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

FORM 20-F

(Mark One)

□ REGISTRATION STATEMENT PURSUANT TO SECTION 12(B) OR 12(G) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

MANNUAL REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934 For the fiscal year ended December 31, 2023

OR

□ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

□ SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of event requiring this shell company report: Commission File Number: 001-41431

Polestar Automotive Holding UK PLC (Exact name of Registrant as specified in its charter)

Not applicable (Translation of Registrant's name into English)

England and Wales (Jurisdiction of incorporation or organization)

Assar Gabrielssons Väg 9 405 31 Gothenburg, Sweden (Address of Principal Executive Offices)

Thomas Ingenlath Assar Gabrielssons Väg 9 405 31 Gothenburg, Sweden Tel: +1 551 284 9479 ir@polestar.com (Name, Telephone, Email and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Securities Exchange Act of 1934,

as amenueu (the "Exchange Act):						
Title of each class	Trading Symbol(s)	Name of each exchange on which registered				
Class A American Depositary Shares	PSNY	The Nasdaq Stock Market LLC				
Class A Ordinary Shares, par value \$0.01 each*	-	The Nasdaq Stock Market LLC*				
Class C-1 American Depositary Shares	PSNYW	The Nasdaq Stock Market LLC				
Class C-1 Ordinary Shares, par value \$0.10 each**	-	The Nasdaq Stock Market LLC**				

Securities registered or to be registered pursuant to Section 12(g) of the Exchange Act: None
Securities for which there is a reporting obligation pursuant to Section 15(d) of the Exchange Act: None

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the shell company report: On December 31, 2023, the issuer had 467,976,748 Class A Shares (as defined in this Report) in the form of Class A ADSs (as defined in this Report) issued and outstanding, 1,642,233,575 Class B Shares (as defined in this Report) in the form of Class A ADSs (as defined in this Report) issued and outstanding, 20,499,965 Class C-1 Shares (as defined in this Report) in the form of Class C-1 ADSs (as defined in this Report) issued and outstanding and 4,500,000 Class C-2 Shares (as defined in this Report) in the form of Class C-2 ADSs (as defined in this Report) issued and outstanding.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes 🗆 No 🗵

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes 🗆 No 🗵

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes 🗵 No 🗆

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes 🖄 No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See definition of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Accelerated filer □

Non-accelerated filer

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Other \square

Large Accelerated Filer Emerging growth company If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected to use the extended transition period for complying with any new or revised financial accounting standards[†] provided pursuant to Section 13(a) of the Exchange Act. \Box

† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting over Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

International Financial Reporting Standards as issued by the International Accounting Standards

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

Board X

 \boxtimes

US GAAP

If "Other" has been checked in response to the previous question indicate by check mark which financial statement item the registrant has elected to follow. Item 17 🗆 Item 18 🗆 If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes 🗆 No 🗵

* Not for trading, but only in connection with the listing of the Class A American Depositary Shares on The Nasdaq Stock Market LLC. The Class A American Depositary Shares each represent one Class A Ordinary Share and are registered under the Securities Act of 1933 pursuant to a separate Registration Statement on Form F-6. Accordingly, the Class A American Depositary Shares are exempt from the operation of Section 12(a) of the Exchange Act registered under the Securities A pursuant to Rule 12a-8 thereunder

** Not for trading, but only in connection with the listing of the Class C-1 American Depositary Shares on The Nasdaq Stock Market LLC. The Class C-1 American Depositary Shares each represent one Class C Ordinary Share and are registered under the Securities

Act pursuant to a separate Registration Statement on Form F-6. Accordingly, the Class C-1 American Depositary Shares are exempt from the operation of Section 12(a) of the Exchange Act pursuant to Rule 12a-8 thereunder.

POLESTAR AUTOMOTIVE HOLDING UK PLC

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Report on Form 20-F (including information incorporated by reference herein, this "*Report*") includes statements that express Polestar's opinions, expectations, beliefs, plans, objectives, assumptions or projections regarding future events or future results and therefore are, or may be deemed to be, "forward-looking statements" as defined in Section 27A of the Securities Act, and Section 21E of the Exchange Act, that involve significant risks and uncertainties. These forward-looking statements can generally be identified by the use of forward-looking terminology, including the terms "believes," estimates," "anticipates," "expects," "seeks," "projects," "intends," "plans," "may," will" or in each case, their negative or other variations or comparable terminology. These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this Report and include statements regarding Polestar's intendion, beliefs or current expectations concerning, among other things: the benefits of the Business Combination; results of operations; financial condition; liquidity; prospects; growth; strategies and the markets in which Polestar operates, including estimates and forecasts of financial and operational metrics, projections of market opportunity, market share and vehicle sales; expectations and timing related to commercial product launches, including the start of production and launch of any future products of Polestar, range, autonomous driving and other leatures of the vehicles of Polestar, future market opportunity, market share and vehicle soft polestar, future market opportunities, including with respect to energy storage systems and automotive partnership; future manufacturing capabilities and facilities; future sales channels and strategies; and future market launches and expansion.

Such forward-looking statements are based on available current market information and the current expectations of Polestar including beliefs and forecasts concerning future developments and the potential effects of such developments on Polestar. Factors that may impact such forward-looking statements include:

· the outcome of any legal proceedings that may be instituted against GGI or Polestar in connection with the Business Combination;

- the ability to continue to meet stock exchange listing standards;
- · Polestar's securities' potential liquidity and trading;
- · changes in domestic and foreign business, market, financial, political and legal conditions;
- Polestar's ability to enter into or maintain agreements or partnerships with its strategic partners, including Volvo Cars and Geely, original equipment manufacturers, vendors and technology providers, and to source new suppliers for its critical components, and to complete building out its supply chain, while effectively managing the risks due to such relationships;
- risks relating to the uncertainty of any projected financial information or operational results of Polestar, including underlying assumptions regarding expected development and launch timelines for Polestar's carlines, manufacturing
 in the United States starting as planned, demand for Polestar's vehicles or car sale volumes, revenue and margin development based on pricing, variant and market mix, cost reduction efficiencies, logistics and growing aftersales as
 the total Polestar fleet of cars and customer base grow;
- · delays in the development, design, manufacture, launch and financing of Polestar's vehicles and Polestar's reliance on a limited number of vehicle models to generate revenues;
- risks related to the timing of expected business milestones and commercial launches, including Polestar's ability to mass produce its current and new vehicle models and complete the upgrade or tooling of its manufacturing facilities;
- · increases in costs, disruption of supply or shortage of materials, in particular for lithium-ion cells or semiconductors;
- · risks related to product recalls, regulatory fines and/or an unexpectedly high volume of warranty claims;
- Polestar's reliance on its partners to manufacture vehicles at a high volume, some of which have limited experience in producing electric vehicles, and on the allocation of sufficient production capacity to Polestar by its partners in order for Polestar to be able to increase its vehicle production volumes;
- · competition, the ability of Polestar to grow and manage growth profitably, maintain relationships with customers and suppliers and retain its management and key employees;
- · the possibility that Polestar may be adversely affected by other economic, business, and/or competitive factors;
- · risks related to future market adoption of Polestar's offerings:
- · risks related to Polestar's distribution model;
- the effects of competition and the high barriers to entry in the automotive industry, the pace and depth of electric vehicle adoption generally on Polestar's future business, and the risk of other competing propulsion technologies, such as hydrogen fuel cells, gaining market acceptance;
- · changes in regulatory requirements (including environmental laws and regulations), governmental incentives and fuel and energy prices;
- · Polestar's ability to rapidly innovate;
- · risks associated with changes in applicable laws or regulations and with Polestar's international operations;
- · Polestar's ability to effectively manage its growth and recruit and retain key employees, including its chief executive officer and executive team;

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- Polestar's reliance on the development of vehicle charging networks to provide charging solutions for its vehicles and its strategic partners for servicing its vehicles and their integrated software;
- Polestar's ability to establish its brand and capture additional market share, and the risks associated with negative press or reputational harm, including from lithium-ion battery cells catching fire or venting smoke;
- · the outcome of any potential litigation, government and regulatory proceedings, investigations and inquiries;
- · Polestar's ability to continuously and rapidly innovate, develop and market new products;
- the outcome of any potential litigation, government and regulatory proceedings, investigations and inquiries;
- the impact of the COVID-19 pandemic, inflation, interest rate changes, the ongoing conflict between Ukraine and Russia and in Israel, the Gaza Strip and the Red Sea, supply chain disruptions and logistical constraints on Polestar's business, projected results of operations, financial performance or other financial and operational metrics or on any of the foregoing risks;
- · the need to raise additional funds to support business growth; and
- the other risks and uncertainties included in this Report under "Risk Factors" in Item 3.D.

There can be no assurance that future developments affecting Polestar will be those that Polestar has anticipated. These forward-looking statements involve a number of risks, uncertainties (some of which are beyond Polestar's control) or other assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements. These risks and uncertainties include, but are not limited to, those factors described under the heading "*Risk Factors*" in Item 3.D. Should one or more of these risks or uncertainties materialize, or should any of the assumptions prove incorrect, actual results may vary in material respects from those projected in these forward-looking statements. Polestar will not undertake any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.

FREQUENTLY USED TERMS

Unless otherwise stated in this Report or the context otherwise requires, references to:

"AD securities" or "ADSs" means Class A ADSs and Class C ADSs.

"ADS Deposit Agreement—Class A ADSs" means the ADS Deposit Agreement, by and among the Company, Citibank, N.A., as depositary, and all holders and beneficial owners from time to time of American depositary shares issued thereunder and representing deposited Class A Shares, a form of which is filed as an exhibit to this Report.

"ADS Deposit Agreement—Class C-1 ADSs" means the ADS Deposit Agreement, dated June 23, 2022, by and among the Company, Citibank, N.A., as depositary, and all holders and beneficial owners from time to time of American depositary shares issued thereunder and representing deposited Class C-1 Shares, a copy of which is filed as an exhibit to this Report.

"ADS Deposit Agreement—Class C-2 ADSs" means the ADS Deposit Agreement, dated June 23, 2022, by and among the Company, Citibank, N.A., as depositary, and all holders and beneficial owners from time to time of American depositary shares issued thereunder and representing deposited Company C-2 Shares, a copy of which is filed as an exhibit to this Report.

"Amendment No. 1 to the Business Combination Agreement" means that certain amendment to the Business Combination Agreement, dated as of December 17, 2021, a copy of which is filed as an exhibit to this Report.

"Amendment No. 2 to the Business Combination Agreement" means that certain amendment to the Business Combination Agreement, dated as of March 24, 2022, a copy of which is filed as an exhibit to this Report.

"Amendment No. 3 to the Business Combination Agreement" means that certain amendment to the Business Combination Agreement, dated as of April 21, 2022, a copy of which is filed as an exhibit to this Report.

"Board" means the board of directors of the Company.

"Business Combination" means the transactions contemplated by the Business Combination Agreement, including the Merger, and the other transactions contemplated by the other transaction documents contemplated by the Business Combination Agreement.

"Business Combination Agreement" means that certain Business Combination Agreement, dated as of September 27, 2021 (as amended by Amendment No. 1 to the Business Combination Agreement, Amendment No. 2 to the Business Combination Agreement and Amendment No. 3 to the Business Combination Agreement), by and among GGI, the Company, Former Parent, Polestar Singapore, Polestar Sweden and Merger Sub, a copy of which is filed as an exhibit to this Report.

"Business Combination Closing" means the closing of the Business Combination.

"Business Combination Closing Date" means the date of the Business Combination Closing or June 23, 2022.

"Class A ADS" means one American depositary share of the Company duly and validly issued against the deposit with the Depositary of an underlying Class A Share.

"Class A Shares" means Class A ordinary shares of the Company, entitling the holder thereof to one vote per share.

"Class B ADS" means one American depositary share of the Company duly and validly issued against the deposit with the Depositary of an underlying Class B Shares.

"Class B Shares" means Class B ordinary shares of the Company, entitling the holder thereof to 10 votes per share.

"Class C ADSs" means Class C-1 ADSs and Class C-2 ADSs.

"Class C Shares" means Class C-1 Shares and Class C-2 Shares

"Class C Warrant Amendment" means the amendment to the SPAC Warrant Agreement entered into by and among GGI, Computershare Inc. and Computershare Trust Company, N.A., and pursuant to which, among other things, each GGI Public Warrant converted into a Class C-1 ADS and each GGI Private Placement Warrant converted into a Class C-2 ADS, each of which is exercisable for Class A ADSs and subject to substantially the same terms as were applicable to the GGI Warrants under the SPAC Warrant Agreement, a copy of which is filed as an exhibit to this Report.

"Class C-1 ADS" means one American depositary share of the Company into which each GGI Public Warrant has been automatically cancelled and extinguished and converted into the right to receive one Class A ADS and each of which is duly and validly issued against the deposit with the Depositary of an underlying Class C-1 Share.

"Class C-1 Share" means a class C-1 ordinary share in the share capital of the Company, each of which underlies a Class C-1 ADS and is exercisable for one Class A Share.

"Class C-2 ADS" means one American depositary share of the Company into which each GGI Private Placement Warrant has been automatically cancelled and extinguished and converted into the right to receive one Class A ADS and each of which is duly and validly issued against the deposit with the Depositary of an underlying Class C-2 Share.

"Class C-2 Share" means a class C-2 ordinary share in the share capital of the Company, each of which underlies a Class C-2 ADS and is exercisable for one Class A Share.

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Company" means, prior to the re-registration as a public limited company under the laws of England and Wales, "Polestar Automotive Holding UK Limited," a limited company incorporated under the laws of England and Wales, and, after the re-registration as a public limited company under the laws of England and Wales, "Polestar Automotive Holding UK PLC."

"Company securities" means the Shares and Class C Shares.

"Current GGI Certificate" means the Amended and Restated Certificate of Incorporation of GGI, dated March 22, 2021

"December PIPE Investment" means the purchase of December PIPE Shares pursuant to the December PIPE Subscription Agreements.

"December PIPE Investors" means the purchasers of December PIPE Shares in the December PIPE Investment, which include certain affiliates and employees of the GGI Sponsor.

"December PIPE Shares" means the Class A Shares in the form of Class A ADSs purchased by December PIPE Investors in the December PIPE Investment.

"December PIPE Subscription Agreements" means the share subscription agreements, dated December 17, 2021, by and among the Company, GGI and the December PIPE Investors pursuant to which the December PIPE Investors purchased the December PIPE Shares.

"Deferred Shares" means the deferred shares of USD 0.01 each in the capital of the Company that have no right to vote or dividend rights.

"Deloitte" means Deloitte AB, an independent registered public accounting firm.

"Deposit Agreements" means the ADS Deposit Agreement—Class A ADSs, the ADS Deposit Agreement—Class C-1 ADSs and the ADS Deposit Agreement—Class C-2 ADSs.

"Depositary" means Citibank, N.A., acting as depositary under the Deposit Agreements.

"Earn Out Class A Shares" means the earn out shares issuable by the Company in the form of Class A ADSs.

"Earn Out Class B Shares" means the earn out shares issuable by the Company in the form of Class B ADSs.

"Earn Out Shares" means earn out shares from the Company issuable in Class A ADSs and Class B ADS to certain Former Parent Shareholders depending on share price performance of Polestar.

"Employee Stock Purchase Plan" means Polestar Automotive Holding UK PLC 2022 Stock Purchase Plan.

"Equity Plan" means the Polestar Automotive Holding UK PLC 2022 Omnibus Incentive Plan.

"EU" means the European Union.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

"Former Parent" means Polestar Automotive Holding Limited, a Hong Kong incorporated company, which completed a voluntary liquidation in 2023.

"Former Parent Shareholders" means Snita, PSINV AB, PSD Investment Limited, GLY New Mobility 1. LP, Northpole GLY 1 LP, Chongqing Liangjiang (重庆承显数权投资基金合伙企业 (有職合伙)), Zibo Financial Holding Group Co., Ltd. and Zibo High-Tech Industrial Investment Co., Ltd.

"GAAP" means generally accepted accounting principles in the United States.

"Geely" means Zhejiang Geely Holding Group Company Limited.

"Geely Term Loan Facility" means the Term Loan Facility, dated November 3, 2022, between the Company, as borrower, and Geely Sweden Automotive Investment AB, as lender.

"GGI" means Gores Guggenheim, Inc.

"GGI Class A Common Stock" means the shares of Class A common stock, par value \$0.0001 per share, of GGI.

"GGI Class F Common Stock" means the shares of Class F common stock, par value \$0.0001 per share, of GGI.

"GGI Common Stock" means the GGI Class A Common Stock and the GGI Class F Common Stock.

"GGI Initial Stockholders" means the GGI Sponsor and Randall Bort, Elizabeth Marcellino and Nancy Tellem, GGI's independent directors.

"GGI Public Warrants" means the warrants included in the GGI public units (consisting of one share of GGI Class A Common Stock and one-fifth of one GGI Public Warrant) issued in the GGI initial public offering, consummated on March 25, 2021.

"GGI Sponsor" means Gores Guggenheim Sponsor LLC, a Delaware limited liability company and its affiliates, including The Gores Group, LLC.

"GGI Warrants" means, collectively, the GGI Private Placement Warrants and the GGI Public Warrants.

"Initial PIPE Investment" means the purchase of Initial PIPE Shares pursuant to the Initial PIPE Subscription Agreements.

"Initial PIPE Investors" means the purchasers of Initial PIPE Shares in the Initial PIPE Investment

"Initial PIPE Shares" means the Class A Shares in the form of Class A ADSs purchased by Initial PIPE Investors in the Initial PIPE Investment.

"Initial PIPE Subscription Agreements" means the share subscription agreements, dated September 27, 2021, by and among the Company, GGI and the Initial PIPE Investors pursuant to which the Initial PIPE Investors purchased the Initial PIPE Shares.

"IRS" means the U.S. Internal Revenue Service.

"March 2022 PIPE Investors" means the purchasers of March 2022 PIPE Shares in the March 2022 PIPE Investment, which include certain affiliates and employees of the GGI Sponsor.

"March 2022 PIPE Shares" means the Class A Shares in the form of Class A ADSs purchased by March 2022 PIPE Investors in the March 2022 PIPE Investors.

"March 2022 PIPE Subscription Agreements" means the shares subscription agreements, dated March 24, 2022, by and among the Company, GGI and the March 2022 PIPE Investors pursuant to which the March 2022 PIPE Investors purchased the March 2022 PIPE Shares.

"March 2022 Sponsor Investment" means the purchase of March 2022 PIPE Shares pursuant to the March 2022 PIPE Subscription Agreements.

"Merger" means the merger between Merger Sub and GGI, with GGI surviving as a direct wholly owned subsidiary of the Company

"Merger Sub" means PAH UK Merger Sub Inc., a Delaware corporation and a direct wholly owned subsidiary of the Company until June 23, 2022

"Nasdaq" means the National Association of Securities Dealers Automated Quotations Global Market.

"PIPE Investment" means the purchase of PIPE Shares pursuant to the PIPE Subscription Agreements.

"PIPE Investors" means the purchasers of PIPE Shares in the PIPE Investment.

"PIPE Shares" means the Class A Shares in the form of Class A ADSs purchased by PIPE Investors in the PIPE Investment.

"PIPE Subscription Agreements" means the Initial PIPE Subscription Agreements, the December PIPE Subscription Agreements and the March 2022 PIPE Subscription Agreements.

"Polestar" means, as the context requires, (i) in general Former Parent and its subsidiaries prior to the Business Combination Closing, (ii) in the context of the Business Combination, the Pre-Closing Reorganization and the Pre-Closing Sweden/Singapore Share Transfer, Polestar Sweden, or, both Polestar Singapore and Polestar Sweden if at any time (x) Polestar Sweden is not a wholly-owned

subsidiary of Polestar Singapore or (y) Polestar Singapore is not a wholly-owned subsidiary of Polestar Sweden, or (iii) the Company or Polestar Group after the Business Combination Closing.

"Polestar Articles" means the Articles of Association of Polestar, a copy of which is filed as an exhibit to this Report

"Polestar Group" means Former Parent, together with its subsidiaries prior to the Business Combination Closing and the Company and its subsidiaries following the Business Combination Closing.

"Polestar Singapore" means Polestar Automotive (Singapore) Pte. Ltd., a private company limited by shares in Singapore.

"Polestar Spaces" means permanent or pop up/temporary Polestar showrooms located in urban or peri-urban areas where potential customers can experience Polestar vehicles, engage with Polestar specialists and, at select locations, test-drive Polestar vehicles.

"Polestar Sweden" means Polestar Holding AB, a private limited liability company incorporated under the laws of Sweden.

"Pre-Closing Reorganization" means the reorganization effectuated by Former Parent, the Company, Polestar Singapore, Polestar Sweden and their respective subsidiaries, pursuant to which, among other things, Polestar Singapore, Polestar Sweden and their respective subsidiaries became, directly or indirectly, wholly owned subsidiaries of the Company.

"Pre-Closing Sweden/Singapore Share Transfer" means, collectively, the following transactions contemplated under the Business Combination Agreement: (i) the transfer by Polestar Singapore to Former Parent of all of the issued and outstanding equity securities of Polestar Sweden (the "Pre-Closing Sweden Share Transfer") and (ii) after the Pre-Closing Sweden Share Transfer, the contribution by Former Parent to Polestar Sweden of all of the issued and outstanding equity securities of Polestar Singapore.

"Registration Rights Agreement" means the registration rights agreement, dated September 27, 2021, by and among the Company, Former Parent, the Former Parent Shareholders, the GGI Sponsor and the independent directors of GGI (such persons, together with the GGI Sponsor and the Former Parent Shareholders, the "Registration Rights Holders"), as amended by the Registration Rights Agreement Amendment No. 1, the Registration Rights Agreement Amendment No. 2 and the Registration Rights Agreement Amendment No. 3. A copy of the Registration Rights Agreement is filed as an exhibit to this Report.

"Registration Rights Agreement Amendment No. I" means that certain amendment to the Registration Rights Agreement, dated December 17, 2021, a copy of which is filed as an exhibit to this Report.

"Registration Rights Agreement Amendment No. 2" means that certain amendment to the Registration Rights Agreement, dated March 24, 2022, a copy of which is filed as an exhibit to this Report.

"Registration Rights Agreement Amendment No. 3" means that certain amendment to the Registration Rights Agreement, dated April 26, 2023, a copy of which is filed as an exhibit to this Report.

"Related Agreements" means the Registration Rights Agreement, the Subscription Agreements, the Volvo Cars Preference Subscription Agreement, the Class C Warrant Amendment, the Shareholder Acknowledgement Agreement and the other agreements or documents contemplated under the Business Combination Agreement.

"Resale Securities" means the Class A ADSs and Class C ADSs being offered for resale in the prospectus that forms a part of the Shelf Registration Statement.

"Sarbanes-Oxley Act" means the Sarbanes-Oxley Act of 2002.

"SEC" means the U.S. Securities and Exchange Commission.

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

"Selling Securityholders" means the securityholders named as selling securityholders in the prospectus that forms a part of the Shelf Registration Statement.

"Share Matching Plan" means the Polestar Automotive Holding UK PLC 2023 Share Matching Plan.

"Shareholder Acknowledgement Agreement" means the shareholder acknowledgement, dated September 27, 2021, by and among Former Parent, the Former Parent Shareholders, Volvo Car Corporation and the Company, as amended by the Shareholder Acknowledgement Agreement Agreement Amendment, a copy of which is filed as an exhibit to this Report.

"Shareholder Acknowledgement Agreement Amendment" means that certain amendment to the Shareholder Acknowledgement Agreement, dated March 24, 2022, a copy of which is filed as an exhibit to this Report

"Shares" means the Class A Shares and the Class B Shares.

"Shelf Registration Statement" means the Registration Statement on Form F-3 that the Company initially filed on Form F-1 on July 12, 2022, and subsequently updated and supplemented with Post-Effective Amendments No. 1 and No. 2 filed with the SEC on September

20, 2022 and April 21, 2023, respectively, and later converted to a Form F-3 with Post-Effective Amendment No. 3 filed with the SEC on July 11, 2023.

"Snita" means Snita Holding B.V., a corporation organized under the laws of the Netherlands and a wholly owned subsidiary of Volvo Car Corporation.

"Snita Term Loan Facility" means the Term Loan Facility, dated November 3, 2022, between the Company, as borrower, and Snita, as lender, as amended by the parties on November 8, 2023.

"SPAC Warrant Agreement" means that certain Warrant Agreement, by and between GGI and Computershare Trust Company, N.A., as warrant agent, dated as of March 22, 2021 (as amended by the SPAC Warrant Agreement Amendment and as may be further amended, supplemented or otherwise modified from time to time), a copy of which is filed as an exhibit to this Report.

"SPAC Warrant Agreement Amendment" means that certain Amendment to the SPAC Warrant Agreement, by and between GGI and Computershare Trust Company, N.A., as warrant agent, dated as of April 7, 2022, a copy of which is filed as an exhibit to this Report.

"Sponsor Subscription Agreement" means the subscription agreement, dated September 27, 2021, as amended and restated on December 17, 2021 and amended on March 24, 2022, by and among GGI, the Company and the GGI Sponsor.

"Sponsor Subscription Investment" means the purchase of the Sponsor Subscription Shares pursuant to the Sponsor Subscription Agreement.

"Sponsor Subscription Shares" means the Class A Shares in the form of Class A ADSs purchased by the GGI Sponsor in the Sponsor Subscription Investment.

"Subscription Agreements" means the PIPE Subscription Agreements, the Sponsor Subscription Agreement and the Volvo Cars PIPE Subscription Agreement.

"Subscription Investments" means the purchase of the Subscription Shares pursuant to the Subscription Agreements.

"Subscription Shares" means the Class A Shares in the form of Class A ADSs purchased by the GGI Sponsor, the PIPE Investors and Snita pursuant to the Sponsor Subscription Agreement, the PIPE Subscription Agreements and the Volvo Cars PIPE Subscription Agreement, respectively.

"The Gores Group" means The Gores Group, LLC, an affiliate of the GGI Sponsor

"TUSD" means thousands of U.S. Dollars.

"U.S. Dollars" and "USD" and "\$" means United States dollars, the legal currency of the United States.

"U.S. GAAP" means generally accepted accounting principles in the United States.

"United Kingdom" or "UK" means the United Kingdom of Great Britain and Northern Ireland and its territories and possessions.

"United States" or "US" means the United States of America and its territories and possessions.

"Volvo Cars" means Volvo Car AB (publ) and its subsidiaries.

"Volvo Cars PIPE Subscription Agreement" means the subscription agreement, dated September 27, 2021, as amended and restated on December 17, 2021 and amended on March 24, 2022, by and among GGI, the Company and Volvo Cars, pursuant to which Volvo Cars via its subsidiary Snita purchased 1,117,390 Volvo Cars PIPE Subscription Shares for a purchase price of \$10.00 per share.

"Volvo Cars PIPE Subscription Investment" means the purchase of Volvo Cars PIPE Subscription Shares pursuant to the Volvo Cars PIPE Subscription Agreement.

"Volvo Cars PIPE Subscription Shares" means the Class A Shares in the form of Class A ADSs purchased by Snita in the Volvo Cars PIPE Subscription Investment.

"Volvo Cars Preference Subscription Agreement" means the subscription agreement, dated September 27, 2021, by and between the Company and Snita as amended on March 24, 2022, pursuant to which Snita purchased, at Business Combination Closing, mandatory convertible preference shares of the Company for an aggregate subscription price of \$10.00 per share, for an aggregate investment amount equal to TUSD588,826.

"Volvo Cars Preference Subscription Investment" means the purchase of the Volvo Cars Preference Subscription Shares pursuant to the Volvo Cars Preference Subscription Agreement.

"Volvo Cars Preference Subscription Shares" means the mandatory convertible preference shares of the Company purchased by Snita pursuant to the Volvo Cars Preference Subscription Agreement.

PART I

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not applicable

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable

ITEM 3. KEY INFORMATION

A. [Reserved]

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the Offer and Use of Proceeds

Not applicable

D. Risk Factors

Overview of Risk Factors

Polestar's business faces significant risks and uncertainties. You should carefully consider all of the information set forth in this Report and in other documents we file with or furnish to the SEC, including the following risk factors, before deciding to invest in or to maintain an investment in Polestar's securities. Polestar's business, as well as Polestar's reputation, financial condition, results of operations and share price, could be materially adversely affected by any of these risks, as well as other risks and uncertainties not currently known to Polestar or not currently considered material. These risks include, among others, the following:

any of these risks, as well as other risks and uncertainties not currently known to Polestar or not currently considered material. These risks include, among others, the following: **Risks Related to Polestar's Business and Industry**, such as, Polestar's future growth and financial performance depends on the production and sale of its current and new vehicle models on an anticipated within an anticipated cost and pricing structure; Polestar's business depends upon its ability to continuously and rapidly innovate, develop and market vehicles; Polestar is dependent on its strategic partners and suppliers, some of which are single-source suppliers, the success of Polestar's business depend upon its ability to continuously and rapidly innovate, develop and market new products and there are significant risks related to future market adoption of Polestar's business products; Polestar business prospects dupon to consumers, and antariau confidence in its business of prospects among consumers, analysts and others within its industry; the automotive industry has significantly on the Polestar must overcome in order to manufacture and sell electric vehicles at scale. Polestar 's future growth and financial performance are dependent on it meeting its ability to generate positive cash flow from its operations and to raise the necessary capital to fund its usiness plean and service is deto folgations; certain covenants in our debt agreements may restrict our operating activities; Polestar relies on the development of vehicle charging networks to provide charging solutions; certain ad technology systems, including in coordination and liquidity if it is not able to successary capital to fund its cash flow and sell or insure against such claims; uninsured losses, including losses resulting from produce tiability, accidents, acts of God and other claims against Polestar. Could part is strategic partners, or produce tiability, accidents, acts of God and other claims against Polestar is upereased develop complex software and techno

adversely affect consumer demand for its vehicles; Polestar is subject to risks associated with advanced driver assistance system technology; developments in electric vehicle or alternative fuel technology or improvements in the internal combustion engine may adversely affect the demand for Polestar's vehicles; extended periods of low gasoline or other petroleum-based fuel prices could adversely affect our business, prospects, results of operations and financial condition; changes in foreign currency rates, interest rate risks, or inflation could materially affect Polestar's results of operations; Polestar's facilities or operations could be and have been adversely affected by events outside of its control; a global economic recession or other downturn may have a disproportionately adverse impact on Polestar; the ongoing conflicts between Russia and Ukraine, in Israel and the Gaza Strip, and in the Red Sea have, and are likely to continue to, generate uncertain geopolitical conditions.

Risks Related to Cybersecurity and Data Privacy, such as, Polestar relies on its and Volvo Cars' IT systems and third-party consultants; any unauthorized control or manipulation of Polestar's products, digital sales tools and systems could result in loss of confidence in Polestar and its products; data privacy concerns are generally increasing, which could result in new legislation, in negative public perception of Polestar's current data collection practices and certain of its services or technologies and/or in changing user behaviors that negatively affect Polestar's business and product development plans; Polestar is subject to evolving laws, regulations, standards, policies and contractual obligations related to data privacy, security and consumer protection.

Risks Related to Polestar's Employees and Human Resources, such as, Polestar's ability to effectively manage its growth relies on the performance of highly skilled personnel, including its Chief Executive Officer, Thomas Ingenlath, its senior management team and other key employees; Polestar's management team has limited experience managing a public company; Polestar's manufacturing partners will need to hire and train a significant number of employees to engage in full-scale operational and commercial operations; misconduct by Polestar's employees and independent contractors during and before their employment with Polestar could expose Polestar to potentially significant legal liabilities, reputational harm and/or other damages to its business.

Risks Related to Litigation and Regulation, such as, Polestar is subject to evolving laws and regulations that could impose substantial costs, legal prohibitions or unfavorable changes upon its operations or products; Polestar may in the future be subject to legal proceedings, regulatory disputes and governmental inquiries that could cause it to incur significant expenses, divert its management's attention and materially harm its business, results of operations, cash flows and financial condition, Polestar's manufacturing partners may be exposed to delays, limitations and risks related to the environmental permits and other operating permits required to operate manufacturing facilities for its vehicles; Polestar and will be subject to various environmental, health and safety laws and regulations that could impose substantial costs on it and cause delays in expanding its production capabilities; Polestar is and will be subject to anti-corruption, anti-bribery, anti-money laundering, financial and economic sanctions and similar laws, and noncompliance with such laws can subject Polestar to administrative, civil and eriminal permits so collateral consomic programs could have a material and adverse effect on Polestar's business, prospects, financial condition and results of operations; relating to its critical accounting policies are based on assumptions that change or prove to be incorrect. Polestar's results of operations validable below expectations of securities analysists and investity reduction; resoluting to evolve of its ordinary shares; although the audit report included in this Report is prepared by auditors who are currently inspected fully by the US PCAOB, there is no guarantee that future audit reports will be prepared by auditors that are completely inspected by the PCAOB.

Risks Related to Intellectual Property, such as, much of the intellectual property pertaining to Polestar's vehicles is owned by Volvo Cars and Geely and licensed, in some cases on a non-exclusive basis, to Polestar; Polestar may fail to adequately obtain, maintain, enforce and protect relevant intellectual property and ilcensing rights, and may not be able to prevent third parties from unauthorized use of such intellectual property in its property and related technology; Polestar uses of there parties' software and other intellectual property in its property and related technology; Polestar may because of merit, could be time-consuming and costly and result in significant legal liability, and could negatively impact Polestar's business, financial condition, results of operations and prospects.

Risks Related to Tax, such as, unanticipated tax laws, changes in the application or interpretation of existing tax laws to Polestar's customers, changes to tax rates or challenges to Polestar's tax positions may adversely impact its profitability and business; transfers of ADSs or the underlying Company securities, may be subject to stamp duty or stamp duty reserve tax in the U.K., which would increase the cost of dealing in the Company's securities, the Company may be classified as a passive foreign investment company for U.S. federal income tax purposes, which could result in adverse U.S. federal income tax company as a result of the Business Combination, the IRS may not agree that the Company is a foreign corporation for U.S. federal ax purposes; Polestar may be unable to utilize certain of its deferred tax assets, which could increase its future tax expenses.

Risks Related to Financing and Strategy Transactions, such as, Polestar will require additional capital to support business growth, and this capital might not be available on commercially reasonable terms, or at all; Polestar's financial results may vary significantly from period to period due to fluctuations in its operating costs, product demand and other factors.

Risks Related to Ownership of Polestar's Securities, such as, the market price and trading volumes of the ADSs may be volatile and could significantly decline; the grant and future exercise of registration rights may adversely affect the market price of the ADSs; the Class C ADSs will be exercisable for the Class A ADSs, which would increase the number of ADSs eligible for future resale in the public market and result in dilution to its shareholders; there is no guarantee that the Class C ADSs will ever be in the money, and they may expire wortheless; Polestar may redeem unexpired Class C-1 ADSs prior to their exercise at a time that is disadvantageous to holders, thereby making their Class C-1 ADSs wortheless; Polestar may use additional equity securities or convertible debt securities without the approval of the holders of the ADSs; Nasdaq may not continue to list the Class A ADSs and Class C-1 ADSs, which could limit investors' ability to make transactions in the Company's securities and subject the Company to additional trading restrictions; the requirements of being a public company may strain Polestar's resources and distract its management; Polestar is a foreign private issuer within the meaning of the rules under the Exchange Act and, as such, it is exempt from certain provisions applicable to United States domestic public companies; as Polestar is a foreign private issuer status in the future, which could result in significant additional costs and

expenses; Polestar has identified material weaknesses in its internal control over financial reporting, and if Polestar is unable to remediate these material weaknesses or identifies additional material weaknesses, it could lead to errors in Polestar's financial reporting; Polestar has identified material weaknesses in its internal control over financial reporting, and if Polestar fails to develop and maintain an effective system of internal control over financial reporting, it may be unable to accurately report its financial results or prevent fraud; the restatement of our annual financial statements in 2021 and 2022 in this Form 20-F has subjected us to additional risks and uncertainties; Polestar's dual-class voting structure may limit your ability to influence corporate matters and could discourage others from pursuing any change of control transactions that holders of the Company securities or ADSs may view as beneficial; the U.K. City Code on Takcovers and Mergers, or the Takeover Code, may apply to Polestar; if securities or industry analysis do not publish research, publish in accurated or unfavorable research or crease publishing research abour Polestar is incorporated under the laws of inclusions outside of the United States and a majority of Polestar's directors and executive officers reside outside or the United States and a majority of Polestar's directors of the Company securities and must the Depositary to exercise their rights, and the voting rights of holders of ADSs are limited by the terms of the Deposit Agreements; the Depositary for the ADSs will give Polestar a discretionary proxy to vote the Company securities and the Depositary for the ADSs will give Polestar of the Securities of the Depositar Agreements; which could adversely affect the interests of holders of the BOSs; the Polestar Ata dhe Deposit Agreements provide that the federal distric courts of the United States of America and United States of America and United States of America and the Depositary for the ADSs will give Polestar

Risks Related to Polestar's Business and Industry

Polestar's future growth and financial performance depends on the production and sale of its current and new vehicle models on an anticipated timeline and within an anticipated cost and pricing structure.

Polestar's ability to meet its expectations of growth and financial performance depends on the production and sales of its current and new vehicle models on an anticipated timeline and within an anticipated cost and pricing structure There are a number of risks inherent in the pursuit of such expectations, and—as discussed below—the occurrence of any combination of which could have a material, adverse effect on Polestar's business, results of operations and financial condition

- risks relating to the production of Polestar's current and new vehicle models, including potential delays in the production of new vehicle models, Polestar's reliance on its strategic partners as contract manufacturers and for the provision and development of key components, technology and materials used in Polestar's vehicles, and the availability and pricing of raw materials and components necessary for the production of Polestar's vehicles; risks relating to the cost of production of Polestar's current and future vehicle models and other expenses of the business and Polestar's ability to manage such costs and expenses;
- Polestar's ability to accurately forecast demand for its current and future vehicle models, which may, among other things, negatively impact profit margins; and

customer acceptance of Polestar's current and future vehicle models, which, in addition to directly impacting sales volumes, may impact both production volume commitments and pricing levels for Polestar's vehicles and, as a result, profit margins.

As discussed below, if any combination of these risks were to occur, it could have a material and adverse effect on Polestar's business, results of operations and financial condition

Polestar (either directly or due to its third-party suppliers and partners) has experienced in the past, and may experience in the future, delays with regard to the development, design, manufacture and commercial release of its current and new models of vehicles. Production delays can be caused by a variety of factors, including increases in the cost of or a sustained interruption in the supply or shortage of materials. Any delays may have a materially negative impact on Polestar's results of operations and financial condition.

The Polestar 3 vehicle model launched in late 2022 with production beginning in China in early 2024 and additional production expected in the United States in summer 2024. Production of the Polestar 4 model began in late 2023 and is expected to ramp up through 2024 and into 2025, when new production is expected to be added in South Korea. To the extent that production or production ramp-up of these new vehicle models or of the Polestar 2, which is currently in production, is delayed or reduced, including in the newest production facility. To Charleston, South Carolina (which is owned and operated by Polestar's manufacturing partners) or other future production facilities, Polestar relies on its strategic partners and suppliers for the provision and development of many of the key components, technology and materials used in its vehicles. To the extent Polestar's strategic partners or suppliers experience any delays or capacity constraints in providing Polestar with or developing necessary components, technology and materials, Polestar could experience delays in delivering on its

timelines. Polestar may be able to establish alternate supply relationships and obtain or engineer replacement components for its vehicles, but it may be unable to do so quickly at prices or quality levels that are acceptable to it, or at all.

Customers' acceptance and purchase of Polestar's vehicles are critical components of its business. New Polestar models, including the recent Polestar 3 and Polestar 4 models, may not meet market expectations or be well-received by the market due to design, software or other characteristics, which could result in these vehicles penetrating the market at lower than expected rates and could ultimately lead to lower than expected sales volumes. Any negative third-party reviews of new Polestar models could have an adverse effect on consumer perception of these new models. In addition, if the average selling price for new models is below expectations. Polestar may be unable to meet its revenue, cash flow or gross margin expectations. As an SUV, the Polestar 3 is especially critical for the US market given its associated margin opportunity and the demand for SUVs in the US. Polestar has previously experienced lower than expected demand in the US and it could continue to do so. Additionally, Polestar's sales volumes in the US market could be negatively impacted by delays in the enactment of regulations that incentivize broader market shifts to electric vehicles.

Additionally, if Polestar fails to continue to sell the Polestar 2 at anticipated levels while sales of the Polestar 3 and Polestar 4 ramp-up, Polestar will be unable to meet its revenue and cash flow expectations. Any failure to meet revenue expectations from sales of the Polestar 2, Polestar 3 and Polestar 4 models or other new models could result in Polestar not meeting its gross margin and profitability expectations and could materially damage Polestar's business, prospects, results of operations and financial condition.

Polestar has previously experienced cost overruns and may experience cost overruns again in the future. Higher than expected cost of goods sold could occur from a variety of factors—including, but not limited to, unexpected increases in prices of raw materials; the pricing/availability of supplies and components (e.g. battery cells); higher than expected warranty claims; higher than expected equipment, freight and energy costs; reliance on third-party partner manufacturing and the imposition of new or increased customs duties, including those that could result from delays in production in the newset facilities that produce Polestar vehicles, located in Charleston, South Korea, which would require continued exports of vehicles from China. This may result in higher customs duties. Additionally, any increase in Polestar's or its manufacturing partners' labor costs as a result of union activity, pay increases to employees or otherwise, could result in increased oxytens and expenses and impact production. Polestar has also begun certain cost savings initiatives and it may be unable to achieve the planned cost efficiency savings. Any inability to mitigate cost overruns or to achieve anticipated cost savings would negatively impact Polestar's financial performance.

Polestar's future financial performance requires Polestar to accurately forecast demand for its vehicles. To the extent Polestar underestimates demand for its vehicles, Polestar's strategic partners and suppliers may have inadequate manufacturing capacity and/or inventory, resulting in the interruption of manufacturing of Polestar's products and possible delays in shipments and revenues. To the extent Polestar overestimates demand, Polestar may need to offer deeper discounts and experience greater than expected sales volumes of discounted vehicles. For example, Polestar's competitors have recently cut prices for their models in order to remain competitive. Overestimating vehicle demand could also lead to substantial expenses being incurred by Polestar should it be required to agree to minimum production volumes or purchase commitments, such as for batteries, with its manufacturing partners and suppliers and such minimum vehicle or component quantities not ultimately be produced or ordered.

If demand for electric vehicles continues to worsen, or remains weak for a sustained period of time, the electric vehicle industry, and Polestar's financial performance specifically, could be materially and adversely affected. Polestar may also experience higher than expected advertising, sales and promotion costs or may be unable to effectively charge such costs to its customers, which could have negative effects on Polestar's financial performance. An inaccurate forecast in demand for its products may also result in a negative shift in its products mix (e.g., vehicles sold with fewer options and trim levels, higher than expected sales volumes of lower-priced variants). Furthermore, Polestar may experience shifts in its sales channel mix, including, but not limited to, a higher number of lower-margin fleet sales than planned. It may also experience a shift in Polestar's regional sales mix, especially lower than expected sales in the United States, which Polestar is currently experiencing. It has significantly written-down the value of inventory and may need to do so again in the future. If Polestar experience once or more of the impacts outlined above and its results of operations and financial condition may be negatively affected. Lower gross margin, conjunction with higher than expected expenses (including, but not limited to, selling, general and administrative expenses and research and development expenses), among other factors, could ultimately lead to lower operating margin, cash flow and profitability as well.

Polestar's ability to generate meaningful product revenue will depend on consumer adoption of electric vehicles. However, the market for electric vehicles is still evolving and changes in governmental programs incentivizing consumers to purchase electric vehicles, fluctuations in energy prices, the sustainability of electric vehicles and other regulatory changes might negatively impact adoption of electric vehicles by consumers. If the pace and depth of electric vehicle adoption develops more slowly than Polestar expects, its revenue may decline or fail to grow, and Polestar may be materially and adversely affected.

Polestar is only developing electric vehicles and, accordingly, its ability to generate meaningful product revenue will highly depend on sustained consumer demand for alternative fuel vehicles in general and electric vehicles is relatively new and rapidly evolving and is characterized by rapidly changing technologies, price competition, additional competitors, evolving government regulations (including government incentives and subsidies) and industry

standards, frequent new vehicle announcements and changing consumer demands and behaviors. Any number of changes in the industry could negatively affect consumer demand for electric vehicles in general and Polestar's electric vehicles in particular.

In addition, demand for electric vehicles may be affected by factors directly impacting automobile prices or the cost of purchasing and operating automobiles such as sales and financing incentives like tax credits, prices of raw materials and parts and components, cost of fuel or electricity, availability of consumer credit and governmental regulations, including tariffs, import regulation and other taxes. Volatility in demand may lead to lower vehicle unit sales, which may result in downward price pressure and adversely affect Polestar's business, prospects, financial condition and results of operations. Further, sales of vehicles in the automotive industry tend to be cyclical in many markets, which may expose Polestar to increased volatility, especially as it expands and adjusts its operations and retail strategies. Specifically, it is uncertain how such macroeconomic factors will impact Polestar as a newer entrant in an industry that has globally been experiencing a recent decline in sales.

Other factors that may influence the adoption of electric vehicles include:

- · perceptions about electric vehicle quality, safety, design, performance and cost;
- · perceptions about the limited range over which electric vehicles may be driven on a single battery charge;
- perceptions about the total cost of ownership of electric vehicles, including the initial purchase price and operating and maintenance costs, both including and excluding the effect of government and other subsidies and
 incentives designed to promote the purchase of electric vehicles;
- · concerns about electric grid capacity and reliability;
- perceptions about the sustainability and environmental and human rights impact of electric vehicles, including with respect to both the sourcing and disposal of materials for electric vehicle batteries and the generation of
 electricity provided in the electric grid;
- · the availability of other alternative fuel vehicles, including plug-in hybrid electric vehicles;
- · improvements in the fuel economy of the internal combustion engine;
- · the quality and availability of service for electric vehicles, especially in international markets;
- · volatility in the cost of oil, gasoline and electricity;
- government regulations and economic incentives promoting fuel efficiency and alternative forms of energy;
- access to charging stations and the cost to charge an electric vehicle, especially in international markets, and related infrastructure costs and standardization;
- · the availability of tax and other governmental incentives to purchase and operate electric vehicles or future regulation requiring increased use of nonpolluting vehicles; and
- macroeconomic factors.

The influence of any of the factors described above or any other factors may cause a general reduction in consumer demand for electric vehicles or Polestar's electric vehicles in particular, either of which would materially and adversely affect Polestar's business, results of operations, financial condition and prospects.

Polestar's operations rely on its strategic partners and on key suppliers, including for manufacturing vehicles, research and development, intellectual property, engineering and logistics.

Polestar depends on strategic partners and key suppliers for manufacturing its vehicles. Polestar employs an asset-light business model that utilizes contract manufacturing and supply arrangements primarily with Volvo Cars and Geely. Polestar believes this business model requires significantly less capital to produce vehicles and generate revenue compared to traditional manufacturers or other electric vehicle companies. However, the suppliers and reagements Polestar has or may enter into with key suppliers and its strategic partners here delays in providing components or technology, or if the supplier and related party agreements Polestar has in place are terminated, it may be difficult to find replacement components and technology. Additionally, if Polestar overseitmates its requirements, its strategic partners or suppliers may have excess manufacturing capacity and/or inventory, which would indirectly increase Polestar's costs as Polestar may pay for production capacities that reserved but will not be able to use, negatively impacting its gross margins and potentially affecting when Polestar will become profitable. Underestimation of such requirements could have a similarly material, adverse effect. Polestar also depends on its strategic partners to ensure that new production facilities are operational in the expected timeframe and with the expected capacity and quality standards. If Polestar is underestimates its production requirements, its strategic partners are unaufacturing capacity and/or inventory, which could interrupt manufacturing of its products and result in delays in shipments and revenues. In addition, lead times for materials and components that Polestar's suppliers order may vary significantly and could depend on factors such as the specific supplier, contract terms and demand for each component at a given time. If Polestar fails to order sufficient quantities of product components in a timely manner, the delivery of vehicles to its customers could be delayed. If Polestar's partners are unable

could be delayed. The underestimation of manufacturing requirements or failure to timely deliver vehicles would harm Polestar's brand, business, prospects, results of operations and financial condition.

In addition, Polestar's operations rely heavily on agreements and arrangements with strategic partners, including Volvo Cars and Geely, for research and development, intellectual property licensing, purchasing, manufacturing engineering and logistics. These agreements are described in more detail in this Report in Item 4.B "*Information on the Company—Business Overview—Related Party Transactions—Related Party Transactions*." Polestar's reliance on these agreements subjects it to a number of significant risks, including the risk of being unable to operate as a standalone business, produce vehicles, enforce intellectual property rights or effectively defend against intellectual property infringement claims, reach its development and production targets or focus its efforts on core areas of differentiation. If Polestar is unable to maintain agreements or partnerships with its existing partners, providers or licensors, or to enter into new agreements or partnerships, Polestar's ability to operate as a standalone business, produce vehicles, reach its development and production targets or focus its efforts on core areas of differentiation could be materially and adversely affected.

Polestar is dependent on its strategic partners and suppliers, some of which are single-source suppliers, and the inability of these strategic partners and suppliers to deliver necessary components of Polestar's products on schedule and at prices, quality levels and volumes acceptable to Polestar, or Polestar's inability to efficiently manage these components, could have a material and adverse effect on Polestar's results of operations and financial condition.

Polestar relies on its strategic partners and suppliers for the provision and development of many of the key components and materials used in its vehicles. While Polestar plans to obtain components from multiple sources whenever possible, many of the components used in Polestar's vehicles will be purchased by Polestar from a single source, and Polestar's limited, and in many cases single-source, supply chain exposes it to multiple potential sources of delivery failure or component shortages for its production. Polestar's usphilers may not be able to meet Polestar's required product specifications and performance characteristics, which would impact Polestar's ability to achieve its product specifications and performance characteristics as well. For example, Polestar's ability to manufacture its vehicles will depend on the continued supply of battery cells for the battery packs used in its products. Polestar has limited flexibility in changing battery cell suppliers, and any disruption in the supply of battery cells from such suppliers could disrupt production of Polestar's vehicles until a different supplier is fully qualified. In particular, Polestar is exposed to multiple risks relating to lithium-ion cells.

Additionally, Polestar's suppliers may be unable to obtain required certifications or provide necessary warranties for their products that are necessary for use in Polestar's vehicles. Polestar may also be impacted by changes in its supply chain or production needs, including cost increases from its suppliers, in order to meet its quality targets and development timelines as well as due to design changes. Likewise, any significant increases in its production may in the future require Polestar to procure additional components in a short amount of time. Polestar's suppliers may not ultimately be able to sustainably and timely meet Polestar's cost, quality and volume needs, requiring Polestar to replace

them with other sources. If Polestar is unable to obtain suitable components and materials used in its vehicles from its suppliers or if its suppliers decide to create or supply a competing product, its business could be adversely affected. Further, if Polestar is unsuccessful in its efforts to control and reduce supplier costs, its results of operations will suffer.

In addition, Polestar could experience delays if its strategic partners and suppliers do not meet agreed upon timelines or experience capacity constraints. Any disruption in the supply of components, whether or not from a single source supplier, could temporarily disrupt production of Polestar's vehicles until an alternative supplier is able to supply the required material, and there can be no guarantee that Polestar or its strategic partners will be able to make up for delays in production caused by any disruption in the supply of critical components. Even in cases where Polestar may be able to establish alternative supplier is and obtain or engineer replacement components for its single source components, it may be unable to do so quickly, or at all, at prices or quality levels that are acceptable to it. This risk is heightened by the fact that Polestar has less negotiating leverage with suppliers than larger and more establish alternation. Guerations, financial condition and prospects. (See 1tem 3.D "—*Increases in costs, disruption of and eoging of and eoging of an alternation of a single or semiconductors, could harm Polestar's business. Polestar will need to maintain and significantly grow its access to battery cells, including through the development and manufacture of its own cells, and control its related costs.*").

Furthermore, as the scale of its vehicle production increases, Polestar will need to accurately forecast, purchase, and arrange for warehouse and transport of components internationally to manufacturing facilities and servicing locations at much higher volumes. If Polestar is unable to accurately match the timing and quantities of component purchases to its actual needs or successfully implement automation, inventory management and other systems to accommodate the increased complexity in its supply chain, Polestar may incur unexpected production disruption, storage, transportation and write-off costs, which could have a material and adverse effect on its results of operations and financial condition.

In addition, as Polestar develops an international manufacturing footprint, it will face additional challenges with respect to international supply chain management and logistics costs. If Polestar is unable to access or develop manufacturing facilities with the quality, costs and capabilities required, Polestar could be required to source components from distant suppliers, which would increase its logistics and manufacturing manufacturing gas emissions, increase the risk and complexity of Polestar's supply chain and significantly impair Polestar's ability to develop cost-effective manufacturing operations, which could have a material and adverse effect on Polestar's business including its sustainability goals, results of operations and financial condition.

Furthermore, unexpected changes in business conditions, materials pricing and/or availability, labor issues, wars, governmental changes, tariffs, natural disasters, health epidemics, and other factors beyond Polestar's and its suppliers' control could also affect these suppliers' ability to deliver components to Polestar on a timely basis. For example, Polestar relies on single-source suppliers for critical components for Polestar vehicles, including single-source suppliers in Shanghai. The loss of a strategic partner or any supplier, particularly a single- or limited-source supplier, or the disruption in the supply of components from its strategic partners or suppliers, could lead to vehicle design changes, production delays, idle manufacturing facilities and potential loss of acress to important technology and parts for producing, servicing and supporting Polestar's vehicles, any of which could result in negative publicity, damage to its brand and a material and adverse effect on its business, prospects, results of operations and financial condition. In addition, if Polestar's suppliers esperience substantial financial difficulties, cease operations or otherwise face business disruptions, Polestar may be required to provide substantial financial support to ensure supply continuity, which could have an additional adverse effect on Polestar's liquidity and financial condition.

The success of Polestar's business and its future financial performance are dependent on cost-cutting and strategic initiatives Polestar is implementing to mitigate the significant costs and expenses associated with its business.

Polestar has incurred and expects to continue to incur significant costs and expenses in its operations and growth of its business, including those related to developing and manufacturing its vehicles, the use and possible malfunction or decommission of complex large-scale machinery, possible labor disputes or strikes, marketing and building its brand, raw material procurement costs and general and administrative costs. Polestar has made and expects to continue to make significant investments to design, research and develop, produce and market new vehicle models. Such investments can negatively affect Polestar's profitability. Additionally, the revenues from new models may not be sufficient to recoup the costs and investments associated with their development and may impact Polestar's ability to generate future cash flow.

Polestar is engaged in a variety of cost-cutting activities and strategic efficiency initiatives. Its objective is to reduce costs and improve operational efficiencies, realize productivity gains, distribution and logistical efficiencies and overhead reductions. In addition, Polestar expects to continue to restructure its operations as necessary to improve operational efficiency, including occasionally opening or closing offices, facilities or plants. The successful execution of cost-cutting initiatives will involve sourcing, logistics, technology and employment arrangements. Because these initiatives can be complex, there may be difficulties or delays in the implementation of any such initiatives and they may not be immediately effective, resulting in a dverse material impact on Polestar's financial performance. It will also involve working with suppliers and partners to identify and generate efficiency who may be difficulted and will likely become increasingly difficult over time as Polestar's asset-light business model limits opportunities to realize opperational efficiencies. In addition, there is a risk that inflation and increased competition may reduce the efficiencies now available. Therefore, there can be no assurances that the efficiency and cost-cutting initiatives will be completed as planned or achieve the desired results. There may also be one-time and other costs and negative impacts relating to restructurings and anticipated cost savings, and Polestar's strategies may not be implemented or may fail to achieve desired results.

In addition, prices and transportation expenses for materials fluctuate depending or testuctuatings and anterparte costs avings, and rotes as vings, and rotes are standings in you complete the and outer costs and regard ends at the standing of testuctuating and anterparte cost as vings, successfully implement its strategies or optimize its supply character testus. In addition, prices and transportation expenses for materials fluctuate depending on many factors beyond Polestar's control, including fluctuations in supply and demand, currency fluctuations, tariffs and taxes, fluctuations and shortages in petroleum supply, freight charges, and other economic and political factors. If Polestar is unable to generate anticipated cost savings, successfully implement its strategies or optimize its supply chain, it may not realize all anticipated operational and efficiency benefits and cost savings, which could adversely affect its business and long-term strategies. It could also require Polestar to use more of its cash and to seek new or additional financing sooner than expected or at an undesirable cost. These goals and strategies may not be implemented or may fail to achieve the desired results if we are unable to manage Polestar's costs effectively. Profitability and cash flow could also suffer, which could also adversely affect Polestar's business, financial condition or results of operations. Any attempts to increase the announced or expected prices of Polestar's vehicles in response to increased costs could be viewed negatively by its customers or potential customers and could adversely affect Polestar's business, prospects, financial condition or results of operations. In the event that these expenses are significantly higher than Polestar anticipates, Polestar could be required to seek additional financing earlier than it expects. If Polestar is unable to cost-efficiently develop, design, manufacture, market, sell, distribute and service its vehicles, its margins, profitability and prospects would be materially

Polestar may be unable to adequately control or predict the substantial costs associated with its operations.

If Polestar does not enter into longer-term supplier agreements with guaranteed pricing for its parts or components, it may be exposed to fluctuations in prices of components, materials, labor and equipment. Agreements for the purchase of battery cells and other components contain or are likely to contain pricing provisions that are subject to adjustment based on changes in market prices of key commodities. Substantial increases in the prices for raw materials including lithium, cobalt and nickel for batteries, components, labor and equipment, whether due to supply chain or logistics issues or due to inflation or other economic conditions, would increase Polestar's operating costs and could reduce its margins if it cannot recoup the increased costs.

Furthermore, Polestar's ability to manufacture its vehicles depends on continuing access to various components. Any component shortages could negatively impact our results of operations. For example, a global semiconductor supply shortage previously had a wide-ranging impact on many automotive suppliers and manufacturers, including Polestar, that incorporate semiconductors into the parts they supply or manufacture. Polestar experienced an impact on its operations as a result of the semiconductor supply shortage. Any similar shortage regarding critical components, such as for example batteries, could in the future have a material impact on Polestar or its suppliers, which could delay production or force Polestar or its suppliers to pay exorbitant rates for continued access to such critical components and could have a material and adverse effect on Polestar's business, prospects and results of operations.

Additionally, Polestar has certain minimum purchasing commitments to its manufacturing partners and suppliers. If Polestar is unable to meet these commitments, then Polestar's manufacturing partners and suppliers may attempt to pass the costs associated with such commitments to Polestar.

The success and growth of Polestar's business depends upon its ability to continuously and rapidly innovate, develop and market new products and there are significant risks related to future market adoption of Polestar's products. Polestar's limited operating history makes evaluating its business and future prospects difficult and may increase the risk of your investment.

The success and growth of Polestar's business depends upon its ability, working with its strategic partners, to continuously and rapidly innovate, develop and market new products, and there are significant risks related to future market adoption of Polestar's products and government programs incentivizing consumers to purchase electric vehicles. Polestar has a limited operating history and operates in a rapidly evolving and highly regulated market. Polestar has encountered and expects to continue to encounter risks and uncertainties frequently experienced by early-stage companies in rapidly changing markets, including risks relating to its ability to, among other things:

- · successfully launch and scale-up commercial production and sales of its vehicles on the timing and with the specifications Polestar has planned;
- hire, integrate and retain professional and technical talent, including key members of management;
- continue to make significant investments in research, development, manufacturing, marketing and sales:
- successfully obtain, maintain, protect and enforce its intellectual property and defend against claims of intellectual property infringement, misappropriation or other violations;
- build a well-recognized and respected brand;
- · establish and refine its commercial manufacturing capabilities and distribution infrastructure;
- · establish and maintain satisfactory arrangements with its strategic partners and suppliers;
- establish and expand a customer base;
- navigate an evolving and complex regulatory environment;
- · anticipate and adapt to changing market conditions, including consumer demand for certain vehicle types, models or trim levels, technological developments, as well as changes in competitive landscape; and
- successfully design, build, manufacture and market new models of electric vehicles, including in collaboration with its partners, providers, or licensors, in the future.

Polestar operates in an intensely competitive market, which is generally cyclical and volatile. Should Polestar not be able to compete effectively against its competitors then it is likely to lose market shares, which could have a material and adverse effect on the business, financial condition, results of operations and prospects of Polestar.

The global automotive market, particularly for electric and alternative fuel vehicles, is highly competitive, and Polestar expects it will become even more so in the future. In recent years, the electric vehicle industry has grown, with several companies that focus completely or partially on the electric vehicle market. Polestar expects additional companies to enter this market within the next several years. Polestar also competes with established automobile manufacturers in the luxury vehicles gement, many of which have entered or have announced plans to enter the alternative fuel and electric vehicle market with either fully electric or plug-in hybrid versions of their vehicles, and Polestar also expects to compete for sales with luxury vehicles with internal combustion engines from established manufacturers. Many of Polestar's current and potential competitions have significantly greater financial, technical, manufacturing, marketing and other resources than Polestar does and may be able to devote greater resources to the design, development, manufacturing, distribution, promotion, sale, servicing and support of their products. In addition, may of these companies have longer operating histories, greater name recognition, larger and more established sales forces, broader customer and industry relationships and other resources than Polestar's competitors in a stronger position to respond quickly to new technologies and may be able to design, develop market and ell their products more effectively than it does. Polestar expects competition in its industry to significantly intensify in the future in light of increased demand for alternative fuel vehicles, continuing globalization, favorable governmental policies and consolidation in the worldwide automotive industry. Polestar's ability to successfully compete in its industry will be fundamental to its future success in existing and new markets. Further, sales of vehicles in the automotive industry tend to be cyclical in many markets, which may expose Polestar to

Polestar's business and prospects depend significantly on the Polestar brand. If Polestar is unable to maintain and enhance its brand and capture additional market share or if its reputation and business are harmed, it could have a material and adverse impact on Polestar's business, financial condition, results of operations and prospects.

Polestar's business and prospects heavily depend on its ability to develop, maintain and strengthen the "Polestar" brand associated with design, sustainability and technological excellence. Promoting and positioning its brand depend significantly on Polestar's ability to provide a consistently high-quality customer experience. To promote its brand, Polestar may be required to change its customer

development and branding practices, which could result in substantially increased expenses, including the need to use traditional media such as television, radio and print advertising. In particular, any negative publicity, whether or not true, can quickly proliferate on social media and harm consumer perception and confidence in Polestar's brand. Polestar's ability to successfully position its brand could also be adversely affected by perceptions about the quality of its competitors' vehicles or its competitors' success. For example, certain of Polestar's competitors have been subject to significant scrutiny for incidents involving their self-driving technology and battery fires, which could result in similar scrutiny of Polestar. Furthermore, as Polestar launches new vehicles, particularly those based on new architectural platforms or incorporating new technologies, it may experience unusually high numbers of quality issues, customer complaints and/or warranty claims, which may cause lasting harm to the Polestar brand.

In addition, from time to time, Polestar's vehicles may be evaluated and reviewed by third parties. Any negative reviews or reviews which compare Polestar unfavorably to competitors could adversely affect consumer perception about its vehicles and reduce demand for its vehicles, which could have a material and adverse effect on Polestar's business, results of operations, prospects and financial condition.

Polestar's sales depend in part on its ability to establish and maintain confidence in its business prospects among consumers, analysts and others within its industry.

Consumers may be less likely to purchase Polestar's products if they do not believe that its business will succeed or that its operations, including service and customer support operations, will continue for many years. Similarly, suppliers and other third parties will be less likely to invest time and resources in developing business relationships with Polestar if they are not convinced that its business will succeed. Accordingly, to build, maintain and grow its business, Polestar must establish and maintain confidence among customers, suppliers, analysts and other parties with respect to its liquidity and business prospects. Maintaining grout confidence may be particularly difficult as a result of many factors, including Polestar's limited operating history, others' unfamiliarity with its products, uncertainty regarding the future of electric vehicles, any delays in scaling production, delivery and service operations to meet demand, competition and Polestar's production and sales performance compared with market expectations. Many of these factors are largely outside of Polestar's control, and any negative perceptions about Polestar's business prospects, even if exaggerated or unfounded, would likely harm its business and make it more difficult to raise additional capital in the future. In addition, a significant number of new electric vehicles go out of business, produce whices that do not perform as expected or otherwise fail to meet expectations, such failures may have the effect of increasing scrutiny of others in the industry, including Polestar, and further challenging customer, supplier and analyst confidence in Polestar's business prospects.

The automotive industry has significant barriers to entry that Polestar must overcome in order to manufacture and sell electric vehicles at scale.

The automobile industry is characterized by significant barriers to entry, including large capital requirements, investment costs of developing, designing, manufacturing and distributing vehicles, long lead times to bring vehicles to market from the concept and design stage, the need for specialized design and development expertise, regulatory requirements, competition from established companies with large patent portfolios and the need to establish a brand name and image and sales and service locations. Since Polestar is focused on electric vehicles, it faces a variety of added challenges to entry that a traditional automobile manufacturer would not encounter, including additional costs of of batteries, the need for markets to establish or provide access to sufficient charging locations and unproven high-volume customer demand for fully electric vehicles. If Polestar is not able to overcome these barriers, its business, prospects, results of operations and financial condition will be negatively impacted, and its ability to grow its business will be harmed.

Polestar's future growth and financial performance are dependent on it meeting its ability to generate positive cash flow from its operations and to raise the necessary capital to fund its business plan and service its debt obligations.

Polestar has incurred net losses each year since its inception. If Polestar is unable to raise additional funds through equity and debt financings, or other means when needed, it may be required to delay, limit, reduce, or, in the worst case, discontinue the production and sale of its vehicles as well as research and development and commercialization efforts and may not be able to fund continuing operations, all of which could adversely impact Polestar's business, results of operation and financial condition. Polestar has in the past and expects to continue to accumulate a cash flow deficit until at least 2025. Despite the loan facilities provided by Volvo Cars, Geely Holding and external lending institutions in late 2023 and early 2024, Polestar continues to require a substantial amount of additional incremental capital to fund its business plan into 2025. To the extent Polestar raises additional capital through the sale of equity or convertible debt securities, the ownership interest of its shareholders may be diluted, and the terms of such securities may include liquidation or other preferences that adversely affect the rights of its existing shareholders. Debt financing, if available, may involve agreements that include covenants limiting or restricting Polestar's ability to take specific actions, such as incurring additional funds through equity and debt financings, or other means when needed, it may be required to delay, limit, reduce, or, in the worst case, discontinue the production and sale of its vehicles, as well as related research and development and commercialization of other as additional funds through equity and debt financings, or other means when needed, it may be required to delay, limit, reduce, or, in the worst case, discontinue the production and sale of its vehicles, as well as related research and development and commercialization efforts, and may not be able to fund continuing operations, all of which could have a material adverse effect on Polestar's business, results of operations and

funding to Polestar, Polestar may be more reliant on Geely for either direct bilateral support, or for Geely to participate in public offerings of debt or equity securities.

Polestar's future growth and financial performance envisions Polestar introducing and growing additional revenue streams, including those relating to used car sales, aftermarket sales/services, technology licensing and revenue from financing. For example, Polestar is cooperating with Volvo Cars to develop their service center network, including the introduction of digital service booking, fault tracing, diagnostics and software download (Over-the-Air and in workshop). If Polestar fails to realize revenue from these possible additions to its business or fails to realize such revenue at the expected levels, its cash flows and profitability may be negatively impacted.

If Polestar's product development or commercialization is delayed, its cash flow generation may also be delayed and its costs and expenses may be significantly higher than it currently expects. Because Polestar will incur the costs and expenses from these efforts before it receives any incremental revenues with respect thereto, Polestar expects its losses in future periods may be significant. There is no assurance that the business will generate positive cash flow in the future.

Polestar could also experience adverse effects from making incorrect assumptions about important cash flow items. Such adverse effects could include, but are not limited to, the following: (i) a need for additional working capital due to, among other reasons, higher than expected inventory days and a lack of availability of trade finance facilities; (ii) higher than expected capital expenditures related to new vehicle development; (iii) unexpected decreases in cash flow from financing activities, which could be the result of, among other factors, an inability to roll over one or more of the working capital facilities with Chinese banking partners in 2024 or 2025; (iv) an inability to refinance its existing indebtedness; or (v) an inability to raise additional financing in 2024, which would ultimately result in continued use of the China-based working capital facilities for longer than expected and until they can be gradually refinanced, and such facilities may not be available on commercially reasonable terms, or at all.

The deficits that Polestar has incurred, and may continue to incur in the future, fluctuate significantly from period to period; thus, even if Polestar achieves positive cash flow from its operations, it may not be able to sustain or increase such positive cash flow on a quarterly or annual basis. If Polestar is unable to generate positive cash flow from operations and raise the necessary capital to fund its business plans and service its debt obligations, Polestar may not have sufficient resources to conduct its business, results of operations and financial condition.

Additionally, Polestar's international operations require cash to be held in various subsidiaries to meet minimum equity requirements. Polestar is a holding company without any direct operations and has no significant assets other than its ownership interest in Polestar Sweden and the proceeds from any equity or delt financings. Accordingly, Polestar's ability to pay dividends will depend upon the financial condition, liquidity and results of operations of, and Polestar's receipt of dividends, loans or other funds from, Polestar Sweden and its subsidiaries. Polestar's ubsidiaries are separate and distinct legal entities and have no obligation to make funds available to Polestar. In addition, there are various statutory, regulatory and contractual limitations and business considerations on the extent, if any, to which Polestar's subsidiaries may pay dividends, make loans or otherwise provide funds to Polestar.

Notably, in Sweden, the board of directors of Polestar Performance AB, Polestar's main group operating company, is required to immediately prepare and cause the company's auditors to review a balance sheet for liquidation purposes if there are reasons to believe that the company's shareholders' equity is less than one-half of the registered share capital. Polestar Sweden's equity level is constantly monitored, and it periodically requires equity injections from Polestar. There is a risk that Polestar's asset light business model in combination with applicable minimum equity requirements requires more cash to be deployed than otherwise would be the case and that cash will be allocated in a manner that is not optimal for the business operations. Additionally, once cash has been contributed as equity, the cash is trapped in parts of the Polestar group and cannot be used for the group's operations or be freely repatriated, or there is simply insufficient cash to meet the applicable minimum equity requirement, it may harm Polestar's operations and financial condition. For more information, see Item 5.B "Operating and Financial Review and Prospects—Liquidity and capital resources."

Polestar requires additional funding and has determined there is substantial doubt about its ability to continue as a going concern.

Polestar's audited consolidated financial statements were prepared assuming that Polestar will continue as a going concern. However, there is substantial doubt about its ability to continue as a going concern, meaning that Polestar may not be able to continue in operations. Polestar needs to raise additional future or be able to realize assets and discharge liabilities in the ordinary course of operations. Polestar needs to raise additional funds through the issuance of new debt, equity securities, or otherwise in order to support its current operations, liquidity needs, and business growth. There is no assurance that sufficient financing will be available when needed to continue as a going concern. The perception that Polestar may not be able to continue as a going concern may also make it more difficult to raise additional funds or operate Polestar's business due to concerns about its ability to meet contractual obligations.

Based on current operating plans, availability of short-term and long-term debt financing arrangements, and continued financial support from existing Polestar shareholders, Polestar believes that it has resources to fund its operations for at least the next twelve months. However, Polestar will require additional funds to finance its activities thereafter and expects to consider various financing alternatives with banks and other third parties. For more information, see "-Risk Related to Polestar's Business and Industry--Polestar's future growth and financial performance are dependent on it meeting its ability to generate positive cash flow from its operations and to raise the necessary capital to fund its business plan and service its debt obligations" and Item 5.B "Operating and Financial Review and Prospects—Liquidity and capital resources."

Certain covenants in our debt agreements may restrict our operating activities, which may adversely affect our financial condition.

Our multicurrency green trade facility with BNP Paribas, Natixis, Standard Chartered Bank, Banco Bilbao Vizcaya Argentaria, the Hongkong and Shanghai Banking Corporation, Shanghai Pudong Development Bank Co., Credit Agricole Corporate and Investment Bank, CitiBank, China Bohai Bank, China Zheshang Bank, Mizuho Bank, and MUFG Bank, entered into on February 22, 2024, contains certain covenants, including maintenance and performance covenants, limiting or restricting Polestar's ability to take certain actions and requiring Polestar to meet certain minimum revenue thresholds. These covenants may limit our operational flexibility and our investment activities. Moreover, if we breach any of the covenants in this facilities agreement, and such breach is not waived or remedied within the applicable remedy period, Polestar's obligations may be accelerated. While Polestar received a waiver under its \$950 million syndicated loan facilities for failing to timely file this Annual Report on Form 20-F, there can be no assurance that further waivers would be granted by lenders in the event of future covenant breaches. Any default under this facilities agreement may have a material adverse effect on our financial condition, results of operations, ability to meet our obligations, and value of Polestar's securities.

Polestar relies on the development of vehicle charging networks to provide charging solutions for its vehicles.

Demand for Polestar's vehicles depends in part on the availability of charging infrastructure. While the prevalence of charging stations has been increasing, charging station locations are significantly less widespread than gas stations. Some potential customers may choose not to purchase an electric vehicle because of the lack of a more widespread service network or charging infrastructure at the time of sale. Polestar's ability to generate customer loyalty and grow its business could be impaired by a lack of satisfactory access to charging infrastructure. To the extent Polestar is unable to meet user expectations or experiences difficulties in providing charging solutions, demand for its vehicles may suffer, and Polestar's reputation and business may be materially and adversely affected.

Polestar relies on its strategic partners for servicing its vehicles and on their systems, such as dealer management systems and diagnostic tools. If Polestar or its strategic partners are unable to adequately address the service requirements of its customers or if Polestar is unable to expand its servicing capabilities, Polestar's business, prospects, financial condition and results of operations may be materially and adversely affected.

Because of Polestar's unique expertise with its vehicles, Polestar recommends that its vehicles be serviced by its strategic partners. Polestar's strategic partners have limited experience servicing or repairing Polestar vehicles. This risk is enhanced by Polestar's limited operating history and its limited data regarding its vehicles' real-world reliability and service requirements. Servicing electric vehicles is different than servicing vehicles with internal combustion engines and requires specialized skills, including high voltage training and servicing techniques. As such, there can be no assurance that Polestar's service arrangements adequately address the service requirements of its customers to their satisfaction, or that Polestar and its servicing Polestar's services, experience or inventory to meet these service requirements in a timely manner as the volume of vehicles Polestar's inventory. In addition, if Polestar is unable to establish a widespread service network that provides satisfactory customer service, its customer loyalty, brand and reputation could be adversely affected, which in turn could materially and adversely affect its sales, results of operations, prospects and financial condition.

In addition, the motor vehicle industry laws in many jurisdictions require that service facilities be available to service vehicles physically sold from locations in the state. While Polestar anticipates developing a service program that would satisfy regulatory requirements in these circumstances, the specifics of its service program are still in development, and at some point may need to be restructured to comply with state law, which may impact Polestar's business, financial condition, results of operations and prospects.

Furthermore, in some jurisdictions, pursuant to applicable competition laws, Polestar may be regarded as a competitor of its strategic partners in relation to servicing vehicles. Therefore, Polestar and its strategic partners' sales units in those markets will be subject to strict controls over the sharing of commercially sensitive information and anti-cartel requirements that can result in reduced coordination with respect to providing servicing to customers, which in turn could have a material and adverse effect on Polestar's sales, results of operations, prospects and financial condition.

Polestar's customers will also depend on Polestar's customer support team to resolve technical and operational issues relating to the integrated software underlying its vehicles. As Polestar grows, additional pressure may be placed on its customer support team or partners, and Polestar may be unable to respond quickly enough to accommodate short-term increases in customer demand for technical support. Polestar also may be unable to change the manner and delivery of its technical support, unductorersponding revenue, costs and negatively affected Polestar's results of operations. If Polestar is unable to successfully address the service requirements of its customers, or if it establishes a market perception that it does not maintain high-quality support, its brand and reputation could be adversely affected, and it may be subject to claims from its customers, which could result in loss of revenue or damages, and its business, results of operations, prospects and financial condition could be materially and adversely affected.

If Polestar's vehicles fail to perform as expected, its ability to develop, market and sell or lease its products could be harmed.

Polestar's vehicles may contain defects in components, software, design or manufacture that may cause them not to perform as expected or that may require repairs, recalls and design changes, any of which would require significant financial and other resources to successfully navigate and resolve. Polestar has issued a number of recalls of its vehicles and expects more will be issued in the future. Polestar's vehicles use a substantial amount of software code to operate, and software products are inherently complex and may contain defects and errors and subject Polestar to licensing restrictions and conditions. In addition, certain components used by Polestar were originally developed for use in vehicles with internal combustion engines, and thus may not offer a similar or

satisfactory level of performance in Polestar's electric vehicles. If Polestar's vehicles contain defects in design and manufacture that cause them not to perform as expected or that require repair, or certain features of Polestar's vehicles take longer than expected to become available, are legally restricted or become subject to additional regulation, Polestar's ability to develop, market and sell its products and services could be harmed. Efforts to remedy any issues Polestar observes in its products could significantly distract management's attention from other important business objectives, may not be timely, may hamper production or may not be to the satisfaction of its customers. Further, Polestar's limited operating history and limited field data reduce its ability to evaluate and predict the long-term quality, reliability, durability and performance characteristics of its battery packs, powertrains and vehicles. There can be no assurance that Polestar will be able to detect and fix any defects in its products prior to their sale or lease to customers.

Any defects, delays or legal restrictions on vehicle features, or other failure of Polestar's vehicles to perform as expected, could harm Polestar's reputation and result in delivery delays, product recalls, product liability claims, breach of warranty claims and significant warranty and other expenses, and could have a material and adverse impact on Polestar's business, results of operations, prospects and financial condition. Examples of some of Polestar's recalls were due to (i) a risk of certain high voltage battery cells overheating when the battery is fully charged, which could lead to a thermal event inside the battery, increasing the risk of fire, (ii) the defective production of seatbelts which could result in the early activation of the locking feature used to tightly secure a child restraint system, (iii) headlamps adjusting at too high an angle which could result in excessive glare for oncoming traffic, (iv) a software error causing an internal reset in the battery energy control module, resulting in displayed velocity of the vehicle being lower than the actual velocity, and (vii) an incorrect message shown on display when the vehicle is placed in reverse mode. Product recalls in the future may result in litigation and adverse publicity and may damage Polestar's reputation and adversely affect its business, prospects, results of operations and financial condition. For example, the battery packs that Polestar utilizes make use of lithium-ion cells. On rare occasions, lithium-ion cells can rapidly release the energy they contain by venting smoke and finanes in a manner that can ignite nearby materials as well as other lithium-ion cells. Any such events or failures of Polestar's vehicles, battery packs or warning systems could subject it to lawsuits, product recalls or redesign efforts, all of which would be time consuming and expensive.

In the future, Polestar may, voluntarily or involuntarily, initiate a recall if any of its electric vehicles or components (including its battery cells) prove to be defective or noncompliant with applicable motor vehicle safety standards. If a large number of vehicles are the subject of a recall or if needed replacement parts are not in adequate supply. Polestar may be unable to service and repair recalled vehicles for a significant period of time. These types of disruptions could jeopardize Polestar's ability to fulfill existing contractual commitments or satisfy demand for its electric vehicles and could also result in the loss of business to its competitors. Such recalls, whether caused by systems or components engineered or manufactured by Polestar or its suppliers, would involve significant expense and diversion of management's attention and other resources, which could adversely affect Polestar's brand image in its target

market and its business, prospects, results of operations and financial condition. As a newer entrant to the industry attempting to build customer relationships and earn trust, these effects could be significantly detrimental to Polestar. Additionally, problems and defects experienced by other electric consumer vehicles, including failure of their energy storage product as well as the mishandling of battery cells or a safety issue or fire related to the cells at manufacturing facilities, could by association have a negative impact on perception and customer demand for Polestar's vehicles.

In addition, even if its vehicles function as designed, Polestar expects that the battery efficiency, and hence the range, of its electric vehicles, like other electric vehicles that use current battery technology, will decline over the time of its life. Other factors, such as usage, time and stress patterns, may also impact the battery's ability to hold a charge, or could require Polestar to limit vehicles' battery charging capacity, including via over-the-air or other software updates, for safety reasons or to protect battery capacity, which could further decrease Polestar's vehicles' range between charges. Such decreases in or limitations of battery capacity and therefore range, whether imposed by deterioration, software limitations or otherwise, could also lead to consumer complaints or warranty claims, including claims that prior knowledge of such decreases or limitations and related decreases in range may negatively influence potential customers' willingness to purchase Polestar's vehicles' nange the vehicles' range, in the future. Any such battery deterioration and related decreases in range may negatively influence potential customers' willingness to purchase Polestar's vehicles and negatively impact its brand and reputation, which could adversely affect Polestar's business, prospects, results of operations and financial condition.

Polestar may become subject to product liability claims, which could harm its financial condition and liquidity if it is not able to successfully defend or insure against such claims.

Polestar may become subject to product liability claims, which could harm its business, prospects, results of operations and financial condition. The automotive industry experiences significant product liability claims, and Polestar faces inherent risks of exposure to claims in the event its vehicles do not perform or are claimed not to perform as expected or malfunction, resulting in property damage, personal injury or death. Polestar also expects that, as is true for other automakers, Polestar's vehicles will be involved in crashes resulting in death or personal injury, and even if not caused by the failure of its vehicles, Polestar may face product liability claims and adverse publicity in connection with such incidents. In addition, Polestar may face claims arising from or related to failures, claimed failures or misuse of new technologies that Polestar expects to offer, including ADAS/AD features and future upgrades in its vehicles.

A successful product liability claim against Polestar could require it to pay a substantial monetary award. Moreover, a product liability claim against Polestar or its competitors could generate substantial negative publicity about its vehicles and business and inhibit or prevent commercialization of its future vehicles, which would have material and adverse effects on its brand, business, prospects and results of operations. Polestar's insurance coverage might not be sufficient to cover all potential product liability claims, and insurance

coverage may not continue to be available to Polestar or, if available, may be at a significantly higher cost. Any lawsuit seeking significant monetary damages or other product liability claims may have a material and adverse effect on Polestar's reputation, business and financial condition.

Uninsured losses, including losses resulting from product liability, accidents, acts of God and other claims against Polestar, could result in payment of substantial damages, which would decrease Polestar's cash reserves and could harm its cash flow and financial condition.

In the ordinary course of business, Polestar may be subject to losses resulting from product liability, accidents, acts of God and other claims against it, for which it may have no insurance coverage. While Polestar currently carries general and products liability, commercial automobile liability, crime, marine cargo, property and business interruption, workers' compensation, employment practices, production and directors' and officers' insurance policies, it may not maintain as much insurance coverage as other companies do, and in some cases, it may not maintain any at all. Additionally, the policies it does have may include significant deductibles, and it cannot be certain that its insurance coverage will be sufficient to cover all or any future claims against it. A loss that is unisured or exceeds policy limits may require Polestar to pay substantial amounts, which could adversely affect its financial condition and results of operations. Further, insurance providers precive any increase in Polestar's risk profile in the future.

Polestar must develop complex software and technology systems, including in coordination with its strategic partners, vendors and suppliers, in order to produce its electric vehicles, and there can be no assurance such systems will be successfully developed.

Polestar's vehicles use a substantial amount of externally developed and in-house software and complex technological hardware to operate, some of which is still subject to further development and testing. The development and implementation of such advanced technologies is inherently complex, and Polestar will need to coordinate with its vendors and suppliers in order to develop such technologies and integrate them into its electric vehicles and ensure such technologies interoperate with other complex technology as designed and as expected. Polestar may fail to detect defects and errors that are subsequently revealed, and its control over the performance of other parties' services and systems may be limited. Any defects or errors in, or which are attributed to, Polestar's technology, could result in, among other things:

- · delayed production and delivery of Polestar's vehicles;
- · delayed market acceptance of Polestar's vehicles;
- loss of customers or the inability to attract new customers;
- diversion of engineering or other resources for remedying the defect or error;
- damage to Polestar's brand or reputation;
- increased service and warranty costs;
- · legal action by customers or third parties, including product liability claims; and
- · penalties imposed by regulatory authorities.

In addition, if Polestar and its partners are unable to develop the software and technology systems necessary to operate its vehicles, Polestar's competitive position will be harmed. Polestar relies on its strategic partners and suppliers to develop a number of technologies for use in its products, including Google Android Automotive Services for the infotainment system installed in Polestar vehicles and independent developers developing third-party apps for Polestar vehicles. There can be no assurances that Polestar's strategic partners and suppliers will be able to meet the technological requirements, production timing and volume requirements of subsiness plan. In addition, such technology may not satisfy the cost, performance useful life and warranty characteristics Polestar anticipates in its business plan, which could materially and adversely affect Polestar's usiness, prospects and results of operations.

Polestar faces risks associated with international operations, including tariffs and unfavorable regulatory, political, tax and labor conditions, which could materially and adversely affect its business, financial condition, results of operations and prospects.

Polestar has operations and subsidiaries in Europe, North America and Asia that are subject to the legal, political, regulatory and social requirements and economic conditions in these jurisdictions. Additionally, as part of its growth strategy, Polestar intends to expand its sales, maintenance and repair services and manufacturing activities to new countries in the coming years. However, Polestar has limited experience in manufacturing, selling or servicing its vehicles, and such expansion would require it to make significant expenditures, including the hiring of local employees, in advance of generating any revenue.

Polestar is subject to a number of risks associated with international business activities that may increase its costs; impact its ability to sell, service and manufacture its vehicles; and require significant management attention.

These risks include:

- · conforming Polestar's vehicles to various international regulatory requirements of jurisdictions where its vehicles are sold or homologated;
- · establishing localized supply chains and managing international supply chain and logistics costs;
- · difficulty in staffing and managing foreign operations;
- difficulties attracting customers in new jurisdictions;
- difficulties establishing international manufacturing operations, including difficulties establishing relationships with or establishing localized supplier bases and developing cost-effective and reliable supply chains for such manufacturing operations;
- taxes, regulations and permit requirements, including taxes imposed by one taxing jurisdiction that Polestar may not be able to offset against taxes imposed upon it by another relevant jurisdiction, and foreign tax and other laws limiting its ability to repatriate funds to another relevant jurisdiction;
- fluctuations in foreign currency exchange rates and interest rates, including risks related to any forward currency contracts, interest rate swaps or other hedging activities Polestar undertakes and changes in value of certain currencies relative to other currencies, including shifts in the Chinese Yuan, U.S. Dollar and Swedish Krona;
- United States, European Union and other and foreign government trade restrictions, tariffs and price or exchange controls;
- · foreign labor laws, regulations and restrictions;
- · changes in diplomatic and trade relationships, including political risk and customer perceptions based on such changes and risks;
- political instability, natural disasters, climate change, environmental conditions, pandemics, war or events of terrorism; and
- · the strength of international economies.

For example, many of Polestar's vehicles are manufactured in China. The United States recently imposed extraordinary tariffs on Chinese-made electric cars and additional tariffs on goods from China may be imposed in the future. The United States is also considering regulations on the use of information and communications technologies from China and deployed in connected vehicles, which could limit Polestar's ability to use certain vendors in its vehicle systems. The European Union has recently announced that they will be imposing higher import tariffs on Chinese-electric vehicle imports. If a resolution is not reached between China and the EU, this will result in higher import tariffs on Polestar's vehicles by the European Union for Polestar vehicles imported from China, which will lead to higher selling prices or lower margins on the vehicles sold. China has also stated that it is looking at its own measures to respond to such tariffs. Although, Polestar's manufacturing facilities in Charleston, South Carolina and Busan, South Korea (which are owned and operated by Polestar's manufacturing partners) as well as any potential future facilities, are anticipated to reduce the risk of higher import or custom duties in the US and/or the European Union, this may not ultimately be the case. If these manufacturing facilities do not ramp up as expected, Polestar will rely more heavily on imported inventory from China and its vehicles may be subject to higher tariffs.

In addition to the above risks, Polestar may be impacted by the upcoming enactment of Sweden's new foreign direct investment ("FDI") regime. The reintroduction of this FDI regime became effective on December 1, 2023 and includes, among other items, a mandatory filing obligation for investors of, and a required authorization for implementation of investments in, companies that are located in Sweden and that are engaged in certain sensitive industries, sectors, and activities. Due to the novelty of the regime and the reolving nature of FDI-related matters, Polestar cannot definitively state that it will not be directly impacted by the new Swedish FDI regime. If Polestar is ultimately directly or indirectly impacted by Sweden's new FDI regime, if may negative impact on its business.

Polestar's success depends on the success of its current and future partnerships, which could be adversely affected by its lack of sole decision-making authority and the actions of its co-owners or partners.

In June 2023, Polestar entered into a joint venture agreement with the technology company Hubei Xingji Meizu Group Co., Ltd. ("Xingji Meizu"), a related party, and may enter into other joint ventures or other strategic partnerships in the future. The joint venture is expected to strengthen Polestar's position and offering in the Chinese electric vehicle market by bringing together Polestar's capabilities within design and performance with the software and consumer electronics hardware development expertise of Xingji Meizu. The joint venture intends to develop Xingji Meizu's existing technology platform, Flyme Auto, into an operating system for Polestar cars sold in China, including in-car apps, streaming services, and intelligent vehicle software as well as mobile and augmented reality devices and customer apps. Polestar currently owns 49% of the joint venture company, with Xingji Meizu owning approximately 31.8%. The success of Polestar's joint venture with Xingji Meizu, though following the completions in China, is critical to Polestar's joint venture with Xingji Meizu, the with Xingji Meizu, chinding its ability to meet sale expectiations in China, is critical to Polestar's operating systematic; if the joint venture, and the margins on the vehicles sold in China will be lower than that in other markets. Additionally, the technology intended to be developed by the joint venture will be successful. Customers may not purchase vehicles from the joint venture, and the analysing of the end consumers. It may take longer to develop and may cost more to develop than anticipated.

Additionally, there is no assurance that the joint venture will be able to maintain, identify or secure suitable business relationships in the future or that these relationships will be successful. Furthermore, should the joint venture company suffer liquidity constraints or other financial difficulties this might require Polestar to invest further amounts and/or cause delays with payments that Polestar is owed from the joint venture company for its cars.

In the joint venture with Xingji Meizu and other arrangements, Polestar shares ownership and management of a company with one or more parties who may not have the same goals and priorities as Polestar and may compete with Polestar outside the joint venture. Joint ventures are intended to be operated for the benefit of all co-owners, rather than for Polestar's exclusive benefit. If a co-owner changes, relationships deteriorate or strategic objectives diverge, Polestar's success in the joint venture may be materially adversely affected. Further, some of the benefits from a joint venture are shared among the co-owners, so Polestar may not receive all of the benefits of a successful joint venture.

In addition, because Polestar shares ownership and management with other parties, Polestar may have limited control over the actions of a joint venture, particularly when it owns a minority interest, as in the joint venture with Xingji Meizu. To the extent another party makes decisions that negatively impact the joint venture or internal control issues arise within the joint venture, Polestar may have to take responsive actions, or Polestar may be subject to penalties, fines, financial and legal liabilities or other punitive actions for these activities. The value of the joint venture may also be materially negatively impacted.

The Chinese government may intervene in or influence Polestar's and Polestar's partners' operations in China at any time, which could result in a material change in Polestar's operations and ability to produce vehicles and significantly and adversely impact the value of Polestar's securities.

The Chinese government exerts substantial influence, discretion, oversight and control over the manner in which companies incorporated under the laws and regulations of China must conduct their business activities, including activities relating to overseas offerings of securities and/or foreign investments in such companies. Polestar is incorporated under the laws of England and Wales with headquarters in Sweden, and has subsidiaries with operations in mainland China as well as other significant markets. Accordingly, Polestar is not subject to the permissions requirements of the China Securities Regulatory Commission (the "CSRC") with respect to the issuance of securities by

Polestar to investors. However, Polestar cannot guarantee that the Chinese government will not seek to intervene or influence any of Polestar's or its partners' operations or securities' offerings at any time. If Polestar or its partners were to become subject to such direct influence, intervention, discretion, oversight or control, including those over overseas offerings of securities (including foreign investments), it may result in a material adverse change in Polestar's and its partners' operations and cause the value of Polestar's securities to significantly decline or be worthless.

The Chinese government has recently published new policies that significantly affected certain industries such as the education and internet industries, and Polestar, albeit not engaging in such industries, cannot rule out the possibility that the Chinese government will in the future release regulations or policies regarding Polestar's industry that could require Polestar and its partners to seek permission from Chinese authorities to continue operating, which may adversely affect Polestar's business, financial condition and results of operations.

Compliance with China's new Data Security Law, Cybersecurity Review Measures (revised draft for public consultation), Personal Information Protection Law, regulations and guidelines relating to the multi-level protection scheme and any other future laws and regulations may entail significant expenses and could materially affect Polestar's business.

China has implemented new rules relating to data protection, and the new Data Security Law of the People's Republic of China ("Data Security Law") took effect in September 2021. The Data Security Law provides that the data processing activities, including the collection, storage, usage, editing, transmission, provision and publication of the data shall be in compliance with the laws, regulations and shall ot damage the national security or public interest, or damage any legitimate interest of any individuals or entities. Pursuant to the Data Security Law, China establishes the "data classification and hierarchical protection system" and "data security review system" for the purpose of data protection. Without prior approval by the Chinese competent regulator, any entity or individual shall be prohibited from transferring data stored in China to forcement agencies or judicial authorities.

Additionally, the Cyber Security Law of the People's Republic of China ("Cyber Security Law") that came into effect in June 2017 requires companies to take certain organizational, technical and administrative measures and other necessary measures to ensure the security of their networks and data stored on their networks. Specifically, the Cyber Security Law provides that China adopt a multi-level protection scheme ("MLPS"), under which network operators are required to implement security protection measures to ensure that the network is free from interference, disruption or unauthorized access, and prevent network data from being disclosed, stolen or tampered with. Under the MLPS, entities operating information systems must have a thorough assessment of the risks and the conditions of their information and network systems to determine the level to which the entity's information and network systems belong-from the lowest Level1 to the highest Level5 pursuant to a series of national standards on the grading and implementation of the classified protection of cyber security. The grading result will determine the set of security protection obligations that entities must comply with. In the event the information and network systems are preliminarily classified as Level2 or above, the network operator should report the grade to the relevant government authority for examination, approval and final determination of its protection level.

Recently, the Cyberspace Administration of China (the "CAC") has taken action against several Chinese Internet companies in connection with their initial public offerings on U.S. securities exchanges, for alleged national security risks and improper collection and use of the personal information of Chinese data subjects. According to the official announcement, the action was initiated based on the National Security Law, the Cyber Security Law and Cybersecurity Review Measures, which are aimed at "preventing national data security risks, maintaining national security and safeguarding public interests." On November 14, 2021, the CAC published the

draft Network Data Security Management Regulation for public comment, which stipulates the requirement that data processors processing more than 1 million individuals' information should apply for a cybersecurity review with the CAC, if the processors intend to list their securities in a foreign country. On December 28, 2021, the CAC published the Cybersecurity Review Measures, which came into effect on February 15, 2022, specifying that the cybersecurity review must be conducted in the event the data processing operators in possession of personal information of over 1 million users intend to list their securities in a foreign country.

It is unclear at the present time how widespread the cybersecurity review requirement and the enforcement action will be and what effect they will have on Polestar in particular. China's regulators may impose penalties for noncompliance ranging from fines or suspension of operations, and this could lead to us delisting from the U.S. stock market.

Also, on August 20, 2021, the Standing Committee of China's National People's Congress passed the Personal Information Protection Law of the People's Republic of China ("Personal Information Protection Law"), which became effective on November 1, 2021. The Personal Information Protection Law provides a comprehensive set of data privacy and protection requirements that apply to the processing of personal information and expands data protection compliance obligations to cover the processing of personal information of individuals by organizations and individuals in China. In addition, if the processing of personal information and expands data protection China, the Personal Information of individuals by organizations and individuals in China. In addition, if the processing of personal information of individuals by organizations and individuals in China. In addition, if the processing of personal information infrastructure operators and personal information protection Law shall also apply if such processing is for purposes of providing products and services to, or analyzing and evaluating the behavior of, persons in China, and to pass a security assessment administered by the CAC for any export of such personal information. On July 7, 2022, the CAC are also required to store in China personal information is transferred outbound: (i) where a data processor provides key data overseas, (ii) critical information infrastructure operator and personal information of over 100,000 individual's personal information of over 10,000 individuals in total abroad since January 1 of the previous year. Lastly, the Personal Information Protection Law contains proposals for significant fines for serious violations of up to RMB 50 million or 5% of annual turnover of the prive year and may also be ordered to suspend any related activity by competent authorities.

Other than personal information, the Several Measures on the Automobile Data Security Management (for Trial Implementation) jointly issued by the National Development and Reform Commission, Ministry of Industry and Information Technology, Ministry of Public Security, CAC and Ministry of Transport on August 16, 2021 and came into effect on October 1, 2021, impose strict regulation on important data, which includes more than 100,000 individuals' personal information. The Several Measures on the Automobile Data Security Management (for Trial Implementation) provide that important data should be stored within the territory of China in accordance with the law, and if it is really necessary to export such data due to business needs, a security assessment organized by the CAC must be passed.

On July 7, 2022, the CAC released the Cross-border Data Transfer Security Measures (the "Security Assessment Measures") effective from September 1, 2022, with a six months "rectification period." The Security Assessment Measures provides for the scope of data that will be subject to security assessment when being exported, including (i) personal information and important data collected and generated by a critical information infrastructure operator; (ii) any important data that is to be exported; (iii) personal information from a data handler that has processed personal information of ower 100,000 individuals or sensitive personal information of over 100,000 individuals or sensitive personal information and materials with a security assessment. As a data handler may subject to the Security Assessment Measures, as of the date of this Report, Polestar has not obtained any approval on the security assessment from the CAC, on rhas Polestar submitted any materials with any CAC offices at the provincial level for the security assessment after the espiration of the six months "rectification period" and many companies filed for the security assessment after the expiration of the six months "rectification period" will not have a material adverse effect on Polestar's business operations in China.

On December 8, 2022, the Ministry of Industry and Information Technology of China promulgated the Industry and Information Technology Field Data Security Administrative Measures (for Trial Implementation) effective from January 1, 2023, which regulate the data processing activities in the field of industry and information technology conducted within the territory of the PRC. Under the foregoing measures, data handlers in the field of industry and information technology "includes industriated the tart aremains effectively protected and is lawfully processed, and conduct data security risk monitoring. Under the data classification and categorization, "data in the field of industry and information technology" includes industriated tata, and radio data; among others, "industrial data" menses data produced and collected in the course of research and development, design, production and manufacturing, business management, operating maintenance, and platform operation in various sectors and fields of industry. A data handler in the industry and information technology field in the PRC shall submit its catalog of important data and core data to the local industrial regulatory department for recordation. Since Polestar is not registered manufacturer in PRC but cooperating with its Original Equipment Manufacturer ("OEM") suppliers, the legal obligations are mainly with the OEM suppliers. However, Polestar may be impacted should its OEM suppliers not fulfill such for obligations under the forgoing measures.

Polestar uses global information systems to support its worldwide operation, but the information systems might not have servers in China and the personal information collected by Polestar in China may be constantly exported outside China to countries hosting the information systems' servers. Polestar also relies on certain information systems maintained by Volvo Cars to process certain personal information, which similarly exports personal information outside China on a regular basis. Personal information processed by information systems with servers in China is stored in China, unless Polestar's operations necessitate exporting such personal information.

Furthermore, Polestar and its subsidiaries in China are not classified as "critical information infrastructure operators" or "network platform operators" under the Cybersecurity Review Measures, nor have Polestar and its subsidiaries received any notice from the CAC defining them as the foregoing, which would require Polestar or its subsidiaries to apply for a cybersecurity review with the CAC. If it is determined in the future that approvals or permissions from the CAC or or ther regulatory authorities are required, or or other regulatory authorities are required, or or other regulatory authorities are required, or other regulatory procedures, Polestar or its subsidiaries to obtain heir approvals or accomplish any required filing or other regulatory procedures, Polestar may be unable to obtain a waiver of such approval requirements, if and when procedures are established to obtain such a waiver.

Interpretation, application and enforcement of these laws, rules and regulations will evolve over time and their scope may continually change, through new legislation, amendments to existing legislation or changes in enforcement. Compliance with the Cyber Security Law, the Data Security Law, the Personal Information Protection Law and/or related implementing regulations could significantly increase the cost to Polestar of producing and selling vehicles, efforts to comply with applicable laws, regulations and other obligations relating to privacy, data protection nad information security, it is possible that Polestar's partices or offerings could fail to meet all of the requirements imposed on Polestar by the Cyber Security Law, the Data Security, Law, the Personal Information Protection Law and/or related implementing regulations. Any failure on Polestar's part to comply with such laws or regulations or any other obligations relating to privacy, data protection or information security, or any compromise of security that results in unauthorized access, use or release of personally identifiable information or other data, or the perception or allegations. Any failure or compromise has occurred, could amage Polestar's reputation, discourage new and existing counterparties from contracting with Polestar or result in investigations, finaes, suspension or other penalties by Chinese government authorities and private claims or litigation, any of which could materially adversely affect Polestar's business, financial condition and results of operations. Even if Polestar's practices are not subject to legal challenge, the perception of privacy concerns and generally increasing, which could result in new legislation, in *negative public perception of Polestar's current data collection practices and certain of its services or technologies and/or in changing user behaviors that negatively affect Polestar's business, and and ercent of its services or technologies and/or in changing user behaviors that negatively affect Polest*

Polestar may be adversely affected by the complexity, uncertainties and changes in the regulations on internet-related business, automotive business and other business carried out by Polestar's operating entities in China. Polestar and its subsidiaries may not receive or maintain permissions or all required approvals from the CAC or other relevant authorities to operate in China.

The Chinese government extensively regulates the internet and automotive industries and other business carried out by Polestar's operating entities in China. Such laws and regulations are relatively new and evolving, and their interpretation and enforcement involve significant uncertainties. As a result, in certain circumstances it may be difficult to determine what actions or omissions may be deemed to be in violation of applicable laws and regulations. The Chinese government also has significant oversight and discretion over the conduct of Polestar's business and Polestar's operations may be affected by evolving regulatory policies as a result. The Chinese government has recently published new policies that significantly affect certain industries, and Polestar cannot rule out the possibility that it will in the future release regulations or policies regarding Polestar's industry that could adversely affect Polestar's business, financial condition and results of operations.

Several regulatory authorities in China, such as the State Administration for Market Regulation, the National Development and Reform Commission, the Ministry of Industry and Information Technology and the Ministry of Commerce, oversee different aspects of the electric vehicle business, and Polestar's operating entities in China are required to obtain a wide range of government approvals, licenses, permits and registrations in connection with their operations in China. For example, certain filings must be made by automobile dealers through the information system for the national automobile circulation operated by the relevance department within 90 days after the receipt of a business license. Furthermore, the electric vehicle industry is relatively immature in China, and the government has not adopted a clear regulatory framework to regulate the industry.

There are also substantial uncertainties regarding the interpretation and application of the existing laws, regulations and policies and possible new laws, regulations or policies in China relating to internet-related businesses as well as automotive businesses and companies. There is no assurance that Polestar will be able to obtain all the permits or licenses related to its business in China, or will be able to maintain its existing permits and licenses or obtain new ones. In the event that the Chinese government considers that Polestar was or is operating without the proper approvals, licenses or permits, promulgates new laws and regulations that require additional approvals or licenses, or imposes additional restrictions on the operation of any part of Polestar's business. It chinese government has the power, among other things, to levy fines, confiscate any of Polestar's income that it considers illegal, revoke its business licenses and require Polestar to suspend or discontinue the relevant business or impose restrictions on the affected portion of

its business. Any of these actions by the Chinese government, and any related negative publicity, may have a material and adverse effect on Polestar's business, prospects, financial condition, and results of operations, as well as the trading price of ADSs.

Polestar relies heavily on manufacturing facilities and suppliers based in China, including single-source suppliers, and its growth strategy will depend on growing its business in China. This subjects Polestar to economic, operational, regulatory and legal risks specific to China.

Polestar relies heavily on manufacturing facilities based in China for the manufacture of its vehicles, including facilities of Volvo Cars, Geely and its other contract partners. Polestar intends to rely solely on arrangements with its contract manufacturers, including Volvo Cars and Geely, for current and future Polestar models, many of which are based in China, and its growth strategy will depend on growing its business based in China. In addition, Polestar relies on single-source suppliers in China for critical components for Polestar vehicles. This growing presence increases Polestar's sensitivity to the economic, operational and legal risks specific to China. For example, China's economy differs from the economics of most developed countries in many aspects, including, but not limited to, the degree of government involvement, level of development, reinvestment control of foreign exchange, allocation of resources, growth rate and development level. Although the Chinese government has implemented measures since the late 1970s which are generally viewed as a positive development for foreign business investment, a substantial portion of productive assets in China are still owned by the Chinese government. In addition, the Chinese government continues to play a significant role in regulating industry development by imposing industrial policies. The Chinese government to particular industries or companies.

While China's economy has experienced significant growth over the past decades, growth has been uneven, both geographically and among various sectors of the economy, and the rate of growth has been slowing down. Some of the governmental measures intended to benefit the overall Chinese economy may have a negative effect on Polestar. For example, Polestar's financial condition and results of operations may be adversely affected by changes in tax regulations. Higher inflation could adversely affect Polestar's results of operations, and financial condition. Furthermore, certain operating costs and expenses, such as battery prices and freight and distribution costs, employee compensation and office operating expenses, may increase as a result of higher inflation. In addition, the Chinese government has implemented in the past certain measures to control the pace of economic growth. These measures may cause decreased economic activity, which in turn could lead to a reduction in demand for Polestar's products and services, and consequently have a material and adverse effect on Polestar's businesses, financial condition and results of operations.

It is unclear whether and how Polestar's current or future business, prospects, financial condition or results of operations may be affected by changes in China's economic, political and social conditions and in its laws, regulations and policies. Changes in Chinese policies, regulations and rules, or their enforcement, may occur with little advance notice and could have a significant impact upon Polestar's and its partners' ability to operate profitably.

In addition, many of the economic reforms carried out by the Chinese government are unprecedented or experimental and are expected to be refined and improved over time. This refining and improving process may not necessarily have a positive effect on Polestar's operations and business development.

Additionally, the legal system in China is developing and there are inherent uncertainties that may affect the protection afforded to Polestar for its business and activities in China that are governed by Chinese laws and regulations. Any administrative and court proceedings in China may be protracted, resulting in substantial costs and diversion of resources and management attention. Since administrative and court authorities in China have significant discretion in interpreting and implementing statutory and contractual terms, it may be more difficult to evaluate the outcome of administrative and court proceedings and the level of legal protection for Polestar than in more developed legal systems. These uncertainties may impede Polestar's ability to enforce contracts and could materially and adversely affect Polestar's business, financial condition and results of operations.

If Polestar updates or discontinues the use of its manufacturing equipment more quickly than expected, it may have to shorten the useful lives of any equipment to be retired as a result of any such update, and the resulting acceleration in Polestar's depreciation could negatively affect its financial results.

Polestar has invested and expects to continue to invest significantly in what it believes is state of the art tooling, machinery and other manufacturing equipment, including in collaboration with its manufacturing partners, and Polestar depreciates the cost of such equipment over its expected useful lives. However, manufacturing technology may evolve rapidly, and Polestar may decide to update its manufacturing processes more quickly than expected. Moreover, as Polestar ramps the commercial production of its vehicles, Polestar's experience may cause it to discontinue the use of already installed equipment in favor of different or additional equipment. The useful life of any equipment to be accelerated, and Polestar's results of operations could be negatively impacted.

Polestar's main distribution approach is different from the currently predominant distribution model for automakers, and its long-term viability is unproven. Polestar does not have a third-party retail product distribution network in all of the countries in which it operates, and Polestar may face regulatory challenges to or limitations on its ability to sell vehicles directly.

Polestar's main distribution approach is not common in the automotive industry today. Polestar vehicles are sold either directly to users (rather than through dealerships), or, in certain countries, through third parties via a franchising model. In North America, for example, all sales are conducted through trusted representatives. Polestar's direct to consumer approach of vehicle distribution is relatively new and has a shorter track record to prove long-term effectiveness. It thus subjects Polestar to risks as it requires, in the aggregate, significant expenditures and may provide for slower expansion of Polestar's distribution and sales systems than the

traditional dealership system. For example, Polestar does not utilize long established sales channels developed through a dealership system to increase its sales volume. However, Polestar does leverage the existing Volvo Cars network of dealers as a pipeline of potential operators of Polestar Spaces or distributors (depending on the distribution approach in each country). Moreover, Polestar competes with automakers with well-established distribution channels. If Polestar's lack of a traditional dealer distribution network results in lost opportunities to generate sales, it could limit Polestar's ability to grow. Polestar's expansion of its network of retail locations and service points may not fully meet users' expectations. Polestar's network of retail locations and service points may not fully meet users' expectations. Polestar's network from government authorities, and Polestar may not be successful in addressing these challenges.

Polestar's experience distributing directly to consumers only started in 2019 with the launch of Polestar 1 and at a larger scale in 2020 with the launch of Polestar 2. Therefore, Polestar expects that the building of an in-house sales and marketing function will be expensive and time consuming. To the extent Polestar is unable to successfully execute on its current direct distribution plans, it may be required to change such plans, which may prove costly, time-consuming or ineffective. If Polestar's use of an in-house sales and marketing team is not effective, Polestar's results of operations and financial conditions could be adversely affected.

Additionally, the laws governing licensing of dealers and sales of motor vehicles vary from country to country and, within a country, from state to state, and the application of these local laws to Polestar's operations can be difficult to predict. Certain jurisdictions require a dealer license to sell new motor vehicles within the country or state. Where required, Polestar anticipates that it can become a licensed dealer in certain countries. In countries where Polestar is required to resort to dealers, other challenges may arise. In the United States, for example, some automobile dealers have brought a claim before the Illinois Motor Vehicle Review applicable laws and regulations do not currently prohibit its direct sales model, legislatures may impose additional requirements. Because the laws vary from country to country, and, within a country, from state to state, Polestar's distribution model and its sales and service processes is continually monitored and adapted for compliance with the various jurisdictional requirements and may change from time to time. Regulatory compliance and likely challenges to the distribution model may add to the cost of Polestar's business.

Insufficient reserves to cover future warranty or part replacement needs or other vehicle repair requirements, including any potential software upgrades, could have a material and adverse effect on Polestar's business, prospects, financial condition and results of operations.

Polestar provides a manufacturer's warranty on all vehicles, components and systems it sells. Polestar needs to maintain reserves to cover part replacement and other vehicle repair needs, including any potential software upgrades or warranty claims. In addition, Polestar provides additional warranties on installation workmanship or performance guarantees. Warranty reserves will include Polestar's management team's best estimate of the projected costs to repair or to replace items under warranty. Such estimates are inherently uncertain, particularly in light of Polestar's limited operating history and the limited field data available to it, and changes to such estimates based on real-world observations may cause material changes to Polestar's warranty reserves in the future. If Polestar's reserves are inadequate to cover future maintenance requirements on its vehicles, its business, prospects, financial condition and results of operations could be materially and adversely affected. Polestar may become subject to significant and unexpected expenses as well as claims from its customers, including loss of revenue or damages. There can be no assurances that the then-existing reserves will be sufficient to cover all claims. In addition, if future laws or regulations impose additional warranty obligations on Polestar that go beyond Polestar's manufacturer's warranty, Polestar may be exposed to materially higher warranty, parts replacement and repair expenses than it expects, and its reserves may be insufficient to cover such expenses.

Polestar may be unable to offer attractive leasing and financing options for its current vehicle models and future vehicles, which would adversely affect consumer demand for its vehicles.

Polestar offers leasing and financing of its vehicles to potential customers through financing partners. Polestar believes that the ability to offer attractive leasing and financing options is particularly relevant to customers in the premium vehicle segments in which it competes. We cannot provide any assurance that our financing partners will continue, or would be able or willing, to provide such services on terms acceptable to us or our customers. If Polestar is unable to offer its customers an attractive option to finance the purchase or lease of its vehicles, such failure could substantially reduce the population of potential customers and decrease demand for Polestar's vehicles.

Polestar is subject to risks associated with advanced driver assistance system technology. Polestar is also working on adding autonomous driving technology to its vehicles and expects to be subject to the risks associated with this technology, including uncertain and evolving regulations. Polestar cannot guarantee that its vehicles will achieve its targeted assisted or autonomous driving functionality within its projected timeframe, or ever.

Polestar's vehicles are designed with the advanced driver assistance system ("ADAS") hardware, and Polestar expects to launch automation functionalities and additional capabilities, including autonomous driving ("AD"), over time. ADAS/AD technologies are emerging and subject to known and unknown risks, and there have been accidents and fatalities associated with such technologies. The safety of such technologies depends in part on user interaction, and users, as well as other drivers on the roadways, may not be accustomed to using or adapting to such technologies. In addition, self-driving technologies are the subject of intense public scrutiny and interest, and previous accidents involving autonomous driving features in other vehicles, including alleged failures or misuse of such features, have generated significant negative media attention and government investigations. To the extent accidents associated with Polestar's ADAS or AD technologies occur, Polestar could be subject to significant liability, government

scrutiny and further regulation. ADAS/AD technology is subject to considerable regulatory uncertainty as the law in different jurisdictions evolves to catch up with the rapidly evolving nature of the technology itself, all of which is beyond Polestar's control. There is a variety of international, federal and state regulations that may apply to self-driving and driver-assisted vehicles, which include many existing vehicle standards that were not originally intended to apply to vehicles that may not have a driver. There are currently no federal U.S. regulations pertaining to the safety of self-driving vehicles; however, NHTSA has established recommended guidelines. Certain states have legal restrictions on self-driving vehicles, and many other states are considering them. In Europe, certain vehicles afety regulations apply to self-driving braking and steering systems, and certain treaties also restrict the legality of certain higher levels of self-driving vehicles. Self-driving laws and regulations are expected to continue to evolve in numerous jurisdictions in the U.S. and foreign countries, which increases the likelihood of a patchwork of complex or conflicting regulations that may delay products or restrict self-driving features and availability, which could adversely affect Polestar's business. Polestar's vehicles may not achieve the requisite level of autonomy that may be required in some countries or jurisdictions for certification and rollout to consumers or may not satisfy changing regulatory requirements which could require Polestar to redesign, modify or update its ADAS/AD hardware and related software systems. Any of the foregoing could materially and adversely affect Polestar's busines.

In addition, Polestar faces substantial competition in the development and deployment of ADAS/AD technologies. Many of Polestar's competitors, including Tesla, established automakers such as Mercedes-Benz, Audi and General Motors (including via its investments in Cruise Automation), and technology companies including Waymo (owned by Alphabet), Zoox.ai (owned by Amazon), Aurora, Argo AI (jointly owned by Ford and Volkswagen), Mobileye, Aptiv (which recently acquired Wind River), Baidu, Nuro and Ghost Autonomy, have devoted significant time and resources to developing ADAS/AD technologies. They may also own patents in this area, which may be relevant to technologies Polestar may use. If Polestar is unable to develop competitive or more advanced ADAS/AD technologies or acquire access to such technology via partnerships or investments in other companies or assets, it may be unable to equip its vehicles with competitive ADAS/AD technologies are also subject to considerable regulatory uncertainty, which exposes Polestar to additional risks.

Developments in electric vehicle or alternative fuel technology or improvements in the internal combustion engine may adversely affect the demand for Polestar's vehicles.

Polestar may be unable to keep up with changes in electric vehicle technology or alternatives to electricity as a fuel source and, as a result, its competitiveness may suffer. Significant developments in alternative technologies, such as alternative battery cell technologies, hydrogen fuel cell technology, advanced gasoline, ethanol or natural gas or improvements in the fuel economy of the internal combustion engine, may materially and adversely affect Polestar's business and prospects in ways it does not currently anticipate. Existing and other battery cell technologies, fuels or sources of energy may emerge as customers' preferred alternative to the technologies in Polestar's electric vehicles. Any failure by Polestar to develop new or enhanced technologies or processes, or to react to changes in existing technologies, could materially delay its development and introduction of new and enhanced electric vehicles, which could result in the loss of competitiveness of its vehicles, decreased revenues and a loss of market share to competitors. In addition, Polestar expects to compete in part on the basis of its vehicles and introduce new models that reflect such technologies developments, but its vehicles may become obsolete, and its research and development of its strategic partners) may not be sufficient to adapt to changes in alternative fuel and electric vehicle technology. Additionally, as new companies and larger, existing technologies or the electric vehicle scale run be sufficient to sufficient to adapt to changes in existing technologies could materially harm its competitive position. Any failure by Polestar to successfully react to changes in existing technologies could materially harm its competitive position and growth prospects.

Extended periods of low gasoline or other petroleum-based fuel prices could adversely affect our business, prospects, results of operations and financial condition.

A portion of the current and expected demand for electric vehicles results from concerns about volatility in the cost of gasoline and other petroleum-based fuel, the dependency of Europe, North America and Asia on oil from unstable or hostile countries, government regulations and economic incentives promoting fuel efficiency and alternative forms of energy, as well as concerns about climate change resulting in part from the burning of fossil fuels. If the cost of gasoline and other petroleum-based fuel decreases significantly, the outlook for the long-term supply of oil to Europe, North America and Asia improves, the government eliminates or modifies its regulations or economic incentives related to fuel efficiency and alternative forms of energy or there is a change in the perception that the burning of fossil fuels negatively impacts the environment, the demand for electric vehicles, including our vehicles, could be reduced, and our business and revenue may be harmed.

Gasoline and other petroleum-based fuel prices have historically been extremely volatile and it is difficult to ascertain whether such volatility will continue to persist. Lower gasoline or other petroleum-based fuel prices over extended periods of time may lower the perception in government and the private sector that cheaper, more readily available energy alternatives should be developed and produced. If gasoline or other petroleum-based fuel prices remain at deflated levels for extended periods of time, the demand for electric vehicles, including our vehicles, may decrease, which would have an adverse effect on our business, prospects, financial condition and results of operations.

Changes in foreign currency rates, interest rate risks, or inflation could materially affect Polestar's results of operations.

Due to its international operations, Polestar faces foreign currency risk exposure from fluctuating currency exchange rates, interest rate risk from its exposure to floating and variable interest rates, and inflation risk from existing and expected rates of inflation in the U.S. and other jurisdictions.

The Russo-Ukrainian war led to increased inflationary pressures on prices of components, materials, labor, and equipment used in the production of Polestar vehicles. Increases in battery prices due to the increased prices of lithium, cobalt, and nickel are expected to lead to higher inventory and costs of goods sold. Higher oil prices have also increased freight and distribution costs across all markets. It is uncertain whether these inflationary pressures will persist in the future. See Item 5 "Operating and Financial Review and Prospects—Key factors affecting performance—Inflation."

Further, fluctuations in currency rates, interest rate hikes and existing and expected rates of inflation in the U.S. and other jurisdictions have resulted in extreme volatility in the global financial markets, which has increased Polestar's cost of capital and may limit its ability to access financing when needed. Polestar may not be able to obtain additional financing on terms favorable to it, if at all. See "*—Risks Related to Financing and Strategic Transactions—Polestar will require additional capital to support business growth, and this capital might not be available on commercially reasonable terms, or at all.*"

Polestar's facilities or operations could be and have been adversely affected by events outside of its control, such as natural disasters, wars, health epidemics, pandemics or security incidents.

Polestar may be impacted by natural disasters, wars, health epidemics or pandemics (such as the Covid-19 pandemic) or other events outside of its control. For example, flooding impacted Polestar's manufacturing facility in July 2019 and stopped production for one half of a day, and prolonged government mandated quarantines and lockdowns in China during 2022 due to further outbreaks of Covid-19 resulted in delays in the production and delivery of critical components and delayed production of Polestar vehicles. Further, if major disasters such as earthquakes, wildfires, tornadoes or other events occur, or if Polestar's information system or communications network breaks down or operates improperly. Polestar's facilities and manufacturing may be seriously damaged or affected, or Polestar may have to stop or delay production and shipment of its products. The effects of climate change may exacerbate the impact of natural disasters and weather events. Furthermore, Polestar could be impacted by physical security incidents at its facilities or those of its strategic partners, which could result in significant damage to such facilities that could require Polestar or its partners to delay or discontinue production of its vehicles. Polestar may incur significant expenses or delays relating to such events outside of its control, which could have a material adverse impact on its business, results of operations and financial condition.

A global economic recession or other downturn may have a disproportionately adverse impact on Polestar's business, prospects, results of operations and financial condition.

Because of Polestar's premium brand positioning and pricing, an economic downturn is likely to have a heightened adverse effect on it, compared to many of its electric vehicle and traditional automotive industry competitors, to the extent that consumer demand for luxury goods is reduced in favor of lower-priced alternatives. Any economic recession or other downturn could also cause logistical challenges and other operational risks if any of Polestar's suppliers, sub-suppliers or partners protentiate to otherwise unable to continue their operations.

The ongoing conflicts between Russia and Ukraine, in Israel and the Gaza Strip, and in the Red Sea have, and are likely to continue to, generate uncertain geopolitical conditions, including sanctions, economic boycotts, and divestment initiatives that could adversely affect Polestar's business prospects and results of operations.

Russia and Ukraine are not Polestar markets, and there are no plans to launch in either market in the near future. However, Israel is a Polestar market and Polestar has some suppliers with operations in Israel. The uncertain geopolitical conditions, sanctions, and other potential impacts on the global economic environment resulting from Russia's invasion of Ukraine and the recent escalation in the conflict between Hamas and Israel may weaken demand for Polestar's vehicles and impact its ability to access production components, which could make it difficult for Polestar to forecast its financial results and manage its inventory levels. Polestar has suppliers in Israel, including Mobileye and StoreDot. If the conditions in Israel interrupt Polestar's ouppliers or limit the ability for Polestar's suppliers to operate, Polestar's business can be harmed. Additionally, in the past, Israel and Israeli companies have been, and continue to be, subject to economic boycotts and divestment initiatives, which could negatively impact Polestar's relationship with Mobileye and StoreDot. In addition, further escalation of the conflict in the Red Sea may affect our shipping operations and result in shipping companies rerouting their cargo ships. These potential shipping disruptions may cause additional shipping costs and delays.

The uncertainty surrounding these conditions and the current, and potentially expanded, scope of international sanctions against Russia may cause unanticipated changes in customers' buying patterns or may adversely impact operations of Polestar's suppliers. Sanctions have also created supply constraints and driven inflation that has impacted, and may continue to impact, Polestar's operations and could create or exacerbate risks facing Polestar's business.

Polestar vehicles are manufactured at facilities owned and operated by Volvo Cars. While Polestar understands that Volvo Cars does not have any "Tier 1" suppliers from Russia, car production is a complex process, with thousands of components sourced from all over the world. There can be no assurance, therefore, that there will not be some components sourced from suppliers subject to sanctions against Russia nor that the resulting disruption to the supply chain will not have an adverse impact on Polestar's business and results of operations and financial condition.

In the event geopolitical tensions deteriorate further or fail to abate, additional governmental sanctions may be enacted that could adversely impact the global economy, banking and monetary systems, markets, and the operations of Polestar and its suppliers.

If Polestar fails to successfully address these risks, its business, prospects, results of operations and financial condition could be materially harmed.

Risks Related to Cybersecurity and Data Privacy

Polestar relies on its and Volvo Cars' IT systems and third-party consultants, and so any material disruption to its or Volvo Cars' IT systems or the third-party operating our security operations center could have a material and adverse effect on Polestar.

The availability and effectiveness of Polestar's services depend on the continued operation of its information technology and communications systems. Polestar relies on its and Volvo Cars' IT systems, and such systems are vulnerable to damage or interruption from, among other adverse effects, fire, terrorist attacks, natural disasters, power loss, telecommunications failures, computer viruses, computer denial of service attacks, targeted cybersecurity threats, or other attempts to harm its systems. Polestar also contracts with a third party to operate its cybersecurity operations center. Polestar's products and services are also highly technical and complex and may contain errors or vulnerabilities that could result in interruptions in its services or the failure of its systems on which it relies.

As part of Volvo Cars IT incident process, Volvo Cars has informed Polestar of cybersecurity incidents that could have had an impact on the operations of Polestar. While the outcomes of these incidents were determined not to have had a material impact on the safety or security of Polestar's customers or their personal data, it nonetheless highlights the risk that Polestar faces by being partly reliant on external IT systems. Should a future material IT incident occur at Volvo Cars or at the third party that operates our cybersecurity operations center, it could cause Polestar to suffer lengthy interruptions to its ability to operate its business, damage to Polestar's reputation, loss of customers, loss of revenue, investigations or litigation or liability for damages, any of which could materially and adversely affect Polestar's business, results of operations, prospects and financial condition.

Any unauthorized control or manipulation of Polestar's products, digital sales tools and systems could result in loss of confidence in Polestar and its products.

Polestar's products contain complex information technology systems. Polestar collects, stores, transmits and otherwise processes data from vehicles, customers, employees and other third parties as part of its business operations, which may include personal data or confidential or proprietary information. Polestar also works with third parties that collect, store and process such data on its behalf and also uses digital tools to sell vehicles to its customers. Polestar has created a foundation of security policies and an information security directive and is of creating and testing information security policies to deployed systems. Polestar is complexed access by malicious actors and plans to continue deploying additional security measures as well as by software bugs, human error or technical malfunctions.

Furthermore, hackers may in the future attempt to gain unauthorized access to, modify, alter, disable, and use Polestar's vehicles, products, and digital sales tools and Polestar's or vendors' systems to (i) gain control of, (ii) change the functionality, user interface and performance characteristics of or (iii) gain access to sensitive or proprietary data stored in or generated by, such vehicles, products, digital sales tools and Systems. Advances in technology, an increased level of sophistication and diversity of Polestar's products, digital sales tools and services, an increased level of expertise of hackers and new discoveries in the field of cryptography could lead to a compromise or breach of the measures that Polestar or its service providers or vendors use. Polestar and its service providers' and vendors' systems have in the past and may in the future be affected by cybersecurity incidents. Polestar's and its service providers' and vendors' systems are also vulnerable to damage or interruption from, among other things, physical theft, fire, terrorist attacks, natural disasters, power loss, war, telecommunications failures, computer viruses, computer denial or degradation of service attacks, ransomware, social engineering schemes, domain name spoofing, insider theft or misuse or other attempts to harm its products and such systems are not and will not be fully redundant. Further, Polestar's and its service providers' or vendors' systems are not and will not be fully redundant. Further, Polestar's or its service providers' or vendors' and vendors' and vendors' and vendors' service attracts, natural disaster recovery planning is not yet fully developed and cannot account for all eventualities. Any problems at Polestar's or its service providers' and vendors' and vendors' service providers' or vendors' service. There can be no assurance that any security or other operational measures that Polestar or its service providers or vendors have implemented will be effective against any of the foregoing threats o

If Polestar is unable to protect its products, digital sales tools and its service providers' and vendors' systems (and the information stored on such platforms) from unauthorized access, use, disclosure, disruption, modification, destruction or other cybersecurity breaches, such problems or security breaches could have negative consequences for its business and future prospects, subjecting Polestar to substantial fines, penalties, damages and other liabilities under applicable laws and regulations, incurring substantial costs to respond to, investigate and remedy such incidents, reducing customer demand for Polestar's products, harming its reputation and brand and compromising or leading to a loss of protection of its intellectual property or trade secrets. In addition, regardless of their veracity, reports of unauthorized access to Polestar's vehicles or data or Polestar's or its service providers' and vendors' systems, as well as other factors that may result in the perception that such vehicles, systems or data are capable of being "hacked," could negatively affect Polestar's brand. In addition, some members of the U.S. federal government, including certain members of Congress and the National Highway Traffic Safety Administration ("NHTSA"), have recently focused attention on automotive cybersecurity

issues and may in the future propose or implement regulations specific to automotive cybersecurity. In addition, the United Nations Economic Commission for Europe has introduced regulations governing connected vehicle cybersecurity, which became effective in January 2021 and apply in the European Union to all new vehicle types beginning in July 2022 and will become mandatory for all new vehicles produced from July 2024. Such regulations are also in effect, or expected to come into effect, in certain other international jurisdictions. These and other regulations could adversely affect Polestar's business in Europe and other markets, and if such regulations or other future regulations are inconsistent with Polestar's approach to automotive cybersecurity. Polestar would be required to modify its systems (or cause its service providers and edays and could expose Polestar to potential liability to the extent its automotive cybersecurity systems and practices are inconsistent with such regulation.

In addition, Polestar's vehicles depend on the ability of software and hardware to store, retrieve, process and manage immense amounts of data. Polestar's software and hardware, including any over-the-air or other updates, may contain, errors, bugs, design defects or vulnerabilities, and its service providers' and vendors' systems may be subject to technical limitations that may compromise its ability to meet its objectives. Some errors, bugs or vulnerabilities, such efforts may not be discovered after code has been released for external or internal use. Although Polestar will attempt to remedy any issues it observes in its vehicles as effectively and rapidly as possible, such efforts may not be timely, may hamper production or may not be to the satisfaction of its customers. Additionally, if Polestar is able to deploy updates to the software addressing any issues, but its over-the-air update procedures fail to properly update the software, Polestar's customers would then need to arrange for installing such updates to the software may be subject to deficiencies and vulnerabilities until they do so. Any compromise of Polestar's intellectual property, proprietary information, systems or vehicles or inability to prevent or effectively remedy errors, bugs, vulnerabilities or defects in Polestar's software and hardware may cause Polestar to suffer lengthy interruptions to its ability to operate its business and its customers' ability to operate their vehicles, damage to Polestar's reputation, loss of revenue, governmental fines, investigations or liability for damages, any of which could materially and adversely affect its business, results of operations, prospects and financial condition.

Data privacy concerns are generally increasing, which could result in new legislation, in negative public perception of Polestar's current data collection practices and certain of its services or technologies and/or in changing user behaviors that negatively affect Polestar's business and product development plans.

In the course of its operations, Polestar collects, uses, stores, discloses, transfers and otherwise processes personal information from its customers, employees and third parties with whom it conducts business, including names, accounts, user IDs and passwords and payment or transaction related information. Additionally, Polestar uses its vehicles' electronic systems to log information about vehicle use, such as charge time, battery usage, mileage and driving behavior, in order to aid it in vehicle diagnostics, repair and maintenance, as well as to help it customize and improve the driving experience.

Data privacy concerns of consumers are generally increasing, which could result in new legislation, in negative public perception of Polestar's current data collection practices and certain of its services or technologies and/or in changing user behaviors that negatively affect Polestar's business and product development plans.

Significant capital and other resources may be required to protect against information security breaches or to alleviate problems caused by such breaches or to comply with our privacy policies or privacy-related legal obligations. The resources required may increase over time as the methods used by hackers and others engaged in online criminal activities are increasingly sophisticated and constantly evolving. Any failure or perceived failure by us to prevent information security breaches or to comply with privacy policies or privacy-related legal obligations, or any compromise of security that results in the unauthorized release or transfer of personally identifiable information or other customer date, could cause our customers to lose trust in us and could expose us to legal claims. Any perception by the public that online transactions or the privacy of user information are becoming increasingly unsafe or vulnerable to attacks could inhibit the growth of online retail and other online services generally, which may reduce the number of orders Polestar receives.

Polestar is subject to evolving laws, regulations, standards, policies and contractual obligations related to data privacy, security and consumer protection, and any actual or perceived failure to comply with such obligations could harm Polestar's reputation and brand, subject Polestar to significant fines and liability, or otherwise adversely affect its business.

Due to Polestar's data collection practices, products, services and technologies, Polestar is subject to or affected by a number of federal, state, local and international laws and regulations, as well as contractual obligations and industry standards, that impose certain obligations and restrictions with respect to data privacy and security and govern its collection, storage, retention, protection, use, processing, transmission, sharing and disclosure of personal information including that of Polestar's employees, customers and other third parties with whom Polestar conducts business. These laws, regulations and standards may be interpreted and applied differently over time and from jurisdiction to jurisdiction, and it is possible that they will be interpreted and applied in ways that may have a material and adverse impact on Polestar's business, financial condition and results of perations.

The global data protection landscape is rapidly evolving, and implementation standards and enforcement practices are likely to remain uncertain for the foreseeable future. Polestar may not be able to monitor and react to all developments in a timely manner. The European Union adopted the General Data Protection Regulation ("GDPR"), which became effective on May 25, 2018, and as a result of the withdrawal of the United Kingdom from the European Union on 31 January 2020 the United Kingdom now has its own data privacy regime comprised of the United Kingdom General Data Protection Regulation and Data Protection Act 2018 (collectively, the "UK GDPR") (the GDPR and UK GDPR together referred to as the "GDPR") and California adopted the California Consumer

Privacy Act of 2018 ("CCPA"), which became effective in January 2020. Both the GDPR and the CCPA impose additional obligations on companies regarding the handling of personal data and provides certain privacy rights to individual persons whose data is collected. Compliance with existing, proposed and recently enacted laws and regulations (including implementation of the privacy and process enhancements called for under the GDPR and CCPA) can be costly, and any failure to comply with these regulatory standards could subject Polestar to legal and reputational risks.

The GDPR imposes comprehensive data privacy compliance obligations in relation to Polestar's collection, processing, sharing, disclosure, transfer and other use of personal information, including a principle of accountability and the obligation to demonstrate compliance through policies, procedures, training and audit. The GDPR also regulates cross-border transfers of personal information out of the EEA and the UK. Recent legal developments in Europe have created complexity and uncertainty regarding such transfers, in particular in relation to transfers to the United States, and recent European court and regulatory decisions have taken a restrictive approach. Polestar currently relies on the standard contractual clauses and definition of supplementary measures, where applicable and available, or derogations, to transfer personal information outside the EEA and the UK, with respect to both intragroup and third party transfers. As the enforcement landscape further develops, and supervisory authorities issue further guidance on international data transfers, Polestar could suffer additional costs, complaints and/or regulatory investigations or fines; Polestar may have to stop using certain tools and vendors and make other operational changes; and/or it could otherwise affect the manner in which Polestar provides its services, and could adversely affect Polestar's business, operations and financial condition.

Since Polestar is subject to the supervision of relevant data protection authorities under both the GDPR and the UK GDPR, Polestar could be fined under each of those regimes independently in respect of the same breach. Penalties for certain breaches are up to the greater of EUR 20 million/GBP 17.5 million or 4% of Polestar's global annual turnover. In addition to fines, a breach of the GDPR may result in regulatory investigations, reputational damage, orders to cease/change Polestar's data processing activities, enforcement notices, assessment notices (for a compulsory audit) and/ or civil claims (including class actions).

Polestar is also subject to evolving EU and UK privacy laws. Recent European court and regulator decisions are driving increased attention to cookies and tracking technologies. In light of the complex and evolving nature of EU, EU Member State and UK privacy laws in this area, there can be no assurances that Polestar will be successful in its efforts to comply with such laws; violations of such laws could result in regulatory investigations, fines, orders to cease/ change Polestar's use of such technologies, as well as civil claims including class actions, and reputational damage. Furthermore, the EU Data Act, which was adopted in January 2024 and will become applicable in September 2025, will apply to data alongside GDPR and extend to providers of internet-of-things devices, providers of both personal and non-personal data in the European Union.

The CCPA establishes a privacy framework for covered businesses, including an expansive definition of personal information and data privacy rights for California residents. The CCPA includes a framework with potentially severe statutory damages for violations and a private right of action for certain data breaches. The CCPA requires covered businesses to provide California residents with new privacy-related disclosures and new ways to opt-out of certain uses and disclosures of personal information. As Polestar expands its operations, the CCPA may increase its compliance costs and potential liability. Some observers have noted that the CCPA could mark the beginning of a trend toward more stringent privacy legislation in the United States.

Additionally, effective in most respects on January 1, 2023, the California Privacy Rights Act ("CPRA") has significantly modified the CCPA, including by expanding California residents' rights with respect to certain sensitive personal information. The CPRA also creates a new state agency that will be vested with authority to implement and enforce the CCPA and the CPRA. Other US states have implemented or are implementing comprehensive privacy statutes that share similarities with the CCPA. For example, such laws have been enacted in Virginia, Colorado, Connecticut and Utah, and come into force in 2023. Additionally, Polestar may be subject to certain laws and regulations, e.g., "Right to Repair" laws, that require Polestar to provide third-party access to its network and/or vehicle systems.

Other jurisdictions have begun to propose similar laws. Compliance with additional applicable privacy and data security laws and regulations is a rigorous and time-intensive process and may place restrictions on the conduct of our business and the manner in which Polestar interacts with its customers. Polestar may be required to put in place additional mechanisms to comply with such laws and regulations, which could cause Polestar to incur substantial costs or require Polestar to change its business practices, including its data practices, in a manner adverse to its business. In particular, certain emerging privacy laws are still subject to a high degree of uncertainty as to their interpretation and application. Failure to comply with any comply with such laws, enforcement actions and other proceedings against Polestar, which could result in investigations, violations of data privacy laws, enforcement actions and other proceedings against Polestar, which could result in substantial fines, damages and other liability as well as damage to Polestar's reputation and credibility, which could have a negative impact on revenues and profits.

Additionally, on July 26, 2023, the SEC adopted new cybersecurity disclosure rules for public companies that require disclosure regarding cybersecurity risk management (including the corporate board's role in overseeing cybersecurity risks, management's role and expertise in assessing and managing cybersecurity risks, and processes for assessing, identifying and managing cybersecurity risks) in annual reports. These new cybersecurity disclosure rules also require the disclosure of material cybersecurity incidents in a Form 6-K, generally within four days of determining an incident is material.

There are also ongoing complex, uncertain, rapid development and changes of data privacy and security related laws in China. Polestar and its business partners in China could be affected by intervention by the Chinese government relating to, for example, information-sharing and cybersecurity matters. The risk of such interventions could be heightened in connection with a listing of shares of Polestar or any of its business partners, and could result in prohibitions of the sale and/or marketing of certain products. For example, on December 28, 2021, the CAC published the Cybersecurity Review Measures, which came into effect on February 15, 2022, specifying

that the cybersecurity review must be conducted in the event the data processing operators in possession of personal information of over 1 million users intend to list their securities in a foreign country. Polestar has not exceeded this threshold as of the date of this Report. However, under the Cybersecurity Review Measure, the CAC could also initiate cybersecurity review under certain situations, for example, if a regulatory agency within the cyber-security review coordination mechanism believes a network product or service, data processing activity impacts or might impact Chinese national security. If Polestar would be subject to such review and be found to be non-compliant with applicable data protection laws, Polestar may face administrative fines up to RMB 10 million. Additionally, significant restrictions may be imposed on Polestar's operation in China, or relevant Chinese Icenses may be completely or partially revoked. Also, other Chinese regulatory agencies might examine Polestar with regulatory scrutiny and enact sanctions. Finally, Polestar may suffer significant public opinion damage, and there is a risk that its reputation may be materially harmed. Any of these events could have a material and adverse effect on Polestar's results of operations and financial position as well as on its possibilities to carry out business in China.

Polestar posts public privacy policies on its websites and provides privacy notices to the categories of persons whose personal information it collects, processes, uses or discloses. Although Polestar endeavors to comply with its published policies and other documentation, Polestar may at times fail to do so or may be perceived to have failed to do so. Moreover, despite its efforts, Polestar may not be successful in achieving compliance if its employees, contractors, service providers, vendors or other third parties fail to comply with its published policies and documentation. Such failures could carry similar consequences or subject Polestar to potential international, local, state and federal action if they are found to be deceptive, unfair or misrepresentative of Polestar's actual practices. Claims that Polestar has violated individuals' privacy rights or failed to comply with data protection laws, regulations or applicable privacy notices could, even if Polestar is not found liable, be expensive and time-consuming to defend and could result in adverse publicity that could harm its business.

Most jurisdictions have enacted laws or regulations requiring companies to notify individuals, regulatory authorities and other third parties of security breaches involving certain types of data. Such laws or regulations may be inconsistent or may change or additional laws or regulations may be adopted. In addition, Polestar's agreements with certain customers may require it to notify them in the event of a security breach. Such mandatory disclosures are costly, could lead to negative publicity, penalties or fines, litigation and Polestar's customers losing confidence in the effectiveness of its security measures, and could require it to expend significant capital and other resources to respond to or alleviate problems caused by the actual or perceived security breach. Any of the foregoing could materially and adversely affect Polestar's business, prospects, results of operations and financial condition.

Risks Related to Polestar's Employees and Human Resources

Polestar's ability to effectively manage its growth relies on the performance of highly skilled personnel, including its Chief Executive Officer, Thomas Ingenlath, its senior management team and other key employees, and Polestar's ability to recruit and retain key employees. The loss of key personnel or an inability to attract, retain and motivate qualified personnel may impair Polestar's ability to expand its business.

Polestar's success is substantially dependent upon the continued service and performance of its senior management team and key personnel with digital, technical and automotive expertise. Although Polestar anticipates that its management and key personnel will remain in place for the foreseeable future, it is possible that Polestar could lose some key personnel. For example, Polestar is highly dependent on the services of Thomas Ingenlath, its Chief Executive Officer. Mr. Ingenlath has a significant influence on and is a driver of Polestar's business plan and business, design and technology development. If Mr. Ingenlath were to discontinue his service to Polestar's numbers of Polestar's business plan and business design and technology development. If Mr. Ingenlath were to discontinue his service to Polestar's numbers of Polestar's business plan and business, design and technology development. If Mr. Ingenlath were to discontinue his service to Polestar's business objectives.

Polestar's future success also depends, in part, on its ability to continue to attract, integrate and retain highly skilled personnel. Competition for highly skilled personnel is frequently intense. As with any company, there can be no guarantee that Polestar will be able to attract such individuals or that the presence of such individuals will necessarily translate into Polestar's profitability. Because Polestar operates in a newly emerging industry, there may also be limited personnel available with relevant business experience, and such individuals may be subject to non-competition and other agreements that restrict their ability to work for Polestar's inability to attract and retain key personnel may materially and adversely affect Polestar's usiness operations. Any failure by Polestar's management to effectively anticipate, implement and manage the changes required to sustain Polestar's growth would have a material and adverse effect on its business, financial condition and results of operations.

Polestar's management team has limited experience managing a public company.

Most members of Polestar's management team have limited experience managing a publicly traded company, interacting with public company investors and complying with the increasingly complex laws pertaining to public companies. Polestar's management team may not successfully or efficiently manage Polestar's new obligations as a public company, including significant regulatory oversight and reporting obligations under UK companies laws, the federal securities laws and the continuous scrutiny of securities analysts and investors. These new obligations and constituents will require significant attention from Polestar's senior management and could divert their attention away from the day-to-day management of Polestar's business, which could adversely affect its business, results of operations, cash flows and financial condition. In addition, Polestar expects to hire additional personnel to support its operations as a public company, which will increase its operating costs in future periods.

Polestar's manufacturing partners will need to hire and train a significant number of employees to engage in full-scale operational and commercial operations, and Polestar's business could be adversely affected by labor and union activities.

Polestar's manufacturing partners will need to hire and train a significant number of employees to engage in full-scale operational and commercial operations. There are various risks and challenges associated with hiring, training and managing a large workforce. If Polestar's manufacturing partners are unsuccessful in hiring and training a workforce in a timely and cost-effective manner, Polestar's business, financial condition and results of operations could be adversely affected.

Furthermore, it is common throughout the automobile industry generally for many employees at automobile companies to belong to a union, which can result in higher employee costs and increased risk of work stoppages. Moreover, regulations in some jurisdictions outside of the U.S. mandate employee participation in industrial collective bargaining agreements and work councils with certain consultation rights with respect to the relevant companies' operations. Approximately 51% of Polestar's workforce is covered by collective bargaining agreements. Austria, Belgium, Finland, Italy, the Netherlands, Portugal, Spain and Sweden. Labor unions or labor organizations could also seek to organize some or all of Polestar's non-unionized workforce. Future negotiations with the union or other certified bargaining greements could divert management attention and disrupt operations, which may result in increased operating expenses and lower net income. Additionally, if Polestar is unable to reach labor agreements with unionized work groups, it may be subject to work interruptions or comparable to agreements entered into by Polestar's competitors. Furthermore, Polestar may be directly or indirectly dependent upon companies, such as parts suppliers and trucking and freight companies, with unionized work forces, and work stoppages or strikes organized by such unions could have a material adverse impact on Polestar's to polestar's business, financial condition or results of operations. If a work stoppage occurs, it could delay the manufacture and sale of Polestar's business, financial condition or financial condition.

Misconduct by Polestar's employees and independent contractors during and before their employment with Polestar could expose Polestar to potentially significant legal liabilities, reputational harm and/or other damages to its business.

Many of Polestar's employees play critical roles in ensuring the safety and reliability of its vehicles and/or its compliance with relevant laws and regulations. Certain of Polestar's employees have access to sensitive information and/or proprietary technologies and know-how. While Polestar has adopted a code of conduct for all of its employees and implemented policies relating to intellectual property, confidentiality and the protection of company assets, Polestar cannot assure you that its employees will always abide by the codes, policies and procedures, nor that the precautions Polestar takes to detect and prevent employee misconduct will always be effective. If any of Polestar's employees engages in any misconduct, illegal or suspicious activities, including but not limited to misappropriation or leakage of sensitive customer information or proprietary information, Polestar and such employees could be subject to legal claims and liabilities and Polestar's reputation and business could be adversely affected as a result.

In addition, while Polestar has screening procedures during the recruitment process, Polestar cannot assure you that it will be able to uncover misconduct of job applicants that occurred before Polestar offered them employment, or that Polestar will not be affected by legal proceedings against its existing or former employees as a result of their actual or alleged misconduct. Any negative publicity surrounding such cases, especially in the event that any of Polestar's employees is found to have committed any wrongdoing, could negatively affect Polestar's reputation and may have an adverse impact on its business.

Furthermore, Polestar faces the risk that its employees and independent contractors may engage in other types of misconduct or other illegal activity, such as intentional, reckless or negligent conduct that violates production standards, workplace health and safety regulations, fraud, abuse or consumer protection laws, other similar non-U.S. laws or laws that require the true, complete and accurate reporting of financial information or data. It is not always possible to identify and deter misconduct by employees and other third parties, and the precautions Polestar takes to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting Polestar is now any or regulations. In addition, Polestar is subject to the risk that a person or government could allege fraud or other misconduct, even if none occurred. If any such actions are instituted against Polestar is not successful in defending itself or asserting its rights, those actions could have a significant impact on Polestar's business, prospects, financial condition and results of operations, including, without limitation, the imposition of significant civil, criminal and administrative penalties, damages, monetary fines, disgorgement, integrity oversight and reporting obligations to resolve allegations of non-compliance, imprisonment, other sanctions, could daversely affect its business, prospects, financial condition and results of operations, any of which could adversely affect its business.

Risks Related to Litigation and Regulation

Polestar is subject to evolving laws and regulations that could impose substantial costs, legal prohibitions or unfavorable changes upon its operations or products, and any failure to comply with these laws and regulations, including as they evolve, could result in litigation and substantially harm its business and results of operations.

Polestar is or will be subject to complex environmental, manufacturing, and health and safety laws and regulations at numerous jurisdictional levels, including laws relating to the use, handling, storage, recycling, disposal, release of and exposure to hazardous materials and with respect to constructing, expanding and maintaining its facilities. For example, Polestar is subject to laws, regulations and regulatory agencies like EU Regulation 2018/858 in the EU, the Environmental Protection Agency ("EPA") and NHTSA in the United States and the Provisions on the Administration of Investments in the Automotive Industry in China. The costs of compliance, including remediating contamination if any is found on Polestar's properties and any changes to Polestar's operations

mandated by new or amended laws, may be significant and such costs may increase in the event of new, or changes to existing, environmental or climate change laws, regulations or rules. Polestar may also face unexpected delays in obtaining permits and approvals required by such laws in connection with the manufacturing and sale of its vehicles, which would hinder its ability to conduct its operations. Such costs and delays may adversely impact its business prospects and results of operations. Furthermore, any violations of these laws may result in litigation, substantial fines and penalties, remediation costs, third party damages or a suspension or cessation of Polestar's operations.

In addition, motor vehicles are subject to substantial regulation under international, federal, state and local laws. Polestar has incurred, and expects to continue to incur, significant costs in complying with these regulations. Any failures to comply could result in litigation, significant expenses, delays or fines. Generally, vehicles must meet or exceed mandated motor vehicle safety standards to be certified under applicable regulations. Rigorous testing and the use of approved materials and equipment are among the requirements for achieving certification. Any future vehicles will be subject to substantial regulation under federal, state and local laws and standards. These regulations include those promulgated by the EPA, NHTSA, other federal agencies, various state beards (including the California Air Resources Board ("CARB")), and compliance certification is required for each new model year and changes to the model within a model year. These laws and standards are subject to change from time to time, and Polestar could become subject to additional regulations, which could have an impact on the acceptance of compliance. In addition, federal, state and local laws and industrial standards for electric vehicles are still developing, and Polestar faces risks associated with changes to these regulations, which could have an impact on the acceptance of its electric vehicles, and increased sensitivity by regulators to the needs of established automobile manufacturers with large employment tages in fixed costs and business models based on the internal combustion engine, which use for government efforts to promote electric vehicles. Compliance exists is challenging, burdensome, time consuming and expensive. If compliance results in litigation, delays or substantial expenses, Polestar's business could be adversely affected.

Polestar is also subject to laws and regulations applicable to the supply, manufacture, import, sale and service of automobiles internationally, including in Europe, North America and Asia Pacific. As Polestar expands, it will need to ensure its compliance with regulatory requirements in various jurisdictions. If Polestar fails to manage its growth effectively, its brand, business, prospects, financial condition and operating results may be harmed. Regulations such as standards relating to vehicle safety, fuel economy and emissions, among other things, often vary materially from country to country and compliance with such regulations will therefore require additional time, effort and expense to ensure regulatory compliance in those countries. This process may include official review and certification of Polestar's vehicles by foreign regulatory agencies prior to market entry, as well as compliance with foreign reporting and financial condition.

Polestar may in the future be subject to legal proceedings, regulatory disputes and governmental inquiries that could cause it to incur significant expenses, divert its management's attention and materially harm its business, results of operations, cash flows and financial condition.

From time to time, Polestar may be subject to claims, lawsuits, government investigations and other proceedings involving product liability, consumer protection, competition, antitrust and anti-subsidy, intellectual property, privacy, securities, tax, labor and employment, health and safety, its direct distribution model, environmental claims, commercial disputes, corporate and other matters that could adversely affect its business, results of operations, cash flows and financial condition. In the ordinary course of business, Polestar has been the subject of complaints or litigation, including claims related to consumer complaints and intellectual property matters.

Litigation and regulatory proceedings may be protracted and expensive, and the results are difficult to predict. Additionally, Polestar's litigation costs could be significant, even if it achieves favorable outcomes. Adverse outcomes with respect to litigation or any of these legal proceedings may result in significant settlement costs or judgments, penalties and fines, or require Polestar to modify, make temporarily unavailable or stop manufacturing or selling its vehicles in some or all markets, all of which could negatively affect its sales and revenue growth and adversely affect its business, prospects, results of operations, cash flows and financial condition. The results of litigation, investigations, claims and regulatory proceedings cannot be predicted with certainty, and determining reserves for pending litigation and other legal and regulatory matters requires significant judgment. There can be no assurances that Polestar's business, results of operations, cash flows and financial condition. In addition, the threat or announcement of litigation or investigations by governmental authorities or other parties, irrespective of the merits of the underlying claims, may itself have an adverse impact on the trading price of the Company's securities.

Polestar's manufacturing partners may be exposed to delays, limitations and risks related to the environmental permits and other operating permits required to operate manufacturing facilities for its vehicles.

Operation of an automobile manufacturing facility requires land use and environmental permits and other operating permits from federal, state and local government entities. Polestar plans to expand its manufacturing capacities by entering into additional agreements with its manufacturing partners over time to achieve a future target production capacity and will be required to apply for and secure various environmental (including wastewater) and land use permits and certificates of occupancy necessary for the commercial operation and occupation of such expanded and additional facilities and will also rely on its partners' ability to apply for and secure various environmental and land use permits and certificates of occupancy necessary for the commercial operation and

occupation of such expanded and additional facilities. Delays, denials or restrictions on any of the applications for or assignment of the permits to operate Polestar's manufacturing facilities could adversely affect its ability to execute on its business plans and objectives based on its current target production capacity or its future target production capacity.

Polestar and its manufacturing partners are and will be subject to various environmental, health and safety laws and regulations that could impose substantial costs on it and cause delays in expanding its production capabilities.

Polestar and its manufacturing partners' operations are subject to federal, state and local environmental laws and regulations in different jurisdictions and are and will be subject to international environmental laws, including laws relating to the use, handling, storage, disposal of and human exposure to hazardous materials. Environmental, health and safety laws and regulations are complex and continuously evolving, and Polestar's compliance obligations as a stand-alone company under such laws are still relatively new. Moreover, Polestar and its manufacturing partners may be affected by future amendments to such laws or other new environmental, health and safety laws and regulations or other or every environmental, health and safety laws and regulations or other new environmental, health and safety laws and regulations or other new environmental, health and safety laws and regulations which may require it to change or otherwise adapt its operations in order to comply, potentially resulting in a material and adverse effect on its business, prospects, results of operations and financial condition. These laws can give rise to liability for administrative oversight costs, cleanup costs, property damage, bodily injury, fines and penalties. Capital and operating expenses needed to comply with environmental laws and regulations can be significant, and violations could result in litigation and substantial fines and penalties, third-party damages, suspension of production, cessation of operations or negative reputational concerns, any of which could adversely affect Polestar's business, prospects, results of operations and financial condition.

Polestar is and will be subject to anti-corruption, anti-bribery, anti-money laundering, financial and economic sanctions and similar laws, and noncompliance with such laws can subject Polestar to administrative, civil and criminal penalties, collateral consequences, remedial measures and legal expenses, all of which could adversely affect its business, results of operations, financial condition and reputation.

Polestar is and will be subject to anti-corruption, anti-bribery, anti-money laundering, financial and economic sanctions, and similar laws and regulations in various jurisdictions in which it conducts activities, including the U.S. Foreign Corrupt Practices Act ("FCPA"), the United Kingdom Bribery Act 2010 ("Bribery Act") and other applicable anti-corruption laws and regulations. These applicable anti-corruption laws and regulations, among other things, prohibit Polestar and its officers, directors, employees and relevant other persons acting on its behalf, from corruptly offering, promising, authorizing or providing anything of value to a "foreign official" for the purposes of influencing official decisions or obtaining or retaining business or otherwise obtaining favorable treatment. These laws and regulations apply worldwide. The FCPA also requires companies to make and keep books, records and accounts that accurately reflect transactions of assets and to maintain a system of adequate internal accounting controls. Similarly, it is a defense under section 7 of the Bribery Act if a company has implemented "adequate procedures" designed to ensure compliance with the provisions of these laws or regulations could adversely affect Polestar's business, reputation, financial condition and results of operations.

Polestar has direct or indirect interactions with officials and employees of government agencies and state-owned affiliated entities in the ordinary course of business. It also has business collaborations with government agencies and state-owned affiliated entities in the ordinary course of business. It also has business collaborations with government agencies and state-owned affiliated entities. These interactions subject Polestar to an increasing level of compliance-related concerns. Polestar has implemented policies and procedures designed to ensure compliance by Polestar and its directors, officers, employees, representatives, consultants, agents and business partners with applicable anti-corruption, anti-bribery, anti-money laundering, financial and economic sanctions and similar laws and regulations, including the FCPA and the Bribery Act. However, its policies and procedures may not be sufficient and its directors, officers, employees and relevant other persons acting on its behalf could engage in improper conduct for which Polestar may be held responsible.

Non-compliance with anti-corruption, anti-bribery, anti-money laundering or financial and economic sanctions laws could subject Polestar to whistleblower complaints, adverse media coverage, investigations and severe administrative, civil and criminal sanctions, collateral consequences, remedial measures and legal expenses, all of which could materially and adversely affect Polestar's business, reputation, financial condition and results of operations.

The unavailability, reduction, elimination or the conditionality of certain government and economic programs could have a material and adverse effect on Polestar's business, prospects, financial condition and results of operations.

Polestar has benefited from government subsidies, economic incentives and government policies that support the growth of electric vehicles. These government and economic programs are subject to certain limits as well as changes that are beyond Polestar's control, and Polestar cannot assure you that future changes, if any, would be favorable to its business and could result in margin pressures. For example, recent U.S. legislative efforts, including the Inflation Reduction Act of 2022 ("IRA"), may reduce or eliminate federal tax incentives available for purchasers of Polestar vehicles, thereby diminishing the competitiveness of Polestar in the U.S. market. Further, any uncertainty or delay in collection of the government subsidies may also have an adverse impact on Polestar's financial condition. In addition, Polestar may not be able to obtain or agree on acceptable terms and conditions for all or a significant portion of the government grants, loans and other incentives for which it may apply. Any of the foregoing could materially and adversely affect Polestar's business, financial condition and results of operations.

The IRA, which was enacted into law on August 16, 2022, modifies the tax credit taxpayers are eligible to claim pursuant to Section 30D of the Code (the "30D tax credit") for electric vehicle purchases on or after January 1, 2023 until December 31, 2032. The IRA placed certain restrictions on both taxpayers eligible to claim such credit via maximum income restrictions and the type of electric vehicles for which the credit may be claimed. Electric vehicles eligible for the 30D tax credit must, among other requirements, (i) be priced below \$55,000 (or \$80,000 in the case of vans, sport utility vehicles and pickup trucks), (ii) finally assembled in North America

and (iii) meet certain assembly and sourcing requirements for both the vehicle itself and the battery, including final assembly of the vehicle and sourcing of a percentage of battery components in North America. Although the IRS is continuing to release guidance on the new requirements imposed by the IRA and Polestar 3 is set to start production in South Carolina during summer 2024, Polestar does not currently meet other 30D tax credit eligibility requirements, and its vehicles may suffer a price disadvantage in the U.S. market as compared to electric vehicles of certain competitors that meet all of the requirements for eligibility under the 30D tax credit eligibility on an agreement with the IRS to become a "qualified manufacturer," but as described in the previous sentence, does not currently have specific makes or models of eligible vehicles listed with the IRS. Given the importance of the U.S. market to Polestar's future business plans, a prolonged or permanent inability to offer electric vehicles that are eligible for the 30D tax credit could materially and adversely affect Polestar's business, financial condition and results of operations.

If Polestar's estimates or judgments relating to its critical accounting policies are based on assumptions that change or prove to be incorrect, Polestar's results of operations could fall below expectations of securities analysts and investors, resulting in a decline in the market price of its ordinary shares.

The preparation of financial statements in conformity with International Financial Reporting Standards ("IFRS") requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Polestar bases its estimates on historical experience and on various other assumptions that it believes to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets, liabilities, equity, revenue and expenses that are not readily apparent from other sources. Significant assumptions, income taxes, impairment of long-lived assets, share-based compensation, operating leases and fair value of financial instruments requiring the use of level 3 inputs. If these assumptions change or if actual circumstances differ from those in these ansumptions, Polestar's results of operations may be adversely affected and may fall below the expectations of securities analysts and investors, resulting in a decline in the market price of Polestar's ordinary shares.

Although the audit report included in this Report is prepared by auditors who are currently inspected fully by the United States Public Company Accounting Oversight Board (the "PCAOB"), there is no guarantee that future audit reports will be prepared by auditors that are completely inspected by the PCAOB and, as such, future investors may be deprived of such inspections, which could result in limitations or restrictions to the Company's access to U.S. capital markets. Furthermore, trading in the Company's securities on any U.S. stock exchange may be prohibited under the HFCAA or the Accelerating Holding Foreign Companies Accountable Act if the SEC subsequently determines that the Company's securities. Furthermore, the Accelerating Holding Foreign Companies Accountable Act, and the PCAOB is unable to inspect or investigate completely and, as a result, U.S. national securities exchanges, such as Nasdaq, may determine to delist the Company's securities. Furthermore, the Accelerating Holding Foreign Companies Accountable Act, amends the HFCAA and requires the SEC to prohibit an issuer's securities from trading on any U.S. stock exchange if its auditor is not subject to PCAOB inspections for two consecutive years instead of three.

As an auditor of companies that are registered with the SEC and publicly traded in the United States and a firm registered with the PCAOB, Deloitte is required under the laws of the United States to undergo regular inspections by the PCAOB to assess their compliance with the laws of the United States and professional standards. Although Polestar relies on its and its partners' operations within China, a jurisdiction where historically the PCAOB has encountered difficulty with conducting inspections, Deloitte is currently inspected fully by the PCAOB.

Inspections of other auditors conducted by the PCAOB outside China have at times identified deficiencies in those auditors' audit procedures and quality control procedures, which may be addressed as part of the inspection process to improve future audit quality. The lack of PCAOB inspections of audit work undertaken in China prevents the PCAOB from regularly evaluating auditors' audits and their quality control procedures. As a result, to the extent that any component of Deloitte's work papers are or become located in China, such work papers will not be subject to inspection by the PCAOB. As a result, investors would be deprived of such PCAOB inspections, which could result in limitations or restrictions to the Company's access of the U.S. capital markets. Further, U.S. legislators and regulators have in recent years voiced concerns about risks associated with investing in companies that are based in or have substantial operations in emerging markets, including China. In particular, lawmakers have highlighted the increased risks associated with companies whose independent auditors are unable to be inspected by the PCAOB.

There can be no assurance that the Company will be able to comply with requirements imposed by U.S. regulators. The market price of the Company's securities could be adversely affected as a result of anticipated negative impacts of these executive or legislative actions upon, as well as negative investor sentiment towards, companies reliant upon operations in China that are listed in the United States, regardless of whether these executive or legislative actions are implemented and regardless of the Company's actual operating performance.

Risks Related to Intellectual Property

Much of the intellectual property pertaining to Polestar's vehicles is owned by Volvo Cars and Geely and licensed, in some cases on a non-exclusive basis, to Polestar. Accordingly, Polestar may lack certain advantages that competitors or owners of intellectual property, as opposed to licensees, typically have, with respect to some of such intellectual property, such as the ability to enforce intellectual property rights against infringers or the ability to effectively defend against infringement suits that may be initiated against Polestar.

Polestar licenses much of the intellectual property that relates to its vehicles from Volvo Cars and Geely. Thus, in instances where license agreements do not give Polestar the right to defend the intellectual property, Volvo Cars or Geely rather than Polestar enjoys

the rights intellectual property owners typically enjoy for certain of such intellectual property, such as the right to bring a lawsuit against a suspected infringer, the right to grant licenses to third parties, and the right to prosecute patent applications. If Polestar suspected such intellectual property were being infringed, e.g., by a competitor, in some cases, it would not be able to stop the infringement without Volvo Cars' or Geely's cooperation, which it may or may not at the relevant time be in Volvo Cars' or Geely's interest to provide. Some of the intellectual property Polestar licenses from Volvo Cars is licensed on a non-exclusive basis. This means that in principle Volvo Cars or Geely may be subject to termination in certain instances. In any event, in such cases, Volvo Cars or Geely and not Polestar would have the right to obtain, maintain, enforce, and protect much of Volvo Cars' or Geely's intellectual property pertaining to Polestar's business.

Polestar may fail to adequately obtain, maintain, enforce and protect relevant intellectual property and licensing rights, and may not be able to prevent third parties from unauthorized use of such intellectual property and related technology. If Polestar is unsuccessful in any of the foregoing, its competitive position could be harmed and it could be required to incur significant expenses to enforce its rights.

Polestar's ability to compete effectively is dependent in part upon its ability to obtain, maintain, enforce and protect its intellectual property, proprietary technology and licensing rights, but it may not be able to prevent third parties from the unauthorized use of its intellectual property and proprietary technology (ri its licensors' intellectual property and proprietary technology, including Volvo Cars' or Geely's), which could harm its business and competitive position. Polestar establishes and protects its intellectual property and proprietary technology through a combination of licensing agreements, nondisclosure and confidentiality agreements and other contractual provisions, as well as through patent, trademark, copyright and trade secret laws in the United States and other jurisdictions. In addition, Polestar licenses material intellectual property from Volvo Cars' or Geely's). Despite Polestar's efforts to obtain and protect intellectual property rights, there can be no assurance that these protections will be available in all cases or will be adequate or timely to prevent Polestar's competitors or other third parties from copying, reverse engineering or otherwise obtaining and using Polestar's or its licensors' (including Volvo Cars' or Geely's) technology or seeking court declarations that they do not infringe, misappropriate or otherwise violate Polestar's or its licensors' (including Volvo Cars' or Geely's) intellectual property, could result in its competitors offering identical or similar products, potentially resulting in the loss of Polestar's competitive advantage and a decrease in its revenue, which would adversely affect its business, prospects, financial condition and results of operations.

The measures Polestar takes to obtain, maintain, protect and enforce intellectual property rights, including preventing unauthorized use by third parties, may not be effective for various reasons, including the following:

Polestar's licensors (including Volvo Cars and Geely) may have developed and may own the intellectual property, and Polestar may enjoy only a license to it without rights to prosecute patent applications, maintain patents, defend the validity of the intellectual property against challenges, or assert the intellectual property against suspected infringers;

· any patent application Polestar or its licensors (including Volvo Cars and Geely) files may not result in the issuance of a patent;

- Polestar or its licensors (including Volvo Cars and Geely) may not be the first inventor of the subject matter to which it has filed a particular patent application, and/or it may not be the first party to file such a patent application;
- the scope of issued patents may not be sufficient to protect the inventions and technology;
- issued patents may be challenged by its competitors or other third parties and invalidated by courts or other tribunals;
- patents have a finite term, and competitors and other third parties may offer identical or similar products after the expiration of patents that cover such products;
- employees, contractors or business partners (and the employees and contractors of business partners such as Volvo Cars and Geely) may breach their confidentiality, non-disclosure and non-use obligations;
- competitors and other third parties may independently develop technologies that are the same or similar to Polestar's or its licensors (including Volvo Cars and Geely);
- the costs associated with enforcing patents or other intellectual property rights, or confidentiality and invention assignment agreements may make enforcement impracticable; and
- competitors and other third parties may circumvent or otherwise design around Polestar's or its licensors (including Volvo Cars' and Geely's) patents or other intellectual property.

Patent, trademark, copyright and trade secret laws vary significantly throughout the world. The laws of some countries, including countries in which Polestar's products are or will be sold, may not be as protective of intellectual property rights as those in the United States or Sweden, and mechanisms for obtaining and enforcing intellectual property rights may be ineffectual or inadequate. Therefore, Polestar's and its licensors' (including Volvo Cars' and Geely's) intellectual property may not be as strong or as predictably obtained or enforced outside of the United States or Sweden. Further, policing the unauthorized use of Polestar's and its licensors' (including Volvo Cars' and Geely's) intellectual property in some jurisdictions may be difficult or too expensive to be practical. In addition, third parties may seek to challenge, invalidate or circumvent patents, trademarks, copyrights, trade secrets or other intellectual property, or applications for any of the foregoing, which could permit Polestar's competitors or other third parties to

develop and commercialize products and technologies that are the same or similar to Polestar's or its licensors' (including Volvo Cars' and Geely's).

While Polestar has registered and applied for registration of trademarks in an effort to protect its brand and goodwill with customers, competitors or other third parties have in the past and may in the future oppose its trademark applications or otherwise challenge Polestar's use of the trademarks and other brand names in which it has invested. Such oppositions and challenges can be expensive and may adversely affect Polestar's ability to main gained in connection with a particular trademark. In addition, Polestar may lose its trademark rights if it is unable to submit specimens or other evidence of use by the applicable deadline to perfect such trademark rights intain the goodwill

It is Polestar's policy to enter into confidentiality and invention assignment agreements with semployees and contractors that have developed material intellectual property for Polestar, but these agreements with one be self-executing and may not otherwise adequately protect Polestar's intellectual property, particularly with respect to conflicts of ownership relating to work product generated by the employees and contractors. Furthermore, Polestar cannot be certain that these agreements will not be breached and that third parties will not improperly gain access to its trade secrets, know-how and other proprietary technology. Third parties may also independently develop the same or substantially similar proprietary technology. Monitoring unauthorized use of Polestar's and its licensors' (including Volvo Cars' and Geely's) intellectual property is difficult and costly, as are the steps Polestar has taken or will take to prevent misappropriation

Polestar has acquired or licensed, and plans to further acquire licenses, patents and other intellectual property from third parties, including suppliers and service providers, and it may face claims that its use of this acquired or in-licensed technology infringes, missing or otherwise violates the intellectual property rights of third parties. In such cases, Polestar's number of the intellectual property rights of third parties. In such cases, Polestar's rights to indemnification may be unavailable or insufficient to cover its costs and losses. Furthermore, dispute may arise with Polestar's licensors or other applicable entities regarding the intellectual property subject to, and any of Polestar's rights to rights and obligations under, any license or other commercial agreement.

To prevent the unauthorized use of Polestar's or its licensors' (including Volvo Cars' and Geely's) intellectual property, it may be necessary to prosecute actions for infringement, misappropriation or other violation against third parties. Any such action could result in significant costs and diversion of Polestar's resources and management's attention, and there can be no assurances that Polestar will be successful in any such action or that its licensors (including Volvo Cars and Geely) will consent to institute or participate in such an action. Any such action may result in a loss of intellectual property rights. Furthermore, many of Polestar's current and potential competitors have the ability to dedicate substantially greater resources to enforce their intellectual property rights than Polestar currently does. Accordingly, despite its efforts, Polestar may not be able to prevent third parties from infringing, misappropriating or otherwise violating intellectual property. Any of the foregoing could adversely affect Polestar's business, prospects, financial condition and results of operations.

Polestar uses other parties' software and other intellectual property in its proprietary software, including "open source" software. Any inability to continuously use such software or other intellectual property in the future could have a material adverse impact on Polestar's business, financial condition, results of operations and prospects.

Polestar uses open source software in its products and anticipates using open source software in the future. Some open source software licenses require those who distribute open source software as part of their own software product to publicly disclose all or part of the source software in the products and anticipates using open source software include: occurred. Additionally, Polestar could face claims from third parties claiming ownership of, or demanding release of, the open source software or derivative works that it developed using such software, which could include its proprietary source code, or otherwise seeking to enforce the terms of the applicable open source license. These claims could result in litigation and could require Polestar to make its software source code freely available, purchase a costly license or cease offering the implicated products or services unless and until it can re-engineer them to avoid infringement, which may be a costly and time-consuming process, and Polestar may not be able to complete the reengineering process successfully.

Additionally, the use of certain open source software can lead to greater risks than use of other parties' commercial software, as open source licensors generally do not provide warranties or controls on the origin of software. There is typically no support available for open source software, and Polestar cannot ensure that the authors of such open source software will implement or push updates to address security risks or will not abandon further development and maintenance. Many of the risks associated with the use of open source software, such as the lack of warranties or assurances of title or performance, cannot be eliminated, and could, if not properly addressed, negatively affect Polestar's business. Any of these risks could be difficult to eliminate or manage and, if not addressed, could have a material and adverse effect on Polestar's business, financial condition and results of operations.

Polestar may become subject to claims of intellectual property infringement by third parties which, regardless of merit, could be time-consuming and costly and result in significant legal liability, and could negatively impact Polestar's business, financial condition, results of operations and prospects.

Polestar's competitors or other third parties may hold or obtain patents, copyrights, trademarks or other proprietary rights that could prevent, limit or interfere with Polestar's ability to make, use, develop, sell or market Polestar's products and services, which could make it more difficult for Polestar to operate. From time to time, the holders of such intellectual property rights may assert their rights and urge Polestar to take licenses and/ or may bring suits alleging infringement or misappropriation of such rights, which could result in substantial costs, negative publicity and management attention, regardless of merit. While Polestar endeavors to obtain and protect the intellectual property integration of misaphophaton of such regists, where courd result in substantial costs, negative publicity and management automotive regatives of ment. Where Poesta metavoirs to outain and protect the interfectual property and result is expects will allow it to retain or advance its strategic to its business, or mitigate the risk of potential suits or other legal demands by its competitors. Accordingly, Polestar may consider entering into licensing agreements with respect to such rights, although no assurance can be given that such licenses can be obtained on acceptable terms or that litigation will not occur, and such licenses and associated litigation could significantly increase Polestar's operating expenses. In addition, if polestar is there is a high damages and/or license royalties, to redesign its products and services and/or to establish and maintain alternative branding for its products and services. In the event that Polestar is required to case making, scheme branding for its products and services and/or to establish and maintain alternative branding for its products and services. In the event that Polestar is required to take one or more such actions, its brand, maintain alternative branding for its products and services. In the event that Polestar is required to case. business, financial condition and operating results may be harmed.

Risks Related to Tax

Unanticipated tax laws, changes in the application or interpretation of existing tax laws to Polestar or Polestar's customers, changes to tax rates or challenges to Polestar's tax positions may adversely impact its profitability and business.

Polestar operates and is subject to income and other taxes in Sweden, China, the United Kingdom, the United States and a growing number of other jurisdictions throughout the world. Existing domestic and foreign tax laws, statutes, rules, regulations or ordinances could be interpreted, changed, modified or applied adversely to Polestar (possibly with retroactive effect), which could require Polestar to change its transfer pricing policies and pay additional tax amounts, fines or penalties, surcharges and interest charges for past amounts due, the amounts and timing of which are difficult to discern. This is also the case with regard to the application of transfer pricing rules to transactions or other provisions between Polestar entities. Existing tax laws, statutes, rules, regulations or ordinances could also be interpreted, changed, modified or applied adversely to Polestar's customers (possibly with retroactive effect) and, if Polestar's customers are required to pay additional surcharges, it could adversely affect demand for Polestar's vehicles. Furthermore, changes to tax laws on income, sales, use, import/export, indirect or other tax laws, statutes, rules, regulations or ordinances on multinational corporations continue to be considered by countries in the European Union, the United States and other countries where Polestar currently operates or plans to operate. These contemplated tax initiatives, if finalized and adopted by countries, and the other tax issues described above may materially and adversely impact Polestar's currently describes deversely to Polestar's tax rate, deferred tax assets, operating income and cash flows. Polestar of pay taxies that it currently desens that authorities. Effective tax rate, deferred tax assets, operating activities, effective tax rate, deferred tax assets, operating income and cash flows portations of applicable tax laws and regulations. There cannot be certainty that the relevant tax authorities are in agreement with Polestar's interpretations of applicable tax ses

Transfers of ADSs or the underlying Company securities may be subject to stamp duty or stamp duty reserve tax in the U.K., which would increase the cost of dealing in the Company's securities.

Stamp duty or stamp duty reserve tax ("SDRT") is imposed in the U.K. on certain transfers of chargeable securities (which include securities in companies incorporated in the U.K.) at a rate of 0.5% of the consideration paid for the transfer. Certain transfers of securities to depositories or into clearance systems may be charged at a higher rate of 1.5%, unless an election has been made and maintained by the depository or clearance system under section 97A of the U.K. Finance Act 1986. Polestar is not aware of any such election having been made. No UK stamp duty or SDRT should arise in respect of an issue of ordinary shares into a depository or clearance system or a transfer where it forms an integral part of capital raising.

Any stamp duty or SDRT payable on a transfer of the underlying Company securities to a depository or a clearance system will in practice generally be paid by the transferors or participants in the depository or a clearance system.

Transfers of ADSs representing underlying Company securities that have been deposited with the depository, which will take place in book entry form through the Depository Trust Company ("DTC"), currently do not attract a charge to stamp duty or SDRT in the U.K., provided no written instrument of transfer is used to effect the transfer. If, following a change in law, transfers of Company securities effected through DTC attracted a charge to SDRT or stamp duty, then this would increase the cost of dealing in the Company securities.

A transfer of title in the underlying Company securities from the depository to another person and any subsequent transfers of title in the Company securities will generally attract a charge to stamp duty or SDRT at a rate of 0.5% of any consideration, which is generally payable by the transfere of the underlying Company securities. To the extent such transfer is effected by a written instrument of transfer, then any such duty must be paid (and the relevant instrument of transfer stamped by HM Revenue & Customs ("HMRC")) before the transfer can be registered in the register of members of the Company. However, if those underlying Company securities are redeposited with the depository otherwise than in course of arrangements to raise new capital, the redeposit is expected to attract stamp duty or SDRT at the rate of 1.5% of the value of the Company securities, which will, in practice, be required to be paid by the transfer.

The Company may be classified as a passive foreign investment company for U.S. federal income tax purposes, which could result in adverse U.S. federal income tax consequences to U.S. Holders of ADSs.

A foreign corporation will be treated as a "passive foreign investment company," or "PFIC," for U.S. federal income tax purposes if either (i) 75% or more of the gross income for a taxable year constitutes passive income for purposes of the PFIC rules, or (ii) 50% or more of such foreign corporation's assets in any taxable year is attributable to assets, including cash, that produce passive income are held for the production of passive income. Passive income generally includes dividends, interest, royalties and certain rents. U.S. shareholders of a PFIC are subject to a disadvantageous U.S. federal income tax regime with respect to the income derived by the PFIC, the distributions they receive from the PFIC, and the gain, if any, they derive from the sale or other disposition of their interests in the PFIC.

Based on the current and projected composition of the Company's income and assets, the Company does not believe it was classified as a PFIC for its most recent taxable year ended on December 31, 2023 and does not expect to be classified as a PFIC for the current taxable year or, to the best of its current estimates, for subsequent taxable years. However, the application of the PFIC rules is subject to uncertainty as the company's income and assets may change in the future and, therefore, no assurances can be provided that the Company will not be a PFIC for the current taxable year or in a future year. It is also possible that the IRS would not agree with the Company's conclusion, or that U.S. tax laws could change significantly. For additional information, see Item 10.E "Additional Information—Taxation—Taxation—Material U.S. Federal Income Tax Considerations."

As a result of the Business Combination, the IRS may not agree that the Company is a foreign corporation for U.S. federal tax purposes.

A corporation generally is considered to be a tax resident for U.S. federal income tax purposes in the jurisdiction of its organization or incorporation. Accordingly, under the generally applicable U.S. federal income tax rules, the Company, which is incorporated under the laws of England and Wales, would be classified as a non-U.S. corporation (and, therefore, not a U.S. tax resident) for U.S. federal income tax purposes. Section 7874 of the Code provides an exception to this general rule under which a non-U.S. incorporated entity may, in certain circumstances, be treated as a U.S. corporation for U.S. federal income tax purposes. Section 7874 of the Code provides an exception to this general rule under which a non-U.S. incorporated entity may, in certain circumstances, be treated as a U.S. corporation for U.S. federal income tax purposes. Section 7874 of the Code provides an constitute "qualified dividends" and be subject to substantial liability for additional U.S. income tax purposes. If the Company were to be treated as a U.S. corporation, it may be subject to unfavorable treatment as a "surrogate foreign corporation for U.S. federal income tax purposes under seconded to long-term capital gains. In addition, even if the Company is not treated as a U.S. corporation, it may be subject to unfavorable treatment as a "surrogate foreign corporation for U.S. federal income tax purposes under Section 7874 of the Code and the Treasury regulations promulgated thereunder, dividends paid by the Company would not qualify for "qualified dividend income" treatment, and U.S. affiliates of the Company could be subject to increased taxation under the inversion gain rules and the "base erosion anti-abuse tax" of Section 59A of the Code. Furthermore, the ability of the U.S. subsidiaries of the Company to utilize certain U.S. tax attributes against income or gain recognized pursuant to certain transactions could be limited.

Polestar does not believe the Company should be treated as a U.S. corporation for U.S. federal income tax purposes or otherwise be subject to unfavorable treatment as a surrogate foreign corporation for U.S. federal income tax purposes as a result of the Business Combination. However, the rules for determining ownership under Section 7874 of the Code are complex and unclear and there is no assurance the IRS may agree with Polestar's determination of ownership of the Company for purposes of Section 7874 of the Code. For additional discussion of the U.S. federal income tax treatment of the Company, see Item 10 "Additional Information."

Polestar may be unable to utilize certain of its deferred tax assets, which could increase its future tax expenses.

Due to Polestar scaling its research and development expenses to meet the demands of its growing operations, it has generated tax losses since inception. As of December 31, 2023, Polestar had cumulative carryforward losses of \$3,379 million. While tax losses in Sweden have an indefinite carryforward period, the carryforward period in China, where Polestar had a carryforward balance of \$547 million as of December 31, 2023, is only five years. As a consequence, the ability of Polestar to utilize certain portions of its deferred tax assets to reduce taxes payable on future Polestar profits, should such profits ever arise, may be limited.

Risks Related to Financing and Strategic Transactions

Polestar will require additional capital to support business growth, and this capital might not be available on commercially reasonable terms, or at all.

Polestar anticipates that it will need to raise additional funds through equity or debt financings. Polestar's business is capital-intensive, and Polestar expects that the costs and expenses associated with its planned operations will continue to increase in the near term. Polestar does not expect to achieve positive cash flow from operations until late 2025, if at all. Polestar's plan to grow its business is dependent upon the timely availability of funds and further investment in development, component procurement, testing and the build-out of manufacturing capabilities. In addition, the fact that Polestar has a limited operating history means that it has limited historical data on the demand for its vehicles. As a result, Polestar's future capital requirements are uncertain, and actual capital requirements may be greater than what it currently anticipates.

If Polestar raises additional funds through further issuances of equity or convertible debt securities, Polestar's shareholders could suffer significant dilution and economic loss, and any new equity securities Polestar issues could have rights, preferences and privileges superior to those of holders of Polestar's current equity securities. Any debt financing in the future could involve additional restrictive covenants relating to Polestar's capital raising activities and other financial and operational matters, which may make it more difficult for Polestar to obtain additional capital and to pursue business opportunities, including potential acquisitions.

Further, Polestar's ability to obtain such financial markets, interest rate changes and investor acceptance of its business model. For more information, also see "-Risks Related to Polestar's Business and Industry-Changes in foreign currency rates, interest rate risks, or inflation could materially affect Polestar's results of operations", Item 5 "Operating and Financial Review and

Prospects—Key factors affecting performance—Impact of the Russo-Ukrainian War," and Item 5 "Operating and Financial Review and Prospects—Key factors affecting performance—Inflation." These factors may make the timing, amount, terms and conditions of such financing unattractive or unavailable to Polestar. If Polestar is unable to obtain adequate financing or financing on terms satisfactory to it, when it requires it, Polestar will have to significantly reduce its spending, delay or cancel its planned activities or substantially change its corporate structure, and it might not have sufficient resources to conduct or support its business as projected, which would have a material and adverse effect on its results of operations, prospects and financial condition.

Polestar's financial results may vary significantly from period to period due to fluctuations in its operating costs, product demand and other factors.

Polestar expects its period-to-period financial results to vary based on its operating costs and product demand, which it anticipates will fluctuate as it continues to design, develop and manufacture new vehicles, increase production capacity and establish or expand design, research and development, production, sales and service facilities. Polestar's revenues from period to period may fluctuate as it identifies and investigates areas of demand, adjusts volumes and adds new product derivatives based on market demand and margin opportunities, develops and introduces new vehicles or introduces existing vehicles to new markets for the first time. In addition, automotive manufacturers typically experience significant seasonality, with comparatively low sales in the first quarter and comparatively high sales in the fourth quarter. Polestar's period-to-period results of operations may also fluctuate because of other factors including labor availability and costs for hourly and management personnel; profitability of its vehicles, especially in new markets; changes in interest rates; impairment of long-lived assets; macroeconomic conditions, both internationally and locally; negative publicity relating to its vehicles; changes in consumer preferences and competitive conditions; or investment in expansion into new markets. As a result of these factors, Polestar believes that period-to-period comparisons of its financial results, especially in the short term, may have limited utility as an indicator of future performance. Significant variation in Polestar's quarterly performance could significantly and adversely affect the trading price of the ADSs.

Risks Related to Ownership of Polestar's Securities

The market price and trading volumes of the ADSs may be volatile and could significantly decline.

The Nasdaq stock market, on which Polestar has listed the Class A ADSs and the Class C-1 ADSs under the symbols "PSNY" and "PSNYW," respectively, have from time to time experienced significant price and volume fluctuations. An active trading market for Polestar's ADSs may not be sustained, may be volatile and could decline significantly. You may be unable to sell your ADSs if an active trading market cannot be sustained. Fluctuations in the price of the ADSs could contribute to the loss of all or part of your investment. The trading price of the ADSs could be volatile and subject to wide fluctuations in response to various factors, some of which are beyond Polestar's control. Any of the factors listed below could have a material and adverse effect on the trading price of the ADSs, which may trade at prices significantly below the price you paid. In such circumstances, the trading price of the ADSs may not recover and may experience a further decline.

Factors affecting the trading price of the ADSs may include:

- · actual or anticipated fluctuations in Polestar's periodic financial results or the periodic financial results of companies perceived to be similar to Polestar;
- actual or anticipated differences in Polestar's estimates, or in the estimates of analysts, for Polestar's revenues, results of operations, level of indebtedness, liquidity or financial condition;
- changes in the market's expectations about Polestar's operating results;
- the public's reaction to Polestar's press releases, other public announcements and filings with the SEC;
- speculation in the press or investment community;
- performance and market valuations of other similar companies;
- · broad disruptions in the financial markets, including sudden disruptions in the credit markets;
- Polestar's operating results failing to meet the expectation of securities analysts or investors in a particular period;
- changes in financial estimates and recommendations by securities analysts concerning Polestar or the market in general;
- · operating and stock price performance of other companies that investors deem comparable to Polestar;
- · Polestar's ability to market new and enhanced features or services on a timely basis;
- changes in laws and regulations affecting Polestar's business;
- · commencement of, or involvement in, litigation involving Polestar;
- changes in Polestar's capital structure, such as future issuances of securities or the incurrence of additional debt;
- · the volume of ADSs available for public sale;
- · trading volume of the ADSs on Nasdaq;
- · any major change in the Board or management;
- sales of substantial amounts of ADSs by Polestar's directors, officers or significant stockholders or the perception that such sales could occur;
- · the realization of any of the risk factors presented in this Report;
- · additions or departures of key personnel:
- · failure to comply with the requirements of Nasdaq;
- · failure to comply with the Sarbanes-Oxley Act or other laws or regulations;
- future issuances, sales, resales or repurchases, or anticipated issuances, sales, resales or repurchases, of our securities;
- · publication of research reports about us;
- · actual, potential or perceived control, accounting or reporting problems;
- · changes in accounting principles, policies and guidelines; and
- other events or factors, general economic or political conditions, including recessions, changes in interest rates, international currency fluctuations, health epidemics and pandemics, natural disasters, inflation, changes in diplomatic and trade relationships and acts of war or terrorism.

Broad market and industry factors may materially harm the market price of the ADSs irrespective of Polestar's operating performance. The stock market in general and Nasdaq have experienced price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of the particular companies affected. The trading prices and valuations of these stocks, and of Polestar's securities, may not be predictable. A loss of investor confidence in the market price of the ADSs of other companies that investors perceive to be similar to Polestar could depress the price of ADSs regardless of Polestar's business, prospects, financial conditions or results of operations. A decline in the market price of the ADSs also could adversely affect its ability to issue additional securities and obtain additional financing in the future.

Additionally, the distribution by Volvo Cars' of a portion of its Polestar securities to Volvo Cars' shareholders may cause an increase in trading volume and selling pressure of Polestar's securities, further contributing to market price and trading volatility.

In the past, securities class action litigation has often been initiated against companies following periods of volatility in their stock price. This type of litigation could result in substantial costs and divert management's attention and resources, and could also require Polestar to make substantial payments to satisfy judgments or to settle litigation.

The grant and future exercise of registration rights may adversely affect the market price of the ADSs.

Pursuant to the Registration Rights Agreement, the Registration Rights Holders can each demand that Polestar register their registrable securities under certain circumstances and will each also have piggyback registration rights for these securities in connection with certain registrations of securities that Polestar undertakes. In addition, Polestar is required to file and maintain an effective registration statement under the Securities Act covering such securities and certain other securities of Polestar.

The registration of the resale of these securities will permit the public sale of such securities. The registration and availability of such a significant number of securities for trading in the public market may have an adverse effect on the market price of ADSs.

The Class C ADSs will be exercisable for the Class A ADSs, which would increase the number of ADSs eligible for future resale in the public market and result in dilution to its shareholders.

GGI issued GGI Public Warrants to purchase 16,000,000 shares of GGI Class A Common Stock as part of the GGI initial public offering, consummated on March 25, 2021, and, on the closing date of the GGI initial public offering, GGI issued Private Placement Warrants to the GGI Sponsor to purchase 9,000,000 shares of GGI Class A Common Stock, in each case at \$11.50 per share. The GGI Private Placement Warrants were identical to the GGI Public Warrants soil to GGI Class A Common Stock and one-fifth of one GGI Public Warrant vere that, so long as they are held by the GGI Sponsor or its permitted transferes: (i) they may not be redeemable by GGI, except as described in the SPAC Warrant Agreement; (ii) they (including the GGI Class A Common Stock sisuable upon exercise of these warrants) may not, subject to certain limited exceptions, be transferred, assigned or sold by the GGI Sponsor until 30 days after the completion of an initial business combination involving GGI and one or more businesses; (iii) they may be exercised by the holders on a cashless basis; and (iv) they are subject to registration rights. The GGI Warrants were exercised by the tor 30 days after the consummation of the Business Combination.

In connection with the Business Combination, each GGI Warrant converted into a Class C ADS, of which the underlying Class C Share is exercisable for a Class A ADS representing one Class C Share and subject to substantially the same terms as were applicable to the GGI Warrant sunder the SPAC Warrant Agreement. Please see Item 12 "Description of Securities Other Than Equity Securities." The Class A ADS issued upon exercise of the Class C ADS will result in dilution to then existing Company shareholders and increase the number of AD securities eligible for resale in the public market. Sales of substantial numbers of such shares in the public market could adversely affect the market price of Class A ADS.

There is no guarantee that the Class C ADSs will ever be in the money, and they may expire worthless.

The exercise price for the Class C ADSs is \$11.50 per Class C ADS (excluding any fees due to the depository in connection with the conversion of the Class C ADSs and the issuance of the Class A ADSs). There is no guarantee that the Class C ADS will ever be in the money prior to their expiration, and as such, the Class C ADSs may expire worthless.

Polestar may amend the terms of the Class C ADSs in a manner that may be adverse to holders. As a result, the exercise price of your Class C ADSs could be increased, the exercise period could be shortened and the number of Class ADSs purchasable upon exercise of a Class C ADS could be decreased, all without your approval. With respect to the Class C-1 ADSs, in accordance with the U.K. Companies Act 2006 (the "Companies Act") and the Polestar Articles,

such amendment would require (i) in order to amend the relevant provisions in the Polestar Articles, a special resolution (requiring approval by at least 75% of members entitled to vote at a meeting of members of Polestar) and (ii) written consent to such amendment by holders of at least 75% of the then-outstanding Class C-1 ADSs.

Polestar may redeem unexpired Class C-1 ADSs prior to their exercise at a time that is disadvantageous to holders, thereby making their Class C-1 ADSs worthless.

Polestar has the ability to redeem outstanding Class C-1 ADSs at any time prior to their expiration, at a price of \$0.01 per Class C-1 ADS; provided that the last reported sales price of Class A ADSs equals or exceeds \$18.00 per share for any 20 trading days within a 30 trading-day period ending on the third trading day prior to the date on which Polestar gives proper notice of such redemption to the holders of Class C-1 ADSs and provided certain other conditions are met. Polestar will not redeem the Class C-1 ADSs unless an effective registration statement under the Securities Act covering the issuance of the Class ADSs is and such cashless exercise is exempt from registration under the Securities Act. If and when the Class C-1 ADSs become redeemable by Polestar polestar may exercise its redemption right even if Polestar is unable to register or qualify the underlying securities for sale under all applicable state securities laws. Redemption of the outstanding Class C-1 ADSs is offsec to the holders of such redemption period, except if the Class C-1 ADSs is and such cashless exercise is exempt from registration under the Securities laws. Redemption of the outstanding Class C-1 ADSs could force the holders of such Class C-1 ADSs is unable to register or qualify the underlying securities for sale under all applicable state securities laws. Redemption of the outstanding Class C-1 ADSs is offsec to the sole of such redemption period, except if the Class C-1 ADSs is offsec their Class C-1 ADSs are called for redemption, is likely to be substantially less than the market value of their Class C-1 ADSs. Additionally, if a significant number of holders of Class C-1 ADSs have never traded above \$18.00 per share.

In addition, Polestar may redeem Class C-1 ADSs for a number of Class A ADSs determined based on the redemption date and the fair market value of Class A ADSs, starting at a trading price of \$10.00. Any such redemption may have similar consequences to a cash redemption described above. In addition, such redemption may occur at a time when the Class C-1 ADSs are "out-of-the-money," in which case holders of Class C-1 ADSs would lose any potential embedded value from a subsequent increase in the value of the Class A ADSs had such holders' Class C-1 ADSs remained outstanding. None of the Class C-2 ADSs will be redeemable by Polestar (except as set forth in the Polestar Articles) so long as they are held by the GGI Sponsor or its permitted transferees. The Class A ADSs close the outstanding. None.

In the event Polestar elects to redeem the outstanding Class C-1 ADSs, Polestar will fix a date for the redemption (the "Class C Redemption Date") and provide notice of the redemption to be mailed by first class mail, postage prepaid by Polestar not less than 30 days prior to the Class C Redemption Date to the registered holders of the Class C-1 ADSs (who will, in turn, notify the beneficial holders thereof). For addition information regarding the Class C-2 ADSs and the Class C-1 ADSs, please see the applicable sections in the Polestar Articles.

Polestar may issue additional equity securities or convertible debt securities without the approval of the holders of the ADSs, which would dilute ownership interests and may depress the market price of the ADSs.

Polestar will continue to require significant capital investment to support its business, and Polestar may issue equity securities or convertible debt securities of equal or senior rank in the future without approval of the holders of the ADSs in certain circumstances. Additionally, the shareholder loan facility between Polestar and each of Snita and Geely give Snita and Geely the option to convert borrowings under such facilities into equity upon certain financing events. Any such conversion would result in a dilution to our existing ADSs holders,

Polestar's issuance of additional equity securities or convertible debt securities of equal or senior rank may have the following effects: (i) Polestar's shareholders' proportionate ownership interest in Polestar may decrease; (ii) the amount of cash available per share, including for payment of dividends in the future, may decrease; (iii) the relative voting power of each previously outstanding ClassA ADS may be diminished; and (iv) the market price of ADSs may decline.

Furthermore, certain employees of Polestar and its subsidiaries have been granted equity awards under the Equity Plan, and it is anticipated that certain employees of Polestar and its subsidiaries may receive future grants of equity awards under the Equity Plan and/or may be eligible to participate in the Employee Slock Purchase Plan and the Share Matching Plan. Holders of ADSs will experience additional dilution when those equity awards become vested and settled or exercised, as applicable, for Company securities. See Item 6.B "Directors, Senior Management and Employees—Executive Officer and Director Compensation."

Nasdaq may not continue to list the Class A ADSs and Class C-1 ADSs, which could limit investors' ability to make transactions in the Company's securities and subject the Company to additional trading restrictions.

The ClassA ADSs and ClassC-1 ADSs are currently listed on Nasdaq. The Company announced on May 17, 2024 that it had received a notification letter from Nasdaq notifying that the Company was no longer in compliance with the Nasdaq Listing Rule 5250(c)(1) for continued listing due to its failure to timely file its annual report on Form 20-F for the year ended December 31, 2023 with the SEC. We believe that the filing of this Form 20-F will resolve this issue, but we are not currently eligible to use a registration statement on Form F-3 until approximately one year from the date we regain and maintain status as a current and timely filer.

There are several requirements that must be met in order for our ADSs to remain listed on the Nasdaq Global Market, including but not limited to, the minimum share price of at least U.S. \$1.00 per ADS. There can be no assurance that the Company will be able to comply with the continued listing standards of Nasdaq.

If Nasdaq delists the Class A ADSs or Class C-1 ADSs from trading on its exchange for failure to meet the listing standards, holders of the Company's securities could face significant material adverse consequences including:

- · a limited availability of market quotations for the Company's securities;
- reduced liquidity for the Company's securities;
- a determination that the ClassA ADSs are a "penny stock" which will require brokers trading in the ClassA ADSs to adhere to more stringent rules and possibly result in a reduced level of trading activity in the secondary
 market for the Company's securities; and
- · a limited amount of news and analyst coverage.

Further consequences of any delisting of the Class A ADS or Class C-1 ADS would include a decreased ability for Polestar to issue additional securities or to obtain additional financing in the future. We cannot assure that our securities will continue to satisfy the Nasdaq minimum share price requirement or prevent future non-compliance with Nasdaq's listing requirements.

The requirements of being a public company may strain Polestar's resources and distract its management, which could make it difficult to manage its business.

Polestar is required to comply with various regulatory and reporting requirements, including those required by UK companies laws and the SEC. Complying with these reporting and other regulatory requirements are time-consuming and will continue to result in increased costs to Polestar and could have a negative effect on Polestar's results of operations, financial condition or business.

As a public company, Polestar is subject to the reporting requirements of the Exchange Act and the requirements of the Sarbanes-Oxley Act, as well as the reporting requirements of the UK companies laws that related to quoted companies. These requirements may place a strain on Polestar's systems and resources. The Exchange Act and UK companies laws require that Polestar file an annual report with respect to its business and financial condition. In distinct, Polestar publishes certain results on a quarterly basis as press releases, distributed pursuant to the rules and regulations of Nasdaq. Press releases relating to certain financial results and material events will also be furnished to the SEC on Form 6-K. The Sarbanes-Oxley Act requires that Polestar implement and maintain effective disclosure controls and procedures and procedures and internal controls over financial reporting. To implement, maintain and improve the effectiveness of its disclosure controls and procedures, Polestar will need to commit and has committed significant resources, has hired and will continue to hire additional staff and has provided and will continue to implement difficiency is growth also will require Polestar to commit additional management, operational and financial resources to identify new professionals to join it and to maintain appropriate operational and financial systems to adequately support expansion. These activities may divert management's attention from other business concerns, which could have a material and adverse effect on Polestar's results of operations, financial condition or business.

Polestar has identified material weaknesses in its internal control over financial reporting related to not maintaining an effective control environment and cannot assure you that there will not be material weaknesses or significant deficiencies in its internal controls in the future.

Polestar expects to incur additional expenses and devote increased management effort toward ensuring compliance with the applicable regulations. Polestar cannot predict or estimate the amount of additional costs Polestar may incur as a result of becoming a public company or the timing of such costs.

Polestar is a foreign private issuer within the meaning of the rules under the Exchange Act and, as such, it is exempt from certain provisions applicable to United States domestic public companies.

Because Polestar qualifies as a foreign private issuer under the Exchange Act, it is exempt from certain provisions of the securities rules and regulations in the United States that are applicable to U.S. domestic issuers, including: (i) the rules under the Exchange Act requiring the filing with the SEC of quarterly reports on Form 10-Q, quarterly certifications by the principal executive and financial officers or current reports on Form 8-K; (ii) the sections of the Exchange Act regulating the solicitation of proxies, consents or authorizations in respect of a security registered under the Exchange Act; (iii) the sections of the Exchange Act regulating the solicitation of proxies, consents or authorizations in respect of a security registered under the Exchange Act; (iii) the sections of the Exchange Act; (iii) the sections of their stock ownership and trading activities and liability for insiders who profit from trades made in a short period of time; and (iv) the selective disclosure rules by issuers of material nonpublic information under Regulation FD.

Polestar is required to file an annual report on Form 20-F within four months of the end of each fiscal year. In addition, it intends to publish its results on a quarterly basis as press releases, distributed pursuant to the rules and regulations of Nasdaq. Press releases relating to financial results and material events will also be furnished to the SEC on Form 6-K. However, the information Polestar is

required to file with or furnish to the SEC is less extensive and less timely compared to that required to be filed with the SEC by U.S. domestic issuers. For example, U.S. domestic issuers are required to file annual reports within 60 to 90 days from the end of each fiscal year. As a result, there may be less publicly available information concerning Polestar's business than there would be if Polestar were a U.S. public company, and you may not be afforded the same protections or information that would be made available to you were you investing in a U.S. domestic issuer.

As Polestar is a foreign private issuer and follows certain home country corporate governance practices, its shareholders may not have the same protections afforded to shareholders of companies that are subject to all of Nasdaq's corporate governance requirements.

As a foreign private issuer, Polestar is subject to different U.S. securities laws than domestic U.S. issuers. As long as Polestar continues to qualify as a foreign private issuer under the Exchange Act, Polestar is exempt from certain provisions of the Exchange Act that are applicable to U.S. domestic public companies, including:

- the sections of the Exchange Act regulating the solicitation of proxies, consents or authorizations in respect of a security registered under the Exchange Act;
- the sections of the Exchange Act requiring insiders to file public reports of their stock ownership and trading activities and liability for insiders who profit from trades made in a short period of time; and
- the rules under the Exchange Act requiring the filing with the SEC of quarterly reports on Form 10-Q containing unaudited financial and other specified information, or current reports on Form 8-K, upon the occurrence of
 specified significant events.

In addition, Polestar is not required to file annual reports and financial statements with the SEC as promptly as U.S. domestic companies whose securities are registered under the Exchange Act, and is not required to comply with Regulation FD, which restricts the selective disclosure of material information.

Further, Polestar is exempt from certain corporate governance requirements of Nasdaq by virtue of being a foreign private issuer. Although the foreign private issuer status exempts Polestar from most of Nasdaq's corporate governance requirements, Polestar has decided to voluntarily comply with these requirements, except for the requirement to have a compensation committee and a nominating and governance committee consisting entirely of independent directors.

Furthermore, Nasdaq rules also generally require each listed company to obtain shareholder approval prior to the issuance of securities in certain circumstances in connection with the acquisition of the stock or assets of another company, equity based compensation of officers, directors, employees or consultants, change of control and certain transactions other than a public offering. As a foreign private issuer, Polestar is exempt from these requirements and may, if not required by the laws of England and Wales, elect not to obtain shareholders' approval prior to any further issuance of its Class A ADSs or prior to adopting or materially revising equity compensation plans or share incentive plans.

Subject to requirements under the Polestar Articles and Shareholder Acknowledgment Agreement that the Board be comprised of a majority of independent directors for the three years following the Business Combination Closing, Polestar may in the future elect to avail itself of these exemptions or to follow home country practices with regard to other matters. As a result, its shareholders will not have the same protections afforded to shareholders of companies that are subject to all of Nasdaq's corporate governance requirements.

Further, by virtue of being a controlled company under Nasdaq listing rules, Polestar may elect not to comply with certain Nasdaq corporate governance requirements, including that:

- a majority of the board of directors consist of independent directors (however, pursuant to the Polestar Articles and Shareholder Acknowledgment Agreement, for the three years following the Business Combination Closing, the Board must be comprised of a majority of independent directors);
- the compensation committee be composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities;
- the nominating and governance committee be composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities; and
- there be an annual performance evaluation of the compensation and nominating and governance committees.

Other than as specified above, Polestar may in the future elect to avail itself of these exemptions. As a result, its shareholders will not have the same protections afforded to shareholders of companies that are subject to all of Nasdaq's corporate governance requirements.

Polestar may lose its foreign private issuer status in the future, which could result in significant additional costs and expenses.

As discussed above, Polestar is a foreign private issuer, and therefore will not be required to comply with all of the periodic disclosure and current reporting requirements of the Exchange Act and may take advantage of certain exemptions to Nasdaq's corporate governance rules. The determination of foreign private issuer status is made annually on the last business day of an issuer's most recently completed second fiscal quarter, and, accordingly, the next determination will be made with respect to Polestar on June 30, 2024. In the future, Polestar would lose its foreign private issuer status if (i) more than 50% of its outstanding voting securities are

owned by U.S. residents and (ii) a majority of its directors or executive officers are U.S. citizens or residents, or it fails to meet additional requirements necessary to avoid loss of foreign private issuer status. If Polestar loses its foreign private issuer status, it will be required to file with the SEC periodic reports and registration statements on U.S. domestic issuer forms, which are more detailed and extensive than the forms available to a foreign private issuer. Polestar would also have to mandatorily comply with U.S. federal proxy requirements, and its officers, directors and principal shareholders will become subject to the short-swing profit disclosure and recovery provisions of Section 16 of the Exchange Act. In addition, it would lose its ability to rely upon exemptions from certain corporate governance requirements under the listing rules of Nasdaq. As a U.S. listed public company that is not a foreign private issuer, Polestar would incur significant additional legal, accounting and other expenses that it will not incur as a foreign private issuer.

If Polestar no longer qualifies as a foreign private issuer, it may be eligible to take advantage of exemptions from Nasdaq's corporate governance standards if it continues to qualify as a "controlled company." Under these rules, a company of which more than 50% of the voting power for the election of directors is held by an individual, a group or another company is a "controlled company." Taking into account the announced distribution by Volvo Cars of 62.7% of the ADSs held by its affiliate Snita to its shareholders but without giving effect to Class C Shares, any issuance of Earn Out Shares and assuming no conversion of the Class C ADSs, PSD Investment Limited, Snita and affiliates of Geely together beneficially hold approximately 85% of the outstanding voting power of Shares. Mr. Li Shufu controls PSD Investment Limited, beneficially holds approximately 91% of equity interests in Geely, which owns approximately 78.7% of equity interests in Volvo Cars. Therefore, Mr. Li Shufu, as a controlling equity interest holder in Geely and PSD Investment Limited, beneficially holds approximately 85% of the outstanding voting power of Shares.

Polestar has identified material weaknesses in its internal control over financial reporting. If Polestar is unable to remediate these material weaknesses or identifies additional material weaknesses, it could lead to errors in Polestar's financial reporting, which could adversely affect Polestar's business and the market price of the ADSs.

As a U.S. public company, Polestar is subject to the internal control over financial reporting requirements established pursuant to the Sarbanes-Oxley Act. Section 404 of the Sarbanes-Oxley Act requires Polestar to document and test its internal controls over financial reporting and requires its management to certify the effectiveness of its internal controls. In addition, its independent registered public accounting firm must attest to and report on the effectiveness of Polestar's internal controls over financial reporting. Polestar's current controls and any new controls that Polestar develops may become inadequate because of poor design and changes in its business, including increased complexity resulting from any international expansion. Any failure to implement and maintain effective internal controls over financial reporting could adversely affect the results of management's assessments of its internal control.

Polestar has identified material weaknesses in its internal control over financial reporting. Consequently, Polestar may not be able to detect errors timely, Polestar's financial statements could be misstated, Polestar could be subject to regulatory scrutiny and a loss of confidence by stakeholders, which could harm Polestar's business and adversely affect the market price of ADSs.

Polestar has identified material weaknesses in its internal control over financial reporting as well as other control deficiencies. If Polestar fails to develop and maintain an effective system of internal control over financial reporting, it may be unable to accurately report its financial results or prevent fraud.

In the course of preparing Polestar's financial statements as of and for the years ended December 31, 2023 and 2022, Polestar and its independent registered public accounting firm identified material weaknesses in Polestar's internal control over financial reporting as well as other control deficiencies. As defined in standards established by the PCAOB, a "material weakness" is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of Polestar's annual or interim financial statements will not be prevented or detected on a timely basis. In connection with the audit of Polestar's financial statements as of the year ended December 31, 2023, management concluded that there were material weaknesses in internal control over financial reporting as of December 31, 2023 related to the following COSO components: (i) control environment, (ii) control activities, (iii) information and communication, and (iv) monitoring. For more information on these material weaknesses, see Item 15 "*Controls and Procedures*". Polestar may also identify other material weaknesses in the future.

All internal control systems, no matter how well designed, have inherent limitations including the possibility of human error and the circumvention or overriding of controls. Further, because of changes in conditions, the effectiveness of internal controls may vary over time. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. Accordingly, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

Polestar cannot be certain that measures it is taking will successfully remediate the material weaknesses or that other material weaknesses will not be discovered in the future. If Polestar's efforts are not successful or other material weaknesses or control deficiencies occur in the future. Polestar may be unable to report its financial results accurately on a timely basis or help prevent fraud, which could cause its reported financial results to be materially misstated and result in the loss of investor confidence or delisting and cause the market price of Polestar's ADSs to decline. In addition, it could in turn limit Polestar's access to capital markets, harm its results of operations and lead to a decline in the trading price of Polestar's regulatory investigations and cause the sock exchange on which Polestar lists, regulatory investigations and civil or criminal sanctions.

Pursuant to the report of management on its internal control over financial reporting required under the Sarbanes-Oxley Act, Polestar's management has concluded that its internal control over financial reporting is not effective for 2023. It also may conclude in future years that it is not effective. Moreover, even if Polestar's management concludes that its internal control over financial reporting is

effective, its independent registered public accounting firm, after conducting such public accounting firm's own independent testing, may issue a report that is qualified if it is not satisfied with Polestar's internal controls or the level at which its controls are documented, designed, operated or reviewed, or if such public accounting firm interprets the relevant requirements differently from Polestar. In addition, as a public company Polestar's reporting obligations may place a significant strain on its management, operational and financial resources and systems for the foreseeable future. Polestar may be unable to timely complete its evaluation testing and any required remediation.

In addition, if Polestar fails to maintain the adequacy of its internal control over financial reporting, as these standards are modified, supplemented or amended from time to time, it may not be able to conclude on an ongoing basis that it has effective internal control over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act. Generally, if Polestar fails to achieve and maintain an effective internal control environment, it could suffer material misstatements in its financial statements and fail to meet its reporting obligations, which would likely cause investors to lose confidence in its reported financial information. This could in turn limit Polestar's access to capital markets, and harm its results of operations. Additionally, ineffective internal control over financial reporting could expose Polestar to increased risk of fraud or misuse of corporate assets and subject it to potential delisting from the stock exchange on which it lists, regulatory investigations and civil or criminal sanctions.

The restatement of our annual financial statements in 2021 and 2022 in this Form 20-F has subjected us to additional risks and uncertainties, including increased professional costs and the increased possibility of legal proceedings.

Polestar has restated prior periods in this Form 20-F and may be required to restate its financial statements from prior periods in the future. As a result of the restatement of our prior financial statements, we have become subject to additional risks and uncertainties, including, among others, increased professional fees, expenses and time commitment that may be required to address matters related to the restatements, and scrutiny of the SEC and other regulatory bodies. This could cause investors to lose confidence in our reported financial information and could subject us to regulatory penalties or shareholder litigation. We could also face monetary judgments, penalties or other sanctions that could cause the value of Polestar's securities to decline.

Polestar's dual-class voting structure may limit your ability to influence corporate matters and could discourage others from pursuing any change of control transactions that holders of the Company securities or ADSs may view as beneficial.

Polestar's authorized and issued ordinary shares are divided into Class A Shares, Class B Shares and Class C Shares. Each Class A Share and Class C Share is entitled to one vote, while each Class B Share is entitled to 10 votes. Only the Class A ADSs, which represent an underlying Class A Share, and Class C Share is entitled to and traded on Nasdaq, and Polestar intends to maintain the dual-class voting structure.

While Snita and PSD Investment Limited have historically held all of the outstanding Class B Shares, in April 2024 in advance of the announced intention of Volvo Car AB (publ.) to distribute 62.7% of the ADSs held by Snita to its shareholders, all of the Class B ADSs held by Snita and approximately 94% of the Class B ADSs held by PSD Investment Limited were converted into Class A ADSs. Despite these recent conversions, PSD Investment Limited continues to hold 49,892,575 Class B ADSs that carry a total of 498,925,750 votes. As a result, PSD Investment Limited controls approximately 49.9% of the total voting power of all the issued and outstanding Shares even though it only beneficially owns approximately 39.2% of outstanding Shares.

The U.K. City Code on Takeovers and Mergers, or the Takeover Code, may apply to Polestar.

The Takeover Code applies, among other things, to an offer for a public company whose registered office is in the U.K. (or the Channel Islands or the Isle of Man) and whose securities are not admitted to trading on a regulated market in the U.K. (or the Channel Islands or the Isle of Man) if the company is considered by the Panel on Takeovers and Mergers, or the Takeover Panel, to have its place of central management and control in the U.K. (or the Channel Islands or the Isle of Man). This is known as the "residency test." Under the Takeover Code, the Takeover Panel will determine whether Polestar's place of central management and control is in the U.K. by looking at various factors, including the structure of the Board, the functions of the directors of the Board and where they are resident.

If at the time of a takeover offer, the Takeover Panel determines that Polestar's place of central management and control is in the U.K., Polestar would be subject to a number of rules and restrictions, including, but not limited to, the following: (i)Polestar's ability to enter into deal protection arrangements with a bidder would be extremely limited; (ii)Polestar might not, without the approval of shareholders, be able to perform certain actions that could have the effect of frustrating an offer, such as issuing shares or carrying out acquisitions or disposals; and (iii)Polestar would be obliged to provide equality of information to all bona fide competing bidders.

A majority of the Board resides outside of the U.K., the Channel Islands and the Isle of Man. Accordingly, based upon Polestar's current Board and management structure and its intended plans for its directors and management, for the purposes of the Takeover Code, Polestar is considered to have its place of central management and control outside the U.K., the Channel Islands or the Isle of Man. The Takeover Code is not expected to apply to Polestar. It is possible that in the future circumstances, and in particular the Board composition, could change which may cause the Takeover Code to apply to Polestar.

If securities or industry analysts do not publish research, publish inaccurate or unfavorable research or cease publishing research about Polestar, the ADS trading prices and trading volumes could decline significantly.

The trading market for the ADSs will depend, in part, on the research and reports that securities or industry analysts publish about Polestar or its business. Polestar may be unable to sustain coverage by well-regarded securities and industry analysts. If either none or

only a limited number of securities or industry analysts maintain coverage of Polestar, or if these securities or industry analysts are not widely respected within the general investment community, the demand for the ADSs could decrease, which might cause the ADSs' trading price and trading volume to decline significantly. In the event that Polestar obtains securities or industry analyst coverage, if one or more of the analysts who cover Polestar downgrades their assessment of Polestar or publish inaccurate or unfavorable research about Polestar's business, the market price and liquidity for the ADSs could be negatively impacted.

In addition, organizations that provide information to investors on corporate governance and related matters have developed ratings processes for evaluating companies on their approach to environmental, social and governance ("ESG") matters. Such ratings are used by some investors to inform their investment and voting decisions. Inaccurate or unfavorable ESG ratings could lead to negative investor sentiment towards Polestar, which could have a negative impact on the market price and demand for Polestar's securities, as well as Polestar's access to and cost of capital.

You may face difficulties in protecting your interests, and your ability to protect your rights through U.S. courts may be limited, because Polestar is incorporated under the laws of England and Wales and because Polestar conducts substantially all of its operations outside of the United States and a majority of Polestar's directors and executive officers reside outside of the United States.

Polestar is a public limited company incorporated under the laws of England and Wales, and conducts a majority of its operations outside the United States through Polestar Performance AB (which is an indirect wholly-owned subsidiary of Polestar). Substantially all of Polestar's assets are located outside the United States. A majority of Polestar's officers and directors reside outside the United States and a substantial portion of the assets of those persons are located outside of the United States. As a result, it could be difficult or impossible for you to bring an action against Polestar or against these individuals outside of the United States in the event that you believe that your rights have been infringed upon under the applicable securities laws or otherwise. Even if you are successful in bringing an action of this kind, the laws of England and Wales and of the jurisdictions in which Polestar's assets or the assets of Polestar's directors and officers.

Polestar's management has been advised that there is currently no treaty between the United States and the United Kingdom providing for the reciprocal recognition and enforcement of judgments of United States courts by the courts of England and Wales. Further, it is unclear if extradition treaties now in effect between the United States and applicable jurisdictions would permit effective enforcement of criminal penalties of U.S. federal securities laws.

In addition, Polestar's corporate affairs are governed by the Polestar Articles, the Companies Act and the laws of England and Wales. The rights of Polestar's shareholders and the fiduciary duties of Polestar's directors under the laws of England and Wales may not be as clearly established as they would be under statutes or judicial precedent in some jurisdictions in the United States. In particular, England and Wales have a different body of securities laws than the United States. Some US, states, such as Delaware, may have more fully developed and judicially interpreted bodies of corporate law than England and Wales. In addition, companies organized under the laws of England and Wales may not have standing to initiate a shareholder derivative action in a federal court of the United States.

Certain corporate governance practices in England and Wales, which is Polestar's home jurisdiction, differ significantly from requirements for companies incorporated in other jurisdictions such as the United States. To the extent Polestar chooses to follow home country practice with respect to corporate governance matters, its shareholders may be afforded less protection than they otherwise would under rules and regulations applicable to U.S. domestic issuers.

As a result of all of the above, Polestar's shareholders may have more difficulty in protecting their interests in the face of actions taken by management, members of the board of directors or controlling shareholders than they would as public shareholders of a company incorporated in the United States.

It is not expected that Polestar will pay dividends in the foreseeable future.

It is expected that Polestar will retain most, if not all, of its available funds and any future earnings to fund the development and growth of its business. As a result, it is not expected that Polestar will pay any cash dividends in the foreseeable future.

The Board has complete discretion as to whether to distribute dividends. Even if the Board decides to declare and pay dividends, the timing, amount and form of future dividends, if any, will depend on the future results of operations and cash flow, capital requirements and surplus, the amount of distributions, if any, received by Polestar from subsidiaries, Polestar's financial condition, contractual restrictions and other factors deemed relevant by the Board. There is no guarantee that the ADSs will appreciate in value or that the trading price of the ADSs will not decline.

Polestar has granted, and anticipates granting additional, share-based incentives, which may result in increased share-based compensation expenses.

Polestar has adopted the Equity Plan and the Employee Stock Purchase Plan. In 2023 the maximum number of Class A ADSs that was available to be issued under the Equity Plan was 20,545,174 Class A ADSs. This amount may be increased each year during the term of the Equity Plan by up to 0.5% of the total number of Shares outstanding on each December 31 immediately prior to the date of such increase. The Equity Plan permits the award of options, stock appreciation rights, restricted stock, restricted stock units, performance awards, other stock-based awards, cash awards and substitute awards to employees of Polestar and its subsidiaries and affiliates. Polestar will account for compensation costs for all awards granted under the Equity Plan using a fair-value based method and recognize expenses in its consolidated statements of profit or loss in accordance with IFRS.

In 2023 the maximum number of Class A ADSs that was available to be issued under the Employee Stock Purchase Plan was 4,000,000 Class A ADSs. This amount may be increased each year during the term of the Employee Stock Purchase Plan by up to 0.1% of the total number of Shares outstanding on each December 31 immediately prior to the date of such increase. The Employee Stock Purchase Plan provides employees of Polestar and its subsidiaries and affiliates with the opportunity to purchase Class A ADSs and, in certain instances, to receive matching awards of Class A ADSs from Polestar.

Polestar believes the granting of share-based compensation is of significant importance to its ability to attract and retain key employees, and as such, Polestar has granted, and plans to continue to grant, share-based compensation and incur share-based compensation may increase, which may have an adverse effect on Polestar's business and results of operations.

Specifically, as of the date of this Report, Polestar has implemented equity programs under the Equity Plan providing for awards of restricted stock units ("RSUs"), performance stock units ("PSUs") and Bonus Shares. Polestar has also adopted a Share Matching Plan under the Employee Stock Purchase Plan, described in further detail below, which was made available to certain employees of Polestar in November 2023. Each of these programs will continue to be made available, or will become available, to eligible Polestar employees as permitted by, and subject to, applicable laws and the terms of the applicable plans. All employees employed before 2022 became eligible to participate in the Bonus Shares to de subject to transfer restrictions until June 2023. Polestar has also awarded grants of RSUs and PSUs to certain employees of Polestar as selected by Polestar's Board. Certain RSUs will vest based on the recipient's continued service through the second anniversary of the Business Combination Closing. In addition, Polestar has implemented a long-term incentive program providing for annual grants of equity-based awards vesting over three years, consisting of awards of (i) 100% PSUs granted to tother eligible Polestar employees, with such RSUs to vest thad on continued service through the third anniversary of the Business Combination Closing and such PSUs to vest based on achievement of certain Polestar performance metrics (described following) and continued service through the third anniversary of the Business Combination Closing and such PSUs to vest based on achievement with respect to each of the following metrics: 25% with respect to value creation relative to a selected group of peer companies; 25% with respect to ESG achievement with respect to the achievement of certain relative program service through he third anniversary of the achievement measured based on yearthy greenhouses; and 30% with respect to to ESG achievement with respect to each of the following metrics: 25% with respect to unleveraged free cash f

Holders of ADSs have fewer rights than direct holders of the Company securities and must act through the Depositary to exercise their rights. The voting rights of holders of ADSs are limited by the terms of the Deposit Agreements, and such holders may not be able to exercise their right to vote their Company securities directly.

Holders of ADSs do not have the same rights as Polestar shareholders who hold Company securities directly. Holders of the AD securities are only able to exercise the voting rights with respect to the underlying Company securities in accordance with the provisions of the Deposit Agreements. The holders and beneficial owners of the AD securities are parties to and bound by the terms of the Deposit Agreements for the AD securities they own. Under the Deposit Agreements, ADS holders must vote by giving voting instructions to the Depositary. If Polestar asks for instructions of ADS holders, then upon receipt of such voting instructions, the underlying Company securities in accordance with these instructions, ADS holders are not able to directly exercise their right to vote with respect to the underlying Company securities allow such holder to vote with respect to any specific matter. Polestar has agreed to give the Depositary prior notice of meetings of holders of shares. In addition, the Depositary cannot assure you that holders of AD securities are not responsible for failing to carry out voting instructions of AD securities voting instructions of AD securities are not exploring to vote and may have no legal remedy if the underlying securities may not be able to exercise the voting materials in time to ensure that holders of AD securities maner of carrying out holders' of AD securities are not of AD securities voting instructions. This means that a holder of AD securities may not be able to exercise the right to vote and may have no legal remedy if the underlying formany securities may not be able to exercise the right ovice and may have no legal remedy if the underlying here. In Securities are not of AD securities of the such as uch holder of AD securities of the exercise the voting materials of the AD securities of the securities of the exercise the voting instructions of the depositary because the voting materials of the polestary and the able to exercise and warrants. Nevertheless, Polestar cannot assure you t

The Depositary for the AD securities will give Polestar a discretionary proxy to vote the Company securities underlying the AD securities if the holders of such AD securities do not give timely voting instructions to the Depositary, except in limited circumstances, which could adversely affect the interests of holders of the ADSs.

Under the Deposit Agreements for the AD securities, if any holders of AD securities do not vote their AD securities, the Depositary will give Polestar a discretionary proxy to vote the Company securities underlying such AD securities at shareholders' meetings unless:

- Polestar has failed to timely provide the Depositary with notice of meeting and related voting materials;
- Polestar has instructed the Depositary that it does not wish a discretionary proxy to be given;
- Polestar has informed the Depositary that there is substantial opposition as to a matter to be voted on at the meeting;
- a matter to be voted on at the meeting would have a material adverse impact on shareholders; or
- the voting at the meeting is to be made on a show of hands.

The effect of this discretionary proxy is that if any such holder of the AD securities does not provide timely and valid voting instructions, such holder cannot prevent the Company securities underlying such AD securities from being voted, except under the circumstances described above. This may make it more difficult for holders of AD securities to influence the management of Polestar.

The Polestar Articles and the Deposit Agreements provide that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act and the Exchange Act and that certain claims may only be instituted in the courts of England and Wales, which could limit the ability of securityholders of Polestar to choose a favorable judicial forum for disputes with Polestar or Polestar's directors, officers or employees.

The Polestar Articles provide that unless Polestar consents in writing to the selection of an alternative forum, the courts of England and Wales will, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of Polestar; (ii) any action, including any action commenced by a member of Polestar its own name or on behalf of Polestar aclaim of breach of any fiduciary or other duty owed by any director, officer or other employee of Polestar (including but not limited to duties arising under the Companies Act); (iii) any action arising out of or in connection with the Polestar Articles or otherwise in any way relating to the constitution or conduct of Polestar; or (iv) any action asserting a claim against Polestar governed by the internal affairs doctrine (as such concept is recognized under the laws of the United States of America). The Deposit Agreements also provide for exclusive forum in state and federal courts in the City of New York. This forum selection provision in the Polestar Articles will not apply to actions ary claim for which the federal district courts of the United States of America, as a matter or the laws of the United States of any claim for determination of such a claim. The Polestar Articles provide that the federal district courts in the United States of runner for the asserting a claim against Polestar will be the exclusive forum for claims against Polestar under the Securities Act.

These choice of forum provisions may increase a securityholder's cost and limit the securityholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with Polestar or Polestar's directors, officers or other employees, which may discourage lawsuits against Polestar and Polestar's directors, officers and other employees. Polestar's shareholders will not be deemed to have waived Polestar's compliance with the U.S. federal securities laws and the rules and regulations thereunder as a result of Polestar's exclusive forum provision. Any person or entity purchasing or otherwise acquiring any of the Company securities or other securities. Awhether by transfer, sale, operation of law or otherwise, will be deemed to have notice of and have irrevocably agreed and consented to these provisions. There is uncertainty as to whether a court would enforce such provisions. The Securities Act provides that state courts and federal courts will have concurrent jurisdiction over claims under the Securities Act, and the enforceability of similar choice of forum provision in other companies' charter documents has been challenged in legal proceedings. It is possible that a court could find this type of provision to be inapplicable or unenforceable, and if a court were to find this provision in the observations, which could have adverse effect on Polestar's business and financial performance.

An ADS holder's right to pursue claims against the Depositary is limited by the terms of the Deposit Agreements.

Under the Deposit Agreements, any action or proceeding against or involving the Depositary arising out of or based upon the Deposit Agreements or the transactions contemplated thereby or by virtue of owning the ADS may only be instituted in state and federal courts in the City of New York, and a holder of the ADS will have irrevocably waived any objection which such holder may have to the laying of venue of any such proceeding, and irrevocably submitted to the exclusive jurisdiction of such courts in any such action or proceeding. However, there is uncertainty as to whether a court would enforce this exclusive jurisdiction provision. Furthermore, investors cannot waive compliance with the U.S. federal securities laws and rules and regulations promulgated thereunder. Also, Polestar may amend or terminate the Deposit Agreement without the consent of any holder of ADSs. If a holder continues to hold its ADSs after an amendment to the Deposit Agreement, such holder agrees to be bound by the applicable Deposit Agreement as so amended.

ADS holders may not be entitled to a jury trial with respect to claims arising under the Deposit Agreements, which could result in less favorable results to the plaintiff(s) in any such action.

The Deposit Agreements governing the ADSs provide that owners and holders of ADSs irrevocably waive the right to a trial by jury in any legal proceeding arising out of or relating to the Deposit Agreements or the ADSs, including claims under U.S. federal securities laws, against Polestar or the Depositary to the fullest extent permitted by applicable law. If this jury trial waiver provision is prohibited by applicable law, an action could nevertheless proceed under the terms of the Deposit Agreements with a jury trial. Although Polestar is not aware of a specific federal decision that addresses the enforceability of a jury trial waiver in the context of U.S. federal securities laws, it is Polestar's understanding that jury trial waivers are generally enforceable. Moreover, insofar as the Deposit Agreements are governed by the laws of the State of New York, New York laws similarly recognize the validity of jury trial waivers in appropriate circumstances. In determining whether to enforce a jury trial waiver provision, New York courts and federal courts will consider whether the visibility of the jury trial waiver provision within the agreement is sufficiently prominent such that a party has knowingly waived any right to trial by jury. Polestar believes that this is the case with respect to the Deposit Agreements and the ADSs.

In addition, New York courts will not enforce a jury trial waiver provision in order to bar a viable setoff or counterclaim of fraud or one which is based upon a creditor's negligence in failing to liquidate collateral upon a guarantor's demand, or in the case of an intentional tort claim (as opposed to a contract dispute). No condition, stipulation or provision of the Deposit Agreements or ADS serves as a waiver by any holder or beneficial owner of ADSs or by Polestar or the Depositary of compliance with any provision of U.S. federal securities laws and the rules and regulations promulgated thereunder.

If any owner or holder of ADSs brings a claim against Polestar or the Depositary in connection with matters arising under the Deposit Agreements or the ADSs, including claims under U.S. federal securities laws, such owner or holder may not be entitled to a jury trial with respect to such claims, which may have the effect of limiting and discouraging lawsuits against Polestar or the Depositary. If a lawsuit is brought against Polestar or the Depositary under the Deposit Agreements, it may be heard only by a judge or justice of the applicable trial court, which would be conducted according to different civil procedures and may result in a trial by jury would have had, including results that could be less favorable to the plaintiff(s) in any such action, depending on, among other things, the nature of the claims, the judge or justice hearing such claims and the venue of the hearing.

The Depositary for the ADSs is entitled to charge holders fees for various services, including annual service fees.

The Depositary for the ADSs is entitled to charge holders fees for various services, including for the issuance of the ADSs upon deposit of Company securities (other than in the case of ADSs issued pursuant to the Business Combination), cancellation of ADSs, distributions of cash dividends or other cash distributions, distributions distributions of ADSs pursuant to share dividends or other free share distributions, distributions of securities other than ADSs and annual service fees. For more information, please see Item 12 "Description of Securities Other Than Equity Securities." In the case of ADSs issued by the Depositary into the DTC the fees will be charged by the DTC participant to the account of the applicable beneficial owner in accordance with the procedures and practices of the DTC participants to pay the applicable United Kingdom stamp duty or SDRT. For more information, please see "*—Risks Related to Tax—Transfers of ADSs or the underlying Company securities may be subject to stamp duty or stamp duty reserve tax in the U.K., which would increase the cost of dealing in the Company's securities."*

The ADS holders may not receive dividends or other distributions of the Company securities and the holders thereof may not receive any value for them, if it is illegal or impractical to make them available to such holders.

Under the terms of the Deposit Agreements, the Depositary of the ADSs will agree to distribute to holders of the ADSs the cash dividends or other distributions if or the custodian receives on the applicable deposited securities underlying the ADSs, after deducting its fees, taxes and expenses. For more information, please see Item 12 "Descriptions of Securities Other Than Equity Securities." Holders of the ADSs will receive these distributions in proportion to the number of ADSs they hold. However, the Depositary is not responsible for making such distributions if it decides that such distributions are unlawful or impractical. For example, it would be unlawful to make a distribution to a holder of ADSs if it consists of securities that require registration under the Securities Act but such securities are not properly registered or distributed an applicable example, it would be unlawful to make a distribution to distribute such property. Polestar has no obligation to register under U.S. securities laws securities received through such distributions. Polestar also has no obligation to take any other action to permit the distribution of ADSs. This means that holders of the ADSs may not receive distributions Polestar makes on its securities or any value for them if it is illegal or impractical for Polestar to make them available to such holders. These restrictions may cause a material decline in the value of the ADSs.

Holders of ADSs may be subject to limitations on transfer of their ADSs.

ADSs are transferable on the books of the Depositary. However, the Depositary may close its books at any time or from time to time when it deems expedient in connection with the performance of its duties. The Depositary may close its books from time to time when it deems expedient in connection with the performance of its duties. The Depositary may close its books from time to time of ransons, including in connection with corporate events such as a rights offering, during which time the Depositary needs to maintain an exact number of ADSs on its books for a specified period. The Depositary may also close its books in emergencies, and on weekends and public holidays. The Depositary may refuse to deliver, transfer or register transfers of ADSs generally when Polestar's share register or the books of the Depositary are closed, or at any time if Polestar or the Depositary thinks it is advisable to do so because of any requirement of law or of any government or governmental body, or under any provision of the Deposit Agreement, or for any other reason.

The Company may be subject to securities litigation, which is expensive and could divert management attention.

The price of the AD securities may be volatile and, in the past, companies that have experienced volatility in the market price of their shares have been subject to securities class action litigation. Polestar may be the target of this type of litigation in the future. Litigation of this type could result in substantial costs and diversion of management's attention and resources, which could have a material adverse effect on business, financial condition, results of operations and prospects. Any adverse determination in litigation could also subject us to significant liabilities and materially impact our results of operations. Furthermore, a shareholder has filed a section lawsuit in August 2023 against parties formerly connected to Gores Guggenheim Inc., the special purpose acquisition company that combined with Polestar as part of the Business Combination. Although Polestar is not a party to such lawsuit, in February 2024 it

received a demand from certain of the defendants which stems from indemnification obligations Polestar agreed to as part of the Business Combination Agreement. Polestar will thus be responsible for covering certain defendants' costs including legal expenses and, potentially, a future settlement, which could be substantial. Furthermore, it is possible that Polestar could be a target in the future and that such lawsuit will require Polestar to expend time and additional resources.

ITEM 4. INFORMATION ON THE COMPANY

A. History and Development of the Company

The legal name of the Company is "Polestar Automotive Holding UK PLC." The Company was incorporated under the laws of England and Wales as a company limited by shares on September 15, 2021 and was re-registered as a public limited company under the laws of England and Wales on May 5, 2022 in connection with the Business Combination. The Company's registered office in England is The Pavilions, Bridgewater Road, Bristol, England, BS13 8AE. The address of the principal executive office of the Company is Assar Gabrielssons Väg 9 405 31 Gothenburg, Sweden, and the telephone number of the Company is +1 551 284 9479.

On September 27, 2021, GGI, Former Parent, Polestar Singapore, Polestar Sweden, the Company and Merger Sub entered into a Business Combination Agreement. The Business Combination was consummated on June 23, 2022. At the Business Combination Closing, the Company completed the Pre-Closing Reorganization, pursuant to which, among other things, Polestar Singapore, Polestar Sweden and their respective subsidiaries became wholly owned subsidiaries of the Company

The Company is subject to certain of the informational filing requirements of the Exchange Act. Since the Company is a "foreign private issuer," it is exempt from the rules and regulations under the Exchange Act prescribing the furnishing and content of proxy statements, and the officers, directors and principal shareholders of the Company are exempt from the reporting and "short-swing" profit recovery provisions contained in Section 16 of the Exchange Act with respect to their purchase and sale of Shares. In addition, the Company is not required to file reports and financial statements with the SEC as frequently or as promptly as U.S. public companies whose securities are registered under the Exchange Act. However, the Company is required to file with the SEC an Annual Report on Form 20-F containing financial statements audited by an independent accounting firm. The SEC also maintains a website at http://www.sec.gov that contains reports and other information that the Company files with or furnishes electronically to the SEC.

The website address of the Company is https://www.polestar.com/us/. The information contained on the website does not form a part of, and is not incorporated by reference into, this Report.

Polestar's capital expenditures for the years ended December 31, 2023, 2022 and 2021 amounted to TUSD475,710, TUSD380,709 and TUSD503,308, respectively. These capital expenditures primarily consisted of purchases of unique tooling for production facilities, the development and purchase of certain intellectual property rights and tooling and equipment used at Polestar's research and development center in the United Kingdom at the Mira Technology Park in Coventry. Polestar expects its capital expenditures to increase in the near term as it continue to invest in the acquisition of intellectual property as well unique tooling and equipment. Polestar anticipates that its capital expenditures in 2024 will be financed from the issuance of equity or debt instruments, various short-term credit facilities, including working capital facilities, term loans with related parties, sale leaseback arrangements, and extended trade credit with related parties.

B. Business Overview

Summary

Polestar is determined to improve society by accelerating the shift to sustainable mobility.

Polestar is a pure play, premium electric performance car brand headquartered in Sweden, designing products engineered to excite consumers and drive change. Polestar believes that it defines market-leading standards in design, innovation and sustainability. Polestar was established as a premium electric car brand by Volvo Cars and Geely in 2017. Polestar benefits from the technological, engineering and manufacturing capabilities of these established global car manufacturers. Polestar has a capital-efficient, asset-light business model.

Polestar 1, an electric performance hybrid GT, was launched to establish Polestar in the premium luxury electric vehicle market in 2017. With a carbon fiber body, Polestar 1 has a combined 609 horse-power (hp) and 1,000 Newton-meter (Nm) of torque. Production of the Polestar 1 ceased at the end of 2021, making Polestar a dedicated electric vehicle manufacturer. Polestar 2, an electric performance fastback and Polestar's first fully electric, high-volume car was launched in 2019. Polestar 2 has three variants with a combination of long, and standard range batteries as large as 78 kWh, and dual- and single-motor powertrains with up to 300 kW / 408 hp and 660 Nm of forque. Polestar 3, an electric performance SUV, was launched in 2022. Polestar 3 has two dual-motor 111 kWh battery variants with powertrains up to 380 kW / 510 hp and 671 Nm of torque. Polestar 4, a sporty SUV coupe, was launched in 2023. Polestar 4 has two variants with a long range batteries of 100kWh, and dual and single-motor powertrains with up to 400 kW / 544 hp and 686 Nm of torque.

Polestar's cars have received major acclaim, winning multiple globally recognized awards across design, innovation and sustainability. Highlights for Polestar 1 include Insider car of the year and GQ's Best Hybrid Sports Car awards Polestar 2 alone has won over 50 awards, including various Car of the Year awards, the Golden Steering Wheel, Red Dot's Best of the Best Product Design and a 2021 Innovation by Design award from Fast Company. And the SUV for the electric age, Polestar 3, has already been acclaimed Car WOW's Car of the Year and ESUV of the Year for 2023. Polestar 4 has won the Production Car Design of the Year award for 2023.

Polestar has also received a total of five awards from the German Design Council, including the German Design Awards for the Polestar 5 concept car and the ABC award for the Polestar 6 electric roadster concept. Furthermore, the Polestar 6 has been voted the Concept Car of the Year in Car Design Review.

As of December 31, 2023, Polestar's cars are on the road in 27 markets across Europe, North America and Asia Pacific. Polestar plans to have a line-up of four performance EVs by 2025. Following the launch of the Polestar 3, an electric performance SUV, in October 2022 where customers were able to begin placing orders, Polestar launched Polestar 4, a sporty SUV coupe in April 2023 in China only and started first customer deliveries in China in December 2023. Polestar 5, a luxury 4 door GT, is planned to start production in 2025. Polestar believes the premium luxury SUV vehicle segment is one of the fastest growing vehicle segments, and expects the electric-only vehicle portion of this segment to grow at a faster rate than the overall segment.

The following tables show Polestar's revenue by type and geographical region for the years ended December 31, 2023, 2022 and 2021:

	For the year ended December 31,			
	 2023	2022	2021	
Sales of vehicles	 2,319,947	2,386,454	1,299,196	
Sales of software and performance engineered kits	18,994	21,308	25,881	
Sales of carbon credits	1,452	10,984	6,299	
Vehicle leasing revenue	17,421	16,719	6,217	
Other revenue	20,748	8,640	8,754	
Total	\$ 2,378,562 \$	2,444,105 \$	1,346,347	
	For the year ended December 31,			
	 2023	2022	2021	
Europe, the Middle East, and Africa	 1,660,579	1,610,727	1,036,847	
North America	523,374	599,931	268,188	
Asia and Australia	 194,609	233,447	41,312	
Total	\$ 2,378,562 \$	2,444,105 \$	1,346,347	

Polestar has set itself the important goal to create a truly climate neutral car by the end of 2030, which it refers to as the Polestar 0 project. The development of a truly climate neutral production car by the end of 2030 is a significant milestone on the path to Polestar's goal of becoming a climate neutral company by the end of 2040.

Polestar 2 vehicles are currently manufactured at a plant in Taizhou, China that is owned and operated by Volvo Cars. The plant was acquired by Volvo Cars from Geely in December 2021. Prior to that time, the plant had been owned by Geely and operated by Volvo Cars. The Polestar 2 vehicles have been manufactured at this plant since production commenced in 2020. Commencing with the Polestar 3, Polestar intends to produce vehicles both in China at Volvo Cars' Chengdu facility and in the United States at Volvo Cars' facility in Charleston, South Carolina. Polestar 3 production in Chengdu commenced in February 2024. Polestar also expects to start producing Polestar 4 vehicles in Busan, South Korea, during the second half of 2025. An agreement has been reached between Polestar, Geely Holding and Renault Korea Motors (RKM), that will bring contract manufacturing of Polestar 4 vehicles for the North American and domestic South Korean markets to RKM's Busan plant.

Polestar's ability to leverage the manufacturing footprint of both Volvo Cars and Geely provides it with access to a substantial combined installed production capacity and gives Polestar's highly scalable business model immediate operating leverage. Polestar also plans on expanding its production capacity in Europe by leveraging plants that are owned and operated by Volvo Cars.

Polestar's sales channels include both direct-to-consumer and direct-to-business models. In direct-to-consumer, Polestar uses a digital first approach that enables its customers to browse Polestar's products, configure their preferred vehicle and place their order online. In direct-to-business, vehicles are sold to various fleet customers, such as rental car companies and corporate fleet managers. In November 2023 Polestar announced a refocused approach to key markets including a new joint venture in China. Alternatively, Polestar Spaces are where customers can see, feel and test drive Polestar's vehicles prior to making an online purchase. Polestar believes this combination of digital and physical retail presence delivers a seamless experience for its customers. Polestar's customer experience is further enhanced by its comprehensive service network that leverages the existing Volvo Cars service center network. As of December 31, 2023, there were 192 Polestar Spaces. In addition, Polestar leverages the Volvo Cars service center network to provide access to 1,150 customer service points worldwide (as of December 31, 2023) in support of its international operations.

Polestar's research and development expertise is a core competence and Polestar believes it is a significant competitive advantage. With over 650 personnel located in Coventry, United Kingdom and Gothenburg, Sweden, the European research and development team focuses on areas such as bonded aluminum architectures, high-performance electric motor and bi-directional compatible battery packs, in-car software development and advanced engineering and research. A further 30 employees in Shanghai, China are dedicated to the development of specific features for the Chinese market. The Polestar research and development team also benefits, through a variety of agreements, from having access to the substantial engineering and design teams of Volvo Cars and Geely. The strong expertise and ambition to develop and produce sustainable technology solutions and materials is also a key asset of Polestar's research and development. All in all, Polestar's ability to create cars with a strong Polestar product design is also widely recognized as a key differentiator.

Polestar has drawn extensively on the industrial heritage, knowledge and market infrastructure of Volvo Cars. This combination of deep automotive expertise, paired with cutting-edge technologies and an agile, entrepreneurial culture, underpins Polestar's differentiation, potential for growth and success.

Recent Developments

On January 9, 2024, Polestar announced that its strategic relationship with Google continues. The latest innovations for cars with Google built-in are rolling out for Polestar cars, including new features – sending a planned route from mobile device to car and In-car browsing with Google Chrome that are available in Polestar 2.

On January 11, 2024, Polestar announced global deliveries for the fourth quarter of 2023. Polestar delivered approximately 12,800 cars in the fourth quarter, including 880 Polestar 4 in China, taking its global deliveries for the year to approximately 54,600 cars, a growth of 6% compared to 2022.

On January 11, 2024, Polestar also announced Board and management appointments. Winfried Vahland was appointed to the Board as a director. Per Ansgar was appointed Chief Financial Officer (CFO), and assumed responsibilities from Johan Malmqvist. Kristian Elvefors was appointed Global Head of Sales and assumed responsibilities from Mike Whittington. All three appointments were effective from January 15, 2024.

On January 31, 2024, Polestar announced that following Polestar 4 start of production and first deliveries in China at the end of 2023, online sales commenced in Europe and Australia.

On February 23, 2024, Volvo Cars announced a proposed distribution of 62.7% of its Polestar shareholding to its shareholders.

On February 27, 2024, Polestar announced that production of Polestar 3 has started in Chengdu, China, with additional production expected to commence in South Carolina, USA, in summer 2024. The announcement also stated that production of an early test series in the American factory has been completed successfully.

On February 28, 2024, Polestar announced that it has secured USD 950 million in external debt funding provided by 12 international banks including BNP Paribas, Natixis, Standard Chartered, BBVA, HSBC and SPDB, in the form of a three-year loan facility.

On April 11, 2024, Polestar announced that it had delivered approximately 7,200 cars for the first quarter of 2024.

On July 2, 2024, Polestar announced that it had delivered approximately 13,000 cars for the second quarter of 2024.

On July 5, 2024, Polestar announced the first deliveries of Polestar 3.

Polestar's Strategy

The global car industry is undergoing a fundamental transformation and Polestar believes it is optimally positioned at the forefront of this change, with a strong and established market presence and a rapidly expanding model portfolio, including two SUVs which target one of the fastest growing in the global car market. Industry growth is driven by increasing consumer awareness of environmental impact, technological improvement and shifting consumer preference. Increasingly rigorous environmental regulation and expanded charging infrastructure will also drive adoption of electric vehicles.

Polestar intends to implement the following strategy to deliver on its business plan:

- Richer product mix. Polestar's model line-up is expected to grow from 1 to 4 models by 2025, including higher-margin cars such as Polestar 3, Polestar 4 and Polestar 5, which are expected to be main drivers of accelerated margin progression.
- Increased build options and packs. Polestar expects to monetize its rapidly growing luxury model line-up, by offering customers more flexibility and much greater customization options.
- More focused approach to market presence. In Europe, Polestar intends to focus sales efforts and investments into markets that have the greatest potential for profitable growth. In China, Polestar's innovative JV model is expected to lead to higher sales and technological advances.
- Improved profitability of the US business. By diversifying its manufacturing footprint into the US and adding another production location outside China in Busan, South Korea, a portion of cars produced for the US market
 are expected to attract lower or no US tariffs. Polestar also plans to optimize its US marketing and dealer network.
- · Further product cost reduction opportunities. By working closely with current manufacturing partners, Polestar expects to drive production costs down, while maintaining the high quality of its products.
- Previously announced headcount reductions. During 2023 a reduction in Polestar's workforce of approximately 300 personnel was made, with a hiring freeze that eliminated approximately 500 additional planned roles.
- · Resized and optimized advertising, selling & promotion spend. Polestar intends to improve marketing efficiency by re-focusing its marketing budget as well as making improvements in its mix of sales channels.
- Commercial digital efficiency. Polestar intends to increase investment in digital tools and solutions to increase effectiveness of its customer engagement
- R&D efficiency. Polestar is reviewing its research and development activities to ensure they operate efficiently and prioritize cost-effective product development.
- · Capital management. Polestar intends to continue a disciplined approach to capital expenditure, for example from working capital optimization through its China JV and pursuing more localized manufacturing.

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Polestar's Strengths

Polestar believes it benefits from a number of competitive advantages:

Distinct Pure, Progressive, Performance brand values with leading design, innovation and sustainability core pillars.

Polestar believes that its emphasis on distinct Scandinavian avant-garde design with high-tech minimalism, proprietary technology and innovative partnerships and environmentally sustainable products engages and attracts customers who share its ethos and design aesthetic. Polestar's brand, with its iconic attributes of Pure, Progressive, Performance is reflected in its products which have received multiple global awards since the launch of the Polestar 1 in 2017. Polestar also believes its proprietary electric vehicle technology provides it with a substantial competitive advantage. Research and development, a core competence, is focused on areas such as lightweight chassis architectures and manufacturing, electric propulsion and motors and bi-directional battery packs that Polestar believes will significantly enhance the competitiveness of its vehicles, alongside smart partnerships with leading providers of autonomous driving and infotainment technologies. Sustainability remains a core principle for Polestar and it continues to work to reduce its impact on the environment in every aspect of its business, but with a particular focus on the manufacturing of its cars. Polestar is actively targeting climate neutral manufacturing processes and materials and uses tools such as Life Cycle Analysis to help it both ascertain the impact of its vehicles and to identify opportunities to make them more sustainable. Polestar rensparently shares this information with its customers so they can make an informed buying decision and rarke Polestar's progress.

Rapidly expanding exclusive vehicle portfolio, targeting fastest growing, high margin segments.

Polestar expects significant growth in the premium luxury electric vehicle segment and believes its ability to leverage a global manufacturing footprint and expanding product portfolio, coupled with a scalable and asset-light business model means it is well positioned to capitalize on this growing market.

Polestar is one of two pure play global premium electric vehicle companies already in mass production.

Currently, Polestar and Tesla are the only global pure play premium electric vehicle manufacturers in mass production. New entrants would have to develop significant core competencies to match Polestar's proprietary technology as well as the access to vehicle design and manufacturing capabilities and sales and service infrastructure that Polestar receives from Volvo Cars and Geely. Polestar believes these advantages constitute a significant barrier to entry. With 160,000 Polestar V belostar vehicle design and cross 27 global markets since start of production in 2019, Polestar believes it has established a global reach. In 2024, Polestar benefit from global production on global divisibilities on we SUVs, Polestar 4 and Polestar 3, which both started production in November 2023 and February 2024, respectively. Adding to this line up, Polestar expects to start the production of Polestar 5 in 2025 – becoming a four car company.

Capital efficient, asset-light business model, with access to established global state-of-the-art manufacturing facilities.

Polestar has a scalable, asset-light business model that leverages the experience and manufacturing resources of Volvo Cars and Geely. Polestar has access to their technology, manufacturing facilities, logistical infrastructure and information technology systems. Polestar believes this access provides the flexibility to scale production more quickly with demand, using an already operational ecosystem, and has enabled Polestar trapidly launch its brand globally. Polestar believes this asset-light model requires significantly less capital to produce vehicles and revenue compared to traditional manufacturers or other electric vehicle companies. Two examples of this strategy being implemented are the planned establishment of manufacturing in the USA and South Korea. Polestar 3 production in Chengdu China, is expected to be complemented with production in Quite, which has already started in Hangzhou Bay, China, is expected to be complemented by production in Busan, South Korea, through Geely's joint venture Renault Korea Manufacturing ("RKM").

Bespoke regional market strategy, including a unique partnership approach in China.

Polestar's sales and distribution model is focused on a direct customer experience, reducing multiple traditional inefficiencies coupled with a differentiated distribution. Using the Polestar mobile application (the "*Polestar App*") or other digital connections, clients can discover Polestar's products, configure and personalize them, choose a financing option and purchase online, creating a seamless experience. Complementing this digital experience, customers can see, feel and test drive Polestar's vehicles, at one of the Polestar Spaces prior to making an online purchase. Polestar believes this combination of digital and physical retail presence serves to deliver a seamless experience for its customers. Polestar's customers benefit from a comprehensive service network which leverages the existing Volvo Cars service center network. In Europe, Polestar follows a direct-to-consumer model and, in select markets, an importer model, for sales and distribution. European customers have access to 90 Polestar spaces and approximately 650,000 charging points through Pulgsurfing. Polestar is shifting select European markets to an importer model to focus resources on the most profitable markets, and applying a non-genuine agency operating model in key markets. In North America, Polestar is shifting to a wholesale model, with high control of customer experience through retailer vetting. North American customers have access to over 30 Polestar Spaces, managed by independent authorized retailers, and service points as well as CCS Charging with approximately 8,000 charging points in USA and Canada. In China, through Polestar's JV with Xingji Meizu, customers have access to around 70 Polestar Spaces and over 100 service points. Polestar believes the technical know-how and software engineering capability of Xingji Meizu, an established mobile phone device brand with substantial R&D and software operating system experience, will aid the planned implementation of important features, services and products, including Polestar OS,

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Polestar's Vehicles

Polestar 1

Polestar 1 is Polestar's halo car, a car intended to establish Polestar's brand in the premium luxury electric vehicle market. Polestar 1 was manufactured at Polestar's facility in Chengdu, China. First revealed in October 2017, commercial production commenced in 2019. Polestar 1 features a highly advanced and technically innovative powertrain, combined with composite materials and leading-edge technology mechanical components.

The hybrid powertrain features two electric motors on the rear axle - one for each wheel - mated to a front-mounted petrol engine which features turbo- and supercharging. A third electric motor is integrated between the crankshaft and gearbox for extra electric torque for the front wheels.

The body of Polestar 1 is made from carbon fiber reinforced polymer ("CFRP") which lowers the vehicle's weight as well as its center of gravity. The CFRP body also allowed the car's designers to create truly emotive and sharp styling cues that cannot be stamped into traditional metal body panels. Under the surface, the CFRP body features a carbon fiber "dragonfly" between the front seats and the rear of the vehicle, further reinforcing the car's chassis. Driving dynamics are key to the Polestar experience and Polestar's engineers spent years developing the "Polestar feeling" with Polestar 1. Crucial to this was the co-development of leading-edge technology mechanical components – like the manually adjustable Öhlins Dual Flow Valve dampers with double wishbone design and 6-piston Akebono brake calipers.

Polestar 1 when into particular being beam for the amplete interesting in a constraint of the amplete interesting in the polestar 2 constraint of the amplete interesting in the polestar 2 constraint of the amplete interesting in the polestar 2 constraint of the amplete interesting in the polestar 2 constraint of the amplete interesting in the polestar 2 constraint of the polestar 3 constrai

Polestar 2

Polestar 2 is an electric performance fastback and Polestar's first fully electric, high volume model. Polestar 2 is manufactured at the Taizhou, China facility, which is owned and operated by Volvo Cars after having been acquired the plant from Geely in December 2021. First revealed in 2019, production commenced in 2020.

Polestar 2 model range includes three variants – Long range dual motor (up to 350 kW (476 hp)/ 740 Nm), Long range single motor (220 kW (299 hp)/ 490Nm) and Standard range single motor (200 kW (268 hp)/ 490 Nm) – combined with three optional packages – Pilot, Plus and Performance – to provide consumers with the perfect Polestar 2 for their needs. Pilot and Plus packs encompass driver convenience and comfort features, while the Performance pack adds further dynamic and visual appeal with Ohlins Dual Flow Valve dampers, 4-piston Brembo brakes, forged alloy wheels and, naturally, Polestar's signature gold detailing inside and out. Polestar believes this modular approach simplifies both the purchase and manufacturing process while enhancing the customer experience. Polestar 2 model 2024 features a new high-tech front end that reflects the design language premiered by Polestar 3, substantial performance increases with all-new electric motors, even more powerful batteries, sustainability improvements and, for the first time in a Polestar, rear-wheel drive.

Since Polestar 2 deliveries began in 2020, Polestar has improved the range, efficiency and performance of Polestar 2 and its cradle-to-gate carbon footprint has been continuously reduced. The result is a total CO2e saving of 12%, or 3 tons, since the vehicles initial launch. Low-carbon aluminum in wheels and the battery tray, a switch to renewable electricity in the factory, and improved battery chemistry, are some of the contributing factors.

Polestar 2 was the first car in the world to feature an infotainment system powered by Google's Android Automotive OS, with Google built-in. Developed in collaboration with Google, the Android system integrates the car infotainment system with Google Assistant, Google Maps and the Google Play Store. The user interface is bespoke to Polestar 2 and developed in-house. With an open developer portal that features an Android Automotive OS emulator. Polestar also provides app developers the ability to develop apps for use in the car (for example a parking app from Easy Park, that can be downloaded directly to the car to simplify payment of parking fees) in shorter time than is generally required to develop apps for unique operating systems used by traditional car producers.

The Polestar 2 has been designed and produced in accordance with Polestar's emphasis on design led sustainability. It was in connection with the launch of Polestar 2 in 2020 that Polestar released its first Life Cycle Assessment report, with full methodology and transparency, and including a call to the industry at large for a uniformly open and transparent way of disclosing the carbon footprint of electric vehicles. In early 2021, Polestar took this transparency a step further by integrating a Product Sustainability Declaration into Polestar Spaces and on its website. The Product Sustainability Declaration discloses the cardle-to-gate ton greenhouse gas emissions and traced materials, which helps customers assess the sustainability—Formance of Polestar's cars. See Item 4.B "Information on the Company—Business Overview—Design, Innovation and Sustainability." Information contained on the Company's website to be part of this Report.

Polestar 3

Polestar launched the Polestar 3 on October 12, 2022. Polestar 3 is a luxurious electric performance SUV with seating for five and design direction previewed by Polestar Precept concept car (now the Polestar 5). It is an aerodynamically-optimized SUV using multiple design features to smooth airflow and reduce drag. The two seating rows in Polestar 3 stretch out between the long wheelbase offering luxurious and spacious legroom for the rear passengers even when the tallest driver is sitting in the front seat. Polestar believes that the Polestar 3 will define the SUV for the electric era by combining the high seating position favored by customers with a highly efficient aerodynamic silhouette and sports-car handling.

Materials used inside Polestar 3 have been selected for their sustainability credentials, while raising premium aesthetics and luxury tactility. These include bio-attributed MicroTech, animal welfare-certified leather rated with the highest global standard by the animal protection index, certified chrome free, and fully traceable wool upholstery.

Polestar 3 comes with a total cradle-to-gate carbon footprint of 24.7 tCO2e at launch. This is lower than that of the significantly smaller Polestar 2 when it was launched in 2020 (26.1 tCO2e), proving that even for large SUVs action can be taken to reduce their climate impact.

Material production and refining contributes 68% of its cradle-to-gate carbon footprint of which aluminum represents 24%, iron and steel 17% and battery module production 24%. The approach to meeting the ambitious sustainability targets for Polestar 3 took learnings from the carbon footprint reductions of Polestar 2. Consequently, 81% of Polestar 3's total aluminum mass production, the Li-ion battery cell module production as well as anode and cathode material production use 100% renewable electricity. By doing this, 8.5 tCO2e per car have been eliminated.

Polestar 3 is the first car from Polestar to feature centralized computing with the NVIDIA DRIVE core computer, running software from Volvo Cars. Serving as the AI brain, NVIDIA's high-performance automotive platform processes data from the car's multiple sensors and cameras to enable advanced driver-assistance safety features and driver monitoring. The infotainment system is powered by a next-generation Snapdragon Cockpit Platform from Qualcomm Technologies, Inc. As a central component of the Snapdragon Tockpit Platform from Qualcomm to-experimente experimence automotive platform being to be provide immersive set of open and scalable cloud-connected automotive platforms – the Snapdragon Cockpit Platform will be utilized to provide immersive in-vehicle experiences with its high-performance capabilities to deliver high-definition displays, premium quality surround sound and seamless connectivity throughout the vehicle.

As standard, Polestar 3 features a total of five radar modules, five external cameras and twelve external ultrasonic sensors to support numerous advanced safety features. The SmartZone below the front aero wing collects several of the forward-facing sensors, a heated radar module and camera, and now becomes a signature of Polestar design. Inside, two closed-loop driver monitoring cameras bring leading eye tracking technology from Smart Eye to a Polestar for the first time, geared towards safer driving. The cameras monitor the driver's eyes and can trigger warning messages, sounds and even an emergency stop function when detecting a distracted, drowsy or disconnected driver.

With an indicative range of \$80,000 to \$120,000 for the North American market, Polestar 3 launches with a dual-motor configuration and a power bias towards the rear. The standard car produces a total of 360 kW and 840 Nm of torque. With the optional Performance Pack, total output is 380 kW and 910 Nm. Adjustable one-pedal drive is included, as well as an electric Torque Vectoring Dual Clutch function on the rear axle – an evolution of what was first developed for Polestar 1. A decoupling function is also available for the rear electric motor, allowing the car to run only on the front electric motor to save energy under certain circumstances.

Polestar 4

Polestar 4 is a new breed of SUV coupé that transforms the aerodynamics of a coupé and the space of an SUV. Design cues first seen on Polestar's concept cars are brought to production in the fastest Polestar production car to date. Polestar 4 is positioned between Polestar 2 and Polestar 3 in terms of size and price.

Following start of production and first deliveries in China at the end of 2023, Polestar 4 is now also officially on sale in Europe and Australia with production start planned for those markets towards the middle of 2024.

As a design-driven brand, the design of Polestar 4 sees the continuation of key elements first shown by the Polestar Precept concept car, coming to life. This includes eliminating the rear window which enables a new kind of immersive rear occupant experience, and the separation of the dual blade front lights with unique Polestar light signature – complemented by the Polestar emblem with millimeter-precision lighting from below.

Built on the premium Sustainable Experience Architecture (SEA) developed by Geely Holding, Polestar 4 is a D-segment SUV coupé with a large body and long, 2,999 mm wheelbase. Polestar 4 has a length of 4,840 mm, a width of 2,139 mm and a height of 1,534 mm. The resulting generous interior proportions are especially evident in the rear, where occupants are cocooned in an intimate environment, with electrically reclining seats. Adjustable ambient lighting that adds an extra dimension to the interior, inspired by the solar system, allows the occupants to customize the driving environment.

Thanks to the elimination of the rear window, the standard full-length glass roof stretches beyond the rear occupants' heads, creating a truly unique interior ambience.

The rear-view mirror is replaced by a high-definition screen that shows a real-time feed from a roof-mounted rear camera - enabling a far wider field of view than what can be experienced in most modern cars

In late 2023, Polestar revealed that Polestar 4 carries the lowest carbon footprint of all its cars at launch. Polestar 4 is produced in Geely Holdings' SEA factory in Hangzhou Bay, China, which combines green electricity that carries the I-REC hydro power certificate, with photovoltaic electricity from the roof of the plant. A higher use of low-carbon aluminum from smelters using hydropower electricity helps reduce the climate impact further.

The Polestar 4 Long range Single motor version has a cradle-to-gate carbon footprint of 19.9 tCO2e, while the Long range Dual motor has one of 21.4 tCO2e. Aluminum represents 22.4-24% of the carbon footprint, while steel and iron constitute 20%, and battery modules account for the highest share of the carbon footprint of materials production and refining at 36-40%.

A mono-material approach, first presented in the Polestar electric roadster concept in 2022, is applied to interior materials, where all layers of certain components are produced from the same base material. This allows them to be recycled more effectively and efficiently by eliminating the need for incompatible materials to be separated before recycling.

New interior materials include a tailored knit textile which consists of 100% recycled PET, along with bio-attributed MicroTech vinyl, and traced leather from Bridge of Weir - where the raw hides are by-products of the food industry and come from Scottish farms that are independently rated by the Animal Protection Index as being of the highest global standard.

The tailored knit upholstery is a new technique for the automotive industry. First shown in the Precept concept car, the textile is made from 100% recycled polyester. The material and the design have been created by Polestar designers together with the Swedish School

of Textiles (Borås Textilhögskolan) and further developed with suppliers. It is made to fit, producing minimal off cuts and reduced overall waste.

Inlay carpets in the interior are made using recycled PET and floor carpets are made using ECONYL, which includes reclaimed fishing nets. Specific door trim panels are made from NFPP (natural fiber polypropylene) which results in up to 50% less virgin plastic and a weight saving of up to 40%. MicroTech, first introduced in Polestar 3, is a bio-attributed vinyl that replaces crude oil with pine oil in its construction and features a recycled textile backing

Polestar 4 is the fastest production car the brand has developed to date. The 0-100 km/h sprint can be completed in just 3.8 seconds and maximum power output is 400 kW (544 hp). Motors are of a permanent magnet, synchronous design. Driving dynamics are true to the Polestar brand - sharp steering and handling responses result in a thrilling and nimble driving experience for all occupants.

Both dual- and single-motor variants are available, with the single-motor featuring rear-wheel drive. Despite the high output and performance, control and confidence are always key factors to produce a responsible, everyday-enjoyable EV experience. Semi-active suspension features in the dual-motor version for an additional layer of adjustment between comfort and performance dynamic:

A 100 kWh battery is fitted to both long-range versions. The Long range Dual motor features 400 kW (544 hp), 686 Nm and a preliminary range target of up to 580 km WLTP. A disconnect clutch allows the car to disengage the front electric motor when not needed, to maximize range and efficiency

The Long range Single motor version features a 200 kW (272 hp) and 343 Nm motor at the rear, and preliminary range target of up to 610 km WLTP.

With an indicative price range of \$60,000 to \$80,000 for the North American market, Polestar 4 will aim to offer driving dynamics and minimalist style to a larger market segment.

Polestar 5

Polestar currently plans to launch the Polestar 5 in 2025. Polestar 5 will be a luxurious 4 door grand tourer that most closely follows inspiration from the Precept which was announced in October 2020 at the Shanghai Motor Show. With an indicative price starting at \$100,000 for the North American market, the vehicle will introduce new in-house aluminum body and chassis and powertrain architectures.

Polestar expects that Polestar 5 will be manufactured at a new state-of-the-art plant in China, built by Geely and to be operated by Polestar. The plant will meet a high standard of sustainability, aiming for LEED Gold accreditation.

The design of the Polestar 5's interior is defined by sustainability and offered an opportunity to work with new materials and processes. Similarly, the design seeks to capitalize on the evolution of the Human Machine Interface ("HMI") based on Polestar 3 interactions and Google Android Automotive to deliver an enhanced customer experience.

Sustainable new interior materials balance modern high-tech luxury with reduced environmental impact. These sustainable materials include recycled PET bottles, reclaimed fishing nets and recycled cork vinyl. A flax-based composite developed by external partner Bcomp Ltd is featured in many interior and some exterior parts. Polestar's ambition is to bring much of this sustainability into production.

The next generation infotainment system HMI, powered by Android, builds on Polestar's close collaboration with Google. An enlarged, portrait-oriented 15-inch center touch screen complements a 12.5-inch driver display, and the two are linked by an illuminated blade that encompasses the entire interior. In this execution, the unique Polestar emblem floats holographically inside a solid piece of Swedish crystal between the rear seat headrests

Supporting the advancement of a personalized and dynamic digital interface, the instrument panel also hosts an array of smart sensors. Eye tracking will allow the car to monitor the driver's gaze and adjust the content of the various screens accordingly. Proximity sensors also enhance the usability of the center display when driving.

The sculpted form of the Polestar 5 will set the tone for future Polestar vehicles. The vehicle's proportions define its presence with restrained surfacing and a focus on aerodynamic efficiency.

The front grille is replaced by the Polestar SmartZone, representing a shift from breathing to seeing. An area which once channeled air to radiators and the internal combustion engine now houses technology for safety sensors and driver assistance functions. Two radar sensors and a high-definition camera are located behind a transparent panel. In addition, a LiDAR sensor, mounted atop the glass roof, is given optimal visibility as a next step towards increased driving assistance. The Thor's Hammer LED headlight signature evolves with separated elements, taking on a dynamic and brand-defining interpretation.

Polestar 5 features an integrated front wing above the SmartZone which accelerates air flow over the long bonnet. This allows air to attach itself to the surface earlier, which improves laminar flow and aerodynamic efficiency and thus improves the vehicle's performance and range. At the rear, the wide light-blade spans the entire width of the car, extending into vertical aero-wings – another aerodynamic feature and a nod to light weight design.

Polestar 6

The Polestar 6, with production expected to commence in early 2027, will expand upon the design established by the Polestar 5 and be based on the Polestar electric roadster concept. Polestar made the first 500 production cars available as the exclusive, numbered Polestar 6 LA Concept edition. With an indicative price starting at \$200,000 for the North American market, all 500 build slots of Polestar 6 LA Concept edition were reserved online within a week of the production announcement.

Show cars, concept cars and vision statements

Periodically Polestar will use concept cars and other models and devices to further outline the future vision of Polestar. Concept cars are not associated with Polestar's series production cycle plan (or business plan) but give the brand the opportunity to share new ideas and visuals to both gauge consumer opinion and provide insight. Such vehicles or devices are imperative in a sector such as automotive that has lengthy product development cycles. Concept cars are also a tool to engage wider stakeholders, from press to investors to generate interest, conversation and provide a halo across the brand.

On March 2, 2022, Polestar revealed the Polestar electric roadster concept, a new concept car to demonstrate Polestar's vision of a sports roadster with open-top performance—with all the benefits of electric mobility. The Polestar electric roadster concept car is related to the Polestar Pecept concept car but with its won distinct character. The look of the Polestar electric roadster concept shows how Polestar's evolving design language can be adapted to different body styles with a strong family resemblance. The concept leverages a modified version of the bonded aluminum unibody that is planned to underpin Polestar's and further reinforces the importance of in-house research and development capabilities. Sustainability is another core tenet of the design study with a mono-material interior further illustrating how the brand is looking to drive progress through innovative materials manufacturing processes.

Polestar 0 project

In April 2021, Polestar announced its important goal to create a truly climate neutral car by 2030 a significant and necessary step to reach its goal of becoming a climate neutral company by 2040.

Today, an electric car manufactured and charged on the current global electricity infrastructure mix has a smaller carbon footprint than an internal combustion engine car through its useful life. However, Polestar has set a target of producing a car by 2030 that is truly a climate neutral production car when it rolls out of Polestar's factories' gates. A number of third parties including Vitesco Technologies and Stora Enso, have agreed to collaborate on the Polestar 0 project by contributing to research in a reas such as bio-based materials, chemical and aluminum processes, electronics and interior surface materials As a company. Polestar cannot directly control how its cars are charged or how they are disposed of after their use phase has ended. Polestar can control what happens before the car is handed over to the customer: the carbon footprint of the materials production, battery module and manufacturing process.

Design, Innovation and Sustainability

Design

Design is at the core of Polestar. Polestar is a Scandinavian brand with pure, minimalist design. Polestar's design is progressive and defines the avant-garde of the electric and sustainable age. Polestar celebrates technology in its creations and innovation is its driving force. Performance is not only a capability of Polestar's products but the mindset of Polestar's whole company. Polestar's vehicles have been widely recognized for their outstanding design and performance credentials and Polestar 1 and Polestar 1 and Polestar 2 have each received numerous awards, including, among others, High-performance Luxury GT Coupe of the Year and Luxury High-Performance Electric Vehicle of the Year for Polestar Land Car of the Year titles in Norway, Switzerland, Germany (Luxury), China (Green Car), Germany's Golden Steering wheel as well as the Edie Sustainability Leader award for Polestar 2. Polestar 4 has won several awards for its design, including the prestigious Car Design of the Year award by Car Design News.

Polestar believes that its designs reflect the central tenants of Scandinavian design, with a focus on luxury minimalism and an emphasis on responsible material choices and such as the use of recycled and naturally grown materials. Innovation

Polestar's research and development strategy is to focus its own resources on the development of key electric vehicle technologies while accessing the benefit of investments in other technology from within the larger Geely ecosystem, including Volvo Cars and with external partners. Polestar also accesses and utilizes battery labs, wind tunnels, VR simulations and testing, proving grounds both in the UK and in Sweden.

Polestar's research and development teams are located in the United Kingdom, Sweden and China. Polestar's headquarters and research and development team is located in Gothenburg and is focused on a wide variety of areas, including electrical propulsion, sustainability, lightweight material designs, software, and more. In the United Kingdom, Polestar's research and development team is located in the Mira Technology Park in Coventry. This location benefits from good access to engineering talent, proving grounds, wind tunnels and workshops. Polestar's engineering focus in the United Kingdom is chassis and dynamics, aluminum bonding and architecture and sports car design. Located in Shanghai, Polestar's China-based research and development team focuses on the development of bespoke features for the Chinese market.

Sustainability

Polestar has a philosophy to design towards zero, actively using Scandinavian minimalist design to engage customers and minimize Polestar's environmental impact. Polestar seeks to achieve its clear sustainability goals by establishing concrete targets focusing on four pillars of its sustainability approach:

Climate Neutrality: Combating the emission of greenhouse gases is one of the top priorities of Polestar. Most greenhouse gas emissions associated with its vehicles are related to the use of fossil fuels in energy conversion. Coal power is highly present in Polestar's supply chains as it operates, and predominantly sources, in China. Aside from greenhouse gas emissions, the burning of fossil fuels also leads to emissions of sulfur dioxide, nitrogen oxides and particulates that affect the environment and the health of people living in the local areas surrounding the power plants. The use of renewable energy in the Polestar supply chain is absolutely key for it to reach climate neutrality and improve local air quality. Polestar has set three goals to achieve climate neutrality: Polestar is to be climate neutral by 2040, create a climate neutral car (cradle-to-gate) by 2030 and halve the emission intensity per car sold by 2030. To drive towards the 2030 goal, Polestar has launched seven strategic initiatives. These are: climate-neutral platform, climate-neutral logistics, fossil-free



charging, and climate-neutral company. Each strategic initiative is headed by an accountable department but handled through cross-functional collaboration within Polestar. For the Polestar 2 long-range dual-motor variant, the cradle to gate carbon footprint was 26.2 tons CO2e per vehicle in 2020, which by model year 2024 has been decreased to 23.2 tons CO2e per vehicle. In November 2023, the premium SUV coupé, Polestar 4, entered production. This model achieves a cradle-to-gate carbon footprint of only 19.4 tons CO2e, model with the lowest carbon footprint in the Polestar Polestar's dedication to prioritizing climate impact while delivering high-quality electric performance. Most of the climate impact of Polestar's cars comes from three categories of materials: aluminum, batteries and steel. Together they account for 69% of the greenhouse gas emissions attributable to materials production and battery modules. Add electronies and polymers and the total is 87%. While a lot of focus naturally will be on those categories, the goal is to reduce all greenhouse gas emissions by at least 90% per car by 2040 and neutralize the residual greenhouse gas emissions through carbon removals.

- <u>Circularity</u>: Circularity is a model to ensure that we, as a society, produce and consume within planetary boundaries. The use of materials is at the root of Polestar's biggest social and environmental impacts. The extraction, processing, use and waste treatment of materials is associated with risks and potential negative impacts such as resource depletion, pollution to air, soil and water, climate impact, loss of biodiversity and human rights violations. Pollution to air, soil and water from metallurgical processes and mining activities also affect the health of people working in the supply chain and their local environments. By using a circular design approach, trying to close the loop for more materials and using an increased share of recycled or biobased materials, less virgin minerals and for such as resources, including sustainability strategy, sourcing strategy, procurement process. Through its procurement practices Polestar aims to minimize the negative impact to na land and water through reduced greenhouse gas emissions, pollution, waste and effluents throughout its supply chain. Polestar uses life-cycle assessments as its primary tool for assessing environmental impact from material selection and waste management.
- <u>Transparency</u>: Being transparent about where Polestar's risks and impacts lie and which methodologies Polestar uses to measure itself ensures that Polestar creates actual progress. Polestar was the first car company to share both a LCA and the methodology behind the calculation for Polestar 2, in order to provide transparency to its customers as to the true impact of their purchase. Polestar will continue to calculate and share a LCA along with an ever more detailed Sustainability Declaration for each model it produces moving forward and urge the entire industry to adopt a transparent approach to help build consumer understanding and trust.

Polestar is constantly looking to be honest with itself and its stakeholders and improve. For example, Polestar recognizes it uses materials with high risks of human rights and animal welfare violations, and negative environmental impacts in the supply chain to create its vehicles. Cobalt, for example, is a key component of the batteries used in electric vehicles that is primarily mined in the Democratic Republic of Congo, where it has been very difficult to trace the origin of minerals because of its complex supply chain and lack of reliable chain of custody methods. Polestar requires its suppliers to implement responsible sourcing practices to mitigate the risk of human rights violations. Polestar partners with a traceability-as-aervice provider, Circulor, to employ blockchain technology to trace the origins of the cobalt and mica used in Polestar 2 batteries. The traceability service tracks origin, mass, size, and chain of custody. For Polestar 3 batteries cobalt, mica, lithium and nickel have been added to the list of traceab materials. A solution for materials traceability for batteries in Polestar 4 is underway. Additionally, Polestar and components sourcing partnership with Geely and Volvo Cars in which suppliers are analyzed using sustainability questionnaires and a risk assessment tool developed by Responsible Business Alliance.

Inclusion: Polestar's operations impact people worldwide. Through this strategic focus area, Polestar advocates for human rights, diversity, and prosperity for everyone, which is seen as the foundation for long-term business success. Inclusion is both a focus area and an approach that is implemented across the entire value chain. It serves as a valuable tool, enabling the Company to uphold high ethical standards and make a positive impact on the world. Departments like Human Resources, Customer Experience, Design and Procurement drive strategic initiatives on human rights and inclusion, addressing Polestar's role as a responsible brand, employer and procurer.

All employees and consultants working on behalf of Polestar must adhere to Polestar's Code of Conduct and the applicable policies. Key compliance areas for Polestar include anti-corruption, data privacy, human rights, environmental compliance, and socioeconomic compliance including competition law, labor law and trade sanctions. Polestar encourages a speak-up culture where employees and other stakeholders can ask questions and raise concerns without fear of retaliation. Suspected breach of laws or regulations, or any conduct that is not consistent with Polestar's Code of Conduct, corporate policies or directives can be reported to Polestar's Whistleblowing system SpeakUp with a guaranteed full anonymity.

Sales and Distribution

In 2019, Polestar commenced commercial sales of its vehicles with the Polestar 1, followed in 2020 with the Polestar 2. In addition, following its launch, Polestar began accepting orders for Polestar 3 in October 2022. Polestar uses a digital first, direct to consumer approach that enables its customers to browse Polestar's products, configure their preferred vehicle and, where permitted, place their order online. Currently, customers in North America place orders for Polestar's vehicles through trusted retailers. In addition, Polestar has established physical retail locations referred to as Polestar Spaces. Polestar Spaces range from smaller Polestar showrooms located in urban areas to larger Polestar showrooms located in peri-urban areas. Polestar Spaces allow Polestar's customers to see, feel and test drive Polestar's vehicles. In addition, Polestar has also established handover centers that provide a convenient option for customers to

take delivery of Polestar vehicles, although customers may also choose home delivery in certain markets. As of December 31, 2023, there were 192 Polestar Spaces. In addition, as Polestar continues with its international expansion, it uses third party importers to give it access to lower volume markets, rapidly and with lower investment.

Polestar enters into agreements with independent investors to establish Polestar Spaces. These investors do not carry any inventory of cars for sale, but rather hold demonstration vehicles and provide potential customers the opportunity to see, feel and test drive Polestar vehicles. These investors may, but do not necessarily, have a prior relationship with Volvo Cars. In North America, however, federal or state law may prohibit automobile manufacturers from acting as licensed dealers or to act in the capacity of a dealer, or otherwise restrict a manufacturer's ability to deliver or service vehicles. Accordingly, all of Polestar's sales in North America are conducted through trusted representatives. These representatives are not necessarily associated with Volvo Cars or the Volvo Cars dealer network in North America.

In addition to Polestar and its subsidiaries' direct-to-consumer and direct-to-business models, vehicles are also sold to various fleet customers (e.g., rental car companies and corporate fleet managers). In 2022 Polestar entered into agreements with Hertz Global Holdings, Inc. (NASDAQ: HTZ) whereby Hertz committed to purchase 65,000 or more Polestar vehicles during a 5-year period. The Hertz agreements cover the United States, Canada, Europe, and Australia, and deliveries began in June 2022 and were paused in 2024.

Polestar aims to deliver leading aftermarket services to its customers by leveraging Volvo Cars' global service and repair network. Polestar is cooperating with Volvo Cars to develop their service center network, including the introduction of digital service booking, fault tracing, diagnostics and software download (Over-the-Air and in workshop). Polestar also utilizes the Volvo Cars service center network to supply its customers with a spare parts infrastructure. Polestar currently leverages the Volvo Cars service center network to provide access to 1,150 customer service points worldwide (as of December 31, 2023) in support of Polestar's international operations. Polestar does not have a direct contractual relationship with the operators of its service points. Rather, Polestar relies on operators within the Volvo Cars network who sign, enter into, or amend, existing service contracts with Volvo Cars to add the service of Polestar vehicles to the scope of their dealer agreement.

Polestar's principal operating entity is Polestar Sweden. Polestar Sweden is responsible for and is engaged in the product strategy and development as well as marketing and distribution of Polestar vehicles. Polestar Sweden manages sales globally in conjunction with the local Polestar sales units. Sales on the Chinese domestic market are managed by Polestar Times Technology (Nanjing) Co. Ltd, a joint venture established in 2023 between Polestar Automotive (Singapore) Distribution Ple Ltd and Xingji Meizu. The vehicles sold globally by Polestar Sweden are managed by Polestar Sweden subject to foreign exchange risk with respect to cash transfers within the group, including restrictions on cross border payments imposed by the Chinese government. See Item 3.D "*Risk Factors—Risks Related to Polestar's Business and Industry—Polestar faces risks associated with international operations, including tariffs and unfavorable regulatory, political, tax and labor conditions, which could materially and adversely affects its business, financial condition, subjects Polestar to economic, operational, regulatory and legal risk specific to China."*

Joint venture with Hubei Xingji Meizu Group Co., Ltd

The purpose of the Joint Venture is to develop Xingji Meizu's existing technology platform, "Flyme Auto", into a seamless operating system for Polestar vehicles sold in the mainland of the PRC, including in-car apps, streaming services, and intelligent vehicle software. This is expected to be complemented by mobile and augmented reality devices and customer apps, creating a seamless digital ecosystem. Polestar and Xingji Meizu have agreed that the Joint Venture shall be the sole authorized sales and service entity for Polestar vehicles in the PRC. Polestar has transferred certain commercial assets and approximately 130 of its PRC-based staff to the Joint Venture.

Polestar owns a 49% interest in the Joint Venture with the remaining 51% owned by Xingji Meizu. Following the completion of a CNY 1.5 billion investment by a local PRC investor into the Joint Venture signed in February 2024, Polestar is expected to own approximately 37.64% of the Joint Venture with Xingji Meizu owning approximately 39.18% and the new investor owning approximately 23.18%. Pursuant to the terms of the Shareholders Agreement, Polestar has agreed to contribute \$98 million of initial capital to the Joint Venture, with Xingji Meizu agreeing to contribute \$102 million to the Joint Venture and also to be responsible for arranging further financing as required by the Joint Venture.

Pursuant to the terms of the Business Cooperation Agreement, Polestar is responsible for the development and industrial design of its vehicles with the Joint Venture responsible for the management and sale of Polestar vehicles in the mainland of the PRC. Under the Business Cooperation Agreement, Xingji Meizu is responsible for the definition and development of smart phone products, "augmented reality" glasses and other technology products which may be sold by the Joint Venture, with Polestar being responsible for the industrial design of such products when they carry the Polestar brand. The Joint Venture will be responsible for installing Polestar's operating system into the Polestar vehicles that it sells. Polestar and Xingji Meizu have agreed through the Business Cooperation Agreement that the Joint Venture will be subject to certain minimum purchase requirements with regards to Polestar's vehicles.

Manufacturing

Polestar has the benefit of having access to the global manufacturing footprint of Volvo Cars and Geely with its substantial combined installed production capacity.

Polestar's vehicles are currently mainly manufactured at a plant in Taizhou, China that is owned and operated by Volvo Cars

Polestar has started to expand its contract manufacturing presence to more facilities in China, South Korea and the U.S.

Taizhou facility

Polestar 2 is produced in the Taizhou facility. The facility opened in 2016. The plant is focused on the CMA platform, and also produces Volvo XC40. In October 2021, Geely and Volvo Cars agreed to transfer the Taizhou facility to Volvo Cars. The transfer was effectuated in December 2021 and did not affect production of the Polestar 2 at the facility. In connection with this transfer, the facility has been renamed from "Luqiao" to "Taizhou."

Charleston facility

Polestar 3 will be manufactured in Volvo Cars' Charleston, South Carolina, USA, facility. The facility opened in 2018, and produces Volvo Cars EX90, which share the SPA2 platform with Polestar 3. Production is expected to start in summer 2024 and will be dedicated to the US and part of the European market.

Volvo Cars' Chengdu facility

Polestar 3 is also manufactured in Volvo Cars' Chengdu plant. The facility opened in 2013. The production of Polestar 3 started in early 2024.

Busan facility

Polestar 4 is planned to be partly manufactured in Busan. South Korea, with vehicles produced at this facility expected to be for the US market. The plant is owned by Renault Korea Motors (RKM), which is 35% owned by Geely. Production is expected to start in the second half of 2025.

Hangzhou Bay

Polestar 4 is also being manufactured at the Geely-owned Hangzhou Bay plant, with production having started at the end of 2023 for the Chinese market. and expected to start for the European market in the second half of 2024. The plant is used for several brands of the Geely group, as well as brands outside of the Geely group. The facility opened in 2022.

Chongqing facility

Polestar 5 and 6 are expected to be produced in the Chongqing, China plant owned by Geely and operated by Polestar. Production for Polestar 5 is expected to start in 2025, and in early 2027 for Polestar 6.

Battery suppliers

Polestar has a diversified strategy with respect to the supply of batteries, to reduce supply risk as well as to ensure better flexibility as battery technology continues to develop. Polestar's primary sources of batteries are LG Chem Ltd and Contemporary Amperex Technology Co. Limited with whom Polestar has a long-term supply agreement and the ability to leverage group purchasing power. Polestar has also entered into an agreement with SK-On for the supply of battery cell modules for the forthcoming Polestar 5. Polestar continues to evaluate potential up and coming startups in this area.

Related Party Agreements with Volvo Cars and Geely

Polestar benefits from the technological, engineering and manufacturing capabilities of Volvo Cars and Geely. These relationships give it access to the developed technology, IT, logistic channels, manufacturing capacity and distribution networks established by Polestar's from the technological, engineering and manufacturing capabilities of Volvo Cars and Geely. These relationships give it access to the developed technology, IT, logistic channels, manufacturing capacity and distribution networks established by Polestar's from third parties are made on an arms-length basis. Accordingly, Polestar has entered into a number of contractual arrangements with Volvo Cars and Geely to obtain support and various services in connection with its business. Polestar's agreements with its partners are made on an arms-length basis and it assesses any agreement with related parties on the same basis as an agreement with related parties substantial benefit from access to its partner's resources and expertise, Polestar is free to seek technology, manufacturing and other services from third parties based solely on the needs of its business. Polestar's material transactions with related parties are subject to approval by its Board of Directors or other relevant persons in conformity with its related party transactions policy. Polestar has also established a number of steering committees to monitor compliance and performance of its agreements related to development, manufacturing, or service or other services to relation and information in relation to materially significant related party transactions during the years ended December 31, 2023, 2022 and 2010, see *Note 27 - Related party transactions—Related Party Transactions.*³

Polestar's agreements with Volvo Cars cover research and development services, intellectual property licenses, purchasing, manufacturing engineering and logistics engineering and manufacturing with respect to the Polestar 1, Polestar 2 and Polestar 3. Polestar has also entered into a design services agreement with Volvo Cars with respect to Polestar 4 and Polestar 5 and entered into development agreements and licensing agreements with Geely with respect to Polestar 4 during 2021. In addition, Polestar has entered into agreements with Volvo Cars for the supply of parts as well as customer service and support agreements, agreements for the supply of general corporate services, IT support agreements, agreements of the supply of general corporate services, IT support agreement, customs clearance and operations agreement, although it contracts directly with transporters as well. For additional information in relation to materially significant related party transactions, see the section entitled Item 7.B "Major Shareholders and Related Party Transactions—Related Party Transactions."

Research and development services and intellectual property licenses

Polestar has entered into a number of agreements and licensing agreements with Volvo Cars and/or Geely with respect to research and development services and licensing of intellectual property in connection with the development and manufacture of the Polestar 1, Polestar 2, Polestar 3, Polestar 4, Polestar 6, These agreements provide Polestar will pay a fixed fee based on Polestar's volume share of Volvo Car Corporation's actual development cost: a calculated based on actual cost and an arm's length hourly rate. For the Polestar 3, Polestar 4, Polestar 5, volume share of Volvo Cars and/or Geely with respect to research and development cost: a calculated based on actual cost and an arm's length hourly rate. For the Polestar 3, Polestar 4, Polestar 5, volume share of the development costs. Polestar has also entered into agreements providing for services and a license relating to certain technology such as for technology updates and new features to be introduced in Polestar's model year programs for the Polestar 2. During the life-time of the Polestar 2, there are several model years planned. These agreements. Polestar also entered into licensing agreements rol Volvo Cars also provides certain development services to Polestar 2 that will be developed, assigned or license dby Volvo Cars also provides certain development services to Polestar 4 between late 2021 and early 2022.

Purchasing Agreements

Polestar has entered into several sourcing service agreements and maintenance agreements with Volvo Cars in connection with the Polestar 1, Polestar 2 and Polestar 3. The sourcing service agreements provide for sourcing of direct procurement of materials from third party suppliers as well as indirect procurement of services and other supplies. Services provided by Volvo Cars for such procurement are charged at an hourly rate established annually and billed monthly. Furthermore, direct costs incurred by Volvo Cars are reimbursed by Polestar.

Manufacturing engineering and logistics engineering

Polestar has entered into manufacturing engineering service agreements with Volvo Cars in connection with the production of Polestar 2 and Polestar 3. These agreements provide that Volvo Cars will provide industrial engineering services and manufacturing services with respect to the Polestar 2 and Polestar 3 vehicle programs. Polestar has also entered into a logistical engineering service agreement with Volvo Cars, under which Volvo Cars will provide support in connection with the development and set-up of an inbound and outbound logistic process connected to the plants.

Manufacturing

For the manufacturing of Polestar 2, Polestar has entered into contract manufacturing agreements with the Taizhou (or "Taizhou") plant, which is owned and operated by Volvo Cars. Further, Polestar has entered into financial undertaking agreements with Volvo Cars for investments for Polestar 3 production in a Volvo Cars plant in Chengdu, China as well as at a plant in Charleston, South Carolina. Production in Volvo Cars' facility in Chengdu, China, started in the beginning of 2024. Additional manufacturing at Volvo Cars' Charleston, South Carolina facility in the United States, is expected to follow in summer 2024.

Other Agreements

In addition, Polestar has entered into several agreements regarding outbound logistics according to which Volvo Cars support with supply chain related services for the supply of Polestar vehicles. Polestar has also entered into agreements regarding quality services. Polestar has also entered into commercial, administrative and product creation software license agreements that license IT applications and IT services connected to administration, commercial, research and development and purchasing for use by Polestar globally.

Charging Network

Polestar believes that proprietary charging networks do not encourage customer adoption. Accordingly, Polestar intends to seek to build partnerships with open charging infrastructure providers. Polestar will use aggregators to help simplify the charging and payment experience for its customers, leveraging technology such as in car apps.

Polestar provides regional coverage and preferential pricing through regional strategic partnership with the largest charging network providers. Polestar provides its customers with access to an extended regional charging network using Plugsurfing aggregated CPO network in Europe. Additionally, Polestar provides access to over 650,000 public charging points in Europe via the Polestar Charge App, and has launched a public charging subscription in February 2024, providing preferential prices to Polestar subscribers at selected networks. In March 2024, Polestar, together with Plugsurfing, integrated Tesla Superchargers into Polestar Charge. Additionally, Polestar has announced in 2023 that it will adopt Tesla's NACS charging standard in North America. In China, Polestar, through the Joint Venture, is building its own charging network and provides access to other public charging networks as well as the Tesla Supercharging network and provides access to other public charging networks as well as the Tesla Supercharging network and provides access to other public charging networks as well as the Tesla Supercharging network and provides access to other public charging networks as well as the Tesla Supercharging network and provides access to other public charging networks as well as the Tesla Supercharging network and provides access to other public charging networks as well as the Tesla Supercharging network and provides access to other public charging networks as well as the Tesla Supercharging network and provides access to other public charging networks as well as the Tesla Supercharging testandardin North America.

Competition

Polestar faces competition from both traditional automotive manufacturers and an increasing number of new companies focused on electric and other alternative fuel vehicles. Polestar expects this competition to increase, particularly as the transportation sector continues to shift towards low-emission, zero-emission or carbon neutral solutions. In addition, numerous manufacturers offer hybrid vehicles, including plug-in versions, with which Polestar's vehicles also compete.

Polestar believes that the primary competitive factors on which it competes includes, but is not limited to, its focus on design and sustainability, and its proprietary and co-developed technological innovations. Polestar has a start-up culture and a scalable asset-light business model that it believes generates significant competitive advantage. However, many of its current and potential competitors may have substantially greater financial, technical, manufacturing, marketing and other resources than Polestar or my have greater name recognition and longer operating histories than Polestar does (see also Item 3.D "*Risk Factors—Risks Related to the Polestar's Business and Industry—Polestar operates in an intensely competitive market, which is generally cyclical and volatile. Should Polestar not be able to compete effectively against its competitors then it is likely to lose market share, which could have a material and*

adverse effect on the business, financial condition, results of operations and prospects of Polestar."). Polestar believes it can further differentiate itself from its competitors with its brand pillars of pure, progressive, performance alongside its established global presence and ability to leverage an established production ecosystem due to its relationships with its founding partners.

On a global basis, Polestar's principal premium competitors are Audi, BMW, Mercedes and Tesla, as well as luxury vehicle manufacturers such as Rolls Royce and Bugatti. Porsche is one of Polestar's core competitor brands from a driving experience and performance perspective. As one of the world's most renowned makers of "driver's cars", Porsche represents a strategic benchmark for Polestar in an exclusive brand segment. Although previously a manufacturer of solely internal combustion engine cars, Porsche has launched the Taycan and, more recently, the Macan electric vehicles which bring the brand's renowned dynamic experience to electric vehicles. The recently launched electric Macan is considered a key competitor to Polestar 4. Porsche is also a benchmark brand for future Polestar 4, respectively. In terms of gize and segments. In terms of pure EV peers, Tesla Model 3 was often seen as a principal competitor to Polestar 2. Model X and Model Y have become more relevant with the launches of Polestar 4, respectively. Other competition within the electric vehicles egment of the market, includes other pure play electric vehicles.

Intellectual Property

Research and development, conducted with strategic partners such as Volvo Cars, are one of Polestar's core competencies and Polestar's developments in areas such as lightweight chassis architectures, drivetrains, electric motors, bidirectional compatible battery packs and charging technology significantly enhance the flexibility and utility of its vehicles. In addition, Polestar has created considerable intellectual property related to its design of both the interior and exterior of its vehicles, including various components such as wheel rims and lights. Accordingly, Polestar's commercial success depends in part on its ability to protect and control its proprietary design, technology and other intellectual property assets. Polestar relies on a combination of intellectual property rights, such as patents, design and trademark registrations, to protect and preserve its proprietary technology and intellectual property assets. In addition, Polestar enters into employee, contractor, consultant and third-party non-disclosure and invention assignment agreements and other contractual arrangements to protect its proprietary technology and intellectual property assets.

As of December 31, 2023, Polestar owned 123 issued U.S. patents and 104, 73, and 228 issued patents in Europe, China and other jurisdictions (including European Patent Organisation ("EPO") validation states and UK), respectively. Those patents are related to Polestar's core proprietary technology. In addition, Polestar had 39 pending U.S. patent applications and 69, 33, and 23 pending patent applications in the EPO, China and other jurisdictions, respectively. In addition to patents overing Polestar's core proprietary technology, Polestar had 31 pending U.S. design patent applications, plus 122, 309 and 71 issued design or industrial design patents issued in other jurisdictions. Another 48 and 62 design applications were pending in the EU (EU filings, including UK filings) and China, respectively, and there were 4 pending design applications in other jurisdictions. As of December 31, 2023, Polestar owned 17 registered U.S. trademarks, 6 pending U.S. trademark applications, as well as 33 and 19 registered trademarks in the EU (incl UK) and China, respectively.

Regardless of the coverage Polestar seeks under its existing patient with anter applications, there is always a risk that alterations from Polestar's products or processes may provide sufficient basis for a competitor to avoid infringement claims. In addition, the coverage claimed in a patent application can be significantly altered before a patent is issued and courts can reinterpret patent scope after issuance. Many jurisdictions, including the United States, permit third parties to challenge issued patents in administrative proceedings, which may result in further narrowing or even cancellation of patent claims. Polestar cannot provide any assurance that any patents will be issued from its pending or any future applications or that any current or future issued patents will adequately protect its intellectual property. For this and other risks related to Polestar's proprietary technology, inventions and improvements, please see Item 3.D "*Risk Factors—Risks Related to Intellectual Property*."

Progressive designs force Polestar to innovate and develop new technologies, technologies that in turn can improve customer experience or improve vehicle and sustainability performance. New technologies, not least connectivity and autonomous drive, will create additional intellectual property. Polestar also engages in the future markets. As Polestar develops its technology, it will continue to build its intellectual property portfolio, including by pursuing patent and other intellectual property protection strategy.

Polestar's commercial success will also depend in part on not infringing, misappropriating or otherwise violating the intellectual or proprietary rights of third parties. The issuance of third-party patents could require Polestar to alter its development or commercial strategies, change its products or processes, obtain licenses to additional third-party patents or other intellectual property or cease certain activities. Polestar's breach of any license agreements or failure to obtain a license to proprietary rights that it may require to develop or commercialize its future products or technologies may have an adverse impact on Polestar. See Item 3.D "*Risk Factors—Risks Related to Intellectual Property*" for additional information regarding these and other risks related to Polestar's intellectual property portfolio and their potential effect on Polestar.

In addition to Polestar's proprietary technology and intellectual property assets, it has also acquired, licensed or sub-licensed material portions of the intellectual property that is relevant to its products from Volvo Cars, Geely and Zhejiang Zeekr Automobile Research and Development Co., Ltd. For example, it has acquired intellectual property with respect to fully electrical platform technology, motor vehicle drive units with electric vehicle motors, motor assemblies for operating electric powertrains, and structures specifically designed to protect electric vehicle components, and intellectual property relating to infotainment and connectivity. Polestar has also entered into agreements providing for a license relating to certain technology and features to be introduced in its model year programs.

Regulation

Polestar's products are designed to comply with all applicable regulations in the markets where it operates. As of December 31, 2023, Polestar operates in 27 markets in Europe, the Middle-East, North America, China and Asia Pacific. Polestar's expansion plans include further building its presence in fast growing markets in the Asia Pacific region as well as the Middle East. As Polestar expands its international presence, it will continue to take action to support that its vehicle design and sales comply with all regulations for each market it enters. Currently, the regulatory regimes material to Polestar's business are those established by the United Nations Economic Commission for Europe, the European Union, the United States and China. These regulations are monitored by Polestar's product certification team, supported by Volvo Cars and other external suppliers, to ensure that the internal design requirements reflect the applicable requirements for each product, market, and time frame.

Polestar believes that the following regulations are material to its business:

UNECE

EU

the World Forum for Harmonization of Vehicle Regulations of the United Nations Economic Commission for Europe (the "UNECE") has been working towards international harmonization of the technical prescriptions for the construction and approval of wheeled vehicles since 1947. The UNECE has developed certain international rules and regulations in the area of safety, environment, range and energy consumption under the 1958 Agreement concerning the adoption of uniform technical prescriptions for wheeled vehicles, equipment and parts and the conditions for reciprocal recognition of those regulations. Regulations promulgated in accordance with the 1958 Agreement have been adopted in approximately 60 jurisdictions including the EU. The UNECE also adopted similar global technical regulations under the 1998 Agreement of which the United States, the EU, China, and Japan are parties and 21 global technical regulations.

Manufacturers of passenger vehicles in the EU that wish to benefit from the Single Market are required to comply with EU Regulation 2018/858 (the Whole Vehicle Type Approval), which requires that vehicles that are put on the market within the EU must first be type-approved to ensure that they meet all relevant environmental, safety and security standards. A vehicle that has been type-approved in one EU member state can thereafter be sold and registered in all member states without further tests. Polestar's vehicles are type approved and fulfill applicable underlying regulations and directives.

Polestar is required to obtain permits and licenses under the United States laws, regulations, and standards. Violations of these laws, regulations or permits and licenses may result in substantial civil and criminal fines, penalties and possibly orders to cease the violating operations or to conduct or pay for corrective works. In some instances, violations may also result in the suspension or revocation of permits and licenses.

The United States is a self-certification market when it comes to safety compliance. Accordingly, Polestar is required to fully comply with relevant regulations for every vehicle that is put on the market, but no formal approval is granted by the NHTSA. The National Traffic and Motor Vehicle Safety Act of 1966 requires cars and equipment sold in the United States to fulfill safety standards that are continuously updated to meet new technologies and needs. Polestar's vehicles fulfill the applicable product requirements stipulated by the NHTSA and the EPA on a federal level, and similarly the CARB who is a major regulator on the state level.

China

The regulatory system in China applies type approval for Polestar's vehicles under three regulatory bodies:

- · Ministry of Industry and Information Technology ("MIIT")-regulates the approval to manufacture vehicles;
- State Administration for Market Regulation ("SAMR")-regulates vehicle safety; and
- · Ministry of Ecology and Environment ("MEP")-regulates range and energy efficiency.

The Chinese government has also enacted a number of macro policies that govern the automobile industry in China. In particular, the Provisions on the Administration of Investments into the Automobile Industry adopted by the National Development and Reform Commission on January 10, 2019, stated that, while the production of traditional gas fuel vehicles should be strictly controlled, the development of new energy vehicles should also be subject to strict scrutiny and the establishment of low-level manufacturing companies should also be subject to strict scrutiny and the establishment of low-level manufacturing companies should be avoided. Additionally, considering the current large volumes of new energy vehicles in China, MIIT is also starting to strictly control contract manufacturing of new energy vehicles in PRC. As of result of such control, MIIT has possibilities not to approve car model homologation for contract

Further, in order to be able to operate in China, Polestar and its subsidiaries are subject to permission requirements from the following regulatory bodies:

- SAMR;
- MEP; and
- General Administration of Customs

Polestar and its subsidiaries have received all requisite permissions to operate in China and have not been denied any permissions in the past. These permissions include the following:

- · Business License;
- · Pollutants Discharge Permit; and

· Customs Declaration Registration Certificate or Customs Declaration Enterprise Record Receipt

See Item 3.D "Risk Factors—Risks Related to Polestar's Business and Industry—Polestar and its subsidiaries (i) may not receive or maintain permissions or approvals from the CAC or other relevant authorities to operate in China, (ii) may inadvertently conclude that such permissions or approvals are not required or (iii) may be required to obtain new permissions or approvals in the future due to changes in applicable laws, regulations, or interpretations related thereto" for more information regarding risks associated with Polestar's and its subsidiaries' operations in China.

Focused regulatory areas

Some regulatory areas are rapidly changing within all the above-mentioned regulatory frameworks. The ones listed below are of key importance to Polestars products moving forward.

- Cyber security and privacy
- Electric vehicle safety
- Autonomous drive

In some of the relevant markets new requirements are enforced as guidelines and policies rather than regulations. Polestar's ambition is always to meet relevant requirements for each product, market, and time frame.

Cyber security and privacy

Cybersecurity and cybersecurity management systems are being regulated in many markets to enhance data security protection measures and to minimize the risks associated with cyber threats

Data privacy and data protection laws in the markets where Polestar operates influence Polestar's abilities to collect and use personal information. For most markets, Polestar's connected vehicle services, as well as its sales and marketing activities, are subject to European laws, including the EU General Data Protection Regulation 2016/679 (GDPR), in addition to applicable national law in each market, which impose requirements on processing of personal information. Following general guidance from the European Data Protection Board, much of the data in the context of connected vehicles may be viewed as personal data and therefore subject to the EU GDPR. In the US, Polestar needs to comply with the California Consumer Privacy Act (CCPA) and similar state-level comprehensive privacy laws which enter into force starting from 2023 in e.g. Virginia, Colorado and other states.

Violations of data privacy and data protection laws may result in consequences such as substantial fines, damages, ceasing with the infringing activity and deletion of erroneously collected information.

In China, several pieces of legislation have been adopted in recent years, applicable in part or in full to Polestar's operations in China. These include the Data Security Law and the Personal Information Protection Law, which entered into force in 2021. Both laws impose requirements on data activities or personal information processing activities, including security reviews and specific requirements on activities on data regarding Chinese persons carried out outside of China. The Several Measures on the Automobile Data Security Management (for Trial Implementation) from the CAC, which entered into force in October 2021, imposes requirements on processing of personal information and important data during the process of designing, manufacturing, selling, manitaning automobiles within the territory of China. The severation set of selfically requires the operators to store certain personal information and important data within the territory of China, or in case overseas transfers are necessary, to go through the data export security assessment organized by the CAC in accordance with such laws.

The Cybersecurity Review Measures from the CAC, which came into effect in February 2022, requires data processors in China who hold more than one million users' personal information and plan to list on a stock exchange in a foreign country to apply for a cybersecurity review. It also gives the CAC the power to initiate cybersecurity review in certain situations.

The Cross-border Data Transfer Security Measures (the "Security Assessment Measures") from the CAC, effective from September 2022, requires security assessment for data being exported. Data handlers must submit application materials to the CAC offices at the provincial level for the security assessment within a six-month "rectification period".

In addition to the legislative requirements to protect personal data, Polestar operations are subject to various regulations concerning cybersecurity in general. In Europe, the NIS 2 directive and corresponding national legislation require Polestar to maintain a cybersecurity management system ensuring that Polestar's data and digital assets are protected against cyber-attacks. This includes for example operational aspects such as Vulnerability and Network Protection Management, Security Incident Management as well as steering and reporting functions such as Cyber-Risk Management and Reporting to the Management and the Board.

SOX Standards toward the Security and Integrity of Financial and operational data apply to Polestars systems and operations. These regulations include Protection of relevant Systems and Data, detailed Incident Detection and Reaction mechanisms and plans as well as performant risk management including Reporting to Management and Board.

The Industry and Information Technology Field Data Security Administrative Measures (for Trial Implementation) promulgated by the Ministry of Industry and Information Technology of China, which became effective on January 1, 2023, regulate the data processing activities of certain industrial and technology businesses operating in the PRC. Data handlers that fall within this legislation are required to take certain steps to classify, appropriately process and protect the subject data, as well as to submit a catalog of important and core data to the local industrial regulatory department. As Polestar is not a registered manufacturer in the PRC believes the legal obligations arising from this legislation will primarily sit with its contract manufacturing partners. However, Polestar may nonetheless be negatively impacted should its contract manufacturing partners not meet their obligations.

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Electric vehicle safety

Upcoming Safety Regulations include requirements concerning driver drowsiness and distraction, intelligent speed assistance, reversing safely with the aid of cameras or sensors, data recording in case of an accident (black box), lanekeeping assistance, advanced emergency braking, and crash-test improved safety. Specifically for battery electric vehicles there are requirements for vehicle-mounted rechargeable electrical energy storage systems, operation safety and fault protection and protection against electric shock, on both component and vehicle level.

AD/ADAS Regulations

Polestar equips its vehicles with certain advanced driver assistance features. Generally, laws pertaining to driver assistance features and self-driving vehicles are evolving globally and, in some cases, may create restrictions on advanced driver assistance or self-driving features that Polestar may develop.

Sustainability and Environmental Regulations

Polestar operates in an industry that is subject to extensive sustainability-related regulations, which become more stringent over time. The laws and regulations to which Polestar is or may become subject govern, among other things, traceability, modern slavery and forced labor water use; air emissions; use of recycled materials; energy sources; the release, storage, handling, treatment, transportation and disposal of, and exposure to, hazardous materials; the protection of the environment, natural resources and endangered species; responsible mineral sourcing; due diligence transparency and the remediation of environmental contamination. Compliance with such laws and regulations at an international, regional, national, state, provincial and local level is and will be an important aspect of Polestar's ability to continue its operations.

Many countries have announced a requirement for the sale of zero-emission vehicles only within proscribed timeframes, some as early as 2035, and Polestar as an electric vehicle manufacturer is already in a position to comply with these requirements across its entire coming product portfolio as it expands.

Emissions Credits

All manufacturers are required to comply with the applicable emission regulations in each jurisdiction in which they operate. Furthermore, since Polestar's electric vehicles have zero tailpipe emissions, it earns emission grams or credits that may be sold to and used by other manufacturers.

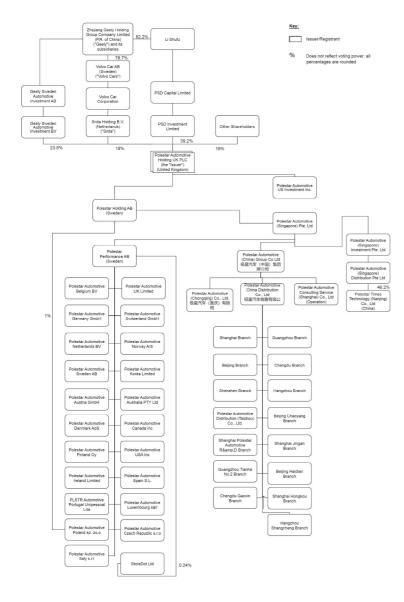
Polestar aims to follow the development and opportunities connected to emission regulations in all geographic regions in which it operates. The ability to earn excess emission grams or credits are dependent on each jurisdictions' regulations and the opportunity to get compensated by others depends on the demand from other manufacturers.

Recall activities

If Polestar vehicles need to be recalled or updated due to quality issues or not fulfilling applicable legal requirements in a market, decisions will be taken according to delegation of authority within Polestar. Reporting to authorities according to local requirements applies.

C. Organizational Structure

The following diagram depicts the organizational structure of the Company as of the date of this Report.



The significant subsidiaries of the Company as of the date of this Report are listed below.

Legal Name	Jurisdiction of Incorporation	Proportion of Ordinary Shares Held by the Company
Polestar Holding AB	Sweden	100%
Polestar Automotive (Singapore) Pte. Ltd.	Singapore	100%
Polestar Performance AB	Sweden	100%
Polestar Automotive Canada Inc.	Alberta, Canada	100%
Polestar Automotive USA Inc	Delaware, USA	100%
Polestar Automotive US Investment Inc.	Delaware, USA	100%
Polestar Automotive Belgium BV	Belgium	100%
Polestar Automotive Germany GmbH	Germany	100%
Polestar Automotive Netherlands BV	Netherlands	100%
Polestar Automotive Sweden AB	Sweden	100%
Polestar Automotive Austria GmbH	Austria	100%
Polestar Automotive Denmark ApS	Denmark	100%
Polestar Automotive Finland Oy	Finland	100%
Polestar Automotive Switzerland GmbH	Switzerland	100%
Polestar Automotive Norway A/S	Norway	100%
Polestar Automotive Korea Limited	South Korea	100%
Polestar Automotive Australia PTY Ltd	Australia	100%
Polestar Automotive (Singapore) Distribution Pte. Ltd.	Singapore	100%
Polestar Automotive Ireland Limited	Republic Ireland	100%
PLSTR Automotive Portugal Unipessoal Lda	Portugal	100%
Polestar Automotive Poland sp. zo. o	Poland	100%
Polestar Automotive UK Limited	United Kingdom	100%
Polestar Automotive Spain S.L	Spain	100%
Polestar Automotive Luxembourg SARL	Luxembourg	100%
Polestar Automotive Czech Republic s.r.o	Czech Republic	100%
Polestar Automotive Italy s.r.l	Italy	100%
Polestar Automotive (China) Group Co., Ltd.	People's Republic of China	100%
Polestar Automotive China Distribution Co., Ltd.	People's Republic of China	100%
Polestar Automotive Consulting Service (Shanghai) Co., Ltd.	People's Republic of China	100%
Polestar Automotive (Chongqing) Co., Ltd.	People's Republic of China	100%
Polestar Automotive (Singapore) Investment Pte Ltd	Singapore	100%

D. Property, Plants and Equipment

Polestar is headquartered in Gothenburg, Sweden. Polestar's research and development teams are located in Sweden and the United Kingdom. In Sweden, Polestar's headquarters and research and development team are located in Gothenburg close to the facilities and competences at Volvo Cars and its surroundings. This research and development team is focused on collaboration with Volvo Cars in a wide variety of areas, including electrical propulsion, sustainability, lightweight material designs, software, and more. In the United Kingdom, Polestar's research and development team is located in the Mira Technology Park in Coventy. This location benefits from good access to engineering talent, proving grounds, wind tunnels and workshops. Polestar's engineering focus in the United Kingdom is chassis and dynamics, aluminum bonding and architecture and sports car design.

Polestar uses a digital first, direct to consumer approach that enables its customers to browse Polestar's products, configure their preferred vehicle and, where permitted, place their order online. Alternatively, Polestar Spaces are where customers can see, feel and test drive Polestar's vehicles prior to making an online purchase. As of December 31, 2023, there were 192 Polestar Spaces. In addition, Polestar leverages the Volvo Cars service center network to provide access to 1,150 customer service points worldwide (as of December 31, 2023) in support of its international operations.

Polestar 2 vehicles are currently manufactured at a plant in Taizhou, China that is owned and operated by Volvo Cars. The plant was acquired by Volvo Cars from Geely in December 2021. Prior to that time, the plant had been owned by Geely and operated by Volvo Cars. Polestar 2 vehicles have been manufactured at this plant since production commenced in 2020. Commencing with the Polestar 3, Polestar started and intends to produce vehicles both in China at Volvo Cars' Chengdu facility and in the United States at Volvo Cars' facility in Charleston, South Carolina.

Polestar has the benefit of being part of the larger global manufacturing footprint of Volvo Cars and Geely with access to a substantial combined installed production capacity. Polestar intends to expand its contract manufacturing presence to facilities in the U.S. and South Korea.

Volvo Cars Chengdu facility

Polestar 3 is manufactured in Volvo Cars' Chengdu plant. The facility opened in 2013. The production of Polestar 3 started in early 2024.

Taizhou facility

Polestar 2 is produced in the Taizhou facility. The facility opened in 2016. The plant is focused on the CMA platform, and also produces Volvo XC40. In October 2021, Geely and Volvo Cars agreed to transfer the Luqiao facility to Volvo Cars. The transfer was effectuated in December 2021 and did not affect production of the Polestar 2 at the facility.

Charleston facility

Polestar 3 will be manufactured in Volvo Cars' Charleston, South Carolina, USA, facility. The facility opened in 2018, and produces Volvo Cars EX90, which share the SPA2 platform with Polestar 3. Production is expected to start in summer 2024 and will be dedicated to the US and part of the European market.

Busan facility

Polestar 4 is planned to be manufacturing in Busan, South Korea, with production destined to the US market. The plant is owned by Renault Korea Motors (RKM), which is 35% owned by Geely. Production is expected to start in the second half of 2025.

Hangzhou Bay

Polestar 4 is manufactured in Geely owned Hangzhou Bay plant, with production having started at the end of 2023 for the Chinese market and during the first half of 2024 for the European market. The plant is used for several brands of the Geely group, as well as brands outside of the Geely group. The facility opened in 2022.

Chongqing facility

Polestar 5 and 6 will be produced in the Chongqing, China plant owned by Geely and operated by Polestar. Production for Polestar 5 is expected to start in 2025, and in early 2027 for Polestar 6.

We believe that our facilities are adequate to meet our needs for the immediate future and that suitable additional space will be procured to accommodate any expansion of our operations, as needed.

ITEM 4A. UNRESOLVED STAFF COMMENTS

Not applicable.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

The following discussion includes information that Polestar's management believes is relevant to an assessment and understanding of Polestar's financial condition and results of operations.

On June 23, 2022, Polestar closed the merger with Gores Guggenheim, Inc. ("GGI") described elsewhere in this Report. The discussion should be read together with (i) the financial statements of Polestar Automotive Holding UK PLC as of December 31, 2023 and 2022, and for each of the three years in the period ended December 31, 2023 and the related notes thereto, included elsewhere in this Report. All financial numbers in this discussion are presented in thousands U.S. dollars unless otherwise noted.

Polestar's actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those discussed in the sections titled "Risk Factors" (see Item 3.D) and "Cautionary Note Regarding Forward-Looking Statements" included elsewhere in this Report. Certain amounts may not foot due to rounding.

Polestar Automotive Holding UK PLC

Overview

Polestar Automotive Holding Limited, a Hong Kong incorporated company ("Former Parent") together with its consolidated subsidiaries constituted Polestar Group through June 23, 2022. Former Parent completed its reverse recapitalization and Polestar Automotive Holding UK PLC ("Parent") became the new parent. Parent together with its consolidated subsidiaries constitute Polestar Group from June 23, 2022. Former Parent and its subsidiaries are collectively referred to herein as "Polestar," "we," "our," or "us."

Polestar is a pure play, premium electric performance vehicle brand headquartered in Sweden, designing products that are engineered to excite consumers and drive change. Polestar defines market-leading standards in design, technology and sustainability. Polestar was established as a premium electric vehicle brand by Volvo Cars and Geely in 2017 and benefits from the technological, engineering and manufacturing capabilities of these established global vehicle manufacturers. Polestar has an asset-light, highly scalable business model with immediate operating leverage. While Polestar has historically offered two performance vehicle models; Polestar 1 ("PS1")

and Polestar 2 ("PS2"), production of the PS1 ceased during the year ended December 31, 2021. Production of a third performance vehicle model, the Polestar 3 ("PS3"), began in the first quarter of 2024. Production of the fourth performance vehicle model, the Polestar 4 ("PS4"), commenced in the third quarter of 2023 with deliveries prior to year end. Polestar has begun internal development projects related to its future performance vehicle models, the Polestar 5 ("PS5") and Polestar 6 ("PS5"). On June 23, 2022, Polestar consummated a capital reorganization via the merger with GGI, a special purpose acquisition company. Polestar subsequently began trading on the Nasdaq on June 24, 2022, under the ticker symbol PSNY.

The PS2 is currently manufactured at a plant in Luqiao, China that is owned and operated by Volvo Cars. The plant, referred to by Volvo Cars as the "Taizhou" plant, was acquired by Volvo Cars from Geely in December 2021. Prior to that time, the plant had been owned by Geely and operated by Volvo Cars.

Polestar plans to manufacture the PS3 at a plant in Chengdu, China that is owned and operated by Volvo Cars. Polestar also plans to expand production of the PS3 to a plant in Charleston, South Carolina which is owned and operated by Volvo Cars. Production of the PS3 was scheduled to begin in the second half of the year ending December 31, 2023, but due to delays is now scheduled to begin during the year ended December 31, 2024.

The PS4 is currently manufactured at a plant in Hangzhou Bay which is owned and operated by Geely. Polestar also plans to expand PS4 manufacturing to the Renault Korea Motors' Busan plant in Busan, South Korea, starting in the second half of the year ended December 31, 2025. Production will be operated by Geely.

Polestar plans to manufacture the PS5 at a plant in Chongqing, China that is owned and operated by Geely. The plant is currently under construction with plans to open in 2024 and production of the PS5 is scheduled to begin in 2025.

Under contract manufacturing agreements with Volvo Cars and Geely, Polestar intends to expand its manufacturing presence to facilities in the U.S. and in Europe. Polestar's ability to leverage the manufacturing footprint of both Volvo Cars and Geely gives Polestar's highly scalable business model immediate operating leverage.

Polestar's retail business model focuses on a digital-first, direct-to-consumer approach that enables its customers to browse Polestar's products, configure their preferred vehicle and place their orders online. This direct-to-consumer approach differs in some locations based on local legal jurisdictions (e.g., Polestar uses the dealer model only in the U.S. and Canada). This approach also differs in sales to fleet customers where ordering configured vehicles via the online platform is impracticable. Instead, sales are facilitated through Polestar fleet account managers.

Polestar Spaces are where customers can see, feel and test drive Polestar's vehicles prior to making an online purchase. Polestar believes this combination of digital and physical retail presence delivers a seamless experience for its customers. Polestar currently has 192 Spaces across 27 markets. Polestar's global customer experience is then further enhanced by its comprehensive service network that leverages a mix of in house customer service specialists and the existing Volvo Cars service center network.

Polestar's research and development expertise is a core competence and Polestar believes it is a significant competitive advantage. Current proprietary technologies under development include bonded aluminum chassis architectures and their manufacture, a high-performance electric motor and bi-directional compatible battery packs and charging technology.

Polestar has drawn extensively on the industrial heritage, knowledge and market infrastructure of Volvo Cars. This combination of deep automotive expertise, paired with cutting-edge technologies and agile, entrepreneurial culture, underpins our differentiation potential for growth and success.

Key factors affecting performance

Polestar's continued growth depends on numerous factors and trends. While these factors and trends provide opportunities for Polestar, they also pose risks and challenges as discussed in Item 3.D "Risk Factors" and below. Polestar's financial position and results of operations depend to a significant extent on the following key factors:

Partnerships with Volvo Cars and Geely

Polestar's relationship with its related parties, Volvo Cars and Geely, has provided it with a unique competitive advantage in its ability to rapidly scale commercialization activities while maintaining an asset-light balance sheet. This is achieved primarily through contract manufacturing and supply agreements with Volvo Cars and Geely. Polestar has utilized Volvo Cars' established research and development capabilities to accelerate technological advancements in automotive technology. Additionally, selling and administrative expenses have been positively impacted due to service agreements with Volvo Cars which allow Polestar to attain operational efficiencies in the areas of aftermarket services and maintenance and back-office functions (e.g., information technology, legal, accounting, finance, logistics, and human resources). Polestar' contract manufacturing and supply agreements with Volvo Cars and Geely are entered into on an arm's length basis. tered into on an arm's length basis

Utilizing Volvo Cars' Taizhou facility in China has allowed Polestar to continue efficient production of its PS2 with over 150,000 units produced by December 31, 2023. Prior to Polestar selling its Chengdu plant to Geely, limited edition models of the PS2 were produced there but are now produced at the Volvo Cars Taizhou plant. Going forward, the PS3 is planned to be produced in China and the United States at Volvo Cars' Chengdu facility and Charleston, South Carolina facility, respectively. Geely began production of the PS4 at its Hangzhou Bay plant in the third quarter of 2023 and expects to begin production at the Renault Busan plant in the second half of 2025. The PS5 is expected both caronic and the availability of market-specific tax credit schemes. However, Polestar's contract manufacturing model does not come with the operating leverage that may come with owning production facilities and requires Polestar to accurately forecast the demand for its

vehicles. If Polestar fails to do so, there may be overcapacity, which may negatively impact gross margins, or inadequate capacity, which may result in delays in shipments or revenues.

During the year ended December 31, 2023, Polestar leveraged the eighteen-month \$800 million term loan credit facility with Volvo Cars that was entered into on November 3, 2022. On November 8, 2023, Polestar entered into an amendment to the credit facility with Volvo Cars, which provided for an additional \$200 million in borrowing capacity under the credit facility and extended the maturity date of the credit facility to June 30, 2027. As of December 31, 2023, Polestar had drawn on all \$1 billion in borrowing capacity with \$1 billion in principal outstanding. This loan has an optional equity conversion feature.

On November 8, 2023, Polestar also entered into a new term loan facility with Geely, where Geely agreed to provide a term loan credit facility of \$250 million on substantially the same terms as the credit facility with Volvo Cars, including a maturity date of June 30, 2027. As of December 31, 2023, Polestar had drawn down on all \$250 million in borrowing capacity with \$250 million in principal outstanding. This loan has an optional equity conversion feature. On December 8, 2023, Polestar, Geely, and Volvo Cars entered into certain agreements which, when considered together, were designed to provide financing to Polestar in exchange for Polestar transferring legal ownership of certain Polestar unique tooling and equipment that will be used in the manufacturing of the PS3 to Geely. Polestar received cash of \$156.1 million.

See "--Liquidity and Capital Resources" below for an additional discussion regarding banking relationships that have been assisted by letters of comfort from Volvo Cars and Geely

Refer to Support for Note 27 - Related party transactions in the Consolidated Financial Statements included elsewhere in this report for more information.

Premium electric vehicle portfolio

Polestar continues to develop a premium all-electric vehicle portfolio to address the tastes and preferences of premium vehicle customers, one of the fastest growing segments of the global electric car market. The current and planned portfolio consists of the following models:

- Polestar 2 a performance fastback
- Polestar 3 a performance sport utility vehicle;
- Polestar 4 a performance sport utility coupe;
- · Polestar 5 a high performance 4-door grand tourer; and
- Polestar 6 a high performance roadster.

The PS2 has received numerous accolades and positive reviews since its launch in 2019. The limited-edition higher specification PS2 variants, the BST 270 and BST 230, which sell at higher price points have also received favorable reviews from customers and the automotive community. Polestar plans to continue offering higher specification variants, sometimes in limited production runs, for its future models, which it expects will further establish its brand within the premium electric vehicle segment and allow for pricing variability within certain markets. As a premium electric vehicle company, Polestar does not intend to offer models priced below the PS2. Customers' acceptance and purchase of Polestar's future growth and financial performance. Polestar's marketing efforts may not be successful, and newer vehicle models may not ultimately be adopted or utilized by the consumer, which would negatively impact sales volumes and product pricing.

Innovative automotive technologies and design

Polestar develops electric vehicles and technologies through cutting edge design and sustainable choices. Polestar has a high-performance, innovation-driven research and development team with safety heritage rooted from Volvo Cars and in-house competencies at its dedicated research and development facility in Coventry, UK. Internal development programs such as the Polestar 5 and PX2 electric powertrain have advanced Polestar's organic intellectual property. Further, Polestar continues to display ambition to create industry-leading technologies through partnerships with Volvo Cars, Geely, Nvidia, Luminar, and Zenseact, Xingji Meizu, and StoreDot, among others. This combination of research and development resources allows Polestar flexibility in determining which technologies to develop in-house versus which to outsource to partners. Polestar believes that continued investments such as these are critical to establishing market share, attracting new customers, and becoming a profitable global electric vehicle company. In the years ended December 31, 2023, 2022 and 2021, \$347.3 million, \$306.3 million, respectively, were invested in new intellectual property. These investments have primarily impacted Polestar's results of operations through higher amortization expense. Refer to *Note 6 - Intangible assets and goodwill* in the Consolidated Financial Statements included elsewhere in this report for more information.

Direct-to-consumer business model

Polestar operates a direct-to-consumer business model for sales of vehicles, which allows it to create a tailored experience for customers based on their individual preferences. Polestar cultivates this experience through Polestar Spaces where potential customers can experience Polestar vehicles, engage with Polestar specialists, and in certain cases, lest drive Polestar vehicles. This serves as important brand awareness and as a sales driver for commercial expansion in key markets. Through these locations, Polestar is able to introduce customers to vehicles and enhance the Polestar experience, from brand introduction and education to vehicle delivery. Additionally, Polestar is able to run a lean sales model via the Polestar App and website, offer a wide service network for aftermarket services and maintenance, and offer competitive pricing and financing for customers. This business model approach has allowed Polestar to achieve rapid expansion in, and capitalization of, the luxury electric vehicle market in Europe, the United States, and Asia with lower overall selling, general, and administrative expenses as compared to a traditional OEM dealer model.

Direct-to-business model

In the U.S. and Canada, Polestar operates a direct-to-business model through which vehicles are sold directly to a network of independent authorized dealers. In these markets, vehicles are displayed and subsequently sold to end retail consumers at Polestar Spaces, which are designed, built, and equipped by dealers in accordance with Polestar's standards. Dealers also diagnose and repair Polestar vehicles at associated service facilities. Vehicles are sold to dealers at wholesale prices and Polestar provides a suggested retail price.

Fleet sales

In addition to Polestar and its subsidiaries' direct-to-consumer and direct-to-business models, vehicles are also sold to various fleet customers (e.g., rental car companies and corporate fleet managers). As an incentive for high-volume purchases, sales to fleet customers often include discounts in the form of annual rebates based on the number of vehicles ordered during the year.

Importer markets

Polestar also sells vehicles to various importers in smaller markets around the globe where it does not have sales units (e.g., Hong Kong, New Zealand, the United Arab Emirates (UAE), Israel, Kuwait and Iceland). Polestar's relationships with importers allow it to create a more diversified global footprint and tap potential opportunities which may lead to increased sales.

Sales to associate

In China, Polestar sells its vehicles through an associate, Polestar Technology (Shaoxing) Co., Ltd. ("Polestar Technology"). Vehicles are sold to Polestar Technology at wholesale prices and Polestar Technology subsequently sells the vehicles to customers in China. This sales channel is more advantageous to Polestar in capturing the Chinese market.

Earn-out rights and Class C Shares from the reverse recapitalization

On June 23, 2022, Polestar consummated a capital reorganization via the merger with GGI, a special purpose acquisition company. Polestar subsequently began trading in the U.S. on Nasdaq on June 24, 2022 under the ticker symbol "PSNY." In addition to providing Polestar with access to new funding sources in the United States capital markets, the merger, including all related arrangements, raised net cash proceeds of \$14.18 million. Gross proceeds of \$638.2 million was sourced from GGI, \$250 million was sourced from a private placement in public equity ("PIPE"), and \$588.8 million was sourced from a preferential share subscription with Volvo Cars. Total transaction costs of \$98 million ware incurred in connection with the merger, of which \$59.1 million had been recognized by GGI and deducted from the gross proceeds raised. The remaining \$38.9 million were costs attributable to the Former Parent.

As part of the merger, Polestar exchanged rights and obligations to the public and private warrant instruments of GGI, resulting in the issuance of similar instruments in the form of Class C-1 Shares and Class C-2 Shares, respectively. Polestar also issued certain rights to earn out shares to existing owners. These instruments are accounted for as derivative liabilities under IAS 32, *Financial Instruments: Presentation* ("IAS 32"), Financial Instruments: Presentation, and IFRS 9, *Financial Instruments* ("IFRS 9"), which are carried at fair value with subsequent changes in fair value recognized in the Consolidated Statement of Loss at each reporting date.

As of December 31, 2023 and 2022, the Class C Shares were valued at \$6 million and \$28 million, respectively, resulting in an unrealized gain from the fair-value change of \$22 million during the year ended December 31, 2023. As of December 31, 2023 and 2022, the earn-out rights were valued at \$155 million and \$28 million, respectively, resulting in an unrealized gain from the fair value or logs of \$443 million during the year ended December 31, 2023. The fair values of these derivative financial instruments are volatile and influenced by changes in Polestar's share price, resulting in marks to Polestar's share price, resulting in marks to Polestar's share price, resulting in marks to Polestar's share price, resulting in an unrealized gain from the fair value change of \$443 million during the year ended December 31, 2023. The share price, resulting in marks to Polestar's share price,

Impacts of COVID-19, the Russo-Ukrainian War, conflicts in Israel and the Gaza Strip, and conflict in the Red Sea

In certain instances, Polestar's suppliers and business partners have experienced delays or disruptions from COVID-19, resulting in negative impacts to Polestar. Specifically, the prolonged government mandated quarantines and lockdowns in eastern China during the year ended December 31, 2022 delayed production and delivery of critical components for the PS2. Polestar continued to feel the effects of COVID-19 early in the year ended December 31, 2023, with the effects losing impact towards the end of the year.

While Polestar does not directly conduct any business with suppliers in Russia or Ukraine, there can be no assurance that all parts of the supply chain are devoid of any exposure to disruptions caused by the Russo-Ukrainian War.

The recent escalation in the conflict between Israel and Hamas and uncertain geopolitical conditions, sanctions, and other potential impacts on the global economic environment may weaken demand for Polestar's vehicles and impact its ability to access production components, which could make it difficult for Polestar to forecast its financial results and manage its inventory levels. Israel is one of Polestar's importer markets where we have minimal sales. Polestar also has some suppliers with operations in Israel, including Mobileye and StoreDot. If the conditions in Israel interrupt Polestar's suppliers' operations or limit the ability for Polestar's to operate, Polestar's business can be harmed. Additionally, in the past, Israel and Israeli companies have been, and continue to be, subject to economic boycotts and divestment initiatives, which could negatively impact Polestar's business given Polestar's relationship with Mobileye and StoreDot.

In addition, further escalation of the conflict in the Red Sea may affect our shipping operations and result in shipping companies rerouting their cargo ships. These potential shipping disruptions may cause additional shipping costs and delays.

Refer to Item 3.D "Risk Factors" for information on risks posed by the ongoing conflicts between Russia and Ukraine, in Israel and the Gaza Strip, and in the Red Sea.

Inflation

Global economic conditions have caused rising inflationary pressures on prices of components, materials, labor, and equipment used in the production of Polestar vehicles. Particularly, increases in battery prices due to the increased prices of lithium, cobalt, and nickel have started contributing to increased cost of goods sold and are expected to lead to higher costs of goods sold in the future.

Additionally, the natural time lag created by the production, shipping, and selling of vehicles has also contributed to a delay in price increases experienced by Polestar. Higher oil prices have also increased freight and distribution costs across all markets. It is uncertain whether these inflationary pressures will persist in the future. Polestar remains vigilant and will continue to closely monitor the effects of COVID-19, the Russo-Ukrainian War, the conflicts in Israel and the Gaza Strip, and inflation on its business.

Additional key factors impacting performance

Polestar's continued growth depends on numerous factors and trends, including continued sales of the PS2 and new sales of the PS4 at anticipated volumes while production of the PS3 ramps-up. This includes the ramp-up of sales in the US market of these models, particularly the PS3, which is, in part, dependent on the successful ramp-up of production at the facility in Charleston, South Carolina operated by Volvo Cars. Polestar's regional mix of sales, including higher sales in the US market, and its overall product mix, is important to maintain its gross margins. Ramping-up Polestar's production at other facilities is also an important factor in the success of Polestar's future vehicle production and delivery. In addition to increasing vehicle volume, Polestar is focused on developing additional revenue streams, such as IP licensing, aftermarket revenue, component sales, and/or used car sales. If Polestar's vehicle sales and additional revenue streams do not develop as anticipated. Polestar may not have the necessary cash flow to operate its business and repay outstanding indebtedness. Furthermore, Polestar's gross margins are dependent upon Polestar's current pricing structure, which is subject to a variety of factors, including certain average selling price assumptions. If Polestar has higher than expected discounting or advertising and promotion costs, its future margins may suffer.

Polestar's gross margins are also dependent upon its ability to manage costs, including costs associated with raw materials and key components of production, and to implement cost savings initiatives. Polestar's future financial performance also requires Polestar to accurately forecast demand for its vehicles. Inaccurate demand forecasts may lead to Polestar offering deeper discounts or experiencing greater than expected sales volumes of discounted vehicles. As a result of inaccurate forecasts, Polestar could also experience higher than expected production, operating expense, advertising, sales and promotion costs or may be unable to effectively charge such costs to customers in a targeted manner. This could result in vehicles being sold with fewer options and trim levels, higher than expected sales volumes of lower-priced variants, and/or failure of Polestar in meet in gross margin and profitability expectations.

A. Results of operations

Polestar conducts business under one operating segment with primary commercial operations in North America, Europe, Asia and various importer markets. While Europe and the U.S. represent Polestar's primary geographic markets, Polestar's presence is continuing to expand in Asia. Refer to Note 2 - Significant accounting policies and judgements in Polestar's Consolidated Financial Statements for more information on the basis of presentation and segment reporting. The following paragraphs describe the key components of revenue, income, and expenses as presented in our Consolidated Statement of Loss.

During the year ended December 31, 2023, we identified immaterial errors in our financial statements primarily relating to (i) accounting for Inventories, including the accounting treatment of certain launch costs, capitalizable expenses into inventory and valuation adjustments for internal use cars, (ii) accounting for accruals and deferrals, (iii) capitalization of expenses, (iv) other errors relating to reclassifications between financial statement captions and (v) deferred taxes and income taxes. As a result, certain prior period amounts have been updated to reflect the correction of the immaterial errors. See *Note 31 - Restatement of prior period financial statements* to our audited consolidated financial statements included in Item 18 of this Report for additional details.

Key operational highlights

In addition to the immaterial accounting errors identified in the fourth quarter of the year ended December 31, 2023, we also identified immaterial errors related to our previously disclosed volume figures for the years ended December 31, 2022 and 2021. These errors were and continue to be immaterial to our prior year disclosures. These immaterial errors have been corrected by revising our previously disclosed volumes figures as follows:

	For the year ended December 31,			
Key metrics	2023	2022	2021	
Global volumes 1	 54,626	51,549	28,592	
Volume of external vehicles without repurchase obligations	49,809	48,575	23,841	
Volume of external vehicles with repurchase obligations	2,859	1,344	2,836	
Volume of internal vehicles	1,958	1,630	1,915	
	For the	e year ended December 31,		
	2023	2022	2021	

	2023	2022	2021
Markets ²	27	27	19
Locations ³	192	158	103
Service Points ⁴	1,149	1,116	811
1 - Represents the sum of total volume of vehicles delivered for (a) external sales of new vehicles without repurchase obligations. (b) external sales of vehicles with repurchase obligations. and (c) internal use vehicles for demonstration and	d commercial purposes or to be used by Polestar em	ployees (vehicles are owned by Polestar	and included in Inventories). A

1 - Represents the sum of total volume of vehicles delivered for (a) external sales of new vehicles without repurchase obligations, (b) external sales of vehicles with repurchase obligations, and (c) internal use vehicles for demonstration and commercial purposes or to be used by Polestar employees (vehicles are owned by Polestar and included in Inventories). A vehicle is demonstration and delivered and included in the volume figure for each category once invoiced and registered to the external or internal counterparty, irrespective of revenue recognized in scenarios (a) and (b) in accordance with IFRS 15, *Revenue from Contracts with Customers* ("IFRS 16, *Leases* ("IFRS 16"), respectively. Revenue is not recognized in scenarios (a) and (b) in accordance with IFRS 15, *Revenue from Contracts with Customers* ("IFRS 16"), and IFRS 16, *Leases* ("IFRS 16"), respectively. Revenue is not recognized in scenarios (b).



ts the markets in which Polestar operates. ts Polestar Spaces, Polestar Destinations, and Polestar Test Drive Centers

nts worldwide in support of Polestar's int

Revenue is comprised of revenue from the sale of vehicles, revenue from the sale of software and performance engineered kits, revenue from sales of carbon credits, vehicle leasing revenue, and other revenue. Revenue from the sale of vehicles constitutes the primary source of revenue and has historically been derived from sales of the PS2. Polestar's main customers for electric vehicles consist of private individuals, fleet customers, dealers, importers, and financial service providers. Vehicles are sold to our related parties Volvo Cars and Volvo Finans Bank AB. Revenue from the sale of software and performance engineered kits is derived from intellectual property licensed to Volvo Cars related to reduce a software upgrades and enhancements for Volvo Cars' vehicles. Revenue from sales of cerived from sales of revenue is derived from sales of automotive research and development services and intellectual property licensed to Volvo Cars to source and sell Polestar parts and accessories.

Cost of sales

Cost of sales primarily consists of contract manufacturing costs associated with the production of the PS2 and PS4 which is outsourced to Volvo Cars (previously outsourced to Geely) and Geely, respectively. Cost of sales includes Loss or sums primining consists on contact manufactuming costs associated with the production of the PS2 and PS4 which is outsourced to Volvo Cars (previously outsourced to Geely) and Geely, respectively. Cost of sales includes depreciation related to Property, plant and equipment ("PPE") and right-of-use ("ROU") assets, amortization of intangible assets related to manufacturing engineering, warehousing and transportation costs for inventory, customs duties, other manufacturing of overhead. Costs of sales for the year ended December 31, 2021 also includes costs related to direct parts and materials, direct labor, and manufacturing overhead for the PS1, which was manufactured at Polestar's former facility in Chengdu, China. Additionally, as of the fourth quarter of the year ended December 31, 2023, Cost of sales includes the amortization of intellectual property previously used in the PS1 and currently used in the PS2, and PS2 more facility in Chengdu, China. Additionally, as of the fourth quarter of the year ended December 31, 2023, Cost of sales also includes the impairment of inventory and the released into Cost of sales when the inventory is sold. Cost of sales also includes the impairment of inventory and the impairment charge for PS2 related PPE, Intangible assets, and Vehicles under operating leases which were impaired.

Selling, general, and administrative expenses

Selling, general, and administrative expenses are comprised of personnel expenses for business development and marketing functions, advertising and marketing expenses, personnel-related expenses for corporate, executive, finance, and other administrative functions, expenses for outside professional services, including legal, audit, information technology, and accounting services, as well as expenses for facilities, general software costs and licenses, depreciation, amortization, and travel. Personnel-related expenses consist of salaries, benefits, social security contributions, and incentive programs.

Research and development expenses

Research and development expenses consist of personnel expenses for Polestar's internal engineering, research, and development functions, amortization of intangible assets related to intellectual property which will be used in future vehicle models, internal development programs, and expenses for direct materials and facilities used by research and development personnel. Until the fourth quarter of 2023, Research and development expenses also included amortization of intellectual property that was considered foundational and previously used in the PS1, currently used in the PS2 and other model vehicles, and expected to be used in future vehicles. However, in the fourth quarter of 2023, there was a change in the way this intellectual property was used and the related amortization was instead capitalized into inventory. The cost is released into Cost of sales when the inventory is sold. Polestar outsources certain development of intellectual property used in the receipt of intellectual property set in stead of charged to Research and development expenses because they are paid in connection with the receipt of intellectual property from Volvo Cars that is expected to provide future economic benefit to Polestar.

Polestar conducts various internal research and development programs focused on advancing new technologies and concepts relevant to the business, such as electric vehicle propulsion systems, infotainment and software systems, and the use of eco-friendly recycled materials in production. Costs associated with Polestar's internal research and development programs are expensed as incurred while they are in the research phase and not yet expected to contribute to future cash flows. Once Polestar's internal research and development phase and are determined to contribute to future cash flows, such costs are capitalized as intangible assets instead of being charged to contribute to future cash flows. to Research and development expense

Other operating income and expense

Other operating income consists of exchange rate differences on operating activities, income generated through the sale of carbon credits, and other income driven by non-revenue generating activities. Other operating expense primarily consists of exchange rate differences on operating activities, non-income tax expense, and other expenses due to activities which are not part of Polestar's ordinary course of operations. For the year ended December 31, 2023, other operating expenses related mainly to Polestar providing services to its associate.

Finance income and expense

Finance income consists of interest income on bank deposits and net foreign exchange rate gains on financial activities. Finance expense is comprised of interest expenses associated with Polestar's short and long-term financing facilities, including amounts owed to related parties, net foreign exchange rate losses on financial activities, interest expenses associated with lease liabilities, and credit facility expenses.



Fair value change - Earn-out rights

Fair value change in earn-out rights consists of changes in fair value to the contingent right to receive earn-outs of Class A and B Shares that were issued to the Former Parent upon the completion of the Business Combination. The value of the Earn-out liability changes with the Polestar share price and other macroeconomic conditions, creating a fair value gain or loss.

Fair value change - Class C shares

Fair value change in Class C Shares consists of changes in fair value to the Class C-1 Shares and Class C-2 Shares that were issued to the Former Parent upon the completion of the Business Combination.

Share of earnings in associates

Share of earnings in associates consists of Polestar's proportionate share of it's associate's net income (loss), limited to the carrying value of Polestar's investment in its associates. The carrying value of Polestar's investment in associate will be adjusted equally to Polestar's share of income (loss), not to be adjusted below zero.

Income tax benefit (expenses)

Income tax benefit (expenses) consist of current and deferred income tax benefit (expenses). Current Income tax benefit (expenses) primarily represent income taxes generated on income sourced in multiple foreign jurisdictions. Deferred Income tax benefit (expenses) represent differences generated between book carrying values and the corresponding tax basis for assets or liabilities, multiplied by the applicable jurisdiction's income tax rate.

Comparison of the years ended December 31, 2023, 2022 and 2021

The following table summarizes Polestar's historic Consolidated Statement of Loss for the years ended December 31, 2023, 2022 and 2021. All figures presented in the table below are in thousands of U.S. dollars unless otherwise stated. Additionally, certain 2021 and 2022 figures have been restated. Refer to Note 31 - Restatement of prior period financial statements for details.

	For the year ended December 31,		2023 vs 2022 Variance		2022 vs 2021 Variance		
	 2023	2022	2021	\$	%	s	%
Revenue	 2,378,562	2,444,105	1,346,347	(65,543)	(3)	1,097,758	82
Cost of sales	(2,791,643)	(2,343,302)	(1,336,688)	(448,341)	19	(1,006,614)	75
Gross (loss) profit	\$ (413,081) \$	100,803 \$	9,659 \$	(513,884)	(510) \$	91,144	944
Selling, general and administrative expense	 (949,683)	(838,367)	(685,049)	(111,316)	13	(153,318)	22
Research and development expense	(158,406)	(174,916)	(234,019)	16,510	(9)	59,103	(25)
Other operating income and expenses, net	41,204	(305)	(50,716)	41,509	13,610	50,411	(99)
Listing expense	—	(372,318)	—	372,318	n/a	(372,318)	n/a
Operating loss	\$ (1,479,966) \$	(1,285,103) \$	(960,125) \$	(194,863)	15 \$	(324,978)	34
Finance income	 69,454	8,552	32,970	60,902	712	(24,418)	(74)
Finance expense	(213,321)	(108,402)	(45,218)	(104,919)	97	(63,184)	140
Fair value change - Earn-out rights	443,168	902,068	—	(458,900)	(51)	902,068	n/a
Fair value change - Class C Shares	22,000	35,090	_	(13,090)	(37)	35,090	n/a
Share of losses in associates	 (43,304)	_	_	(43,304)	n/a	_	n/a
Loss before income taxes	\$ (1,201,969) \$	(447,795) \$	(972,373) \$	(754,174)	168 \$	524,578	(54)
Income tax benefit (expense)	 7,138	(29,660)	3,075	36,798	(124)	(32,735)	(1,065)
Net loss	\$ (1,194,831) \$	(477,455) \$	(969,298) \$	(717,376)	150 \$	491,843	(51)

Revenues

Polestar's net Revenue for the year ended December 31, 2023 were \$2,378.6 million, a decrease of \$65.5 million, or 3% compared to \$2,444.1 million for the year ended December 31, 2022. Revenue from related parties for the year ended December 31, 2023 were \$142.7 million, an increase of \$6.2 million, or 4% compared to \$136.5 million for the year ended December 31, 2023

Polestar's Revenue for the year ended December 31, 2022 were \$2,444.1 million, an increase of \$1,097.8 million, or 82% compared to \$1,346.3 million for the year ended December 31, 2021. Revenue from related parties for the year ended December 31, 2022 were \$136.5 million, a decrease of \$0.9 million, or 1% compared to \$137.4 million for the year ended December 31, 2021.

The following table summarizes changes in the components of Revenue and related changes between annual periods. All figures presented in the table below are in thousands of U.S. dollars unless otherwise stated. Additionally, certain 2021 and 2022 figures have been restated. Refer to Note 31 - Restatement of prior period financial statements for details.

	2023 vs 2022	2022 vs 2021
For the year ended December 31,	Variance	Variance



	 2023	2022	2021	\$	%	\$	%
Revenues							
Sales of vehicles	2,319,947	2,386,454	1,299,196	(66,507)	(3)	1,087,258	84
Sales of software and performance engineered kits	18,994	21,308	25,881	(2,314)	(11)	(4,573)	(18)
Sales of carbon credits	1,452	10,984	6,299	(9,532)	(87)	4,685	74
Vehicle leasing revenue	17,421	16,719	6,217	702	4	10,502	169
Other revenue	20,748	8,640	8,754	12,108	140	(114)	(1)
Total	\$ 2,378,562 \$	2,444,105 \$	1,346,347 \$	(65,543)	(3) \$	1,097,758	82

Sales of vehicles for the year ended December 31, 2023 were \$2,319.9 million, a decrease of \$66.5 million, or 3% compared to \$2,386.5 million for the year ended December 31, 2022. The decrease was primarily driven by \$116.6 million in discounts to fleet customers, offset by an increase in fleet vehicle sales volumes and an increase in per unit price of the PS2 model year 2023 and 2024 vehicles. Sales of vehicles for the year ended December 31, 2022 were \$2,386.5 million, an increase of \$1,087.3 million, or \$1,092. The increase was driven by grater volumes of PS2 sales across major geographic markets such as the United States, the United Kingdom, Germany, Sweden, and South Korea. Revenue per vehicle decreased year-over-year primarily due to model mix and market mix. During the year ended December 31, 2022, the majority of vehicles sold were long-range dual motor variants of the PS2 while the lower priced long-range suing motor and standard range motor variants represented a greater share of revenue for the year ended December 31, 2022. This was partially offset by price increases implemented during the summer that were reflected in selling prices during the latter part of the year.

Sales of software and performance engineered kits for the year ended December 31, 2023 were \$19 million, a decrease of \$2.3 million, or 11% compared to \$21.3 million for the year ended December 31, 2022. The decrease is a result of Polestar's continued emphasis on its own vehicles, coupled with a continued decline in Volvo Car's sales of Polestar's performance engineered kits. Sales of software and performance engineered kits for the year ended December 31, 2022 were \$21.3 million, a decrease of \$4.6 million, or 18% compared to \$25.9 million for the year ended December 31, 2021. The decrease is a result of Polestar's shifting focus to its own vehicles and a decrease in Volvo Car's alses of Polestar's performance engineered kits.

Sales of carbon credits for the year ended December 31, 2023 were \$1.5 million, a decrease of \$9.5 million, or 87% compared to \$11 million for the year ended December 31, 2022. This decrease is due to Polestar entering into fewer contracts to sell its excess carbon credits as compared to the previous year. Sales of carbon credits for the year ended December 31, 2022 were \$11 million, an increase of \$4.7 million, or 74% compared to \$6.3 million for the year ended December 31, 2021. This increase is due to Polestar entering into a new agreement to sell its excess carbon credits to a third party during the year ended December 31, 2022.

Vehicle leasing revenue for the year ended December 31, 2022 was \$17.4 million, an increase of \$0.7 million, or 4% compared to \$16.7 million, or 16% compared to \$10.7 million for the year ended December 31, 2022. This increase is due to Polestar selling more vehicles with repurchase obligations. Vehicle leasing revenue for the year ended December 31, 2021. Polestar began selling vehicles with repurchase obligations during the first half of 2021 and continued to increase the number of vehicles sold with repurchase obligations in the subsequent periods. This resulted in the increase to vehicle leasing revenue during the year ended December 31, 2022.

Other revenue for the year ended December 31, 2023 was \$20.7 million, an increase of \$12.1 million, or 140% compared to \$8.6 million for the year ended December 31, 2022. This increase is the result of (1) greater sales of Polestar's research and development services to Volvo Cars, (2) greater sales under Polestar's intellectual property license to Volvo Cars which grants Volvo Cars the rights to source and distribute parts and accessories for Polestar's vehicles to customers in exchange for sales-based royalties to us for \$12.1 million, and (3) a one-time sale of know-how to Lotus for \$4.6 million. Other revenue for the year ended December 31, 2022 was \$8.6 million, a decrease of \$0.1 million, or 1% compared to \$8.7 million for the year ended December 31, 2021.

Cost of sales and Gross (loss) profit

Cost of sales for the year ended December 31, 2023 was \$2,791.6 million, an increase of \$448.3 million, or 19% compared to \$2,343.3 million for the year ended December 31, 2022. This increase was primarily driven by CGU impairment of PS2 related PPE and Vehicles under operating leases of \$94.2 million, CGU impairment of PS2 related intangible assets of \$2,57.1 million, increased inventory impairment of \$95.5 million, and increased materials cost due to rising raw material costs of \$23.3 million. This activity is being partially offset by decreased warranty expenses of \$36.3 million, and positive impacts of foreign currency effects due to an improved SEK/CNY foreign exchange rate. For further information, see *Note 15 - Intangible assets and goodwill*, *Note 16 - Property, plant and equipment* and Item 5.F "Critical accounting estimates - impairment testing".

Cost of sales for the year ended December 31, 2022 were \$2,343.3 million, an increase of \$1,006.6 million, or 75% compared to \$1,336.7 million for the year ended December 31, 2021. This was primarily due to higher vehicle sales volumes during the year ended December 31, 2022, resulting in increased material costs of \$945.1 million, combined with rising raw material costs commencing in the end of 2022. Additionally, increased freight and distribution costs of \$72.8 million and increased warranty cost of \$34.5 million, respectively, contributed to this overall increase. These higher costs, combined with a deteriorating SEK/CNY foreign exchange rate discussed in the Gross (loss) profit explanation below, have further contributed to the increase. The activity above was partially offset by decreased manufacturing related costs of \$45.2 million primarily due to the conclusion of tooling and machinery depreciation related to PS1 in December 2021.

Gross (loss) profit for the year ended December 31, 2023 was a gross loss of \$413.1 million, a decrease in gross result of \$513.9 million, or 510% compared to a gross profit of \$100.8 million for the year ended December 31, 2022. This decrease is a thributed to inventory impairment costs of \$95.5 million, net higher material cost of \$23.1 million, CGU impairment of PS2 related intangible assets of \$257.1 million and \$94.2 million in cost as a result of the impairment of PS2 related PPE and vehicles under

operating leases. The decrease is also attributed to decreased Revenue of \$65.5 million as a result of (1) decreased revenue generated through sales of vehicles (2) decreased sales of software and performance engineered kits to Volvo Cars, (3) decreased sales of carbon credits, and (4) greater other revenue, partially offsetting all decreases to the other revenue streams. Refer to the explanation of the Revenue variances above for greater details. These unfavorable impacts were offset by decreased warranty expenses of \$36.3 million and a 7.58% improvement in the SEK/CNY foreign exchange rate enabling greater purchasing power.

Gross (loss) profit for the year ended December 31, 2021 was a gross profit of \$100.8 million, an increase of \$91.1 million, or 944% compared to a gross profit of \$9.7 million for the year ended December 31, 2021. This was primarily due to expanded production and commercialization of PS2 vehicles, causing a higher fixed cost absorption when compared to previous periods. Additionally, greater volumes of PS2 sales resulted in greater revenues of \$1,97.8 million. This increase was mainly offset by increased materials cost of \$94.1 million, and an increase in freight and distribution costs of \$72.8 million. The increase is also partially offset by continued deterioration of the SEK/CNY foreign exchange rate. The SEK/CNY foreign exchange rate weakened by approximately 1.4% from 0.79 on January 1, 2021 to 0.70 by December 31, 2022. In total, the SEK/CNY foreign exchange rate weakened by approximately 1.4% from 0.79 on January 1, 2021 to 1.70 by December 31, 2022. In total, the SEK/CNY foreign exchange rate weakened since January 1, 2021 to 0.70 by December 31, 2022. In total, the SEK/CNY foreign exchange rate weakened since January 1, 2021 to 0.70 by December 31, 2022. In total, the SEK/CNY foreign exchange rate weakened since January 1, 2021 to 0.70 by December 31, 2022. In total, the SEK/CNY foreign exchange rate weakened since January 1, 2021. This trend impacts Polestar's Gross (loss) profit as a transaction effect of contract manufacturing in China when Polestar's purchasing entity is denominated in a functional currency that is weaker than CNY.

Selling, general and administrative expenses

Selling, general and administrative expenses for the year ended December 31, 2023 were \$949.7 million, an increase of \$111.3 million, or 13% compared to \$838.4 million for the year ended December 31, 2022. This increase was primarily due to higher advertising, sales, and promotion expenses of \$67.9 million related to new video productions, marketing, and PR events for the PS3 and PS4 campaigns to expand Polestar's markets related to these vehicles. Additional increases were attributed to higher wages and salaries of \$41.9 million, associated with headcount need to meet the demands of Polestar's growing business. Selling, general and administrative expenses for the year ended December 31, 2022. This increase was primarily due to higher administrative expenses for the year ended December 31, 2022. This increase was primarily due to higher administrative expenses for the year ended December 31, 2021. This increase was primarily due to higher administrative expenses for the year ended December 31, 2022. This increase was primarily due to higher administrative expenses for the year ended December 31, 2021. This increase was primarily due to higher administrative expenses for the year ended December 31, 2022. This increase was primarily due to higher administrative expenses for the year ended December 31, 2021. This increase was primarily due to higher administrative expenses for the year ended December 31, 2021. This increase was primarily due to higher administrative expenses for the year ended December 31, 2021. This increase was primarily due to higher administrative expenses for the year ended December 31, 2021. This increase was primarily due to higher administrative expenses for the year ended December 31, 2021. This increase was primarily due to higher administrative expenses for the year ended December 31, 2021. This increase was primarily due to higher administrative expenses for the year ended December 31, 2021. This increase was primarily due to higher administrative expenses for the year ended December 3

Research and development expenses

Research and development expenses for the year ended December 31, 2023 were \$158.4 million, a decrease of \$16.5 million, or 9% compared to \$174.9 million for the year ended December 31, 2022. This change was mainly driven by a decrease in the amortization costs of \$37.7 million due to internal development programs reaching development phase, therefore no longer being expensed. These decrease was partially offset by increased full time personnel cost of \$18.3 million and \$2.4 million in service purchased from related parties. Research and development expenses for the year ended December 31, 2022 were \$174.9 million, a decrease of \$59.1 million, or 25% compared to \$234 million for the year ended December 31, 2021. This decrease was primarily due to a decrease in product development cost of \$112.1 million mainly related to the conclusion of PS1 amortization in December 2021. This activity was partially offset by increased R&D personnel costs of \$57.5 million related to the development of future vehicles and electronic vehicles technologies.

Other operating income (expenses), net

Other operating income (expenses), net for the year ended December 31, 2023 were an income of \$41.2 million, an increase of \$41.5 million compared to an expense of \$0.3 million for the year ended December 31, 2022. This increase was primarily driven by positive foreign exchange effects on working capital of \$38 z million, sales of plant operating income (expenses), net for the year ended December 31, 2022. This increase of \$0.3 million for the year ended December 31, 2023 were an income of \$41.2 million, sales of plant operating income (expenses), and sales of carbon credits to a related party for \$5.6 million. These gains are partially offset by the costs of services provided to Polestar Technology for \$27.6 million. Other operating income (expenses), net compared to an expense of \$0.3 million for the year ended December 31, 2021. This increase was primarily driven by lower negative foreign exchange effects of \$48.6 million.

Finance income

Finance income for the year ended December 31, 2023 was \$69.5 million, an increase of \$60.9 million, or 712% compared to \$8.6 million for the year ended December 31, 2022. This increase was primarily the result of a positive net foreign exchange effect related to financial items of \$37.1 million and increased interest income on bank deposits of \$24.6 million due to rising interest rates. Finance income for the year ended December 31, 2022 was \$8.6 million, a decrease of \$63.9 million in regative actions of \$31.6 million in negative net foreign exchange effect related to financial items partially offset by an increase of \$6.3 million in interest income on bank deposits for the year ended December 31, 2022.

Finance expenses

Finance expenses for the year ended December 31, 2023 was \$213.3 million, an increase of \$104.9 million, or 97% compared to \$108.4 million for the year ended December 31, 2022. This increase was primarily the result of an increase in interest expense on credit facilities and financing obligations and interest expense to related parties totaling \$130.2 million and a loss on modification of debt of \$6.8 million. These ones are partially offset by a decrease in foreign exchange losses on financial activities of \$30.9 million. Finance expenses for the year ended December 31, 2022 was \$108.4 million, an increase of \$63.0 million for the year ended December 31, 2022 was \$108.4 million, an increase of \$6.3 million of \$45.2 million for the year ended December 31, 2021. This increase was primarily the result of interest expense associated with financing arrangements, overdue trade payables to Volvo Cars, and net foreign exchange losses on financial activities.



Fair value change - Earn out rights

As part of the capital reorganization via the merger with GGI on June 23, 2022, Polestar issued earn-out rights. The gain on Fair value change - Earn-out rights for the year ended December 31, 2023 was \$443.2 million, a decrease of As part of the capital reorganization via the height with OGF on June 23, 2022, volume value changes in the gain on rain value changes in Earn-out rights in the year ended December 31, 2023. Was 344.5 minimic, a decrease of 345.8 million or 51% compared to 590.1 million for the year ended December 31, 2022, compared to 52.26 at the year ended December 31, 2022, to 80% as of December 31, 2022, compared to 52.26 at the year ended December 31, 2022, the 80% as of December 31, 2022, to 80% as of December 31, 2022, to 80% as of December 31, 2023. As the capital reorganization occurred on June 23, 2022, there is no comparison figure for 2021. The gain on the fair value change of the Earn-out liability for the year ended December 31, 2022, was \$902.1 million. These gains are primarily attributable to a decrease in Polestar's share price from \$11.2 on June 23, 2022 (i.e., the closing of the merger with GGI and issuance of the earn-out rights) to \$5.31 at the year ended December 31, 2022, to 80% as of December 31, 2022, to 80% as of December 31, 2022, to 80% as of December 31, 2022. The gain on the fair value change of the Earn-out liability for the year ended December 31, 2022, and increased market volatility. Leveraging on a benchmark of peers, the implied asset volatility used in the Monte Carlo simulation increased from 60% as of June 23, 2022, to 75% as of December 31, 2022. and increased market volatility. Leveraging on a benchmark of peers, the implied asset volatility used in the Monte Carlo simulation increased from 60% as of June 23, 2022, to 75% as of December 31, 2022.

Fair value change - Class C Shares

As part of the capital reorganization via the merger with GGI on June 23, 2022, Polestar exchanged rights and obligations to the public and private warrant instruments of GGI. The gain on the fair value change of these warrants (i.e., Class C Shares) for the year ended December 31, 2023 was \$22 million, a decrease of 13.1 million or 37% compared to \$35.1 million for the year ended December 31, 2022. This change is primarily attributable to a change in the price of the Class C-1 Shares and the estimated value of the Class C-2 Shares by \$0.88 or from \$1.12 for the year ended December 31, 2022, to \$0.24 for the year ended December 31, 2023. The gain on the fair value change of these warrants for the year ended December 31, 2022, was 35.1 million. These gains are primarily attributable to a decrease in the price of the Class C-1 Shares from \$2.52 on June 23, 2022 (i.e., closing of the merger with GGI and exchange of the warrants) to \$1.12 on December 31, 2022, and a decrease in the estimated value of the Class C-2 Shares from \$2.53 to \$1.12 over the same period

Polestar utilizes a binomial lattice model to calculate the value of the Class C-2 Shares which factors several inputs, including the changes in Polestar's share price, the implied volatility of Class C-1 Shares, and risk-free rate. During the year ended December 31, 2023, Polestar's share price decreased by \$3.05, from \$5.31 to \$2.26, implied volatility of publicly traded Class C-1 Shares decreased from 89% to 88%, and risk-free rate decreased from 4.01% to 3.93% over the same period.

Share of earnings in associate

During the year ended December 31, 2023, Polestar invested in Polestar Technology and owns 49% of Polestar Technology's equity. Related to its 49% ownership in Polestar Technology, Polestar recognized an expense of \$43.3 million. As this was the first year Polestar invested in Polestar Technology, there is no comparable period information. Polestar's carrying value of its investment in Polestar Technology was reduced to zero as a result of its share of Polestar Technology's losses.

Income tax benefit (expense)

Income tax benefit (expense) for the year ended December 31, 2023 was a benefit of \$7.1 million, an increase of \$36.8 million, or 124% compared to an expense of \$29.7 million for the year ended December 31, 2022. This was primarily driven by a decrease in deferred tax liabilities and an increase in deferred tax assets due to increased deductible temporary differences related to inventory and warranty, resulting in an increase in deferred tax benefit of phinary diversity a decrease in deferred tax habities and an increase in deferred tax based ucduction (high endowed and tax based ucduction) and decrements of the endowed and tax based ucduction (high endowed and tax based ucduction) and uncrease in deferred tax based ucductions (high endowed and endowed end taxes of \$1.5 million

B. Liquidity and capital resources

Polestar finances its operations primarily through the issuance of equity instruments, various short-term credit facilities, including working capital facilities, medium term loans with credit institutions and related parties, sale leaseback arrangements, inventory finance facilities and extended trade credit with related parties. Polestar anticipates it will continue to need to raise funding via these methods to meet the cash requirements to fulfill its obligations. The principal uses for liquidity and capital are funding operations, repayment of debt, market expansion, and investments in Polestar's future vehicles and automotive technologies.

Polestar continues to generate negative operating and investing cash flows as a result of scaling up commercialization efforts globally, along with continuing capital expenditures for the PS2, PS3, PS4, PS5, and PS6. Polestar does not expect to achieve positive cash flow from operations until late 2025. Managing the company's liquidity profile and funding needs remains one of management's key priorities. Substantial doubt about Polestar's ability to continue as a going concern persists as timely realization of financing endeavors is necessary to cover forecasted operating and investing cash outflow. Refer to *Note 2 - Significant accounting policies and judgements* in the accompanying Consolidated Financial Statements.

As of December 31, 2023 and 2022, Polestar had Cash and cash equivalents of \$768.9 million and \$973.9 million, respectively. Cash and cash equivalents consist of cash in banks with an original term of three months or less. As of December 31, 2023, the Group had

restricted cash of \$1.8 million which is presented as Other non-current assets in the Consolidated Statement of Financial Position. As of December 31, 2022, the Group did not have any restricted cash.

If Polestar's cash resources are insufficient to finance its future cash requirements, Polestar will need to finance future cash needs through a combination of public and/or private equity offerings, debt financings, or other means. To the extent Polestar raises additional capital through the sale of equity or convertible debt securities, the ownership interest of its shareholders may be diluted, and the terms of such securities may include liquidation or other preferences that adversely affect the rights of its existing shareholders. Debt financing, if available, may involve agreements that include covenants limiting or restricting Polestar's ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends. Any financing arrangements may require the payment of higher interest or preferred dividends, which will impact cash retention. There can be no assurance Polestar will be able to obtain additional funds. If Polestar is unable to raise additional funds through equity, debt financings, or other means when needed, it may be required to delay, limit, reduce, or, in the worst case, discontinue the production and sale of its vehicles as well as research and development and commercialization efforts and may not be able to fund continuing operations, all of which could adversely impact Polestar's sinal performance and position.

Polestar intends to continue developing its short and medium term financing relationships with European and Chinese banking partners and Polestar's related parties, including upsizing current facilities where applicable, while also continuing to explore potential equity or debt offerings.

Debt and equity financing

Equity

In March 2021, Polestar's Board of Directors distributed 18,032,787 shares of newly authorized Class B Shares at \$30.50 per share for proceeds of \$550 million; related issuance costs amounted to \$2.8 million. Of the 18,032,787 shares issued, 4,262,295 were issued to Geely. In July 2021, 17,345,079 Class A Shares were converted to Class B Shares.

On June 23, 2022, the Former Parent consummated a reverse recapitalization in which Polestar Holding AB and its subsidiaries became wholly owned subsidiaries of Polestar. US Merger Sub merged with GGI, pursuant to which the separate corporate existence of US Merger Sub cased and GGI became a wholly owned subsidiary of Polestar. Convertible notes, different classes of common stock, public warrants, and private warrants were converted into various equity instruments of Polestar. For additional information, see *Note 18 - Reverse recapitalization*.

Debt

Polestar enters into various debt arrangements with European and Chinese banking partners, related parties, and other financial institutions in the form of short-term and long-term funding to meet Polestar's capital needs.

Liabilities to Credit Institutions

During the periods presented in the accompanying Consolidated Financial Statements, Polestar utilized several short-term working capital loans, primarily originating from European and Chinese banking partners. These existing and developing relationships provide Polestar with a reliable source of short-term liquidity. All short-term working capital loans that have come due during the periods presented have been repaid on-time. Short-term working capital loans are primarily used for the purposes of achieving sales volumes.

Liabilities to credit institutions are in the form of loans from banks, loans from related parties, floor plan facilities, and sale leaseback facilities. As of December 31, 2023, total outstanding Liabilities to credit institutions was \$2,023.6 million. Refer to Note 25 - Liabilities to credit institutions for information on Polestar's working capital loans outstanding as of December 31, 2023.

During the year ended December 31, 2023, and 2022, respectively, Polestar had \$553 million and \$133 million in principal outstanding related to short-term working capital loans secured by our related party, Geely.

On February 27, 2023, Polestar amended it's twelve-month €350 million uncommitted secured green trade finance facility together with an accordion facility of up to €250 million originally dated February 28, 2022, with Standard Chartered Bank, Nordea Bank ABP, Citibank Europe PLC and ING Belgium SA/NV to, among other things, extend the facility availability for a further twelve months. On June 1, 2023, Polestar exercised the one-time only accordion option, increasing the available credit under the facility to €600 million. The outstanding principal balance as of December 31, 2023 was \$442.8 million. The initial facility carried interest at the three-month Euro Interbank Offering Rate plus 2.1%. Following the February 2023 amendment, the facility carries interest at three-month Euro Interbank Offering Rate plus 2.3% per annum. The facility has a repayment period of 90 days from drawdown of each loan under the facility.

As of December 31, 2023, and 2022, respectively, there was outstanding principal of \$442.8 million and \$288.7 million expiring in February 2024 and February 2023, respectively, related to this twelve-month uncommitted secured green trade finance facility. Outstanding principal is 100% secured by the new vehicle inventory financed via this facility in accordance with First-ranking English law.

Related Party financing

In July 2021, Geely and two other third-parties invested in non-interest-bearing convertible notes of \$35.2 million from Polestar. Of the \$35.2 million \$9.5 million is held by Geely. Polestar accounted for the convertible notes as Equity upon issuance and classified them within other contributed capital. As of December 31, 2022, all \$35.2 million of the convertible notes have been converted into 4,306,466 Class A Shares.

On November 8, 2023, Polestar amended the eighteen-month \$800 million term credit facility dated November 3, 2022, with one of its major shareholders, Volvo Cars, to increase the total borrowable amount under the facility to \$1,000 million and extend the term until June 30, 2027. Polestar was originally required to repay all draws in full, eighteen months from the date of the term facility agreement. The term facility agreement has an interest rate of floating six-month Secured Overnight Financing Rate ("SOFR") plus 4.97% per annum. The rate of interest on each loan made under the credit facility is the aggregation of the SOFR rate plus 4.97% per annum for

the six-month interest period set on the Quotation Day which is defined as two additional business days before the relevant interest period. Under this agreement, if Polestar announces an offering of shares of any class in the share capital, with a proposed capital raising of at least \$350 million, and no fewer than five institutional investors participating in the offering, then Volvo Cars has the right to convert the principal amount of any outstanding loans into equity. As of December 31, 2023, the facility was fully drawn with an outstanding principal balance of \$1,000 million.

On November 8, 2023, Polestar entered into an \$250 million term facility agreement with Geely. The term facility agreement allows for multiple draws and Polestar is required to repay the loans in full on June 30, 2027. The term facility agreement has an interest rate of floating six-month SOFR plus 4.97% per annum. The rate of interest on each loan made under the Credit Facility is the aggregation of the SOFR rate and the 4.97% per annum for the six-month interest period set on the Quotation Day which is defined as two additional business days before the first day of the relevant interest period. Under this agreement, if Polestar announces an offering of shares of any class in the share capital avising of at least \$350 million, and no fewer than five institutional investors participating in the offering, then Geely has the right to convert the principal amount of any outstanding loans into equity. As of December 31, 2023, the facility was fully drawn with an outstanding principal balance of \$250 million.

On December 8, 2023, Polestar, Geely, and Volvo Cars entered into agreements where Polestar transferred legal ownership of its unique PS3 tooling and equipment ("PS3 Tooling and Equipment") to Geely for subsequent use by Volvo Cars in the manufacturing of the PS3, as governed by the manufacturing agreement between Polestar and Volvo Cars ("PS3 Manufacturing Agreement"). The total amount transferred to Polestar by Geely was \$156.1 million (excluding value added tax) which consists of a base price for the transfer of the PS3 Tooling and Equipment (the "Base") and an additional sum for any costs related to future changes and modifications to the assets transferred (the "Cap"). Volvo Cars will pay Geely a fee calculated on the Base ("User Right Fee"), and per the terms of the PS3 Manufacturing Agreement Polestar will repay Volvo Cars for the User Right Fee through the piece price of each PS3 purchased. In the event the Cap is used, the amount of the utilization will be added to the Base and therefore equivalently adjust both the User Right Fee and Polestar's piece price price price price or each PS3 tooling and therefore equivalently adjust both the User Right Fee and Polestar's piece price price price price or each PS3 to Volvo Cars.

Neither the Base nor the Cap carries interest or mark-up. This provides Polestar a benefit as the value of the Base plus Cap that Polestar receives is less than the value of the Base plus Cap Polestar must repay to Geely. For this reason, a portion of the purchase price Polestar received from Geely must be accounted for as a capital contribution. Had Polestar entered into a loan with a bank in China around the same time, a fair market interest rate would have been 5.2%. Therefore, Polestar recognized the present value of total obligation as \$131.7 million by discounting the consideration received using 5.2%. The \$25.6 million difference between the Base plus Cap received and the present value of Polestar entered into a loan with a solution of the consideration from Geely to Polestar's obligation is recognized as a component of Other contributed capital (i.e., a capital contribution from Geely to Polestar').

Floor plan facilities

In the ordinary course of business, Polestar, on a market-by-market basis, enters into multiple low value credit facilities with various financial service providers to fund operations related to vehicle sales. The facilities are partially secured by the underlying assets on a market-by-market basis. As of December 31, 2023 and 2022, the aggregate amount outstanding under these arrangements to external credit institutions was \$122.8 million and \$31.3 million, respectively. Polestar maintains a working capital loan with the related party Volvo Cars that is presented separately in Interest bearing current liabilities - related parties within the Consolidated Statement of Financial Position. The aggregated amount outstanding as of December 31, 2023 and 2022 to related parties amounted to \$35.7 million, respectively.

Sale leaseback facilities

Polestar has also entered into contracts to sell vehicles and then lease such vehicles back for a period of up to twelve months. At the end of the lease back period, Polestar is obligated to re-purchase the vehicles. Due to this repurchase obligation, these transactions are accounted for as financial liabilities. As such, consideration received for these transactions was recorded as a financing transaction. As of December 31, 2023 and December 31, 2022, \$12.8 million and \$11.7 million of this financing obligation was outstanding, respectively.

Cash flows

All figures presented in the table below are in thousands of U.S. dollars unless otherwise stated. Additionally, certain 2021 and 2022 figures have been restated. Refer to Note 31 - Restatement of prior period financial statements for details.

	For the year ended December 31,			
	2023	2022	2021	
Cash used for operating activities	(1,859,842)	(1,089,295)	(314,555)	
Cash used for investing activities	(439,399)	(709,044)	(126,937)	
Cash provided by financing activities	2,093,304	2,082,486	909,237	

Cash used for operating activities

Cash used for operating activities for the year ended December 31, 2023 was \$1,859.8 million, an increase of \$770.5 million compared to \$1,089.3 million for the year ended December 31, 2022. The change is primarily attributable to net loss adjusted for non-cash expenses as well as negative changes in working capital during the year ended December 31, 2023. Negative changes in working capital which led to operating cash outflows in 2023 are largely attributable to increased Inventories, payments of Trade payables - primarily payments of related party trade payables to Volvo Cars, and higher interest payments related to Liabilities to credit

institutions and overdue trade payables with Volvo Cars. These operating cash outflows were partially offset by operating cash inflows resulting from the collection of Trade receivables.

In 2023, cash outflows related to the change in Inventories were \$358.4 million, materially as an effect of a build-up in inventory. This is an increase of \$172.0 million in cash outflow as compared to a cash outflow of \$186.4 million for the year ended December 31, 2022.

Compared to 2022 cash used for changes in Trade payables, accrued expenses, and other liabilities for the year ended December 31, 2023 was a cash outflow of \$459.0 million, an increase of \$481.0 million compared to a cash inflow of \$22.0 million for the year ended December 31, 2022. This was primarily the result of payments of related party trade payables to Volvo Cars of \$589.7 million.

Cash used to pay interest for the year ended December 31, 2023 was \$220.1 million, an increase of \$152.0 million compared to \$68.1 million for the year ended December 31, 2022. The change is primarily due to \$147.4 million and \$9.1 million in interest paid to credit institutions related to working capital loans and interest paid to Volvo Cars on past due payables, respectively.

Cash used for changes in Trade receivables, prepaid expenses, and other assets for the year ended December 31, 2023 was a cash outflow of \$151.6 million, a decrease of \$71.1 million compared to a cash outflow of \$222.7 million for the year ended December 31, 2022. The change is primarily due to a decrease of \$113.4 million in Trade receivables as a result of greater cash collections from both third and related parties, offset by an increase in related party trade receivables and accrued income from Volvo Cars of \$44 million.

Cash used for operating activities for the year ended December 31, 2022 was \$1,089.3 million, an increase of \$774.6 million compared to \$314.6 million for the year ended December 31, 2021. The change is primarily attributable to net loss adjusted for non-cash expenses as well as negative changes in working capital during the year ended December 31, 2022. Negative changes in working capital which led to operating cash outflows in 2022 are largely attributable to increased Trade receivables, increased Inventories, and higher interest payments related to Liabilities to credit institutions and overdue trade payables with Volvo Cars.

Cash provided by changes in Trade receivables, prepaid expenses, and other assets for the year ended December 31, 2022 was a cash outflow of \$222.7 million, a decrease of \$279.8 million compared to cash inflow of \$57.1 million for the year ended December 31, 2021. The change from a cash inflow to a cash outflow is primarily due to an increase of \$84.8 million in third party Trade receivables resulting from higher sales volumes, product mix and market mix, as well as an increase of related party trade receivables and accrued income from Volvo Cars of \$110.3 million.

In 2022, cash outflows related to the change in Inventories was \$186.4 million, as an effect of build-up in inventory following a general ramp up in business and a readiness to deliver on orders in 2023. This is a decrease of \$97.4 million in cash outflow as compared to a cash outflow of \$283.8 million for the year ended December 31, 2021.

Cash used to pay interest for the year ended December 31, 2022 was \$68.1 million, an increase of \$55.5 million compared to \$12.6 million for the year ended December 31, 2021. The change is primarily due to \$25.4 million and \$36.5 million in interest paid to credit institutions related to working capital loans and Volvo Cars on past due payables, respectively.

Compared to 2021, cash used for changes in Trade payables, accrued expenses, and other liabilities for the year ended December 31, 2022 was \$22.0 million, a decrease of \$474.8 million compared to \$496.8 million for the year ended December 31, 2022.

Cash used for investing activities

Cash used for investing activities for the year ended December 31, 2023 was \$439.4 million, a decrease of \$269.6 million compared to \$709 million for the year ended December 31, 2022. The change was primarily the result of less settlements with Volvo Cars and Geely for current and prior period investments in intellectual property related to the Polestar 2, Polestar 3, and Polestar 4, Additionally, in 2023, Polestar received proceeds from the disposal of assets classified as held for sale amounting to \$153.6 million. This decrease in investing cash outflows was partially offset by a cash settlement of \$137.4 million related to Property, plant, and equipment purchased mostly in the current year.

Cash used for investing activities for the year ended December 31, 2022 was \$709 million, an increase of \$582.1 million compared to \$126.9 million for the year ended December 31, 2021. The change was primarily the result of significantly more cash settlements with Volvo Cars and Geely for prior period investments in intellectual property related to the Polestar 2, Polestar 3 and Polestar 4. Polestar also made an investment of \$2.5 million in the fast-charging battery technology innovator, StoreDot, during the year ended December 31, 2022.

Cash provided by financing activities

Cash provided by financing activities was \$2,093.3 million for the year ended December 31, 2023 and \$2,082.5 million for the year ended December 31, 2022. Liquidity provided through financing was the result of 15 short-term working capital loans and two long-term related party loans. Polestar's borrowings provided \$4,670.1 million in gross cash proceeds during the period, of which \$1,478.9 million was sourced from 15 short-term working capital facilities with Chinese and European banking partners, \$1,500.4 million was sourced from ashort-term green trade revolving credit facility with a syndicate of European banks, \$1,407.3 million was sourced from multiple short-term low-value floorplan and sale-leaseback facilities, including a small credit facility with Volvo Cars. These gross cash proceeds were partially offset by principal repayments of \$2,553.0 million during the period, of which \$1,004.8 million was used to settle eight short-term working capital facilities, including the credit facility, with S10.04.8 million was used to settle amounts due on the green trade revolving credit facility with Volvo Cars.

Cash provided by financing activities for the year ended December 31, 2022 was \$2,082.5 million, an increase of \$1,173.2 million compared to \$909.2 million for the year ended December 31, 2021. The change was primarily the result of (1) the merger with GGI that occurred on June 23, 2022 resulting in total cash received in the transaction of \$1.4 million and (2) increased liquidity provided by

eight short-term working capital facilities secured by Polestar during the year ended December 31, 2022. The merger with GGI and related arrangements provided Polestar with gross cash proceeds of \$1.4 million, of which \$0.6 million was provided by Volvo Cars, \$0.3 million was provided by PIPE investors, and \$0.6 was provided by transfer from GGI to the group at close, less transaction costs of \$0.1 million. Polestar's borrowings provided \$2,149.8 million in gross cash proceeds during the period, of which \$1.021.9 million was sourced from seven short-term working capital facilities with Chinese banking partners, \$966.9 million was sourced from as sourced from assourced from seven short-term working capital facilities, including a small credit facility with Volvo Cars. These gross cash proceeds were partially offset by principal repayments of \$1,426.9 million during the period, of which \$604.8 million was used to settle three short-term working capital facilities, including the credit facility with Volvo Cars.

Contractual obligations and commitments

Polestar is party to contractual obligations to make payments to third parties in the form of short-term credit facilities, sale leaseback arrangements, and various other leasing arrangements. Polestar has also entered into capital commitments to purchase property, plant and equipment and intellectual property. Refer to Note 12 - Leases, Note 25 - Liabilities to credit institutions, and Note 29 - Commitments and contingencies in the accompanying Consolidated financial statements for more detail on contractual obligations and commitments.

The following table summarizes Polestar's estimated future cash expenditures related to contractual obligations and commitments as of December 31, 2023. All figures presented in the table below are in thousands of U.S. dollars unless otherwise stated. Additionally, certain 2021 and 2022 figures have been restated. Refer to Note 31 - Restatement of prior period financial statements for details. Payments due by period

	r ayments due by period				
	Total	Less than 1 year	Between 1-5 years	After 5 years	
Contractual obligations and commitments					
Capital commitments ¹	775,819	679,528	84,209	12,082	
Minimum purchase commitments ²	496,167	382,680	105,987	7,500	
Credit facilities, including sale leasebacks and floor plans ³	2,023,583	2,023,583	_	_	
Other liabilities, including floor plans - related parties ⁴	1,424,314	57,704	1,366,610	—	
Lease obligations including related parties ⁵	146,045	31,627	98,960	15,458	
Total	\$ 4,865,928 \$	3,175,122 \$	1,655,766 \$	35,040	

Capital commitments relate to Polestar's investment in PPE and intangible assets for the production of upcoming Polestar 3 models, Polestar 4, Polestar 5 and Polestar 6. Additionally, the remaining capital injections Polestar and applications of upcoming Polestar 3 models, Polestar 4, Polestar 5, Additionally, the remaining capital injections Polestar and upplications of upcoming Polestar 3 models, Polestar 4, Polestar 5, and Polestar 6. Additionally, the remaining capital injections Polestar 1 in subjects and the polestar 3 models, Polestar 4, Polestar 5, and Polestar 6. Additionally, the remaining capital injections Polestar 1 in subjects are included berein. The polestar 5 models commitment, an agreed minimum purchase volume, or an agreement minimum sales volume. In the event of a shortfall in purchases, a shortfall in sales, or Polestar 5 decision to Refer to Nate 25 - Liabilities to credit institutions for further details. Refer to Nate 27 - Related party remaxections for further details. Refer to Nate 12 - Leases for further details. 1. 2.

Off-balance sheet arrangements

Other than the capital commitments mentioned in "Contractual obligations and commitments" in this "Operating and Financial Review and Prospectus," Polestar does not maintain any off-balance sheet activities, arrangements, or relationships with unconsolidated entities (e.g., special purpose vehicles and structured finance entities) or persons that have a material current effect, or are reasonably likely to have a material future effect, on Polestar's Consolidated Financial Statements.

C. Non-GAAP Financial Measures

Polestar uses both generally accepted accounting principles ("GAAP," i.e., IFRS) and non-GAAP (i.e., non-IFRS) financial measures to evaluate operating performance, internal comparisons to historical performance, and other strategic and financial decision-making purposes. Polestar believes non-GAAP financial measures are helpful to investors as they provide useful perspective on underlying business trends and assist in period-on-period comparisons. These measures also improve the ability of management and investors to assess and compare the financial performance and position of Polestar with those of other companies.

These non-GAAP measures are presented for supplemental information purposes only and should not be considered a substitute for financial information presented in accordance with GAAP. The measures are not presented under a comprehensive set of accounting rules and, therefore, should only be read in conjunction with financial information reported under GAAP when understanding Polestar's operating performance.

The measures may not be the same as similarly titled measures used by other companies due to possible differences in calculation methods and items or events being adjusted. A reconciliation between non-GAAP financial measures and the most comparable GAAP performance measures is provided below.

Non-GAAP financial measures include adjusted operating loss, adjusted EBITDA, adjusted net loss, and adjusted free cash flow

Adjusted Operating Loss

Polestar defines adjusted operating loss as Operating loss, adjusted to exclude listing expense. This measure is reviewed by management and provides a relevant measure for understanding the ongoing operating performance of the business prior to the impact of the non-recurring adjusting item.

Adjusted EBITDA

Adjusted EBITDA is calculated as Net loss, adjusted for listing expense, Fair value change - Earn-out rights, Fair value change - Class C Shares, interest income, interest expense, Income tax benefit (expense), depreciation and amortization, and the impairment of Property, plant and equipment, Vehicles under operating leases, and intangibles assets. Adjusted EBITDA is defined as EBITDA, adjusted for certain income and expenses which are significant in nature and that management considers not reflective of ongoing operational activities. This measure is reviewed by management and is a relevant measure for understanding the underlying operating results and trends of the business

Adjusted Net Loss

Adjusted net loss is calculated as Net loss, adjusted to exclude Listing expense, Fair value change - Earn-out rights, Fair value change - Class C Shares. This measure represents Net loss, adjusted for certain income and expenses which are significant in nature and that management considers not reflective of ongoing operational activities. This measure is reviewed by management and is a relevant measure for understanding the underlying performance of Polestar's core business operations.

Adjusted Free Cash Flow

Adjusted free cash flow is calculated as Cash used for operating activities, adjusted for cash flows used for tangible assets and intangible assets. This measure is reviewed by management and is a relevant measure for understanding cash sourced from operating activities that is available to repay debts, fund capital expenditures, and spend on other strategic initiatives.

Unaudited Reconciliation of GAAP and Non-GAAP Results

All figures presented in the tables below are in thousands of U.S. dollars unless otherwise stated. Additionally, certain 2021 and 2022 figures have been restated. Refer to Note 31 - Restatement of prior period financial statements for details.

Adjusted Operating Loss

	For the year ended December 31,			
	2023	2022	2021	
Operating loss	 (1,479,966)	(1,285,103)	(960,125)	
Listing expense	_	372,318	_	
Adjusted operating loss	\$ (1,479,966) \$	(912,785) \$	(960,125)	

Adjusted EBITDA

		For the year ended December 31,				
	2023		2022	2021		
Net loss	(1,	94,831)	(477,455)	(969,298)		
Listing expense		_	372,318	_		
Fair value change - Earn-out rights	(4	143,168)	(902,068)	—		
Fair value change - Class C Shares		(22,000)	(35,090)	_		
Interest income		(32,280)	(7,658)	(1,396)		
Interest expenses		206,481	77,477	44,828		
Income tax benefit (expense)		(7,138)	29,660	(3,075)		
Depreciation and amortization		115,010	142,991	217,841		
Impairment of property plant and equipment, vehicles under operating leases, and intangible assets		351,241	_	_		
Adjusted EBITDA	\$ (1,)26,685) \$	(799,825) \$	(711,100)		

	For the year ended December 31,			
	2023	2022	2021	
Net loss	(1,194,831)	(477,455)	(969,298)	
Listing expense	_	372,318	_	
Fair value change - Earn-out rights	(443,168)	(902,068)	—	

Fair value change - Class C Shares		(22,000)	(35,090)	_
Adjusted net loss	\$	(1,659,999) \$	(1,042,295) \$	(969,298)
Adjusted Free Cash Flow				
	For the year ended December 31,			
		2023	2022	2021
Net cash used for operating activities		(1,859,842)	(1,089,295)	(314,555)
Additions to property, plant and equipment		(137,400)	(32,269)	(24,701)
		(457,364)	(674,275)	(102,236)
Additions to intangible assets		(+57,504)	(0/4,2/3)	(102,250)

D. Research and Development, Patents and Licenses, etc.

Full details of our research and development activities and expenditures are given under the description of the "Research and development expenses" in "Results of operations" within this "Operating and Financial Review and Prospects" section.

E. Trend information

Other than what is disclosed elsewhere in this Report, Polestar is not aware of any trends, uncertainties, demands, commitments, or events for the year ended December 31, 2023, that would reasonably be likely to have a material and adverse effect on revenues, income, profitability, liquidity, or capital resources or that would cause the disclosed financial information to be not necessarily indicative of future operating results or financial condition.

Please refer to "Key factors affecting operations" within this "Operating and Financial Review and Prospects" section for a discussion of known trends, uncertainties, demands, commitments, or events that are reasonably likely to have a material effect on revenues, income, profitability, liquidity, or capital resources that would cause the disclosed financial information to be not necessarily indicative of future operating results or financial condition.

F. Critical accounting estimates

Polestar prepares its Consolidated Financial Statements in accordance with the IFRS issued by the International Accounting Standards Board ("IASB"). The preparation of our Consolidated Financial Statements requires Polestar to make estimates, assumptions, and judgments that affect the reported amounts and related disclosures. All estimates, assumptions, and judgments are based on market information, knowledge, historical experience, and various other factors that Polestar determines reasonable under the circumstances. Actual results may differ from these estimates under different assumptions or conditions. Other companies in similar businesses may use different estimates, assumptions, and judgments which may impact the comparability of Polestar's Consolidated Financial Statements to those of other companies.

Refer to Note 2 - Significant accounting policies and judgements in the accompanying Consolidated Financial Statements for detailed discussion of all accounting policies and judgements applied by Polestar. The following paragraphs discuss the accounting estimates that are most critical to the portrayal of our financial condition and results of operations and that require significant, difficult, subjective, or complex judgements.

Revenue recognition-determining the transaction price of performance obligations included with sales of vehicles and variable consideration for volume related discounts to fleet customers

Included with the sale of each Polestar vehicle are stand-ready obligations for the provision of certain services and maintenance (e.g., connected services and certified vehicle maintenance). Polestar utilizes an expected cost plus a margin method for estimating the transaction price associated with these services and the price of the vehicle itself. This is determined to be the most suitable method for estimating stand-alone selling price due to the materiality and the nature of the services and goods delivered. The estimated transaction price allocated to each stand-ready obligation is recognized over time in accordance with the term of each service while the transaction price allocated to the delivery of the vehicle is recognized at a point in time on the delivery date.

Historically, the Company determined the stand-alone selling price associated with the delivery of the vehicles using the residual method. Effective from the fourth quarter of the year ended December 31, 2023, the Company transitioned from the residual method to the expected cost plus a margin method. Polestar transitioned away from the residual method as a result of new information leading to the refining of estimation techniques to provide a more relevant and appropriate estimate. Due to more experience, arising from our four consecutive years of car sales and the availability of more accurate data, we have determined that the expected cost plus a margin method is more suitable. This change has been accounted for prospectively as a change in accounting estimate in accordance with IAS 8, *Accounting Policies, Changes in Accounting Estimates and Errors* ("IAS 8"). The effect of this change in estimate when recalculating revenue and deferred revenue under the new approach is immaterial.

In determination of which method of estimating variable consideration would be most appropriate for Polestar's large fleet customers under IFRS 15.53, management determined that the most likely amount method for each contract is the most appropriate by considering the nature of Polestar's commercial operations during the year ended December 31, 2023. As Polestar's commercial operations began in the third quarter of the year ended December 31, 2020, has three years' worth of experience with fleet customers. Polestar can reasonably determine the probability of large fleet customers' ability to meet volume tiers set out by terms in their related Customer Relationship Agreements for the Volume Related Bonuses.

Intangible assets-capitalizing internally developed intellectual property and determining the useful lives

Polestar conducts various internal development programs for projects such as the PS5, PS6, and the PX2 high-performance electric motor. Programs are divided into the concept phase and the product development phase. In the concept phase, Polestar conducts exploratory research activities and designs an official development program. Management deems a project "program start" and it enters the product development phase if it is aligned with the business plan, financially sustainable, and estimated to contribute to future cash flow benefits. Upon the achievement of program start, internally developed intellectual property is capitalized in intangible assets. Determining program start for a project involves a significant amount of estimation with regards to the future cash benefit expected to flow from such project.

Polestar conducts an analysis to estimate the useful life for internally developed intellectual property, acquired intellectual property, and software at the point in time when they are capitalized in intangible assets. The estimation of useful life is heavily impacted by Polestar's contractual rights and obligations, technological complexities, and competitive pressures that influence technological advancements and obsolescence in the electric vehicle industry. The estimation of useful life ultimately impacts the amortization expense associated with intangible assets.

Impairment testing

Polestar conducts routine evaluations of intangible assets and goodwill for evidence of impairment indicators. At least annually and when impairment indicators exist, Polestar conducts impairment tests. Historically, Polestar conducted an impairment evaluation at a single CGU level as the PS1 and PS2 were the only model vehicles on the market and the business was managed as one interdependent operation with all tangible and intangible assets working together to generate cash inflows. With the development of models beyond the PS2, the capital intensive assets (i.e., intangible assets and property, plant, and equipment) used to generate future vehicles becomes largely independent, therefore leading to the generation of independent cash flows. As an example, the PS2, PS3, and PS4 are built upon different platforms giving each model its unique software and hardware design. For the purposes of considering corporate assets, Polestar conducts an impairment assessement of the COupany as a whole. The recoverable amounts of the CGUs are established through a calculation of value in use under a discounted future cash flow model that uses significant estimations regarding future cash flows as seen in the 2024-2028 business plan and an after-tax discount rate of 15.5%.

In order to measure the recoverability of the assets related to the CGUs, we estimated the value in use of each CGU. As a result of the recoverability analysis, we determined that the net book value of the assets related to PS2 exceeded their recoverable value as of December 31, 2023.

Polestar estimated that the book value of the assets related to CGU PS2 exceeded its recoverable value by \$351.2 million. Polestar recognized an impairment loss in the Consolidated Statement of Loss and Comprehensive Loss for the year ended December 31, 2023, recognizing \$351.2 million in Cost of sales. The impairment loss was allocated to the assets of the PS2 CGU on a pro-rata basis with the total amount of impairment in Cost of sales allocated to PPE, Vehicles under operating lease, and intangible assets.

In the third quarter of the year ended December 31, 2023, the European Union ("EU") Commission initiated discussions related to tariffs on new battery electric vehicles for passengers manufactured in China. Polestar's PS2s and PS4s are currently manufactured in Luqiao, China and Hangzhou Bay, China, respectively. The PS3 is scheduled to begin manufacturing in Chengdu, China and Charleston, South Carolina during the year ended December 31, 2024. The PS4 is scheduled to begin production in Busan, South Korea in 2025. Polestar recognizes there is uncertainty surrounding the outcome and potential impacts of this anti-subsidy investigation on the business since no formal decisions have been made as of December 31, 2023 by the EU Commission related to such tariffs. For this reason, there is uncertainty surrounding the magnitude of the total impact any final ruling may have. For this reason, it is possible the Group may have to recognize additional impairment if the regulation has a negative bearing on cash-flow forecasts under future forecasts and business plans.

Equity method investment

Polestar applies the equity method of accounting when we have significant influence over an investee. Accordingly, Polestar has an equity method investment in an associate, Polestar Technology, as we own 49% of its equity and 40% of the voting interest.

When there is objective evidence that its investment is impaired, or annually, Polestar will conduct an impairment assessment. Polestar will consider factors like financial distress, breach of contract, and other negative factors in its assessment.

Impairment of inventory

Polestar conducts routine evaluations of its inventories to ensure that the carrying value of inventories does not exceed net realizable value ("NRV"). NRV is based on the estimated selling price of inventories less, estimated costs of completion. If the carrying value of inventories are exceeds NRV, the surplus is recognized within Cost of sales, writing down the value of inventories to establish a new cost basis. Polestar conducts routine analyses to determine if estimated selling prices and estimated costs) used in the NRV calculation require changes and if additional impairment adjustments to inventories are required.

Valuation of loss carry-forwards

The recognition of deferred tax assets requires estimates to be made about the level of future taxable income and the timing of recovery of deferred tax assets. These estimates take into consideration forecasted taxable income by relevant tax jurisdiction. Unrecognized deferred tax assets are reassessed at each reporting date and recognized to the extent that management has sufficient objectively verifiable evidence available which would demonstrate that is has become probable that future taxable profits will be available against which they can be used.

Fair value measurement - methodologies for measuring the fair value of the financial liabilities related to the Class C-2 Shares and the contingent earn-out rights

The Class C-2 Shares and the contingent earn-out rights are derivative financial instruments that are carried at fair value through profit and loss. Quoted or observable prices for these financial instruments are not available in active markets, requiring Polestar to estimate the fair value of the instruments each period utilizing certain valuation techniques.

The fair value of the financial liability for the Class C-2 Shares is measured using a binomial lattice option pricing model that incorporates a geometric Brownian motion ("GBM") and references the observable price of the Class C-1 Shares. The Class C-1 Shares are almost identical instruments and are publicly traded on the NASDAQ (i.e., an active market). The inputs for this valuation technique include (1) the price of the Class C-1 Shares, (2) the implied volatility of the Class C-1 Shares, (3) the 5-year risk-free rate, and (4) the dividend yield of the Class C-2 Shares. Polestar considers these inputs to be primarily observable by reference to information on the Class C-1 Shares, and wailable to the public (e.g., the 5-year risk-free rate is available by reference to the 5-year trask-tree rate is available by reference to the 5-year trask-tree rate. The final fair value of the Class C-2 Shares is calculated as the probability-weighted present value over all modeled future payoff amounts.

The fair value of the financial liability for the Earn-out liability is measured using a Monte Carlo simulation. The inputs for this valuation technique include (1) the remaining term of the instrument, (2) the five earn-out tranches, (3) the probability of the Polestar's Class A Shares reaching certain daily volume weighted average prices during the earn out period resulting in the issuance of each tranche of Class A Shares and Class B Shares, as determined by leveraging the implied volatility of the Class A Shares, and (4) the 5-year risk-free rate. The implied volatility of the Class A Shares is the more significant input to the Monte Carlo Simulation and is unobservable, requiring Polestar to calculate this input by reference to estimations of the asset volatilities of common equity of peers. This results in a Level 3 measurement methodology.

Fair value measurement - methodologies for measuring the fair value of RSUs and PSUs granted to employees under the 2022 Omnibus Incentive Plan

The fair value of RSUs is determined by reference to the Group's share price. The fair value of PSUs is determined by calculating the weighted-average fair value of the units linked to market-based vesting conditions and the units linked to non-market based vesting conditions. The units linked to non-market-based vesting conditions are fair value of PSUs is determined by reference to the Group's closing share price and the units linked to market-based vesting conditions are fair value of PSUs is determined by reference to the Group's closing share price and the units linked to market-based vesting conditions are fair value of price and shares of the per group over the performance period are calculated assuming a GBM. For each simulation path, the payoff amount of the awards is calculated as the simulated price of the Class A Shares multiplied by the simulated total shareholder return vesting (i.e., the number of awards simulated to vest based on the probability of achievement of certain performance conditions) and then discounted to the grant date at the term-matched risk-free rate. Inputs related to the calculation of the fair value of PSUs include leveraging an implied volatility, a peer group historical average volatility, a risk free rate, a simulation term, a dividend yield, and multiple simulation iterations.

Recent accounting pronouncements

Certain new accounting standards and interpretations have been issued by the IASB but are not yet effective for the December 31, 2023 reporting period and have not been early adopted by Polestar. These standards are not expected to have a material impact on Polestar's Consolidated Financial Statements in current or future reporting periods. Refer to Note 2 - Significant accounting policies and judgements in the accompanying Consolidated Financial Statements for information on the new standards.

Quantitative and qualitative disclosures about market risk

Polestar is exposed to certain market risks in the ordinary course of business. These risks primarily consist of foreign exchange risk, interest rate risk, credit risk, and liquidity risk. Refer to Note 3 - Financial risk management in the accompanying Consolidated Financial Statements for detailed discussion of these risks and sensitivity analyses.

Foreign currency exchange risk

The global nature of Polestar's business exposes cash flows to risks arising from fluctuations in exchange rates. Relative changes in the currency rates have a direct impact on Polestar's operating income, finance expense, Consolidated Statement of Financial Position and Consolidated Statement of Cash Flows. The Group performed a sensitivity analysis examining the potential impact of a change in foreign exchange rates on loss before income taxes. The analysis was performed by varying a 10% change in foreign exchange rates as of December 31, 2023. The Group was primarily exposed to changes in CNY/SEK, GBP/SEK, and USD/SEK foreign exchange rates, resulting in exposures to loss before income taxes of \$14.2 million, \$10.6 million, and \$3.2 million provides not currently utilize hedging arrangements to mitigate the impact of currency exchange rate fluctuations for the business operations. Polestar continually assesses its exposure to exchange rate risks and will continue to explore mitigating arrangements.

Translation exposure risk

Currency translation risk arises from the consolidation of foreign subsidiaries that maintain net assets denominated in functional currencies other than USD (i.e., the functional currency of the Former Parent). At each reporting date, assets and liabilities denominated in a foreign currency are translated to the functional currency using the closing exchange rate and items of income and expense are translated at the monthly average exchange rate. Such currency effect is recorded in the Consolidated Statement of Comprehensive Loss. The Group is primarily exposed to currency translation risk from subsidiaries with functional currencies in the SEK, EUR, CNY, and GBP.

Transaction exposure risk

Currency transaction risk arises from future commercial transactions and recognized assets and liabilities denominated in a currency that is not the functional currency of the relevant Polestar entity. Primarily, Polestar is exposed to currency transaction risk in entities with SEK and CNY as the functional currency. The primary risks in these entities are CNY/SEK, GBP/SEK, and USD/SEK due to trade receivables, trade payables and short-term credit facilities.



Market volatility risk

Polestar is exposed to market volatility risk through the financial liabilities for the Class C Shares and earn-out rights. These instruments are carried at fair value with subsequent changes in fair value recognized in the Consolidated Statement of Loss and Comprehensive Loss at each reporting date. The Class C-1 Shares are publicly traded on the Nasdaq. The Class C-2 Shares and earn-out rights are not publicly traded and require Level 2 and Level 3 fair value measurements, respectively. As a result, market volatility has a direct impact on the changes in the fair value of these financial liabilities during each reporting period.

Interest rate risk

Polestar's main interest rate risk arises from short-term Liabilities to credit institutions with variable rates, which exposes Polestar to cash flow interest rate risk. As of December 31, 2023 and 2022, the nominal amount of liabilities to credit institutions with floating interest rates was \$1,923.8 million and \$819.4 million, respectively. Polestar closely monitors the effects of changes in the interest rates on its interest rate risk exposures. The Group performed a sensitivity analysis examining the effect on profit or loss and equity of a parallel shift of the interest rate curves up or down by one percent on loans without fixed interest rates. The analysis resulted in a fluctuation on profit or loss of \$10.0 million as of December 31, 2023. This analysis assumes that all other variables, in particular foreign currency rates, remain constant. The calculation considers the effect of financial instruments with variable interest rates, and the fixed rate element of interest rate caps. Polestar currently does not take any measures to hedge interest rate risks. Interest rate

Credit risk

Polestar is exposed to counterparty credit risks if contractual partners (e.g., fleet customers) are unable or only partially able to meet their contractual obligations. Polestar's credit risk can be divided into financial credit risk and operational credit risk. Credit risk encompasses both the direct risk of default and the risk of a deterioration of creditworthiness as well as concentration risks.

Financial credit risk

Financial credit risk on financial transactions is the risk that Polestar will incur losses as a result of non-payment by counterparties related to Polestar's bank accounts, bank deposits, derivative transactions, and other liquid assets. In order to minimize financial credit risk, Polestar has adopted a policy of dealing with only well-established international banks or other major participants in the financial markets as counterparties. Further, Polestar also considers the credit risk assessment of Polestar's counterparties by the capital markets and priority is placed on high creditworthiness and balanced risk diversification. The rating of financial counterparties used during the years ended December 31, 2023, 2022 and 2021 were in the range of BBB to A+.

Operational credit risk

Operational credit risk arises from Trade receivables. It refers to the risk that a counterparty will default on its contractual obligations which would, in turn, result in financial loss to Polestar. Polestar's Trade receivables mostly consist of receivables resulting from the global sales of vehicles and technology. The credit risk from Trade receivables encompasses the default risk of customers. Polestar evaluates for concentrations of credit risk at the customer level based on the outstanding Trade receivables balance of each respective customer account. As of December 31, 2023, two unrelated parties accounted for \$23,635 (13%), and \$19,205 (10%) of the Group's total Trade receivables (i.e., Trade receivables plus Trade receivables). As of December 31, 2022, an unrelated party accounted for \$26,649 (13%) of Polestar's total Trade receivables. Historically, Polestar has not incurred any losses from these customers, and it does not have any contractual right to off-set its payables and receivables.

Polestar has five categories of customers when considering sales of vehicles: (1) end customers who pay up-front for vehicles, (2) fleet customers, (3) dealers, (4) importers, and (5) financial service providers. All credit risk related to sales to end customers who pay up-front for vehicles is eliminated due to the nature of the payment. To reduce risk related to fleet customers, credit risk reviews are performed prior to entering into related sales agreements. Depending on the creditworthiness of its customers, Polestar may establish credit limits to reduce credit risk. For sales to dealers and importers, title to Polestar vehicles remains with Polestar until the invoice is paid in full, which is generally on the invoice date or the day after (i.e., payment is received before the vehicle ships and credit risk is thereby mitigated). Polestar sells vehicles to financial service providers, who then form separate contractual relationships with end customers. To reduce the risk related to such financial service providers, Polestar has selected a few credible financial providers in each market. Credit risk reviews, establishment of credit limits, and selection of credible financial service providers, globally. The maximum amount of credit risk exposure is the carrying amount of Trade receivables.

Liquidity risk

Liquidity risk is the risk that Polestar is unable to meet ongoing financial obligations on time. Polestar faces liquidity risk as all loans from financial institutions are short-term in nature, generally with a credit term of one year or less. Trade payables with related parties represent working capital arrangements under which Polestar's liquidity needs are highly dependent on the continued flexible payment terms offered to Polestar by its related parties. These flexible payment terms are not a contractual right and may be called upon in the future. Refer to *Note 27 - Related party transactions* in the accompanying Consolidated Financial Statements for additional information on these arrangements.

Polestar needs to have adequate cash and highly liquid assets on hand to ensure it can meet its short-term financing obligations and other working capital needs. Polestar manages its liquidity by holding adequate volumes of liquid assets such as cash, cash equivalents and accounts receivable, by maintaining credit facilities in addition to the cash inflows generated by its business operations, and through historical capital contributions from private equity investors. As of December 31, 2023 and 2022, Polestar held Cash and cash equivalents of \$768.9 million and \$973.9 million, respectively, that were available for managing liquidity risk. Polestar entered into short-term financing arrangements with credit institutions to enhance short term liquidity and financing needs. Refer to *Note 23 - Liabilities to credit institutions* in the accompanying Consolidated

Financial Statements for further details on short-term borrowings. Polestar's short-term and mid-term liquidity management takes into account the maturities of financial assets and financial liabilities and estimates of cash flows from business operations.

Polestar has established a liquidity risk management framework for management of its short, medium and long-term funding and liquidity management requirements and prepares long-term planning in order to mitigate funding and refinancing risks. Depending on liquidity needs, Polestar will enter into financing and debt agreements and/or lending agreements. All draws on loans are evaluated against future liquidity needs and investment plans.

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

A. Directors and Executive Officers

The directors and executive officers of Polestar are as follows:

Name	Age	Title
Håkan Samuelsson	73	Director (Chairman)
Thomas Ingenlath	60	Chief Executive Officer and Director
Per Ansgar	61	Chief Financial Officer
Carla De Geyseleer	56	Director
Karen C. Francis	61	Director
Donghui (Daniel) Li	54	Director
Dr. Karl-Thomas Neumann	63	Director
David Richter	56	Director
James (Jim) Rowan	58	Director
Prof. Dr.he Winfried Vahland	67	Director
Zhe (David) Wei	53	Director

Executive Officers

Thomas Ingenlath joined Polestar as its Chief Executive Officer in July 2017 from Volvo Cars, where he served as the Senior Vice President of Design from July 2012. Mr. Ingenlath has also been a member of the Board since April 2022. Prior to joining Polestar, he held various design management roles at Škoda Auto from December 1999 to December 2005 and the Volkswagen Group from January 2006 to December 2011. Mr. Ingenlath brings over 20 years of design, innovation and leadership experience in the automotive industry to Polestar. Mr. Ingenlath holds an undergraduate Diplom degree from Pforzheim University in Transportation Design and a Masters of Art from the Royal College of Art in vehicle design.

The Company believes that Mr. Ingenlath is qualified to serve on the Board based on his significant executive experience at Polestar and in the automobile industry.

Per Ansgar joined Polestar as its Chief Financial Officer in January 2024 from Geely Sweden Holdings AB, where he served as Chief Financial Officer from June 2023 to January 2024. Previously, he served as Deputy CFO of Volvo Cars from May 2021 to May 2023. Mr. Ansgar brings close to 30 years of experience in the automotive industry, including key financial controlling positions within Volvo Cars. Among other positions within Volvo Cars, Mr. Ansgar Served as CFO of Volvo Cars China from September 2010 to January 2013, and Head of Group Reporting Controlling from February 20219 to May 2021. Mr. Ansgar holds a Masters in Industrial Engineering and Management from Linköping University of Technology.

Non-Employee Directors

Håkan Samuelsson has served as Chairman of the Board since June 2022 and joined the Former Parent Board in May 2020. Mr. Samuelsson also served as a director of Volvo Cars from August 2010 to March 2022 and as President and Chief Executive Officer of Volvo Cars from October 2012 to March 2022. Mr. Samuelsson started his professional career in 1977 at Scania Group, where he worked for more than 20 years and joined the executive board in January 1996. In 2000, Mr. Samuelsson joined MAN AG and became its Chief Executive Officer in 2005. Mr. Samuelsson has also served as a director of Ideella foreningen Teknikarbetsgivarna i Sverige since July 2013, a director of Ideella Corentegen i Sverige since July 2013, a director of Ideella Constrant Co., Ltd. since 2017 and a deputy board member of Volvo Trademark Holding Aktiebolag since April 2013. Previously, Mr. Samuelsson was a director at AB Volvo from April 2016 to May 2018, a director at China-Euro Vehicle Technology Aktiebolag from May 2013 to March 2019, a director at Lynk & Co Europe AB from November 2018 to September 2020. Mr. Samuelsson holds a Master of Science Degree in Mechanical Engineering from KTH Royal Institute of Technology, Sweden.

The Company believes that Mr. Samuelsson is qualified to serve on the Board based on his significant executive experience in the automotive sector.

Carla De Geyseleer has served on the Board since June 2022 and joined the Former Parent Board in September 2020. Since September 2022, Ms. De Geyseleer also serves as the Chief Financial Officer of Schindler Holding Ltd. Ms. De Geyseleer served as the Chief Financial Officer of Société Générale de Surveillance ("SGS"), a Swiss-based publicly listed company specialized in testing,

inspection and certification services, from November 2014 to October 2019. Prior to her role at SGS, Ms. De Geyseleer served as the Chief Financial Officer at telecom firm Vodafone Libertel in the Netherlands from April 2012 to October 2014 and as a director of financial controlling at Vodafone Germany from April 2010 to April 2012. She also worked for 15 years at the logistics company DHL Express, where she held responsibilities in various operational and corporate positions in multiple countries from 1995 to 2010. Ms. De Geyseleer started her career as an auditor with accountancy firm EY LLP in Belgium. Since September 2019, Ms. De Geyseleer has also served as a director and chair of the audit committee at Hill AG in Lichtenstein. Ms. De Geyseleer holds a Master's degree in Economic and Financial Sciences, with a specialization in Accounting, and an Executive MBA from the Institute for Management Development in Lausanne, Switzerland.

The Company believes that Ms. De Geyseleer is qualified to serve on the Board based on her significant experience as a financial executive of publicly listed companies and her experience in the automotive sector.

Karen C. Francis has served on the Board since June 2022. Ms. Francis has served as the Chair of the board of directors of Vontier Corporation (NYSE: VNT) ("Vontier"), a spinoff from Fortive Corporation focused on mobility and transportation businesses, since its spin-off in 2020. She also serves as a member of the Compensation & Management Development Committee for Vontier. Ms. Francis has also served as director of TuSimple Holdings Inc. (NASDAQ: TSP) from December 2020 to November 2022, where she also served in the Audit and Compensation Committees. Additionally, since July 2021, Ms. Francis serves as Senior Advisor to TPG Capital and is an independent director for private equity and venture capital funded companies in Silicon Valley, including Metawave since Augus 2018, Nauto Since April 2016 and Wind River from July 2019 to December 2022. Turthermore, Ms. Francis has also served as Chair of the board of directors of CelLink Corporation since October 2021. Recently, from March 2021 to November 2021, Ms. Francis served and as Audit Chair of Reinvent Technology Partners Y (NASDAQ: RTPYU), which merged with Aurora Innovation, Inc. From December 2016 to November 2019, Ms. Francis also served on the board of directors of Telenay, Inc., (NASDAQ: TNAV), where she served as lead independent director, chair of the Compensation Committee and a member of the Nominating and Governance Committee of Telenay, Inc., Prior to joining Telenay, Inc., (Ms. Francis served as director of The Hanover Insurance Group, Inc. (NYSE: THG) from May 2014 to May 2017 and AutoNation, Inc. (NYSE: AN) from February 2016 to April 2018. Ms. Francis served as Chief Executive Officer of AcademixDirect, Inc., a technology innovator in education, from 2009 to 2017. Francis was Chairman and Chief Executive Officer of Publicis & Hal Riney, based in San Francis co and part of the Publicis global advertising and marketing network. From 2001 to 2000, Ms. Francis was Chairman and Chief Executive Officer of Publicis & Hal Riney, based in San Francis ser

The Company believes that Ms. Francis is qualified to serve on the Board based on her significant experience in the automotive sector, her knowledge in corporate governance and her track record of successfully building companies and businesses across multiple industries.

Donghui (Daniel) Li has served on the Board since June 2022 and joined the Former Parent Board in May 2020. Mr. Li serves as the Chief Executive Officer of Geely since November 2020. Mr. Li joined Geely in April 2011 as Vice President and Chief Financial Officer and has served as a director of Geely Since November 2011. From May 2011 to April 2014, he served as Executive Director of Geely Automobile Holdings Co., Ltd. (HK.0175) and from June 2016 to November 2020, he served as Executive Vice President and Chief Financial Officer of Geely. In April 2012, Mr. Li was appointed as a director of Vice Oras. In July 2016, he was appointed the position of Executive Director and Vice Chairman of Geely Automobile Holdings Co., Ltd. (HK.0175). Mr. Li has also served as a chairman of Group Lotus and a director of Proton Holdings since September 2017. Mr. Li has been the Chairman of the Board of Lotus Technology since November 2021. Lotus Technology was listed on Nasdaq in February 2024 (Nasdaq: LOT). From September 2018 to March 2021, Mr. Li has served as chairman of LEVC Global since April 2021. In July 2023, he was also appointed as Geely's nominated shareholder representative Non-executive Director of Aston Martin Lagonda Global Holdings plc. Mr. Li holds an MBA degree from the Indiana University Kelley School of Business and graduated from the Beijing Institute of Machinery with a Master's degree in management engineering (with a focus on financial management). He also holds a Bachelor's degree in philosophy from China Renmin University.

The Company believes that Mr. Li is qualified to serve on the Board based on his significant executive experience in the automotive sector and his experience in operational management in China.

Dr. Karl-Thomas Neumann has served on the Board since June 2022. Dr. Neumann joined the Former Parent Board in February 2022. Dr. Neumann is the Chief Executive Officer and Founder of KTN Investment and Consulting since March 2018. He also serves as a director of indie Semiconductor, Inc. since June 2021 and as a director of South Korea based Hyundai-Mobis since March 2019, and as a member of the Advisory Board of SK-On since February 2024. From April 2018 to June 2019, Dr. Neumann held a management position at Canoo Inc., an electric vehicles company, where his responsibilities included technology and marketing. From March 2013 to March 2013, he was Executive Vice President 6 Volkswagen Group China in Beijing from September 2010 to August 2012. Prior to this position, he held a number of management position at Volkswagen, beginning in 1999 as Head of Research and Director of Electronics Strategy, From 2004 to 2009, Dr. Neumann was a member of the Executive Board at German automotive supplier Continental AG, responsibility for electric propulsion. From August 2008 to September 2009, pr. Neumann began his professional career at the Fraunhofer Institute as a research engineer before moving to Motorol Semiconductor, where he worked as an engineer and strategy director responsibility for electric propulsion. Dr. Neumann helds a Ph.D. in Microelectronics from the University of Dursturg.

The Company believes that Dr. Neumann is qualified to serve on the Board based on his significant executive experience in the automotive sector

David Richter has served on the Board since June 2022 and joined the Former Parent Board in May 2020. Mr. Richter has wide experience at high-growth technology companies, including leading business development, corporate development, legal, finance and product teams. Mr. Richter has been the Vice President of Business and Corporate Development at DoorDash, Inc. (NYSE: DASH) since July 2021. He has also represented DoorDash on the Board of Flink SE since 2023 and Yassir EURL since 2022. Prior to joining DoorDash, Inc, he worked at Lime from October 2018 to July 2020. He also held the position of Vice President, Global Head of Business and Corporate Development, at Uber Technologies, Inc. ("Uber") (NYSE: UBER) from June 2017 through May 2018, leading the business development, corporate development and experiential marketing teams. Mr. Richter first joined Uber in January 2014 as Vice President, Strategic Initiatives. While at Uber, Mr. Richter was also a member of the Executive Leadership Team reporting to the Chief Executive Officer. Mr. Richter holds a J.D. from Yale Law School and a B.A. from Cornell University.

The Company believes that Mr. Richter is qualified to serve on the Board based on his significant experience in the fast-moving shared mobility industry and as a business development and start-up executive

James (Jim) Rowan has served on the Board since June 2022. Mr. Rowan joined Volvo Cars as its Chief Executive Officer in March 2022. Prior to his role at Volvo Cars, Mr. Rowan worked with Ember Technologies, Inc. as a director and its Chief Executive Officer from February 2021 to March 2022. Previously, Mr. Rowan served at Dyson as Chief Operating Officer from August 2012 to September 2017, Chief Executive Officer from September 2017 to April 2020 and as a director from August 2012 to July 2020. Mr. Rowan also served as the Chief Operating Officer of BlackBerry (NYSE: BB) from December 2007 to August 2012, Executive Vice President at Celestica from January 2005 to October 2007 and Vice President of Operations at Flex from February 1998 to January 2005. Mr. Rowan also serves as a member of the Shareholders' Committee of Henkel AG since April 2021. He has also served on the board of Lynk & Co since March 2022. Mr. Rowan was a senior advisor to the global investment firm KKR & Co. Inc. (NYSE: KKR) between November 2020 and February 2022. He was the Chief Operating officer of a Neurophysical and envisor to the global investment firm KKR & Co. Inc. (NYSE: KKR) between November 2020 to February 2022. Earlier in his career, Mr. Rowan also held senior management positions at International from August 2020 to February 2022, and a director at Nanofilm Technologies International Limited from October 2020 to February 2022. Earlier in his career, Mr. Rowan also held senior management positions at International Lomponents Corporation and was the founder of Electroconnect, a specialist contract electronics manufacturer, which was acquired by Prestwick Holdings in 1992. Mr. Rowan also helds a Master's degree in Business with specializations in supply chain management and logistics. Mr. Rowan also holds certifications from Glasgow College of Technology and Glasgow Caledonian University, including a Mechanical Engineering Apprenticeship, as well as an HNC in Mechanical and Production Engineering and an ONC in Electrical & Electr

The Company believes that Mr. Rowan is qualified to serve on the Board based on his significant global experience as a technology executive.

Zhe (David) Wei has served on the Board June 2022. Mr. Wei has over 20 years of experience in both investment and operational management in China. Prior to launching Vision Knight Capital, a private equity investment fund, in 2011, Mr. Wei served from 2007 to 2011 as an executive director and the Chief Executive Officer of Alibaba.com Limited, a leading worldwide wholesale e-commerce company wholly owned by the Alibaba Group (NYSE: BABA). Mr. Wei was the president, from 2002 to 2006, and chief financial officer, from 2000 to 2002, of B&Q (China) Co., Ltd., a subsidiary of Kingfisher PLC, a leading home improvement retailer in Europe and Asia. From 2003 to 2006, Mr. Wei was also the chief representative for Kingfisher's China sourcing office, Kingfisher Asia Limited. Prior to joining B&Q and Kingfisher, Mr. Wei served as the head of investment banking at Orient Securities Company Limited from 1998 to 2000 and as corporate finance manager at Coopers & Lybrand (now part of PricewaterhouseCoopers) from 1995 to 1998. Mr. Wei was appointed as an independent non-executive director of PCCW Ltd. (HKSE: 0008) ("PCCW") in November 2011 and was re-designated as a non-executive director of PricewaterhouseCoopers) from 1995 to 1998. Mr. Wei was appointed as an independent non-executive director of PCCW Ltd. (HKSE: 0008) since April 2016 and as a director at JUST) from June 2011 and was re-designated as a non-executive director of Informa PLC (LON): INF) from June 2018 to May 2019, a director of Zall Smart Commerce Group Limited (HKSE: 01538) from April 2015 to June 2020, an independent director of Leju Holdings Limited (HKSE: 01538) from April 2015 to June 2020, an independent director of Leju Holdings Limited (NYSE: DIS) from March 2018 to April 2021, an independent director of Several private companies. Mr. Wei holds a Bachelor's degree in international business management from Shanghai International Studies University and has completed a corporate finance program at the London Business School. School.

The Company believes that Mr. Wei is qualified to serve on the Board based on his significant experience in investment and operational management in China.

Prof. Dr.hc Winfried Vahland has served on the Board since January 2024. Prof. Dr.hc Winfried Vahland has 40 years of broad and international experience in the automotive industry, beginning his career at Adam Opel AG in 1984 and spending 25 years holding various executive positions withing the Volkswagen Group from 1990, with his most recent position serving as CEO of Skoda from 2010 to 2015. Prof. Dr.hc Vahland served on the Volvo Cars Board from 2019 to 2024, and currently serves as Honorary Chairman of the Supervisory Board of EuroCar AG., as well as a Member of the Supervisory Board of Proton Holding serving as CEO of Skoda from 2010 to 2015. Prof. Dr.hc Vahland served on the Volvo Cars Board from 2019 to 2024, and currently serves as Honorary Chairman of the Supervisory Board of EuroCar AG., as well as a Member of the Supervisory Board of Proton Holdings Berhad and Vibracoustic SE. He also served as Chairman of the supervisory board of Eldor Corporation S.p.A from 2016 to 2023. Prof. Dr.hc. Vahland holds a Master's Degree in Mechanical Engineering and Business Administration from GML Engineering & Management Institute, Michigan, United States. He was deemed an honorary doctor in Mechanical Engineering by the Dalian University of Technology in China, and in Economics by the University of Economics in Prague, Czech Republic.

The Company believes that Prof. Dr.hc Vahland is qualified to serve on the Board based on his significant experience in the automotive industry

Board Diversity

Board Diversity Matrix (As of December 31, 2023)

Country of Principal Executive Offices	Sweden				
Foreign Private Issuer	Yes				
Disclosure Prohibited under Home Country Law	No				
Total Number of Directors	9				
	Female	Male		Non-Binary	Did Not Disclose Gender
Part I: Gender Identity					
Directors	2	7		0	0
Part II: Demographic Background					
Underrepresented Individual in Home Country Jurisdiction			0		
LGBTQ+			0		
Did Not Disclose Demographic Background			1		

B. Executive Officer and Director Compensation

Compensation of Polestar's Key Management and Directors

The aggregate amount of compensation, including cash, equity awards and other benefits the Company's executive officers (Thomas Ingenlath, Polestar's Chief Executive Officer, Johan Malmqvist, Polestar's former Chief Financial Officer, and Dennis Nobelius, Polestar's former Chief Operating Officer) received from Polestar for the year ended December 31, 2023 was approximately SEK 39,517,836 (or TUSD3,932). The compensation paid to Polestar's executive officers in fiscal year 2023 consisted of base salary, short-term variable pay, equity awards and the value of pension benefits and other employee benefits.

Incentive Programs

Polestar Bonus Program

All employees of Polestar, including each of the Company's executive officers, participate in the Polestar Bonus Program, a short-term cash incentive program, for which key performance indicators ("KPIs") and the pay-outs are approved by the Board annually. Under the Polestar Bonus Program, employees are eligible to receive an annual cash bonus based on generally applicable and market-specific KPIs. At the end of the applicable performance period, the Board determines the achievement of the relevant performance metrics.

For fiscal year 2023, the Polestar Bonus Program was based on the following four KPIs: (i) operational growth (retail deliveries); (ii) financial growth (EBIT); (iii) customer experience; and (iv) quality. After the conclusion of the fiscal year 2023 performance period on December 31, 2023, the Board determined that there will be no cash bonus payout for eligible employees, despite reaching some of the KPIs.

Performance Targets								
Metric	Weighting	Threshold	On target	Maximum	Actual	% Vesting	% Of max bonus opportunity	
Operational Growth	30%	75%	100%	200%	%	%	%	
Financial Growth	30%	75%	100%	200%	106.0%	106.0%	53.0%	
Customer Experience	25%	75%	100%	200%	114%	114%	57%	
Quality	15%	75%	100%	200%	200%	200%	100%	
Total						9051%	4526%	

	Financial measures (% of bonus achieved, max 100%)		(%, max 100%)		Bonus amount (SEK)
Thomas Ingenlath	26.5%	78.5%	4526%	9051%	0*

* The board decided that there will be no cash bonus payout in 2023 bonus program due to the company's financial performance. To support retention a one-time Share Based Retention Program will be introduced for all bonus eligibile employees, including the CEO. A number of shares, corresponding to the employee's bonus eligibility, will be granted with a twelve-month holding period.

Employee Agreements

During the last financial year, Messrs. Ingenlath, Malmqvist (former Chief Financial Officer) and Nobelius (former Chief Operating Officer) were each party to an employment agreement with Polestar. Mr. Ingenlath remains employed by Polestar to date, whilst Messrs. Malmqvist and Nobelius have left the Company. Pursuant to the employment agreements with Messrs. Ingenlath, Malmqvist and Nobelius, each such executive was eligible to receive an annual base salary and vacation pay and to participate in Polestar's cash incentive programs (as described above). In addition, each executive is eligible to participate in Polestar's company car scheme, with a portion of the cost borne by the executive, and to participate in Collectively and contractually agreed pension and insurance benefit schemes and in accordance with Swedish law. Mr. Ingenlath, Mr. Nobelius and Mr. Malmqvist are entitled to health care insurance at the expense of Polestar. Mr. Malmqvist was also entitled to housing benefit during 2023.

Messrs. Ingenlath, Malmqvist and Nobelius were each subject to restrictive covenants under their employment agreements relating to assignment of intellectual property and confidentiality. In addition, Messrs. Ingenlath, Malmqvist and Nobelius were subject to restrictive covenants relating to non-competition, non-solicitation of customers and non-solicitation and non-hire of employees during the term of their employment. In the event Mr. Ingenlath, Malmqvist or Nobelius breaches any restrictive covenant under their average monthly gross salary.

Messrs. Ingenlath, Malmqvist and Nobelius' employment may be terminated by Polestar subject to 12 months' notice and be terminated by the executive subject to six months' notice. In the event of termination of employment by Polestar, Messrs. Ingenlath, Malmqvist and Nobelius are each entitled to severance pay equal to 12 times monthly base salary, payable in installments.

Health and Welfare and Retirement Benefits

Throughout the last financial year, Messrs. Ingenlath, Malmqvist and Nobelius were entitled to certain health and welfare insurances pursuant to the Swedish collective bargaining agreement Teknikavtalet between Teknikarbetsgivarna and Unionen, Sveriges Ingenjörer and Ledarna, including disability and life insurances. They were also entitled to receive Executive Management Health Care Insurance, and travel insurance.

The ITP Pension Plan is an occupational pension plan for private sector salaried employees and is based on a collective bargaining agreement between the Confederation of Swedish Enterprise and the Council for Negotiation and Cooperation. The ITP Pension Plan is divided into two parts: ITP 1 (applicable to employees born 1979 and later), which is a defined contribution plan and ITP 2 (applicable to employees born before 1979), which is primarily a defined benefit plan. Furthermore, it is also possible for employees born in 1978 or earlier that are earning at least 10 Swedish income base amounts to agree with the employer to instead apply the ITP 1 pension plan.

Messrs. Malmqvist and Nobelius were covered by the defined contribution pension plan (ITP 1) as per the Swedish collectively agreed "Avtal om ITP och TGL," and the VFF pension (Volvo Företagspension), a defined contribution pension scheme.

Mr. Ingenlath is covered by the defined benefit pension plan (ITP 2) as per the Swedish collectively agreed "Avtal om ITP och TGL" and the Volvo Management Pension (VMP), a supplementary pension plan

The defined benefit pension plan (i.e. before 2 pension plan) through the Swedish ITP collective bargered in the defined benefit pension plan (i.e. before 2 pension plan). The defined benefit pension plan (i.e. before 2 pension plan) through the Swedish ITP collective bargerement is a final salary-based plan, and is reported according to a pronouncement by the Swedish Financial Reporting Board, UFR 10. Polestar's share of the total saving premiums for the ITP pension plan in Alecta as of December 31, 2023 amounted to 0.3190 per cent and Polestar's share of the total number of active policy holders amounted to 0.0847 per cent. The collective compsidation level comprises the market value of Alecta's assets as a percentage of the insurance colligations calculated in accordance with Alecta's actuarial methods and assumptions, which do not conform to IAS 19, *Employee Benefits* ("IAS 19"). The collective funding ratio is normally allowed to vary between 125 and 175 per cent. At year-end 2023, the consolidation level amounts to 158 per cent (preliminary).

Compensation of Non-Employee Directors

Polestar has established a compensation program for its non-employee directors.

The Company is party to letter agreements with the non-employee directors, pursuant to which non-employee directors are eligible to receive (i) an annual fee of \$200,000 (or \$350,000 if the director serves as the chair of the Board), (ii) an additional annual fee of \$10,000 if the director serves on a committee of the Board (or \$20,000 for the chairs of the committees of the Board) and (iii) a

Polestar car, subject to certain conditions. Pursuant to the letter agreements, 50% of the net annual fee (but not including any additional annual fee described above) for each non-employee directors is used to purchase the maximum number of Class A ADSs as may be purchased in the market at the prevailing rate. The Company is also expected to agree to reimburse each non-employee director for reasonable and properly documented expenses they incur in connection with their service as a non-employee director.

During the year ended December 31, 2023, the aggregate amount of Polestar's non-employee directors' compensation paid to or earned by such directors for service on the Board of the Company was approximately \$1,890,000 in the form of a cash retainer for the performance of duties as a director. Polestar also reimbursed its non-employee directors for reasonable out-of-pocket expenses incurred in connection with the performance of their duties as directors, including, without limitation, travel expenses in connection with their attendance in-person at board of directors and committee meetings.

Equity Plan

On June 23, 2022, the Company adopted the Polestar Automotive Holding UK PLC 2022 Omnibus Incentive Plan, pursuant to which employees of the Company and the Company's affiliates performing services for the Company, including the Company's executive officers, are eligible to receive awards. The Equity Plan provides for the grant of stock options (in the form of either non-qualified stock options), stock appreciation rights ("SARs"), restricted stock, RSUS, performance awards, tother stock-based awards, cash awards and substitute awards intended to align the interests of participants with those of the Company's shareholders. The Annex to the Equity Plan permits grants of awards that may be settled in cash or shares to employees, consultants and non-employee directors of the Company and the Company's affiliates.

The following description of the Equity Plan is qualified in its entirety by reference to the Equity Plan, a copy of which is filed as an exhibit to the registration statement on form S-8 filed with the SEC on August 29, 2022.

Securities Offered

Subject to adjustment in the event of certain transactions or changes of capitalization in accordance with the Equity Plan, a total of 10,000,000 shares of Class A ADSs (or Class A ADss, as the context may require) were initially reserved for issuance pursuant to awards under the Equity Plan when adopted in 2022. The total number of shares reserved for issuance under the Equity Plan is subject to increase on January 1 of each calendar year during the term of the Equity Plan, by the lesser of (i) 0.5% of the total number of Shares outstanding on each December 31 immediately prior to the date of increase or (ii) such number of Shares outstanding on each December 31 immediately prior to the date of increase or (ii) such number of Shares outstanding on each December 31 immediately prior to the date of increase or (ii) such number of Shares outstanding on each December 31 immediately prior to the date of increase or (ii) such number of Shares outstanding on each December 31 immediately prior to the date of increase or (ii) such number of Shares outstanding on each December 31 immediately prior to the date of increase or (ii) such number of Shares outstanding on each December 31 immediately prior to the date of increase or (ii) such number of Shares outstanding on each December 31 immediately prior to the date of increase or (ii) such number of shares or is tendered in payment of an option, delivered or withheld to satisfy any tax withholding obligations, covered by a stock-settled SAR or other award that were not issued upon settlement, or shares subject to an award that expires or is canceled, forfeited, or terminated without issuance of the full number of shares to which such award related (only to the extent of such cancellation, forfeiture or termination) will again be available for issuance or delivery pursuant to other awards under the Equity Plan. Any award settled in cash shall not be counted toward the maximum number of shares reserved for issuance under the Equity Plan.

Administration

The Equity Plan is administered by a committee of the Board that has been authorized to administer the Equity Plan, except if no such committee is authorized by the Board, the Board will administer the Equity Plan (as applicable, the "Committee"). The Committee has broad discretion (subject to the terms and conditions of the Equity Plan) to administer the Equity Plan, including the power to determine the eligible individuals to whom awards will be granted, the number and type of awards to be granted and the terms and conditions of awards. The Committee may also accelerate the vesting or exercise of any award and make all other determinations and to take all other actions necessary or advisable for the administration of the Equity Plan.

Eligibility

Employees of the Company and its affiliates are eligible to receive awards under the Equity Plan. Consultants and non-employee directors of the Company and its affiliates may receive awards granted under the Annex.

Types of Awards

Options. The Company may grant options to the Company's employees and employees of its affiliates, except that ISOs may only be granted to persons who are Company's employees or employees of one of Company's parents or subsidiaries, in accordance with Section 422 of the Code. Except as otherwise permitted by applicable law in the case of eligible employees located outside the United States, the exercise price of an option cannot be less than 100% of the fair market value of a Class A ADS on the date on which the option is granted and the option must not be exercisable for longer than ten years following the date of grant. However, in the case of an incentive option granted to an individual who owns (or is deemed to own) more than 10% of the total combined voting power of all classes of Company's gaurets or subsidiaries, the exercise price of the option must be exercisable more than five years from the date of grant.

SARs. A SAR is the right to receive an amount (payable in Class A ADSs) equal to the excess of the fair market value of one Class A ADS on the date of exercise over the grant price of the SAR. Except as otherwise permitted by applicable law in the case of eligible employees located outside the United States, the grant price of a SAR cannot be less than 100% of the fair market value of a Class A ADS on the date on which the SAR is granted. The term of a SAR may not exceed ten years. SARs may be granted in connection with, or independent of, other awards. The Committee has the discretion to determine other terms and conditions of an SAR award.

Restricted Stock Awards. A restricted stock award is a grant of Class A ADSs subject to the restrictions on transferability and risk of forfeiture imposed by the Committee. Unless otherwise determined by the Committee and specified in the applicable award agreement, the holder of a restricted stock award has rights as a shareholder, including the right to vote the Class A ADSs subject to the restricted stock award or to receive dividends on the Class A ADSs subject to the restricted stock award during the restricted stock award during the restricted stock award during the restricted stock.

Restricted Stock Units. A RSU is a right to receive Class A ADSs at the end of a specified period equal to the fair market value of one Class A ADS on the date of vesting. RSUs may be subject to the restrictions, including a risk of forfeiture, imposed by the Committee, and holders of RSUs are not entitled to rights as shareholders unless and until shares are delivered in settlement of such RSUs. The Committee may determine that a grant of RSUs will provide a participant a right to receive dividend equivalents, which entities the participant to receive the equivalent value (in Class A ADSs) of dividends paid on the underlying Class A ADSs. Dividend equivalents may be paid currently or credited to an account, settled in shares, and may be subject to the same restrictions as the RSUs with respect to which the dividend equivalents are granted.

Performance Awards. A performance award is an award that vests and/or becomes exercisable or distributable subject to the achievement of certain performance goals during a specified performance period, as established by the Committee. Performance awards may be granted alone or in addition to other awards under the Equity Plan, and will be settled in Class A ADSs.

Other Share-Based Awards. Other share-based awards are awards denominated and payable in, valued in whole or in part by reference to, or otherwise based on or related to, the value of Class A ADSs

Cash Awards. Under the Annex to the Equity Plan, cash awards may be granted on a free-standing basis or as an element of, a supplement to, or in lieu of any other award. SARs, RSUs and performance awards that may be settled in cash may be granted under the Annex to the Equity Plan.

Substitute Awards. Awards may be granted under the Equity Plan in substitution for similar awards held for individuals who become participants as a result of a merger, consolidation or acquisition of another entity by or with the Company or one of its affiliates.

Certain Transactions

If any change is made to the Company's capitalization, such as a stock split, stock combination, stock dividend, exchange of stock or other recapitalization, merger or otherwise, which results in an increase or decrease in the number of outstanding Class A ADSs, appropriate adjustments will be made by the Committee in the shares subject to an award under the Equity Plan. The Committee will also have the discretion to make certain adjustments to awards in the event of a change in control (which includes a "scheme of arrangement" under the Companies Act 2006 enacted under the laws of England and Wales or under any other substantially equivalent local legislation), such as the assumption or substitution of outstanding awards, the purchase of any outstanding in cash based on the applicable change in control price, the ability for participants to exercise any outstanding stock options, SARs or other stock-based awards upon the change in control (and if not exercised such awards will be terminated), and the acceleration of vesting or exercisability of any outstanding awards.

Clawback

All awards granted under the Equity Plan are subject to reduction, cancellation or recoupment under any written clawback policy that the Company may adopt and that the Company determines should apply to awards under the Equity Plan

Plan Amendment and Termination

The Board or the Committee may amend or terminate any award, award agreement or the Equity Plan at any time, provided that the rights of a participant granted an award prior to such amendment or termination may not be impaired without such participant's consent. In addition, shareholder approval will be required for any amendment to the extent necessary to comply with applicable law or exchange listing standards. The Committee will not have the authority, without the approval of shareholders, to amend any outstanding option or share appreciation right to reduce its exercise price per share. The Equity Plan will remain in effect for a period of ten years (unless earlier terminated by the Board).

Employee Stock Purchase Plan

The Company adopted the Polestar Automotive Holding UK PLC 2022 Employee Stock Purchase Plan. The following is a summary of the material features of the Employee Stock Purchase Plan. This summary is qualified in its entirety by reference to the complete text of the Employee Stock Purchase Plan, a copy of which is filed as an exhibit to the registration statement on form S-8 filed with the SEC on August 29, 2022.

Purpose of the Employee Stock Purchase Plan

The purpose of the Employee Stock Purchase Plan is to provide the Company's employees and employees of the Company's participating subsidiaries with the opportunity to purchase ClassA ADSs (or ClassA Shares, as the context may require) through post-tax deductions (or contributions) from payroll during successive offering periods, and, under the Non-Section 423 Component (as described below), to be eligible to receive additional benefits in the form of "matching shares" which are awarded following a specified retention period, for no further payment by the participant. The Company's performance, aligns their interests with those of the Company's shareholders, and is a necessary and powerful incentive and retention tool that benefits the Company's shareholders.

The Employee Stock Purchase Plan includes a "Section 423 Component" and a "Non-Section 423 Component." Offerings under the Section 423 Component are intended to meet the requirements under Section 423(b) of the Code. In connection with offerings under the Non-Section 423 Component, purchase options may be granted to eligible employees that need not satisfy the requirements for purchase options granted pursuant to an "employee stock purchase plan" that are set forth under Section 423 of the Code.

Eligibility and Administration

The Employee Stock Purchase Plan is administered by a committee of the Board that has been authorized to administer the Employee Stock Purchase Plan, except if no such committee is authorized by the Board, the Board will administer the Employee Stock Purchase Plan. Such committee, as the administrator of the Employee Stock Purchase Plan, administrator and has authority to interpret the terms of the Employee Stock Purchase Plan and determine eligibility of participants. The administrator may designate certain of the Company's subsidiaries as participating "designated subsidiaries are participating" in the Employee Stock Purchase Plan and may change these designations from time to time. The Commany's participating designate subsidiaries are

eligible to participate in the Employee Stock Purchase Plan if they meet the eligibility requirements under the Employee Stock Purchase Plan established from time to time by the administrator. However, for the Section 423 Component, an employee may not be granted rights to purchase shares under the Employee Stock Purchase Plan if such employee, immediately after the grant, would own (directly or through attribution) shares possessing 5% or more of the total combined voting power or value of all classes of the Company's outstanding stock of any of the Company's subsidiaries.

Eligible employees become participants in the Employee Stock Purchase Plan by enrolling and authorizing deductions (or contributions) from payroll prior to the first day of the applicable offering period. Non-employee directors and consultants are not eligible to participate in the Employee Stock Purchase Plan. Employees who choose not to participate, are not eligible to participate at the start of an offering period but who become eligible thereafter, may enroll in any subsequent offering period.

Shares Available for Awards

A total of 2,000,000 ClassA ADSs were initially reserved for issuance under the Employee Stock Purchase Plan when adopted in 2022, which reserve amount will be increased on the first day of each fiscal year during the term of the Employee Stock Purchase Plan occurs by the least of (i) 0.1% of the total number of Shares outstanding on the last day of the immediately preceding fiscal year, (ii) a lesser amount determined by the Board or (iii) 2,000,000. The number of shares subject to the Employee Stock Purchase Plan may be adjusted for changes in the Company's capitalization and certain corporate transactions, as described below under the heading "*---Adjustments*." The Company cannot precisely predict its share usage under the Employee Stock Purchase Plan as it will depend on a range of factors including the level of the Company's employee participation, the contribution rates of participants, the trading price of ClassA ADSs and the Company's future hiring activity.

Participating in an Offering Under the Section 423 Component

Offering Periods and Purchase Periods. ClassA ADSs are offered to eligible employees under the Employee Stock Purchase Plan during offering periods. Offering periods under the Employee Stock Purchase Plan is determined by the administrator. The length of an offering period under the Employee Stock Purchase Plan is determined by the administrator and may be up to 27 months long. Employee payroll deductions (or contributions) are used to purchase Class A ADSs on the exercise date of an offering period. The exercise date of an offering period is the final trading day in the offering period. The administrator may, in its discretion, modify the terms of future offering periods.

Enrollment and Contributions. The Employee Stock Purchase Plan permits participants to purchase Class A ADSs through payroll deductions (or contributions) of at least 1% of their eligible compensation, but not more than 5% of their eligible compensation as of each payroll date during an offering period (in each case, except as may otherwise be determined by the administrator). The administrator will establish the maximum number of shares that may be purchased by a participant during any offering period. In addition, except as described below under "*Matching Shares*," no participant is permitted to accrue the right to purchase stock at a rate in excess of \$25,000 worth of shares during any calendar year.

Purchase Rights. On the first trading day of each offering period, each participant is automatically granted an option to purchase ClassA ADSs. The option expires on the last trading day of the applicable offering period and is exercised at that time to the extent of the payroll deductions (or contributions) accumulated during the offering period. Any remaining balance is carried forward to the next offering period unless the participant has elected to withdraw from the Employee Stock Purchase Plan, as described below, or has ceased to be an eligible employee. In the case of the portion of the Employee Stock Purchase Plan intended to qualify under the provisions of Section 423 of the Code, in no event will a participant be permitted to purchase more than 25,000 shares during each offering period (subject to certain adjustments).

Purchase Price. The purchase price of the Class A ADSs under the Employee Stock Purchase Plan, in the absence of a contrary designation by the administrator, is 85% of the lower of the fair market value of Class A ADSs on the first trading day of the offering period. The fair market value per Class A ADS under the Employee Stock Purchase Plan generally is the closing sales price of Class A ADSs on the date for which fair market value is being determined, or if there is no closing sales price for Class A ADSs on the date in question, the closing sales price for Class A ADSs on the last preceding date for which such quotation exists.

Withdrawal and Termination of Employment. Participants may voluntarily end their participation in the Employee Stock Purchase Plan at any time during an offering period prior to the end of the offering period by delivering written notice to the Company, and can elect to either (i) be paid their accrued payroll deductions (or contributions) that have not yet been used to purchase ClassA ADSs or (ii) exercise their option at the end of the applicable offering period, and then be paid any remaining accrued payroll deductions (or contributions). Participation in the Employee Stock Purchase Plan ends automatically upon a participant's termination of employment and any remaining accrued payroll deductions in the participant s account will be paid to such participant following such termination.

Participating in an Offering Under the Non-Section 423 Component

The Company has adopted a "Share Matching Plan" which will be operated within the Non-Section 423 Component of the Employee Stock Purchase Plan, as outlined below.

Offering Periods and Purchase Periods. Class A ADSs will be offered to eligible employees under the Share Matching Plan during offering periods. Offering periods under the Share Matching Plan will commence when determined by the administrator. The length of an offering period for the Share Matching Plan will be determined by the administrator, with the Company's intent being to maintain successive twelve-month offering periods under the Share Matching Plan. It is anticipated that employee payroll deductions (or contributions) will be used to purchase Class A ADSs on a purchase date occurring in each calendar month during an offering period. The administrator may, in its discretion, modify the terms of future offering period and/or purchase periods.

Enrollment and Contributions. The Share Matching Plan will permit participants to purchase Class A ADSs through deductions (or contributions) from payroll of no more than 5% of their eligible compensation as of each payroll date during an offering period (unless otherwise determined by the administrator). The administrator will establish the maximum number of shares that may be purchased by a participant during any offering period.

Purchase Rights. A participant's payroll deductions (or contributions) will be used to purchase ClassA ADSs on their behalf on the relevant purchase date. Any remaining balance will be carried forward to the next purchase date unless the participant has elected to withdraw from the Share Matching Plan, as described below, or has ceased to be an eligible employee.

Purchase Price. The purchase price of the ClassA ADSs for the Share Matching Plan, in the absence of a contrary designation by the administrator, will be equal to the fair market value of ClassA ADSs on the relevant purchase date. The fair market value per ClassA ADS under the Employee Stock Purchase Plan, including the Share Matching Plan, generally is the closing sales price of ClassA ADSs on the date for which fair market value is being determined, or if there is no closing sales price for ClassA ADSs on such date, the closing sales price for ClassA ADSs on the last preceding date for which such quotation exists.

Matching Shares. The administrator may, in its discretion, offer matching shares denominated in ClassA ADSs to all participants under the Share Matching Plan, in an amount equal to up to 100% of the number of ClassA ADSs purchased on behalf of a participant during the applicable offering period. To receive matching shares, the participant must (i) retain the ClassA ADSs purchased during the applicable offering period under the Share Matching Plan until the date which is twelve months following the end of such offering period, and (ii) remain an eligible employee on such date.

Wihdrawal from Share Matching Plan; Termination of Employment. Participants may voluntarily end their participants in the Share Matching Plan at any time during the applicable offering period, and (1) remain an engine employee on such date. Wihdrawal from Share Matching Plan; Termination of Employment. Participants may voluntarily end their participants in the Share Matching Plan at any time during the applicable offering period, such external voluntarily end their participants in the Share Matching Plan at any time during the applicable offering period by delivering written notice to the Company. In the event a participant elects to withdraw from the Share Matching Plan, then generally any accrued payroll deductions or contributions or contributions. If a participant will be splice to the class A ADSs on the next applicable upon the participant will be participant will be

Adjustments

In the event of certain transactions or events affecting the ClassA ADSs, such as any stock split, reverse stock split, stock dividend, combination or reclassification of the ClassA ADSs, or any other increase or decrease in the number of ClassA ADSs effected without receipt of consideration by the Company, the administrator will make equitable adjustments to the Employee Stock Purchase Plan and the Share Matching Plan.

Corporate Events - the Section 423 Component (Employee Stock Purchase Plan)

In addition, in the event of a proposed sale of all or substantially all of the Company's assets, a merger with or into another corporation, or other transaction as set forth by the administrator in an offering document, each outstanding option will be assumed or an equivalent option will be substituted by the successor corporation. If the successor corporation or a parent or subsidiary of the successor corporation or a parent periods then in progress will be shortened with a new exercise date prior to the proposed sale or merger. The administrator will notify each participant in writing in a similar manner as described above.

Corporate Events - the Non-Section 423 Component (Share Matching Plan)

In the event of a proposed sale of all or substantially all of the Company's assets, a merger with or into another corporation, or other transaction as set forth in the rules of the Share Matching Plan, then unless the applicable successor corporation or a parent or subsidiary of the applicable successor corporation agrees to assume or substitute outstanding rights under the Share Matching Plan, or except as otherwise permitted under the Share Matching Plan, (i) any offering periods then in progress will generally be shortened and will end prior to the proposed sale or other transaction, with the administrator to notify each participant of the final purchase date for that offering period, and (ii) rights to matching shares will be deemed fully vested, and matching shares which have not previously been delivered to participants, in each case, on or as soon as reasonably practicable following the closing of the applicable transaction. Further, in the event of a proposed dissolution or liquidation, a similar treatment of matching shares will generally apply.

Transferability

A participant may not transfer rights granted under the Employee Stock Purchase Plan or the Share Matching Plan other than by will or the laws of descent and distribution, and such rights are generally exercisable only by the participant.

Plan Amendment and Termination

The Board may amend, suspend or terminate the Employee Stock Purchase Plan (including the Share Matching Plan) at any time and from time to time. However, shareholder approval must be obtained for any amendment that increases the aggregate number or changes the type of shares that may be sold pursuant to rights under the Employee Stock Purchase Plan, changes the designation or class of employees who are eligible to participate in the Employee Stock Purchase Plan or changes the Employee Stock Purchase Plan in any way that would cause the Section 423 Component of the Employee Stock Purchase Plan to no longer be an "employee stock purchase plan" under Section 423 Component of the Employee Stock Purchase Plan to no longer be an "employee stock purchase plan" under Section 423 Component of the Employee Stock Purchase Plan to no longer be an "employee stock purchase plan" under Section 423 Component of the Employee Stock Purchase Plan to no longer be an "employee stock purchase plan" under Section 423 Component of the Employee Stock Purchase Plan to no longer be an "employee stock purchase plan" under Section 423 Component of the Employee Stock Purchase Plan to no longer be an "employee stock purchase plan" under Section 423 Component of the Employee Stock Purchase Plan to no longer be an "employee stock purchase plan" under Section 423 Component of the Employee Stock Purchase Plan to no longer be an "employee stock purchase plan" under Section 423 Component of the Employee Stock Purchase Plan to no longer be an "employee stock purchase plan" under Section 423 Component of the Employee Stock Purchase Plan to no longer be an "employee stock purchase plan" under Section 423 Component of the Employee Stock purchase plan" under Section 423 Component of the Employee Stock purchase plan to no longer be an "employee stock purchase plan" under Section 423 Component of the Employee Stock purchase plan to no longer be an "employee stock purchase plan" under Sectin 423 Component of the Employee stock purchase plan" under Sectin

The administrator may provide special terms, establish supplements to, or amendments, restatements or alternative versions of the Employee Stock Purchase Plan, subject to the share limits described above, in order to facilitate grants of awards subject to the laws and/or stock exchange rules of relevant jurisdictions.

Material U.S. Federal Income Tax Consequences

The U.S. federal income tax consequences of the Employee Stock Purchase Plan under current income tax law are summarized in the following discussion, which deals with the general tax principles applicable to the Employee Stock Purchase Plan and is intended for general information only. Other federal taxes and foreign, state and local income taxes are not discussed, and may vary depending on individual circumstances and from locality to locality.

Furchase Plan and is intended to general information only. Other federal taxes and local income taxes are not discussed, and may vary depending on individual critemistances and from locality. The Section 423 Component of the Employee Stock Purchase Plan, and the right of participants to make purchased under the Employee Stock Purchase Plan. This means that an eligible employee will not recognize taxable income upon the purchase of shares. Under the applicable Code generally will be stavely to tax in an amount that depends upon the length of time such shares are held by the participant prior to selling or disposition of shares. The participant generally will be subject to tax in an amount that depends upon the length of time such shares are held by the participant (or the participant's estate) will precede a long-taxes or disposed of more than to verars from the date of grant and more than one year from the date of purchase, or if the participant dies while holding the shares, the participant (or the participant's estate) will be tracked as long-term capital gain. If the shares are served of the the shares are roled by the structive as of the fair market value of the shares at the time to of such sale or disposition (or death) over the purchase price are (2) the excess of the fair market value of the shares at the time the option was granted over the purchase price. Any additional gain will be tracked as long-term capital gain. If the shares are not do the observe of (2) the excess of the fair market value of the shares the time the option was granted over the purchase price. Any additional gain term capital gain. If the shares are not do the observe of (2) the excess of the fair market value of the shares at the time the option was granted over the purchase price. Any additional gain term capital gain. If the shares are held by the articipant is less than the purchase price, there is no ordinary income and the participant general will be tracked as long-term capital gain. If the shares are held by the articipan

If the shares are sold or otherwise disposed of before the expiration of the holding periods described above, or in the event a U.S. participant receives matching ClassA ADSs as described above under "-*Participating in an Offering Under the Non-Section 423 Component*," the participant will recognize ordinary income generally measured as the excess of the fair market value of the shares are purchased over the purchase price (which purchase price shall be zero in the case of matching shares delivered under the Share Matching Plan) and the Company will be entitled to a tax deduction for compensation expense in the amount of ordinary income recognized by the employee. Any additional gain or loss on such sale or disposition will be long-term or short-term capital gain or loss, depending on how long the shares were held following the date they were purchased of before the expiration of the holding periods described above but are sold for a price that is less than the purchase price, the participant will recognize ordinary income equal to the excess of the fair market value of the shares and the fair market value of the shares on the date of purchase over the purchase price (and the Company will be entitled to a corresponding deduction), but the participant will recognize ordinary income equal to the difference between the sales price of the shares and the fair market value of the shares on the date of purchase. A U.S. participant will be noticipant will be able to report a capital loss equal to the difference between the sales price of the shares and the fair market value of the shares on the date of purchase. A U.S. participant will not recognize of Class A ADSs is equal to the fair market value of the shares on the date of purchase. A U.S. participant will not recognize income upon purchase of Class A ADSs is on the the shares and the fair market value of the shares on the date of purchase date.

THE DISCUSSION ABOVE IS INTENDED ONLY AS A SUMMARY AND DOES NOT PURPORT TO BE A COMPLETE DISCUSSION OF ALL POTENTIAL TAX EFFECTS RELEVANT TO RECIPIENTS OF AWARDS UNDER THE EMPLOYEE STOCK PURCHASE PLAN AND THE SHARE MATCHING PLAN. AMONG OTHER ITEMS THIS DISCUSSION DOES NOT ADDRESS ARE TAX CONSEQUENCES UNDER THE LAWS OF ANY STATE, LOCALITY OR FOREIGN JURISDICTION, OR ANY TAX TREATIES OR CONVENTIONS BETWEEN THE UNITED STATES AND FOREIGN JURISDICTIONS. THIS DISCUSSION IS BASED UPON CURRENT LAW AND INTERPRETATIONAL AUTHORTITES WHICH ARE SUBJECT TO CHANGE AT ANY TIME.

C. Board Practices

C. Board Practices The Board is divided into three classes of directors, designated as "Class I," "Class II" and "Class III." The term of office of directors serving in Class I, consisting, per the year ended December 31, 2023, of Thomas Ingenlath, Daniel Li and David Richter, will expire at the Company's 2026 annual general meeting. The term of office of directors serving in Class II, consisting, per the year ended December 31, 2023, of Carla De Geyseleer, Karl-Thomas Neumann and Håkan Samuelsson will expire at the Company's 2024 annual general meeting. The term of office of directors serving in Class II, consisting, per the year ended December 31, 2023, of Karen Francis, Jim Rowan and David Wei, will expire at the Company's 2025 annual general meeting. Directors will be elected to serve for a term of three years to succeed the directors of the class whose terms expire at such annual general meeting. Winfried Vahland joined the Board in January 2024 as a Class II Director whose first term will expire at the 2027 annual general meeting.

For a period of three years following the Business Combination Closing, a majority of the Board will be (i) independent under applicable stock exchange rules and (ii) unaffiliated with Volvo Cars/Geely. In addition, for a period of three years following the Business Combination Closing, except as required by applicable law, the Board may not convene a general meeting which proposes a resolution to remove an independent director unless a majority of the directors (including at least two independent directors) approve of such resolution and following any such removal, a majority of the directors (including at least two independent directors) must approve the appointment of any new independent director to fill the vacancy.

In addition, pursuant to the Shareholder Acknowledgement Agreement, Former Parent and the Former Parent Shareholders have undertaken that (i) the initial Board after the Business Combination Closing will include nine directors, a majority of whom will be independent directors, (ii) for a period of three years following the Business Combination Closing, Former Parent Shareholders will not vote in favor of the removal of any independent directors of the Company unless at least two independent directors vote in favor of such removal, (iii) for a period of three years following the Business Combination Closing, Former Parent and the Former Parent Shareholders will not vote in favor of the removal of the removal, (iii) for a period of three years following the Business Combination Closing, Former Parent and the Former Parent Shareholders will not vote in favor of any amendment to the Polestar Articles relating to the composition of the Board or the appointment or removal of Company directors. The GGI Sponsor has third party beneficiary rights to enforce the aforementioned undertakings.

The holders of the Company securities will have the right to elect the Board at a general meeting of shareholders by a simple majority of the votes validly cast. Subject to the requirements of the Polestar Articles, the Board may by ordinary resolution appoint a person

who is willing to act to be a director, either to fill a vacancy or as an addition to the then-existing Board but the total number of directors shall not exceed fifteen. The Board will also have power at any time to appoint any person who is willing to act as a director, either to fill a vacancy or as an addition to the then-existing Board but the total number of directors shall not exceed fifteen.

Director Independence

For the year ended December 31, 2023, Karen Francis, Carla De Geyseleer, Karl-Thomas Neumann, David Richter and David Wei qualified as independent, as defined under the listing rules of Nasdaq. Winfried Vahland also qualifies as an independent director.

Election of Directors

The holders of the Company securities will have the right to elect the Board at a general meeting of shareholders by a simple majority of the votes validly cast. Subject to the requirements of the Polestar Articles, the Board may by ordinary resolution appoint a person who is willing to act to be a director, either to fill a vacancy or as an addition to the then-existing Board but the total number of directors shall not exceed fifteen. The Board will also have power at any time to appoint any person who is willing to act as a director, either to fill a vacancy or as an addition to the then-existing Board but the total number of directors shall not exceed fifteen.

Service Contracts of Directors

There are no service contracts between the Company and any of its current non-employee directors providing for benefits upon termination of their service. For a discussion of compensation, including post-termination benefits, of employee directors, see Item 6.B and the section titled "*—Executive Officer and Director Compensation*."

Board Committees

The Board has three standing committees: an audit committee, a compensation committee and a nominating and governance committee. The members of each committee will serve until their successors are elected and qualified, unless they are earlier removed or resign. Each committee reports to the Board as it deems appropriate and as the Board may request. The composition, duties and responsibilities of the standing committees are set forth below. In the future, the Board may establish other committees, as it deems appropriate, to assist it with its responsibilities.

Audit Committee

The Company has established an audit committee that consists of Carla De Geyseleer, David Richter and David Wei, with Carla De Geyseleer serving as the chair of the audit committee. All of the audit committee members are independent directors, in accordance with Nasdaq and the SEC requirements for a company listed on Nasdaq.

The audit committee, among other matters, oversees (i) the Company's financial reporting, auditing and internal control activities; (ii) the integrity and audits of the Company's financial statements; (iii) the Company's compliance with legal and regulatory requirements; (iv) the qualifications and independence of Polestar's independent auditors; (v) the performance of the Company's internal audit function and independent auditors; and (vi) the Company's overall risk exposure and management.

Duties of the audit committee include the following:

- annually reviewing and assessing the adequacy of the audit committee charter and reviewing the performance of the audit committee;
- · being responsible for recommending the appointment, retention and termination of the Company's independent auditors;
- · reviewing the plans and results of the audit engagement with the independent auditors;
- · evaluating the qualifications, performance and independence of the Company's independent auditors;
- having the authority to approve in advance all audit and non-audit services by the Company's independent auditors, the scope and terms thereof and the fees therefor; reviewing the adequacy of the Company's internal
 accounting controls;
- · ensuring the Company maintains a robust risk management function, including in respect of IT and cybersecurity risk management; and
- meeting at least quarterly with the Company's Chief Financial Officer and the Company's independent auditors.

The audit committee has the power to investigate any matter brought to its attention within the scope of its duties and to retain counsel for this purpose where appropriate. Each of the audit committee members meet the financial literacy requirements of Nasdaq listing standards, and Carla De Geyseleer qualifies as an "audit committee financial expert," as defined in the rules of the SEC. The designation does not impose on the audit committee financial expert any duties, obligations or liabilities that are greater than those generally imposed on members of the Company's audit committee and the Board.

The audit committee operates under a written charter, which satisfies the applicable rules of the SEC and the listing standards of Nasdaq, and which is available on the Company's website. All audit services to be provided to the Company and all permissible non-audit services, other than de minimis non-audit services, to be provided to Polestar by the Company's independent registered public accounting firm are to be approved in advance by the audit committee. Information contained on the Company's website is not incorporated by reference into this Report, and you should not consider information contained on the Company's website to be part of this Report.

Compensation Committee

The Company's compensation committee consists of Karen Francis, Daniel Li, Jim Rowan and Karl-Thomas Neumann, with Karen Francis serving as the chair of the compensation committee.

- The compensation committee has the sole authority to retain, and terminate, any compensation consultant to assist in the evaluation of employee compensation and to approve the consultant's fees and the other terms and conditions of the consultant's retention. The compensation committee's duties include, among other matters:
 - at the request of the Board, reviewing and making recommendations to the Board relating to management succession planning;
 - · administering, reviewing and making recommendations to the Board regarding the Company's compensation plans;
 - reviewing and approving the Company's corporate goals and objectives with respect to compensation for executive officers and evaluating each executive officer's performance in light of such goals and objectives to set his
 or her annual compensation, including salary, bonus and equity and non-equity incentive compensation, subject to approval by the Board; and
 - · providing oversight of management's decisions regarding the performance, evaluation and compensation of other officers

The compensation committee operates under a written charter, which satisfies the applicable rules of the SEC and Nasdaq listing standards, and is available on the Company's website. Information contained on the Company's website is not incorporated by reference into this Report, and you should not consider information contained on the Company's website to be part of this Report.

Nominating and Governance Committee

The Company's nominating and governance committee consists of Karen Francis, Daniel Li, Jim Rowan and Håkan Samuelsson, with Håkan Samuelsson serving as the chair of the nominating and governance committee. The nominating and governance committee's duties include, among other matters:

- · selecting and recommending to the Board nominees for election by the shareholders or appointment by the Board;
- · annually reviewing with the Board the composition of the board with regards to characteristics such as independence, knowledge, skills, experience and diversity of the Board members;
- making recommendations on the frequency and structure of board meetings and monitoring the functioning of the committees of the Board;
- developing and recommending to the Board a set of corporate governance guidelines applicable to the Company and periodically reviewing such guidelines and recommending changes to the Board for approval as necessary; and
- · overseeing the annual self-evaluation of the Board.

The nominating and governance committee operates under a written charter, which satisfies the applicable rules of the SEC and the Nasdaq listing standards and is available on the Company's website. Information contained on the Company's website is not incorporated by reference into this Report, and you should not consider information contained on the Company's website to be part of this Report.

Code of Conduct

The Board has adopted a code of conduct that establishes the standards of ethical conduct applicable to all of the Company's directors, officers, employees, and, as applicable, consultants and contractors. Key compliance areas for Polestar include anti-corruption, data privacy, human rights, environmental compliance, and socioeconomic compliance including competition law, labor law and trade sanctions. The code of conduct addresses, among other things, company assets, confidentiality requirements and the process for reporting violations of the code of conduct. Polestar encourages a speak-up culture where employees and other stakeholders can ask questions and raise concerns without fear of retaliation. Suspected breach of laws or regulations, or any conduct that is not consistent with Polestar's code of conduct, corporate policies or directives can be reported through Polestar's whistleblowing system SpeakUp with a guaranteed full anonymity.

Any waiver of the code of conduct with respect to any director or executive officer will be promptly disclosed and posted on the Company's website. Amendments to the code will be promptly disclosed and posted on the Company's website. The code of conduct is available on Polestar's website. Information contained on the Company's website is not incorporated by reference into this Report, and you should not consider information contained on the Company's website to be part of this Report.

Foreign Private Issuer

As a foreign private issuer, the Company is subject to different U.S. securities laws than domestic U.S. issuers. As long as the Company continues to qualify as a foreign private issuer under the Exchange Act, the Company is exempt from certain provisions of the Exchange Act that are applicable to U.S. domestic public companies, including:

- the sections of the Exchange Act regulating the solicitation of proxies, consents or authorizations in respect of a security registered under the Exchange Act;
- the sections of the Exchange Act requiring insiders to file public reports of their stock ownership and trading activities and liability for insiders who profit from trades made in a short period of time; and

- the rules under the Exchange Act requiring the filing with the SEC of quarterly reports on Form 10-Q containing unaudited financial and other specified information, or current reports on Form 8-K, upon the occurrence of specified significant events.
- In addition, the Company is not required to file annual reports and financial statements with the SEC as promptly as U.S. domestic companies whose securities are registered under the Exchange Act, and is not required to comply with Regulation FD, which restricts the selective disclosure of material information.

Further, the Company is exempt from certain corporate governance requirements of Nasdaq by virtue of being a foreign private issuer. Although the foreign private issuer status exempts the Company from most of Nasdaq's corporate governance requirements, the Company has decided to voluntarily comply with these requirements, except for the requirement to have a compensation committee and a nominating and governance committee consisting entirely of independent directors.

Furthermore, Nasdaq rules also generally require each listed company to obtain shareholder approval prior to the issuance of securities in certain circumstances in connection with the acquisition of the stock or assets of another company, equity-based compensation of officers, directors, employees or consultants, change of control and certain transactions other than a public offering. As a foreign private issuer, the Company is exempt from these requirements and may, if not required by the laws of England and Wales, elect not to obtain shareholders' approval prior to any further issuance of its Class A ADSs or prior to adopting or materially revising equity compensation plans or share incentive plans.

Subject to requirements under the Polestar Articles and Shareholder Acknowledgment Agreement that the Board be comprised of a majority of independent directors for the three years following the Business Combination Closing, the Company may in the future elect to avail itself of these exemptions or to follow home country practices with regard to other matters. As a result, its shareholders will not have the same protections afforded to shareholders of companies that are subject to all of Nasdaq's corporate governance requirements.

Controlled Company

By virtue of being a controlled company under Nasdaq listing rules, the Company may elect not to comply with certain Nasdaq corporate governance requirements, including that:

- a majority of the board of directors consist of independent directors (however, pursuant to the Polestar Articles and Shareholder Acknowledgment Agreement, for the three years following the Business Combination Closing, the Board must be comprised of a majority of independent directors);
- the compensation committee be composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities;
- the nominating and governance committee be composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities; and
- · there be an annual performance evaluation of the compensation and nominating and governance committees
- Other than as specified above, the Company may in the future elect to avail itself of these exemptions. As a result, its shareholders will not have the same protections afforded to shareholders of companies that are subject to all of Nasdaq's corporate governance requirements.

D. Employees

As of December 31, 2023, the Company had more than 2,515 employees. The Company's employees are mainly located in Sweden, China, UK and USA.

The Company follows local national requirements for collective bargaining agreements where such requirements exist. Currently, the Company has instituted collective bargaining agreements with employees in Sweden, Finland, the Netherlands and Austria. Sweden is the only country where the Company is actively engaged with employee union representatives. The Company believes relations with these union representatives are good and its engagement with these union representatives is constructive.

E. Share Ownership

Ownership of the Company's shares by its directors and executive officers is set forth below in Item 7.A of this Report.

F. Disclosure of a registrant's action to recover erroneously awarded compensation.

There was no erroneously awarded compensation that was required to be recovered pursuant to Polestar's Compensation Clawback Policy during the fiscal year ended December 31, 2023. Our Compensation Clawback Policy is included as Exhibit 97.1 to this Annual Report.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED TRANSACTIONS

A. Major Shareholders

The following table sets forth information regarding the beneficial ownership of the Company in the form of American depositary shares by:

- · each beneficial owner of more than 5% of the outstanding Shares;
- · each executive officer or a director of the Company; and

· all of the Company's executive officers and directors as a group

Unless otherwise indicated, the Company believes that all persons named in the table have sole voting and investment power with respect to all shares beneficially owned by them. Except as otherwise noted herein, the number and percentage of Shares beneficially owned is determined in accordance with Rule 13d-3 of the Exchange Act, and the information is not necessarily indicative of beneficial ownership for any other purpose. Under such rule, beneficial ownership includes any Shares as to which the holder has sole or shared voting power or investment power and also any Shares which the holder has the right to acquire within 60 days of the date of this Report through the exercise of any option, warrant or any other right.

Each outstanding Class A Share is entitled to one vote on all matters submitted to a vote of shareholders. Each Class B Share is entitled to 10 votes on all matters submitted to a vote of shareholders. Each Class C Share is entitled to one vote on all matters submitted to a vote of shareholders. Volvo Cars Preference Subscription Shares, Deferred Shares and GBP Redeemable Preferred Shares (each as defined below) carry no voting rights and do not entitle their holders to receive notice of, to attend, to speak or to vote at any general meeting of the Company. Holders of Shares have no cumulative voting rights. None of the Company's shareholders are entitled to vote at any general meeting or at any separate class meeting in respect of any share unless all calls or other sums payable in respect of that share have been paid.

The beneficial ownership of the Shares is based on 2,110,210,323 Shares issued and outstanding as of December 31, 2023. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, Shares subject to options or other rights (as set forth above) held by that person that are currently exercisable, or will become exercisable within 60 days thereafter, are deemed outstanding, while such Shares are not deemed outstanding for purposes of computing percentage ownership of any other person. The beneficial ownership percentage set forth below does not take into account (i) Earn Out Shares that might be issued and (ii) Class A Shares in the form of Class A ADSs that will vest pursuant to the Equity Plan and Employee Stock Purchase Plan.

Unless otherwise noted, the business address of each beneficial owner is Assar Gabrielssons Väg 9, 405 31 Gothenburg, Sweden.

Name of Beneficial Owner	Number of Shares Approximate Percent of Outstanding Share	age s
Executive Officers and Directors:		
Thomas Ingenlath	387,635(1)	*
Per Ansgar	164 ⁽²⁾	
Håkan Samuelsson	1,135,982	*
Carla De Geyseleer	200,127 ⁽³⁾	*
Karen C. Francis	34,175(4)	*
Donghui (Daniel) Li	7,000	_
Dr. Karl-Thomas Neumann	15,190	—
David Richter	144,455	*
James Rowan	135,357	—
Prof. Dr.hc Winfried Vahland	1,846 ⁽⁵⁾	*
Zhe (David) Wei	24,900	_
All directors and executive officers as a group (eleven individuals)	2,086,831	*
Five Percent or More Holders:		
Li Shufu ⁽⁶⁾⁽⁷⁾	1,725,733,592	81.8%

Less than one percent.

Number of shares owned by Mr. Ingenlath. Additionally, Mr. Ingenlath has been granted 77,635 Restricted Stock Units as part of the Polestar At Listing share program, which have all vested (and are accounted for in the above table). Mr. Ingenlath has also been granted 315,060 Performance Stock Units as part of the Polestar Post Listing share program, which have not yet vested, as well as 848,143 Restricted Stock Units as part of the One-Time Share (1)M. ingenian has also been galance 313,000 Ferromance 300x Contrast part of the Polestar Post List Based Retention Program, which have not yevested.
 Includes beneficial ownership of 1,64 Class A ADSs following the distribution from Volvo Cars.
 Includes beneficial ownership of 3,377 Class A ADSs following the distribution from Volvo Cars.
 Includes Class A ADSs that Ms. Francis has purchased in connection with the March 2022 Sponsor Investment.
 Includes beneficial ownership of 1,846 Class A ADSs following the distribution from Volvo Cars.

Includes beneficial ownership of 1,840 class A ADSs tollowing the distribution from Volvo Cars.
 Includes beneficial ownership of 7,812,1162 class A ADSs for which PSD Investment Limited is the record holder. It also includes 380,322,995 class A ADSs for which Snita is the record holder, 3,573,007 class A ADSs for which Northpole GLY 1 LP is the record holder, 11,667,519 class A ADSs for which GLY New Mobility 1. LP is the record holder, and 502,156,334 class A ADSs for which Geely Sweden Automotive Investment B.V. is the record holder. On November 22, 2023, PSD Investment Limited entered into a facility agreement. As security for its obligations under this agreement, PSD Investment Limited pledged \$28,013,737 class B ADSs. Li Shufu controls PSD Investment Limited, and directly or indirectly owns approximately 91.9% of equity interests in Geely, which owns approximately 78.7% of equity interests in Volvo Cars and approximately 86.0% of GLY Capital Management Partners (Cayman) Limited. GLY Capital Management Partners (Cayman) Limited. Class Cayman Limited out on the soft of Ly Capital Management Partners (Cayman) Limited. Class Cayman Limited out on the soft of Ly Capital Management Partners (Cayman) Limited. Class Cayman Limited out on the soft of Ly Capital Management Partners (Cayman) Limited. Class Cayman Limited out on the soft of Ly Capital Monagement Partners (Cayman) Limited. Class Cayman Limited controls Northpole GLY GPI, GLY New Mobility GPI and Northpole GLY GPI, the general partners of Northpole GLY 1 LP, GLY New Mobility 1. LP and Northpole GLY 2 LP, respectively. Consequently, since voting and dispositive

decisions with respect to such securities are ultimately made by Li Shufu, he is deemed to have beneficial ownership over 1,725,733,592 Class A ADSs, assuming the conversion of all Class B ADSs into Class A ADSs. Li Shufu disclaims beneficial ownership of these securities except to the extent of any pecuniary interest therein. The business address of Li Shufu and Former Parent is 13/F, Gloucester Tower, The Landmark, 15 Queen's Road Central, Central, Hong Kong and the business address of Snita is Stationswerg 2, 4153 RD Beesd, Netherlands.
 (7) Volvo Cars distributed 62.7% of Volvo Cars' shareholding in Polestar is approximately 18.0% of Polestar's total outstanding shares, with 380,322,995 Class A ADSs. PSD Investment Limited continues to have an ownership stake of approximately 39.2%, with 778,121,162 Class A ADSs and 49,892,575 Class B ADSs. Geely Sweden Automotive Investment B.V., an affiliate of Geely, now holds an ownership stake of approximately 23.8%, with 502,156,334 Class A ADSs.

Holders

As of December 31, 2023, Polestar had approximately 87 shareholders of record for its Class A ADSs, two shareholders of record for its Class B ADSs and three shareholders of record for its Class C ADSs. The actual number of shareholders is greater than this number of record holders and includes shareholders who are beneficial owners but whose shares are held in street names by brokers and other nominees. This number of holders of record also does not include shareholders whose shares may be held in trust or by other entities.

B. Related Party Transactions

The agreement descriptions set forth below do not purport to be complete and are qualified in their entirety by the terms and conditions of the agreements filed as exhibits to this Report.

Business Combination Related Agreements

PIPE Subscription Agreements

On September 27, 2021, GGI and the Company entered into the Initial PIPE Subscription Agreements with the Initial PIPE Investors, pursuant to which the Initial PIPE Investors purchased an aggregate of 7,425,742 Class A Shares in the form of Class A ADSs for a purchase price of \$9.09 per share in a private placement, for an aggregate amount of USD 67,500,000. As a result of the December PIPE Subscription Agreements and the March 2022 PIPE Subscription Agreements, Polestar sold an aggregate of 25,423,445 Class A ADSs for an aggregate amount of USD 238,826,000 to the Initial PIPE Investors, December PIPE Investors and March 2022 PIPE Investors. The December PIPE Subscription Agreements and the March 2022 PIPE Subscription Agreements are substantially similar to the Initial PIPE Subscription Agreements, except with regard to purchase price.

As a result of the December PIPE Assignment and the March 2022 PIPE Assignments, the aggregate investment amount and number of Class A ADSs purchased pursuant to the Subscription Agreements remained unchanged

Pursuant to the PIPE Subscription Agreements, the Company agreed to file with the SEC (at the Company's sole cost and expense), within 30 calendar days after the date of the Business Combination Closing, the resale registration statement registering the resale of the PIPE Shares (the "Resale Registration Statement"), and to use its commercially reasonable efforts to have the Resale Registration Statement declared effective as soon as practicable after the filing thereof

Sponsor Subscription Agreement

On September 27, 2021, GGI and the Company entered into the Sponsor Subscription Agreement with the GGI Sponsor, pursuant to which, the GGI Sponsor purchased 9,075,908 Class A Shares in the form of Class A ADSs for a purchase price of \$9.09 per share on the Business Combination Closing Date, for an aggregate investment of USD 82,500,000. Pursuant to the Sponsor Subscription Agreement, the GGI Sponsor had the right to assign its commitment to purchase the class A ADSs under the Sponsor Subscription Agreement in advance of the Business Combination Closing. As a result of the assignments pursuant to the December Sponsor Subscription Agreement and the March 2022 Sponsor Subscription Agreement, and following the purchase by an affiliate of Sponsor Subscription Agreement to of USD 8,101,000 GGI Sponsor ultimately assigned its commitment under the Sponsor Subscription Agreement to advance of \$9.09 per class A ADS on the Business Combination Closing. As a result of the assignments pursuant to the Initial PIPE Subscription Agreement, and following the purchase by an affiliate of Sponsor Subscription Agreement to other parties. The Sponsor Subscription Agreement is substantially similar to the Initial PIPE Subscription Agreements, except that the GGI Sponsor had the right to assign its commitment to acquire the Class A ADSs to be purchased under the Sponsor Subscription Agreement in advance of the Business Combination Closing.

Volvo Cars PIPE Subscription Agreement

On September 27, 2021, GGI and the Company entered into the Volvo Cars PIPE Subscription Agreement with Snita, a corporation organized under the laws of Netherlands and a wholly owned indirect subsidiary of Volvo Cars, pursuant to which Snita purchased 10,000,000 Class A Shares in the form of Class A ADSs for a purchase price of \$10.00 per share on the Business Combination Closing Date. Pursuant to the Volvo Cars PIPE Subscription Agreement, share of the Business Combination Closing Date. Pursuant to the Assignments pursuant to the Volvo Cars PIPE Subscription Agreement in advance of the Business Combination Closing Date as result of the assignments pursuant to the December 2010 Cars PIPE Subscription Agreement, with ultimately purchased 11,17.390 Class A ADS are of \$10.00 Cars PIPE Subscription Agreement is subsidiary Snita ultimately purchased 11,17.390 Class A ADS are of \$10.00 Cars PIPE Subscription Agreement is subsidiary Snita ultimately purchased 11,17.390 Class A ADS are of \$10.00 Cars PIPE Subscription Agreement is substantially similar to the Initial PIPE Subscription Agreement, volvo Cars PIPE Subscription Agreement is substantially similar to the Initial PIPE Subscription Agreement, secret with regards to purchase references of \$10.00 cars PIPE Subscription Agreement is substantially similar to the Initial PIPE Subscription Agreement, secret with regards to purchase references of \$10.00 cars PIPE Subscription Agreement is substantially similar to the Initial PIPE Subscription Agreement, secret with regards to purchase references of \$10.00 cars PIPE Subscription Agreement is substantially similar to the Initial PIPE Subscription Agreement, secret with regards to purchase references of \$10.00 cars PIPE Subscription Agreement is substantially similar to the Initial PIPE Subscription Agreement, secret with regards to purchase references of \$10.00 cars PIPE Subscription Agreement is substantially similar to the Initial PIPE Subscription Agreement is to purchase references of \$10.00 cars PIPE Subscription price.

Volvo Cars Preference Subscription Agreement

On September 27, 2021, the Company entered into the Volvo Cars Preference Subscription Agreement with Snita. Pursuant to the Volvo Cars Preference Subscription Agreement, Snita purchased Volvo Cars Preference Subscription Shares for an aggregate subscription price of \$10.00 per share, for an aggregate investment amount equal to the Volvo Cars Preference Amount. The proceeds of such subscription will be used to satisfy certain accounts payable that are or will be due and payable by certain subsidiaries of



Former Parent to Volvo Cars. The Volvo Cars Preference Subscription Shares converted into Class A ADSs at the Business Combination Closing, in accordance with, and subject to, the terms of the Volvo Cars Preference Subscription

Registration Rights Agreement

On September 27, 2021, the Company, Former Parent, the Former Parent Shareholders, the GGI Sponsor and the independent directors of GGI entered into a Registration Rights Agreement, which was amended by the Registration Rights Agreement Amendment No. 1 to provide for certain administrative changes to reflect the Amendment No. 1 to the Business Combination Agreement and the December PIPE Subscription Agreements and further amended by the Registration Rights Agreement Amendment No. 2 to provide for certain administrative changes to reflect the Amendment No. 2 to the Business Combination Agreement and the December PIPE Subscription Agreements, which was amended by the Registration Rights Agreement Amendment No. 2 to provide for certain administrative changes to reflect the Amendment No. 2 to the Business Combination Agreement and the March 2022 PIPE Subscription Agreement related by the Registration Rights Agreement to the Registration Rights Agreement and the March 2022 PIPE Subscription Agreements, which Rages to reflect the Amendment No. 1 to the Business Combination Agreement and the December PIPE Subscription Agreement and the Registration Rights Agreement and the March 2022, the parties to the Registration Rights Agreement and the March 2022 PIPE Subscription Agreement Registration Rights Agreement Amendment No. 1 to the Business Combination Agreement and the December PIPE Subscription Agreements. On March 24, 2022, the parties to the Registration Rights Agreement and the March 2022 PIPE Subscription Agreement. On April 26, 2023, the parties to the Registration Rights Agreement and the March 2022 PIPE Subscription Agreements. On April 26, 2023, the parties to the Registration Rights Agreement and the March 2022 PIPE Subscription Agreement. On April 26, 2023, the parties to the Registration Rights Agreement and the March 2022 PIPE Subscription Agreement. On April 26, 2023, the parties to the Registration Rights Agreement Amendment No. 3 to provide for any Conversion Shares issuable upon conversion of part ora

The foregoing summary of the Registration Rights Agreement is not complete and is qualified in its entirety by the terms and conditions of the Registration Rights Agreement, a copy of which is filed as an exhibit to this Report

Class C Warrant Amendment

GGI and Computershare entered into the Class C Warrant Amendment, which is included as an exhibit to this Report. The Class C Warrant Amendment amended the SPAC Warrant Agreement. Pursuant to the Class C Warrant Amendment, (i) each GGI Public Warrant was automatically cancelled and extinguished and converted into the right to receive one Class C-1 ADS representing one Class C-1 Share representing the right to acquire one Class A ADS (or one Class A Share if at the time of exercise the Company no longer uses the ADR Facility) at an exercise price of \$11.50 per Class C-1 ADS, subject to adjustment, terms and limitations as described in the Polestar Articles, (ii) each GGI Private Placement Warrant was automatically cancelled and extinguished and converted into the right to receive one Class C-2 ADS representing one Class C-2 Share representing the right to acquire one Class A ADS (or one Class A Share if at the time of exercise the Company no longer uses the ADR Facility) at an exercise price of \$11.50 per Class C-2 ADS representing one Class C-2 Share representing the right to acquire one Class A ADS (or one Class A Share if at the time of exercise the Company no longer uses the ADR Facility) at an exercise price of \$11.50 per Class C-2 ADS, subject to adjustment, terms and limitations described in the Polestar Articles and (iii) the SPAC Warrant Agreement was terminated, in the case of each of clauses (i), (ii) and (iii) above, subject to the terms and conditions set forth therein.

Shareholder Acknowledgment

On September 27, 2021, Former Parent, the Former Parent Shareholders, Volvo Car Corporation and the Company entered into the Shareholders Acknowledgement Agreement, which is included as an exhibit to this Report. Pursuant to the Shareholders Acknowledgement Agreement, the Former Parent and the Former Parent Shareholders undertook that (i) at the Business Combination Closing, the initial Board was to include nine directors, a majority of whom would be independent directors, voit in favor of three years following the Business Combination Closing, Former Parent Shareholders will not vote in favor of the removal any independent directors of the Company unless at least two independent directors vote in favor of such removal, (iii) for a period of three years following the Business Combination Closing, Former Parent and the Former Parent Shareholders will not vote in favor of such removal, will not require the Company to convene a general meeting for the purpose of removing an independent director and (iv) for three years following the Business Combination Closing, Former Parent and the Former Parent Shareholders will not to vote in favor of any amendment to the Polestar Articles relating to the composition of the Board or the appointment or removal of Company directors. The GGI Sponsor has third party beneficiary rights to enforce the aforementioned undertakings.

Company Relationships and Related Party Transactions

Agreements with Volvo Cars and Geely

Agreements with Polvo Cars and Geely The Snita Term Loan Facility provides a credit facility of up to USD 1 billion with a term ending on June 20, 2027. The facility is denominated in U.S. dollars and is available for general corporate purposes. The interest rate applicable to borrowings under the facility is remused to be repaid on the final termination date, subject to a zero floor) plus 4.97%. The interest period of the facility is 6 months and default interest is calculated as an additional 1% on the overdue amount. The facility is required to be repaid on the final termination date, subject to Snita exercising an option to convert all or part of the loan into shares of the Company in connection with a QEO at the QEO Conversion Price (such shares, the "Conversion Shares"). A "QEO" refers to an offer of shares (or depositary receipts or other securities representing shares) of any class in the share capital of the Company, where the proposed capital raising is in an amount sequal to at least USD 350,000,000 or such other amount as the Borrower and Agent may agree from time to time), and in which no fewer than five (or such other number as the Borrower and Agent may agree from time to time), and in which has been repaid. The Company's obligations under the facility are not guaranteed or secured. The facility contains customary negative covenants, including, but not limited to, restrictions on the Company's ability to make certain acquisitions, loans and guarantees. The facility also contains certain affirmative covenants, including, but not limited to, certain information undertakings and access to senior management. The facility contains certain customary meterials, subject to certain customary materiality, best knowledge and other qualificativity provides that, upon the occurrence of certain events of default, the Company's obligations and warranties, covenant defaults, cross-acceleration with respect to our other indebtedness, corporate arrangement, winding-up, liquidation or similar proceedings, c

The Geely Term Loan Facility provides a credit facility of up to USD 250,000,000 with a term ending on June 20, 2027. The facility is denominated in U.S. dollars and is available for general corporate purposes. The interest rate applicable to borrowings under the facility is Term SOFR (as described in the facility and subject to a zero floor) plus 4.97%. The interest period of the facility is of months and default interest is calculated as an additional 1% on the overdue amount. The facility is required to be repaid on the final termination date, subject to Geely Sweden Automotive Investment AB exercising an option to convert all or part of the loan into shares of the Company in connection with a QEO at the QEO Conversion Price (such shares, the "Conversion Shares"). A "QEO" refers to an offer of shares (or depositary receipts or other securities representing shares) of any class in the share capital of the Company, where the proposed capital raising is in an amount equal to at least USD 350,000,000 (or such other amount as the Borrower and Agent may agree from time to time) institutional investors participate in the Offering. The "QEO Conversion Price" refers to the price per share at which the relevant shares are offered for sale pursuant to the QEO, conversion Price is not in U.S. dollars (if the offering price is not in U.S. dollars) at the Prevaling Rate (as defined in the facility). The Company may not re-borrow any part of the Geely Term Loan Facility which has been repaid. The Company's ability at so contains certain affirmative covenants, including, but not limited to, restrictions on the Company's ability to make certain acguistions, loans and quarantees. The facility contains customary negative covenants, including, but not limited to, restrictions on the Company's ability to make certain acguistions, loans and quarantees. The facility also contains certain affirmative covenants, including, but not limited to, certain customary materiality, best knowledge and other qualifications. The facility provid

The Framework Assignment and License Agreement among Volvo Car Corporation and Polestar Performance AB, dated October 31, 2018 and the Car Model Assignment and License Agreement, dated as of October 31, 2018, between Volvo Car Corporation, Polestar Performance AB and Polestar New Energy Vehicle Co. Ltd., as amended by the *Side Letter*, dated as of May 5, 2021, between Volvo Car Corporation and Polestar Performance AB are agreement, dated as of May 5, 2021, between Volvo Car Corporation and Polestar Performance AB are agreement, dated as of May 5, 2021, between Volvo Car Corporation and Polestar Performance AB are agreements governing the assignment of and License Agreement, dated as of May 5, 2021, between Volvo Car Corporation and Polestar Performance AB are agreements governing the assignment of and License Agreement remains in force during the validity of the license period of the license granted under the contract. The Framework Assignment and License Agreement remains in offect until aix months after all Car Model Assignment and License Agreement remains within 60 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Performance AB also has certain terminated. Further, the Car Model Assignment and License Agreement is energy to thicle Co. Ltd., the Car Model Assignment and License Agreement is ensergivenent in the paragraph below are meant to constitute the same agreement. On December 23, 2020, Volvo Car Corporation and Carcellation rights under the agreement relating to a dispute that arose pursuant to the Car Model Assignment and License Agreement to Performance AB and Polestar Performance AB as a polestar Performance AB and Polestar Performance AB as a polestar Performance AB as agreement termination and Cancellation rights under the car Model Assignment and License Agreement tender to be the t

Pursuant to the Side Letter, the termination of one Car Model Assignment and License Agreement gives Volvo Car Corporation the right to immediately terminate the other Car Model Assignment and License Agreement.

PHEV IP Sub-License Agreement, dated as of September 4, 2018, between Volvo Car Corporation and Polestar Performance AB is a sub-license agreement relating to certain technology used in Polestar vehicles. The agreement provides that Polestar Performance AB will pay Volvo Cars a per vehicle fee determined in accordance with the agreement and paid on a monthly basis. The agreement may terminate within 90 days of written notice for breach or immediately upon the insolvency of the other party.

PHEV IP Sub-License Agreement, dated as of September 7, 2018, between Volvo Car Corporation and Polestar New Energy Vehicle Co. Ltd, as amended by the Novation Agreement, dated as of December 8, 2020, by and among Polestar New Energy Vehicle Co., Ltd, Polestar Automotive China Distribution Co., Ltd. and Volvo Car Corporation is a sublicense agreement relating to certain technology used in Polestar vehicles. The agreement provides that Polestar Performance AB will pay Volvo Cars a per vehicle fee determined in accordance with the agreement and paid on a monthly basis. In addition, if an "Event of Default" (as defined in the agreement) occurs, the non-defaulting party may terminate the agreement with immediate effect.

Change Management Agreement, dated as of June 12, 2020, between Volvo Car Corporation and Polestar Performance AB is an agreement regulating certain updates and upgrades made to certain technology in the Polestar 1. The agreement provides that Polestar Performance AB will pay Volvo Car Corporation a fee based on 100% of Volvo Car Corporation's actual development cost, as calculated on a time and material basis applying an arm's length mark-up. The hourly rates charged under the agreement are reviewed and updated annually. The agreement remains in effect during the validity of the license period of the license granted under the agreement unless terminated upon 12 months' written notice. In addition, the agreement, because the agreement are reviewed and cancellation and cancellation rights under the agreement.

Service Agreement, dated as of October 31, 2018, between Volvo Car Corporation and Polestar New Energy Vehicle Co. Ltd., as amended by the Novation Agreement, dated as of December 8, 2020, by and among Polestar New Energy Vehicle Co., Ltd., Polestar Automotive China Distribution Co., Ltd. and Volvo Car Corporation is a service agreement governing certain sourcing services provided by Volvo Car Corporation to Polestar Automotive China Distribution Co., Ltd. transferred its rights and obligations under the agreement in accordance with a novation agreement). The agreement provides that Polestar Automotive China Distribution Co., Ltd. Will pay Volvo Car Corporation a semi-annual service charge calculated on a time and material basis applying an arm's length mark-up to the full cost incurred, and the hourly rates are reviewed and updated annually by mutual agreement of the parties. The agreement terminates on the date of the final status report, though either party may terminate

for convenience upon 60 days' written notice. Polestar Automotive China Distribution Co., Ltd. also has the right to cancel for convenience the services performed under the agreement upon 30 days' written notice. In addition, the agreement may terminate within 14 days of written notice for breach or immediately upon the insolvency of the other party.

Service Agreement, dated as of November 17, 2020, between Volvo Cars Technology (Shanghai) Co., Ltd. and Polestar New Energy Vehicle Co., Ltd. is a service agreement under which Volvo Cars Technology (Shanghai) Co., Ltd. provides Polestar New Energy Vehicle Co., Ltd. with procurement services needed for Polestar vehicle maintenance at the Chengdu plant. The agreement provides that Polestar New Energy Vehicle Co., Ltd. with procurement services needed for Polestar vehicle maintenance at the Chengdu plant. The agreement provides that Polestar New Energy Vehicle Co., Ltd. will pay Volvo Cars Technology (Shanghai) Co., Ltd. ano numbly service charge based on the actual hours required for the service to the performed charged at hourly rates. The hourly rates used to calculate the service charge based on the actual hours required for the service (Shanghai) Co., Ltd. and an annual basis. The agreement remains in effect until the services are complete. Either party may terminate the agreement for convenience upon 60 days' written notice. Further, either party may terminate within 30 days of written notice for breach or immediately upon the insolvency of the other party. Polestar New Energy Vehicle Co., Ltd. also governs procurement services needed for Polestar vehicles at the Chenology (Shanghai) Co., Ltd. *The Service Agreement*, dated as of November 13, 2020, between Volvo Car Corporation and Polestar New Energy Vehicle Co., Ltd. also governs procurement services needed for Polestar vehicles at the Chenologu (Shanghai) Co., Ltd. *The Service Agreement*, but with Volvo Car Corporation acting as the service provider under the contract.

Service Agreement, dated as of October 31, 2018, between Volvo Car Corporation and Polestar New Energy Vehicle Co. Ltd., as amended by the Novation Agreement, dated as of December 8, 2020, by and among Polestar New Energy Vehicle Co., Ltd., as amended by the Novation Agreement, dated as of December 8, 2020, by and among Polestar New Energy Vehicle Co., Ltd., and Polestar Automotive China Distribution Co., Ltd. and Volvo Car Corporation is a service agreement under which Volvo Cars provides Polestar New Energy Vehicle Co. Ltd. and Polestar Automotive China Distribution Co., Ltd. with manufacturing engineering services connected with Polestar 1 and Polestar 2, respectively. The agreement provides that the applicable Polestar entity will pay Volvo Cars a semi- annual service charge based on the estimated hours required for the services to be performed charged at hourly rates. The hourly rates used to calculate the service charges are calculated using the full cost incurred plus an arm's length markup, and the hourly rates are determined by the parties on an annual basis. This agreement remains in effect until the date of the final status report as described in the agreement. Either party may terminate the agreement for convenience upon 60 days' written notice. Further, either party may terminate the agreement, dated as of December 8, 2020, by and among Polestar New Energy Vehicle Co., Ltd., as amended by the *Novation Agreement*, dated as of December 8, 2020, by and among Polestar vehicles and its terms largely mirror the previously described agreement, but with Daqing Volvo Car Manufacturing Co. Ltd. and Polestar New Energy Vehicle Co. Ltd., as greenent revices for enation to the production of Polestar vehicles and its terms largely mirror the previously described agreement, but with Daqing Volvo Car Manufacturing Co. Ltd. as the service Agreement revices of revice agreement revices and the tervice agreement provided that Volvo Car Corporation would compensate Polestar New Energy Vehicle Co. Ltd. for costs and lo

Service Agreement, dated as of October 31, 2018, between Volvo Car Corporation and Polestar New Energy Vehicle Co. Ltd., as amended by the Novation Agreement, dated as of December 8, 2020, by and among Polestar New Energy Vehicle Co. Ltd., as amended by the Novation Agreement, dated as of December 8, 2020, by and among Polestar New Energy Vehicle Co. Ltd., and Polestar Automotive China Distribution Co., Ltd. and Volvo Car Corporation is a service agreement under which Volvo Car Corporation provides Polestar New Energy Vehicle Co. Ltd. and Polestar Automotive China Distribution Co., Ltd. with logistics engineering services connected with the Polestar 1 and Polestar 2, respectively. The agreement provides that the applicable Polestar entity will pay Volvo Car Corporation a semi-annual service charge based on the estimated hours required for the services to be performed charged at hourly rates. The hourly rates used to calculate the service charges are calculated using the full cost incurred plus an arm's length markup, and the hourly rates are determined by the parties on an annual basis. The agreement remains in effect until the date of the final status report as described in the agreement. Either party may terminate the agreement notice for breach or immediately upon the insolvency of the other party. The applicable Polestar New Energy Vehicle Co. Ltd., as amended by the *Novation Agreement*, dated as of December 2, 2018, between Volvo Car (Asia Pacific) Investment Holding Co. Ltd. and Polestar New Energy Vehicle Co. Ltd., estart Automotive China Distribution Co., Ltd and Volvo Car (Asia Pacific) Investment Holding Co. Ltd. and Polestar New Energy Vehicle Co. Ltd., as amended by the provider. Service agreement, attend as of December 8, 2020, by and among Polestar New Energy Vehicle Co. Ltd., Polestar Automotive China Distribution Co., Ltd and Volvo Car (Asia Pacific) Investment Holding Co. Ltd. and Polestar New Energy Vehicle Co. Ltd., as amended by the provider. Service arouted as of December 8, 2020, by and a

Service Agreement, dated as of August 9, 2018, between Zhongjia Automobile Manufacturing (Chengdu) Co. Ltd. and Polestar New Energy Vehicle Co. Ltd., as amended by the Amendment Agreement to the Service Agreement, dated as of August 26, 2020, between Zhongjia Automobile Manufacturing (Chengdu) Co., Ltd. and Polestar New Energy Vehicle Co., Ltd., AB is a service agreement governing certain services that Zhongjia Automobile Manufacturing (Chengdu) Co., Ltd. and Polestar New Energy Vehicle Co., Ltd., as amended by the Amendment Agreement to the Service Agreement, dated as of August 26, 2020, between Zhongjia Automobile Manufacturing (Chengdu) Co., Ltd. and Polestar New Energy Vehicle Co., Ltd., area the electrocoating of the Polestar New Energy Vehicle Co. Ltd. will pay Zhongjia Automobile Manufacturing (Chengdu) Co. Ltd. a monthly service fee based on an actual total cost basis with a mark-up to an arm's length price using the cost plus method. This service charge is reviewed and updated annually by the parties and is based on a benchmarking study. The agreement remains in effect until terminated. The agreement may be terminated for convenience by either party upon six months' written notice. Further, the agreement may terminate within 30 days of written notice for breach or immediately upon the insolvency of the other party. Polestar New Energy Vehicle Co. Ltd. also has additional service cancellation and termination rights under the agreement.

Service Agreement, dated as of December 17, 2019, between Volvo Car Belgium NV, Ltd. and Polestar Performance AB, as amended by the Amendment to the Service Agreement, dated as of March 4, 2020, between Volvo Car Belgium NV, Ltd. and Polestar Performance AB governs the performance of various services relating to Polestar vehicles that are provided by Volvo Car Belgium NV, Ltd. to Polestar Performance AB at ESDIC in Gent, Belgium. The agreement provides that Polestar Performance AB will pay Volvo Car Belgium NV, Ltd. a monthly service charge based on hourly rates using the cost plus method. The hourly rates are

determined annually by Volvo Car Belgium NV, Ltd., and Polestar Performance AB reimburses Volvo Car Belgium NV, Ltd. for all of its costs incurred to provide the services. The agreement remains in effect until the services are completed or the agreement is otherwise terminated. Either party may terminate the agreement for convenience upon 60 days' written notice. Further, either party may terminate within 30 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Performance AB also has additional service cancellation and termination rights under the agreement.

Component Supply Agreement, dated as of 2018, between Polestar New Energy Vehicle Co., Ltd. and Zhejiang Haoqing Automobile Manufacturing Co., Ltd. Chengdu Branch is a supply agreement governing Zhejiang Haoqing Automobile Manufacturing Co., Ltd. Chengdu Branch is a supply agreement governing Zhejiang Haoqing Automobile Manufacturing Co., Ltd. Chengdu Branch is a supply agreement governing Zhejiang Haoqing Automobile Manufacturing Co., Ltd. Chengdu Branch is a supply agreement governing Zhejiang Haoqing Automobile Manufacturing Co., Ltd. Chengdu Branch is a supply agreement governing Zhejiang Haoqing Automobile Manufacturing Co., Ltd. Chengdu Branch is a supply agreement governing Zhejiang Haoqing Automobile Manufacturing Co., Ltd. Chengdu Branch is a supply agreement governing Zhejiang Haoqing Automobile Manufacturing Co., Ltd. Chengdu Branch is a supply agreement governing Zhejiang Haoqing Automobile Manufacturing Co., Ltd. Chengdu Branch is a supply agreement governing Zhejiang Haoqing Automobile Manufacturing Co., Ltd. Chengdu Branch is a supply agreement governing Zhejiang Haoqing Automobile Manufacturing Co., Ltd. Chengdu Branch is a supply agreement governing Zhejiang Haoqing Automobile Manufacturing Co., Ltd. The agreement provides that Zhejiang Haoqing Automobile Manufacturing Co., Ltd. Chengdu Branch must compensate Polestar New Energy Vehicle Co., Ltd. supplies during a calendar year. Such compensation is calculated using an arm's length principe. The agreement automatically extends on January 1 of each year unless terminated. The agreement, in whole or in part, may be terminated immediately upon the insolvency of the other party, and either party may terminate for convenience upon 12 months' written notice.

General Distributor Agreement, effective as of January 1, 2020, between Zhejiang Haoqing Automobile Manufacturing Co., Ltd. Chengdu Branch and Polestar Automotive China Distribution Co., Ltd. is an agreement provides that Zhejiang Haoqing Automobile Manufacturing Co., Ltd. Chengdu Branch will supply certain goods to Polestar Automotive China Distribution Co., Ltd. will then distribute either itself or through an authorized dealer. Polestar Automotive China Distribution Co., Ltd. will contract products. The agreement may be terminated only in two years' intervals by giving two months' notice with effect as per Deember 31 of any subsequent second year. Unless a termination notice is given, the agreement continues in effect for an additional two years. Further each party may immediately terminate the agreement for "good cause" as described in and pursuant to the agreement.

License, License Assignment and Service Agreement, dated as of February 15, 2021, between Volvo Car Corporation and Polestar Performance AB is a license assignment and service agreement under which Volvo Car Corporation provides development services to Polestar Performance AB. The agreement relates to certain technology to be developed, assigned or licensed by Volvo Car Corporation to Polestar Performance AB is a license assignment and service agreement under which Volvo Car Corporation to Polestar Performance AB is a license assignment and service agreement under which Volvo Car Corporation to Polestar Performance AB is a license assignment and service agreement under which Volvo Car Corporation to Polestar Performance AB is a license assignment and service agreement under which Volvo Car Corporation on an annual basis. The agreement relates to certain technology to be developed, assigned or licensed by Volvo Car Corporation on an annual basis. The agreement remains in effect during the performance of the services and the validity of the license period of the license granted under the agreement. Either party may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Performance AB also has additional service cancellation and termination rights under the agreement. In the event of certain breaches by Volvo Car Corporation, Polestar Performance AB is a benitted to terminate the agreement within 10 days' written notice. While Polestar Performance AB may cancel the delivery of "Polestar Technology" or "PS Unique Volvo Technology" (each as defined in the agreement) for convenience upon 30 days' written notice, both parties are limited in their ability to cancel the delivery of "Volvo Technology" (as defined in the agreement).

License and License Assignment Agreement, dated as of February 15, 2021, between Volvo Car Corporation and Polestar Automotive China Distribution Co. Ltd. is a license agreement under which Volvo Car Corporation will provide certain development services for Polestar Automotive China Distribution Co. Ltd. relating to the development of technology to be used in future model year programs of the Polestar 2. The terms of the agreement largely mirror those of the License, License Assignment and Service Agreement described in the above paragraph.

Car Model Manufacturing Agreement, dated as of November 28, 2018, between First Automobile Branch of Zhejiang Haoqing Automobile Manufacturing Co., Ltd. and Polestar New Energy Vehicle Co. Ltd., as amended by the Novation Agreement, dated as of July 7, 2021, between Polestar New Energy Vehicle Co., Ltd., Polestar Automotive China Distribution (Taizhou) Co., Ltd. and First Automobile Branch of Zhejiang Haoqing Automobile Manufacturing Co., Ltd. and First Automobile Branch of Zhejiang Haoqing Automobile Manufacturing Co., Ltd. and First Automobile Branch of Zhejiang Haoqing Automobile Manufacturing Co., Ltd. searcement, dated as of July 7, 2021, between Polestar New Energy Vehicle Co., Ltd., Polestar Automotive China Distribution (Taizhou) Co., Ltd. and First Automobile Branch of Zhejiang Haoqing Automobile Manufacturing plant in Luqiao. Under the agreement, Asia Euro Automobile Manufacturing (Taizhou) Co., Ltd. annufactures and assembles the vehicle up to close-to-final status, and First Automobile Branch of Zhejiang Haoqing Automobile Manufacturing Co., Ltd. then completes and sells the completed product to Polestar Automotive China Distribution (Taizhou) Co., Ltd. (who replaced Polestar New Energy Vehicle Co., Ltd., pursuant to the novation agreement). The products are priced based on their full cost of production, including Polestar Automotive China Distribution (Taizhou) Co., Ltd.'s pro rata portion of the common cost of the plant, plus a mark-up that is reviewed and adjusted according to certain benchmarks. The prices for vehicles produced in the plant are determined by First Automobile Branch of Zhejiang Haoqing Automobile Manufacturing Co., Ltd., and are subject to review and amendment on a monthly basis. The agreement terminates seven years after becoming effective, and either party may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party. If Polestar Automotive China Distribution (Taizhou) Co., Ltd. discontinues having vehicles produced at the Luqia

Car Model Manufacturing Agreement, dated as of November 26, 2018, between Asia Euro Automobile Manufacturing (Taizhou) Co., Ltd. and Polestar Performance AB, as supplemented by the Supplement Car Manufacturing Agreement, dated as of May 2021, between Polestar Performance AB and Asia Euro Manufacturing (Taizhou) Co. Ltd., as amended by the Amendment Car Model Manufacturing Agreement, dated as of July 7, 2021, between Polestar Performance AB and Asia Euro Model Manufacturing of manufacturing of manufacturing of the manufacturing of the manufacturing of the manufacturing of Careful Agreement, dated as of July 7, 2021, between Polestar Performance AB and Asia Euro Model Manufacturing of Careful Agreement and by the Amendment Car Model Manufacturing of Careful Agreement, dated as of July 7, 2021, between Polestar Performance AB and Asia Euro Model Manufacturing of Careful Agreement agreement agreement governing the manufacturing of Careful Agreement agreement agreement agreement governing the manufacturing of Careful Agreement agreemen

License, License Assignment and Service Agreement, dated as of June 30, 2019, between Volvo Car Corporation and Polestar Performance AB, as supplemented by the Side Letter, dated as of June 30, 2019, between Volvo Car Corporation, Volvo Cars (China) Investment Co., Ltd., Polestar Performance AB and Polestar New Energy Vehicle Co. Ltd., as amended by the Amendment Agreement to the License, License Agreement and Service Agreement, dated as of December 19, 2019, between Volvo Car Corporation and

Polestar Performance AB is a license assignment and service agreement relating to certain development services and technology. The agreement remains in effect during the performance of the services and the validity of the license period of the license granted under the agreement. Either party may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party. In the event of certain breaches by Volvo Car Corporation, Polestar Performance AB is also entitled to terminate the agreement with 120 days' written notice. While Polestar Performance AB may cancel the delivery of "Polestar Technology" or "PS Unique Volvo Technology" (each as defined in the agreement) for convenience upon 30 days' written notice, both parties are limited in their ability to cancel the delivery of "Volvo Technology" (as defined in the agreement).

License Agreement, dated as of June 30, 2019, between Volvo Car Corporation and Polestar New Energy Vehicle Co., Ltd., as supplemented by the *Side Letter*, dated as of June 30, 2019, between Polestar Performance AB, Polestar New Energy Vehicle Co., Ltd., Volvo Car Corporation and Volvo Cars (China) Investment Co. Ltd., as amended by the *Novation Agreement*, dated as of December 8, 2020, by and among Polestar New Energy Vehicle Co., Ltd., Polestar New Energy Vehicle Co., Ltd., and Volvo Car Corporation is a license agreement relating to certain technology associated with the Polestar 3 in China. The agreement reints in effect during the validity of the license period of the license granted under the agreement with 120 days of written notice. While Polestar may cancel the delivery of "PS Unique Volvo Technology" (as defined in the agreement) for convenience upon 30 days' written notice, both parties are limited in their ability to cancel the delivery of "Volvo Technology" (as defined in the agreement).

Service Agreement, dated as of June 30, 2019, between Volvo Cars (China) Investment Co., Ltd. and Polestar New Energy Vehicle Co. Ltd., as supplemented by the Side Letter, dated as of June 30, 2019, between Volvo Cars (China) Investment Co., Ltd., Polestar Performance AB and Polestar New Energy Vehicle Co. Ltd., as amended by the Amendment Agreement to the Service Agreement, dated as Of November 28, 2019, between Volvo Cars (China) Investment Co., Ltd., as amended by the Novation Agreement, dated as of December 8, 2020, by and among Polestar New Energy Vehicle Co. Ltd., as amended by the Novation Agreement, dated as of December 8, 2020, by and among Polestar New Energy Vehicle Co., Ltd., as amended by the Novation Agreement, dated as of December 8, 2020, by and among Polestar New Energy Vehicle Co., Ltd., as amended by the Novation Agreement, dated as of December 8, 2020, by and among Polestar New Energy Vehicle Co., Ltd., as amended by the Novation Agreement, and volvo Cars (China) Investment Co., Ltd. and Volvo Cars (China) Investment Co., Ltd. is a service agreement in relation to manufacturing engineering, logistic engineering and procurement provides that the applicable Polestar entity will pay three affiliates of Volvo Cars (China) Investment Co., Ltd. (ii) Volvo Cars (Asia Pacific) Investment Hooding Co., Ltd.) a fixed fee for their services provided under the agreement. The agreement remains in effect during the performance of the services and the validity of the license granted to the applicable Polestar entity may terminate within 60 days of written notice.

Side Letter, dated as of June 30, 2019, between Volvo Car Corporation, Volvo Cars (China) Investment Co., Ltd., Polestar Performance AB and Polestar New Energy Vehicle Co. Ltd., provides that the intention of these parties is for each of the main agreements described in the four previous paragraphs to actually constitute one agreement. In light of the foregoing, the side letter provides that it is the parties' intention to share the total amount payable to the Volvo entities under the four agreements fairly between the Polestar entities as described in the side letter.

Service Agreement, dated as of August 31, 2020, between Volvo Cars Technology (Shanghai) Co., Ltd. and Polestar Automotive China Distribution Co. Ltd. is a service agreement governing certain indirect procurement services provided by Volvo Cars Technology (Shanghai) Co., Ltd. to Polestar Automotive China Distribution Co. Ltd. relating to the production of the Polestar 3 at the Chengdu plant. The agreement provides that Polestar Automotive China Distribution Co. Ltd. relating to the production of the Polestar 3 at the Chengdu plant. The agreement provides that Polestar Automotive China Distribution Co. Ltd. will pay Volvo Cars Technology (Shanghai) Co., Ltd. a monthly service charge based on the actual hours required for the services to be performed. The hourly rates are calculated using the full cost incurred plus an arm's length mark-up and are determined annually by Volvo Cars Technology (Shanghai) Co., Ltd. The agreement remains in effect until the services are complete. Either party may terminate the agreement for convenience upon 60 days' written notice. Further, either party may terminate within 30 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Automotive China Distribution Co. Ltd. also has additional service cancellation and termination rights under the agreement.

Service Agreement, dated as of September 1, 2020, between Volvo Car Corporation and Polestar Automotive China Distribution Co. Ltd. is a service agreement governing certain indirect procurement services provided by Volvo Car Corporation to Polestar Automotive China Distribution Co. Ltd. relating to the production of the Polestar 3 at Volvo Car Corporation's Chengdu plant. The agreement provides that Polestar Automotive China Distribution Co. Ltd. will pay Volvo Car Corporation a monthly service charge based on the actual hours required for the services to be performed. The hourly rates are calculated using the full cost incurred plus an arm's length mark-up and are determined annually by Volvo Car Corporation Integreement for convenience upon 60 days' written notice. Further, either party may terminate the agreement for convenience upon 60 days' written notice. Further, either party may terminate within 30 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Automotive China Distribution and termination rights under the agreement.

License Agreement, dated as of December 23, 2020, between Polestar Performance AB and Volvo Car Corporation is a license agreement relating to certain intellectual property developed by Polestar Performance AB. The agreement remains in effect during the validity of the license period of the license granted under the agreement, which is until model year 2024. Either party may terminate within 30 days of written notice for breach or immediately upon the insolvency of the other party.

Performance Software Agreement, dated as of January 1, 2020, between Polestar Performance AB and Volvo Car Corporation is an agreement relating to the design, development and supply of performance enhancing software by Polestar Performance AB for Volvo Car Corporation to distribute in their infrastructure for software download. The agreement remains in effect until either party terminates the agreement. Either party may terminate the agreement for convenience by giving notice to the other party at least six months before the start the start of the next model year, which is week seventeen, day one of each year. If the agreement is terminated for convenience, the agreement will remain in force until the start of the next model year witten notice for breach or immediately upon the insolvency of the other party.

Financial Undertaking Agreement—Investments for Vehicle Assembly, dated as of February 27, 2020, between Zhongjia Automobile Manufacturing (Chengdu) Co., Ltd. and Polestar Automotive China Distribution Co., Ltd. is an agreement that establishes Polestar Automotive China Distribution Co., Ltd.'s binding commitment to pay for investments made by Zhongjia Automobile Manufacturing (Chengdu) Co., Ltd. relating to the production of the Polestar 3 at Volvo Car Corporation's Chengdu plant. The agreement asses forth the parties' intention to enter into another agreement governing the actual production of Polestar vehicles at the Chengdu plant. The agreement for the Polestar vehicles. Either party may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party. Prior to a certain point specified in the agreement, Polestar Automotive China Distribution Co., Ltd. may terminate the agreement for convenience upon 60 days' written notice, and Zhongjia Automobile Manufacturing (Chengdu) Co., Ltd. may terminate in the event of an unremedied material breach.

Service Agreement, dated as of February 2021, between Zhongjia Automobile Manufacturing (Chengdu) Co., Ltd. and Polestar Automotive China Distribution Co. Ltd. is a service agreement under which Polestar Automotive China Distribution Co. Ltd. purchases Zhongjia Automobile Manufacturing (Chengdu) Co., Ltd.'s IT services to support the production of the Polestar 3 in the Chengdu plant. The agreement provides that Polestar Automotive China Distribution Co. Ltd. will pay Zhongjia Automobile Manufacturing (Chengdu) Co., Ltd.'s IT services to support the production of the Polestar 3 in the Chengdu plant. The agreement provides that Polestar Automotive China an arm's length mark-up, and such hourly rates take into account the full cost incurred plus an arm's length mark-up, and such hourly rates take into account the full cost incurred plus and the origin Automobile Manufacturing (Chengdu) Co., Ltd. annothly service Charge based on the actual hours required to perform the services. The hourly rates take into account the full cost incurred plus and any and "service" agreement for convenience upon 60 days' written notice. Further, either party may terminate within 30 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Automotive China Distribution Co. Ltd. and additional service cancellation and termination rights under the agreement. The Service Agreement, dated as of April 28, 2021, between Volvo Car Corporation and Polestar Automotive China Distribution Co. Ltd. largely mirrors the previously described agreement to with Volvo Car Corporation acting as the service provider.

Financial Undertaking Agreement—Investments for Vehicle Assembly, dated as of March 17, 2021, between Volvo Car Corporation and Polestar Performance AB is an agreement relating to the planned production of Polestar 3 vehicles in Volvo Cars' South Carolina, USA plant. The agreement imposes a binding commitment on Polestar Performance AB to fund certain investments, relating to common equipment, for example, necessary to manufacture and assemble due to a more robust agreement governing production on later than one year before such robust. The agreement provides that the general principle to be applied to the pricing of such vehicle production will be one of actual cost plus a mark-up. The agreement terminates when the more detailed production agreement is signed. In addition, either party may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Performance AB also has the right to terminate the agreement for vehicle scribed as of March 23, 2021, between Volvo Car Corporation and Polestar Performance AB also greement. As Breatenet for Scribed agreement but instead imposes investment commitments on Polestar Performance AB area principle to be applied to the production spined at as of March 23, 2021, between Volvo Car Corporation and Polestar Performance AB area principle to spined agreement for convenience upon 60 days' written notice. The Financial Undertaking Agreement Agreement Agreement Agreement of Polestar Performance AB area performance AB area performance AB area performance AB area performance AB relating to Polestar 3, 2021, between Volvo Car Corporation and Polestar Performance AB area p

Service Agreement, dated as of March 24, 2020, between Volvo Car Corporation and Polestar Performance AB is a service agreement under which Volvo Car Corporation will provide design services for a new Polestar vehicle. The agreement provides that Polestar Performance AB will pay Volvo Car Corporation a monthly service charge based on the actual hours required to perform the services. The hourly rates take into account the full cost incurred plus an arm's length mark-up, and such hourly rates are determined by Volvo Car Corporation annually. The agreement remains in effect until the services are complete. Either party may terminate the agreement for convenience upon 60 days' written notice. Further, either party may terminate within 30 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Performance AB also has additional service cancellation and termination rights under the agreement.

Service Agreement, dated as of November 27, 2020, between Volvo Car Corporation and Polestar Performance AB is a service agreement under which Volvo Car Corporation will provide complete design services (i.e., from the concept phase until the start of production) for a new Polestar vehicle. The agreement provides that Polestar Performance AB will pay Volvo Car Corporation a monthly service charge based on the actual hours required to perform the services. The hourly rates take into account the full cost incurred plus an arm's length mark-up, and such hourly rates are determined by Volvo Car Corporation annually. The agreement remains in effect until the services are complete. Either party may terminate the agreement for convenience upon 60 days' written notice. Further, either party may terminate within 30 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Performance AB also has additional service cancellation and termination rights under the agreement.

Service Agreement, dated as of January 18, 2021, between Ningbo Geely Automobile Research & Development Co., Ltd. and Polestar Performance AB is a service agreement under which Ningbo Geely Automobile Research & Development Co., Ltd. provides research and development services to Polestar Performance AB for the concept phase of the development of a new Polestar vehicle. The agreement provides that Polestar Performance AB will pay Ningbo Geely Automobile Research & Development Co., Ltd. a fixed price service charge, for which Polestar Performance AB has paid two out of the three total installments. This fixed price is based on an estimate of the hours and resources required to perform the services. The agreement remains in effect until the services are complete. Either party may terminate the agreement provide provides written notice for breach or immediately upon the insolvency of the other party. Polestar Performance AB also has additional service cancellation and termination rights under the agreement.

Service Agreement, dated as of January 28, 2020, between Volvo Car Corporation and Polestar Performance AB is a service agreement under which Volvo Car Corporation provides Polestar Performance AB with customer care, consumer and care services. The agreement provides that Polestar Performance AB will pay Volvo Car Corporation a monthly service charge taking into account operations costs, implementation costs, development costs and central administrative costs. The hourly rates used to calculate the service argreement full cost incurred plus an arm's length markup, and the hourly rates are determined by Volvo Car Corporation on an annual basis. The agreement free until the service complete. Either party may terminate the agreement for convenience upon 12 months' written notice. Further, either party may terminate within 30 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Performance AB also has an immediate termination right with respect to certain breaches by Volvo Car Corporation.

Service Agreement, dated as of September 4, 2020, between Volvo Car Corporation and Polestar Performance AB is a service agreement under which Volvo Car Corporation provides Polestar Performance AB with technical support to dealers or workshops who are repairing, maintaining and/or servicing Polestar vehicles. The agreement provides that Polestar Performance AB will pay Volvo Car Corporation a monthly service charge taking into account a base price (the full cost of the forecasted number of hours multiplied by the hourly rate) and an excess case price (the cost per case over and above the capacity of the number of forecasted nours covered by the base price charge). The hourly rates used to calculate the service charge are calculated using the full cost incurred plus an arm's length markup, and the hourly rates are determined by Volvo Car Corporation on an annual basis. The agreement remains in effect until the services are complete. Either party may terminate the agreement for convenience upon 6 months' written notice. Further, either party may terminate within 30 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Performance AB also has an immediate termination right with respect to certain breaches by Volvo Cars.

Service Agreement, dated as of September 4, 2020, between Polestar Performance AB and Volvo Bil i Göteborg AB is a service agreement under which Volvo Bil i Göteborg AB personnel provides support in operating Polestar Performance AB's Damage Repair European Centre and repairing Polestar 1 vehicles. The agreement provides that Polestar Performance AB will pay Volvo Car Corporation a service charge taking into account an hourly work rate (which varies depending on the type of activity performed) and the amount of time worked. The hourly rates and material cost used to calculate the service etarges are determined by Volvo Bil i Göteborg AB on an annual basis. The agreement remains in effect until the services are complete. Either party may terminate the agreement for convenience upon 60 days' written notice. Further, either party may terminate within 30 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Performance AB also has additional service cancellation and termination rights under the agreement.

License Agreement, dated as of December 6, 2020, between Volvo Car Corporation and Polestar Performance AB, as amended by the Amendment Agreement, dated as of June 30, 2021, between Volvo Car Corporation and Polestar Performance AB is a license agreement under which Volvo Car Corporation will develop and license to Polestar Performance AB a digital platform to be used for making vehicle repair and maintenance information available for independent operators (the "GOLD Platform"). The license fee is determined by Volvo Car Corporation on an annual basis and is based on the activities performed when Volvo Car Corporation develops project results. The license fee should equal 50% of the actual development cost, which take into account the full cost incurred plus an arm's length mark-up. The agreement remains in force during the validity of the license period granted to Polestar Performance AB also has immediate termination rights with respect to certain not insignificant breaches by Volvo Car Corporation.

Service Agreement, dated as of December 6, 2020, between Volvo Car Corporation and Polestar Performance AB with various operation and maintenance services related to the GOLD Platform. The agreement provides that Polestar Performance AB will pay Volvo Car Corporation a monthly service charge based on Polestar Performance AB's share of actual hours required for the services to be performed by Volvo Car Corporation. The hourly rates used to calculate the service charge are calculated using the full cost incurred plus an arm's length markup, and the hourly rates are determined by Volvo Car Corporation on an annual basis. The agreement for the services are complete. Either party may terminate the agreement required of or breach or immediately upon the insolvency of the other party. Polestar Performance AB also has certain service cancellation rights and has an immediate termination right with respect to certain breaches by Volvo Car Corporation.

Service Agreement, dated as of March 24, 2020, between Volvo Car Corporation and Polestar Performance AB is a service agreement under which Volvo Car Corporation provides Polestar Performance AB with outbound logistics services via the use of Volvo Car Corporation's existing vehicle distribution network. The agreement is one of six agreements that the parties have agreed to enter into relating to such outbound logistics services. The agreement provides that Polestar Performance AB will pay Volvo Car Corporation a monthly service charge taking into account the estimated hours and other costs for the services to be performed. The service charges are updated each new calendar year based on changes in required resources, costs and forecasted volumes. The hourly rates used to calculate the service charges are calculated using the full cost incurred plus an arm's length makup, and the hourly rates used to calculate the services care cancellated using the full cost incurred plus an arm's length motio. Further, either party may terminate within 30 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Performance AB also has an immediate termination right with respect to certain breaches by Volvo Car Corporation.

Service Agreement, dated as of January 19, 2020, between Volvo Car UK Limited and Polestar Performance AB is a service agreement under which Volvo Car UK Limited provides Polestar Performance AB with certain services pertaining to customs clearance and duty declarations relating to the import of Polestar vehicles into the United Kingdom. The agreement provides that Polestar Performance AB will pay Volvo Car UK Limited a monthly service charge based on the actual cost for external resources and actual hours worked by Volvo Car UK Limited's staff required for the services to be carried out. The hourly rates used to calculate the service charge are calculated using the full cost incurred plus an arm's length markup, and the hourly rates are determined by Volvo Car UK Limited on an annual basis. Polestar Performance AB is also responsible for the cost for the services provided by the customs broker. The agreement remains in effect until terminated by at least one party in accordance with the agreement. Either party may terminate the agreement for convenience upon 90 days' written notice. Further, either party may terminate within 30 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Performance AB also has an immediate termination right with respect to certain breaches by Volvo Car UK Limited.

European CO2 Emission Credit Payment Agreement, dated as of November 27, 2020, between Volvo Car Corporation and Polestar Performance AB is an agreement under which Volvo Car Corporation agreed to pay Polestar Performance AB an amount equal to approximately 33% of the carbon credits attributable to Volvo Cars under an Open Pool Commercial Agreement, dated as of October 29, 2020, between Volvo Car Corporation and Ford Werke GmbH. The payment reflects the proportion of carbon credits attributable to Volvo Cars under the Open Pool Commercial Agreement that are, in turn, attributable to Polestar vehicles and is based on the number of Polestar vehicles.

Parts Supply and License Agreement Polestar Aftermarket Parts and Accessories (CHINA), dated as of November 22, 2021, between Polestar Automotive China Distribution Co., Ltd and Volvo Car Distribution (Shanghai) Co., Ltd is a supply and license agreement under which Volvo Car Distribution (Shanghai) Co., Ltd distributes the aftermarket parts and accessories of Polestar Automotive China Distribution Co., Ltd and Volvo Car Distribution (Shanghai) Co., Ltd distributes the aftermarket parts and accessories of Polestar Automotive China Distribution Co., Ltd is in China. Under this agreement, Polestar Automotive China Distribution Co., Ltd will pay a monthly license fee to Polestar Automotive China Distribution Co., Ltd will pay a monthly license fee to Polestar Automotive China Distribution Co., Ltd will pay a monthly license fee to Polestar Automotive China Distribution Co., Ltd must pay Volvo Car Distribution (Shanghai) Co., Ltd orea Distribution Ponti" (each as defined in the agreement, Polestar Automotive China Distribution Co., Ltd must pay Volvo Car Distribution (Shanghai) Co., Ltd orea Distribution Ponti" (cach as defined in the agreement regreement remains in effect until terminated by either party. Either party may terminate the agreement for convenience with 18 months' written notice to the other. Further, the agreement may terminate within 30 days of written notice for a material breach or immediately upon the insolvency of the other party.

Service Agreement, effective as of July 1, 2021, between Volvo Car Corporation and Polestar Automotive China Distribution., Ltd. is a service agreement under which Volvo Car Corporation provides maintenance and procurement services related to the Polestar 2 at the Lugiao plant. The agreement provides that Polestar Automotive China Distribution., Ltd. will pay Volvo Car Corporation a monthly service are completed. Either party may terminate the agreement for convenience upon 60 days' written notice. Further, either party may terminate the agreement within 30 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Automotive China Distribution., Ltd. may cancel the services performed under the agreement upon 30 days' written notice and has additional immediate termination rights with respect to certain breaches by Volvo Car Corporation as described in the agreement.

Service Agreement, dated as of December 7, 2021, between Volvo Cars Technology (Shanghai) Co., Ltd. and Polestar Automotive China Distribution Co., Ltd., is a service agreement under which Volvo Cars Technology (Shanghai) Co., Ltd. provides procurement and management services to Polestar Automotive China Distribution Co., Ltd. related to the Polestar 2 at the Luqiao plant. The agreement provides that Polestar Automotive China Distribution Co., Ltd. will pay Volvo Cars Technology (Shanghai) Co., Ltd. a monthly service charge based on the actual hours worked charged at an hourly rate. This hourly rate takes into account the full cost incurred plus a mark-up, and it is determined annually by Volvo Cars Technology (Shanghai) Co., Ltd. The agreement remains in effect until the services are completed. Either party may terminate the agreement within 30 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Automotive China Distribution Co., Ltd. as described in the agreement.

Service Agreement, dated as of June 23, 2021, between Volvo Car Corporation and Polestar New Energy Vehicle Co. Ltd. lis a service agreement within 30 days written notice and has additional immediate climination rights with respect to certain breaches by volvo Cars Service agreement under which Volvo Car Corporation provides commercial purchasing and end-ofproduction services, amongst other things, to Polestar New Energy Vehicle Co. Ltd. The agreement provides that Polestar New Energy Vehicle Co. Ltd. will approach to the advisor of the service agreement remains in effect until the services are completed. Either party may terminate the agreement for convenience upon 60 days' written notice. Further, either party may terminate the agreement within 30 days of written notice for breach or immediately upon the insolvency of the other party. Polestar New Energy Vehicle Co. Ltd. any cancel the services performed under the agreement upon 30 days' written notice and has additional immediate termination rights with respect to certain breaches by Volvo Cars Technology (Shanghai) Co., Ltd. and Polestar Automotive China Distribution Co., Ltd. largely mirrors the Service Agreement, dated as of June 23, 2021, between Volvo Car Corporation and Polestar New Energy Vehicle Co. Ltd. with Volvo Cars Technology (Shanghai) Co., Ltd. acting as the service provider under the agreement.

Service Agreement, dated as of June 23, 2021, between Volvo Cars Corporation and Polestar Automotive China Distribution, Ltd., and the Service Agreement, dated as of June 23, 2021, between Volvo Cars Technology (Shanghai) Co., Ltd. and Polestar Automotive China Distribution Co., Ltd. are agreements governing the procurement of services and the sustainability evaluation for Polestar branded vehicles. For providing such services, the Volvo entities are paid a monthly service charge based on the actual hours worked charged at an hourly rate. These agreements remain in full force and effect until the services are completed. The agreements may be terminated by either party within 30 days of written notice for breach that is unable to be remedied or immediately if the other party becemes insolvent or is contemplating or enters into bankruptyc. Additionally, Polestar is entitled to cancel the services performed by Volvo Cars for convenience upon 30 days written notice to Volvo Cars, and both parties to each agreement are entitled to terminate such agreement for convenience upon 60 days' written notice to the other party.

Service Agreement, dated as of December 28, 2021, between Ningbo Geely Automobile Research & Development Co., Ltd and Polestar Performance AB is an agreement governing the outsourcing of development services for Polestar vehicles. The agreement remains in full force and effect until the services are completed. Polestar Performance AB pays Ningbo Geely Automobile Research & Development Co., Ltd a fixed service charge for the services provided. The agreement may be terminated by either party within 30 days of written notice for breach that is unable to be remedied or immediately if the other party becomes insolvent or is contemplating or enters into bankruptcy. Additionally, Polestar Performance AB is entitled to cancel the services performed by Ningbo Geely Automobile Research & Development Co., Ltd for convenience upon 30 days' written notice to Ningbo Geely Automobile Research & Development Co., Ltd.

Tooling and Equipment Agreement, dated as of December 10, 2021, by and among Polestar Automotive China Distribution Co., Ltd. and Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd. is an agreement relating to Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd.'s provision to Polestar Automotive China Distribution Co., Ltd. of manufacturing services. The parties also commit to making certain investments under the agreement. The agreement remains in full force until the agreed fees are paid and may be

terminated by either party within 30 days of written notice for breach that is unable to be remedied or immediately if the other party becomes insolvent or is contemplating or enters into bankruptcy.

Unique Vendor Tooling Agreement, dated as of December 23, 2021, by and among Polestar Automotive China Distribution Co., Ltd. and Ningbo Geely Automobile Research & Development Co., Ltd. is an agreement governing the purchase and sale of Polestar Unique vendor tooling from Geely for Polestar. Polestar Automotive China Distribution Co., Ltd. pays Ningbo Geely Automobile Research & Development Co., Ltd. for each unique vendor tooling as the actual costs occur. This agreement remains in force and effect until Polestar Automotive China Distribution Co., Ltd. has paid the full price for the purchase of the vendor tooling. The agreement may be terminated within 30 days of written notice for breach that is unable to be remedied or immediately if the other party becomes insolvent or is contemplating or enters into bankruptcy.

Technology License Agreement, dated as of March 4, 2022, between Zhejiang Zeekr Automobile Research and Development Co., Ltd. and Polestar Performance AB, and the Technology License Agreement, effective as of March 4, 2022, between Zhejiang Liankong Technologies Co., Ltd and Polestar Automotive Distribution China Co., Ltd. are agreements governing the license of technology for Polestar branded vehicles. These agreements remain in force and effect during the validity of the licensed intellectual property included in the license granted under the agreement. The agreements may be terminated within 30 days of written notice for breach that is unable to be remedied or immediately if the other party becomes insolvent or is contemplating or enters into bankruptcy.

Technology License Agreement, dated as of December 10, 2021, between Zhejiang Zeekr Automobile Research and Development Co., Ltd and Polestar Automotive China Distribution Co., Ltd. is an agreement governing the license of technology for Polestar branded vehicles. Polestar Automotive China Distribution Co., Ltd as greement, This agreement remains in force and effect during the validity of the licensed intellectual property included in the license granted under the agreement. The agreement may be terminated within 30 days of written notice for breach that is unable to be remedied or immediately if the other party becomes insolvent or is contemplating or enters into bankruptcy.

Technology License Agreement, dated as of December 30, 2021, between Zhejiang Zeekr Automobile Research and Development Co., Ltd and Polestar Performance AB is an agreement governing the license of technology for Polestar branded vehicles. Polestar Automotive China Distribution Co., Ltd pays Zhejiang Zeekr Automobile Research and Development Co., Ltd a licensing fee under the agreement. This agreement remains in force and effect during the validity of the licensed intellectual property included in the license granted under the agreement may be terminated within 30 days of written notice for breach that is unable to be remedied or immediately if the other party becomes insolvent or is contemplating or enters into bankruptcy.

Parts Supply and License Agreement Polestar Aftermarket Parts and Accessories (ROW), dated as of January 1, 2020, between Polestar Performance AB and Volvo Car Corporation, is a supply and license agreement under which Volvo Car Corporation distributes the aftermarket parts and accessories of Polestar Performance AB throughout the world, besides in China. Under this agreement, Polestar Performance AB also grants Volvo Car Corporation certain licensing rights with respect to Polestar Performance AB is intellectual property. The agreement provides that Volvo Car Corporation will pay a monthly license fee to Polestar Performance AB, and this license fee will be set at a rate that enables Volvo Car Corporation to receive an am's length compensation for its services. If the "Parts Profit" for a month is less than the "Distribution Profit" (each as defined in the agreement), Polestar Performance AB must pay Volvo Car Corporation for the shortfall. The agreement (unit lerminated by either party. Either party may terminate the agreement for convenience with 18 months' written notice to the other. Further, either party may terminate the agreement within 30 days of written notice for a material breach or immediately upon the insolvency of the other party.

New, Used and Demonstrator Funding Agreement, dated June 14, 2021, by and among Volvo Car Financial Services UK Limited, a joint venture between Volvo Car Corporation and Santander Consumer (UK) plc, and Polestar Automotive UK Limited, is an agreement under which Volvo Car Financial Services UK Limited has agreed to make a standing offer to sell Floorplan Vehicles to Polestar Automotive UK Limited, and Polestar may display Floorplan Vehicles for sale via the internet or in its premises or those premises operated by third party entities approved by and acting for or on behalf of Polestar for the purpose of marketing and in return, Polestar has agreed to pay certain charges to Volvo. The agreement may be terminated by either party at any time with written notice to the other party.

Service Agreement, effective as of January 28, 2022, by and between Volvo Cars USA LLC and Polestar Automotive USA Inc. is an agreement governing the outbound logistics through the utilization of Volvo Cars USA LLC's existing vehicle distribution process. Under the agreement, Polestar pays Volvo for the estimated hours of work performed and other costs incurred by Volvo Cars. The agreement remains in full force and effect until the services are completed and may be terminated by either party within 30 days of written notice for breach that is unable to be remedied or immediately if the other party becomes insolvent or is contemplating or enters into bankruptcy.

Finance Cooperation Agreement, dated as of May 28, 2021, by and between Volvo Car Financial Services UK Limited and Polestar Automotive UK Limited in additional financing services and the terms of the agreement and (iii) agrees to develop and operate a technical infrastructure to be used to market and sell such financial services (IK Limited in the agreement, it methods in the agreement, it possible to the store and sell such financial services UK Limited in the agreement and financing services. The agreement, other at technical infrastructure to be used to market and sell such financial arrangements. Should Polestar Automotive UK Limited in additional financing services not included in the "services" (is defined in the agreement), it promises to use its best endeavors to engage Volvo Car Financial Services UK Limited as their financial partner for such services. The agreement continues in effect until the thrin antiversary of when the Services commenced. After such initial term, the agreement automatically continues in effect for subsequent terms of 36 months unless one of the parties provides a written termination notice to the other at least six months prior to the expiration of the original term or any subsequent 36 month extension term. In addition, Polestar Automotive UK Limited and Volvo Car Financial Services UK Limited and Volvo Car Financial Services UK Limited as the right to revise the commercial terms of the agreement. Volvo Car Financial Services UK Limited and Volvo Car Financial Services UK Limited as the right to revise the commercial terms of the agreement. Volvo Car Financial Services UK Limited has the right to unilaterally revise any of the commercial terms of the agreement. Volvo Car Financial Services UK Limited as the right to revise the commercial terms of the agreement. Note the should a "Trigger Event" (as defined in the agreement) occur.

Corporate Guarantee and Indemnity Relating to Polestar Automotive UK Limited, dated as of June 14, 2021, between Polestar Performance AB and Volvo Car Financial Services UK Limited. Under this deed, Polestar Performance AB (i) guarantees to Volvo

Car Financial Services UK Limited timely performance by Polestar Automotive UK Limited of all of the "Guaranteed Obligations" (as defined in the agreement), (ii) promises to immediately pay any amount due should Polestar Automotive UK Limited for pay any Guaranteed Obligation and (iii) promises to indemnify Volvo Car Financial Services UK Limited in certain circumstances. There is no limit on the amount recoverable by Volvo Car Financial Services UK Limited for Polestar Performance AB under the deed, as d the deed is a continuing guarantee. Polestar Performance AB can terminate the deed at any time by giving at least three months' written notice specifying the termination date to Volvo Car Financial Services UK Limited for the deed.

Cooperation Agreement, dated as of April 1, 2020, between Polestar Automotive China Distribution Co., Ltd. and Hangzhou Easybao Technology Co., Ltd. is a cooperation agreement under which Hangzhou Easybao Technology Co., Ltd. provides technical support to Polestar Automotive China Distribution Co., Ltd. for Polestar Automotive China Distribution Co., Ltd. for Polestar Automotive China Distribution Co., Ltd. so connect with the IT system of the insurance company and improve the processing capacity of Polestar Automotive China Distribution Co., Ltd. So connect with the IT system of the insurance company and improve the processing capacity of requested by Polestar Automotive China Distribution Co., Ltd. So clients to purchase insurance products online through Polestar Automotive China Distribution Co., Ltd. So concert and maintain the online insurance purchase process under this agreement and to provide necessary training requested by Polestar Automotive China Distribution Co., Ltd. Is easybao Technology Co., Ltd.'s collection of fees from Polestar Automotive China Distribution Co., Ltd.'s cooperative insurance company. The fee is paid per insurance policy at a set rate and excludes traffic compulsory insurance. If the annual total amount collected by Hangzhou Easybao Technology Co., Ltd. In suspendie the agreement, then Polestar Automotive China Distribution Co., Ltd.'s cooperative insurance company. The fee is paid per insurance policy at a set rate and excludes traffic compulsory insurance. If the annual total amount collected by Hangzhou Easybao Technology Co., Ltd. In suspendie the agreement, then Polestar Automotive China Distribution Co., Ltd. Bess than the annual total amount specified in the agreement, then Polestar Automotive China Distribution Co., Ltd. How Sont Easybao Technology Co., Ltd. may suspend this agreement and recover certain costs from Polestar Automotive China Distribution Co., Ltd. Polestar Automotive China Distribution Co., Ltd. has certain rights to terminate or rescind the agreement.

Finance Cooperation Agreement, dated as of June 1, 2021, between Polestar Automotive China Distribution Co., Ltd and Genius Auto Finance Co., Ltd. is an agreement under which Genius Auto Finance Co., Ltd. provides finance services to Polestar Automotive China Distribution Co., Ltd. including retail finance to end customers in order to assist them with buying vehicles from Polestar, among other things. Genius Auto Finance Co., Ltd. helps to make retail finance credit available to end customers, offers competitive rates and terms for such customers and provides Polestar a service fee as compensation for the services Polestar provides to them, such as explaining the retail finance to customers, assisting with collecting application documents from customers and reviewing such documents. The Finance Cooperation Agreement continues for an initial term of three years, after which it continues unless terminated by either party with at least six months' prior written notice.

The Framework Agreement on Import and Export of Polestar Vehicles between Volvo Car Corporation and Polestar Performance AB, dated June 21, 2022, establishes the framework for import of Polestar vehicles into the United States by Volvo Cars. The Volvo Cars entity will purchase Polestar vehicles from Polestar and resell those vehicles to the Polestar distributor. In calculating the sales price of Polestar vehicles to Volvo Cars, the Volvo Cars purchase price will include the amount of duties refunded to the Volvo Cars under the US duty drawback regulations. This Agreement will continue until claims for duty drawback have been made on all eligible Polestar vehicles.

The sale of Polestar vehicles to Volvo Cars is set forth in the *Importer Agreement* between Polestar Performance AB and Volvo Cars LLC, dated June 21, 2022, which provides that the purchase price will be calculated on an armslength basis as set forth therein applying a transactional net margin method and apply the Berry Ratio that would be achieved by comparable unrelated agreements among third parties performing the same function. The agreement will remain in force until December 31, 2023.

Sale and Purchase Agreement between Volvo Car USA LLC and Polestar Automotive USA LLC, dated June 21, 2022, provides for the sale of Polestar vehicles imported by Volvo Cars to Polestar for sale in the United States. The agreement will remain in force until December 31, 2023.

The Research and Development Frame Agreement, dated as of July 5, 2022, between Polestar Performance AB and China Euro Vehicle Technology AB governs China Euro Vehicle Technology AB's provision to Polestar Performance AB of facilities, skills, material and human resources for conducting activities of research and development in connection with automotive goods such as passenger cars, auto components and parts and service parts. Fees paid under the agreement are in part based on actual development and disbursement costs and take into account the full costs incurred plus an arm's length mark-up. The agreement is in effect for two years, unless terminated for convenience by either party with six months' prior written notice or for good cause or default.

The Service Agreement, dated as of July 4, 2022, between Zhongjia Automobile Manufacturing (Chengdu) CO., Ltd. and Polestar Automotive China Distribution Co. Ltd. governs Zhongjia Automobile Manufacturing (Chengdu) CO., Ltd. and Polestar 2 vehicle. Service charges are based on actual hours required for the service to be performed, and the hourly rates are determined on an annual basis. The agreement is in effect until the end of production of the Polestar 2 car (until the services are completed) and may be terminated by either party with immediate effect in the event of a material breach. Polestar Automotive China Distribution CO., Ltd. may terminate the agreement for centain types of breach with immediate effect and also may terminate the agreement for convenience with 30 days' prior written notice to Zhongjia Automobile Manufacturing (Chengdu) CO., Ltd. Either party is also entitled to terminate the agreement for convenience with 60 days' prior written notice to the other party.

Service Agreement, executed as of September 27, 2022, between Volvo Car Corporation and Polestar Performance AB is a service agreement under which Volvo Car Corporation provides to and manages on behalf of Polestar Performance AB various cloud infrastructure and connected services. The agreement provides that Polestar Performance AB will pay Volvo Car Corporation a service charge based on the development, operations and maintenance costs and determined using the cost plus method. Polestar Performance AB also reimburses Volvo Car Corporation for all costs Volvo Car Corporation incurs in order to provide unique development services for Polestar. The agreement is effective retroactively from Januar J. 2018 and remains in effect until terminated in accordance with the agreement. The agreement may be terminated by either party upon a material breach that has not been remedied within 30 days of written notice from the other party to remedy such breach or immediately if the other party becomes insolvent or is

contemplating or enters into bankruptcy. Polestar Performance AB is also entitled to terminate the agreement with immediate effect under certain circumstances as specified in the agreement. Further, either party may terminate the agreement for convenience upon providing 18 months written notice to the other party.

Amendment Agreement no 1, dated February 3, 2023 to Prototype Supply Agreement, effective as of July 1, 2022, among Asia Europe New Energy Vehicle Manufacturing (Chongqing) Co., Ltd., a subsidiary of Geely, Polestar Performance AB and Polestar Automotive (Chongqing) Co., Ltd. is an agreement governing Polestar Performance AB's purchase of "Prototypes" (as defined in the agreement), which Polestar Performance AB uses for research and development activities, from Asia Europe New Energy Vehicle Manufacturing (Chongqing) Co., Ltd. is an agreement governing Polestar Performance AB's purchase of "Prototypes" (as defined in the agreement), which Polestar Performance AB uses for research and development activities, from Asia Europe New Energy Vehicle Manufacturing (Chongqing) Co., Ltd. The price for the "Prototypes" is determined based on arm's length terms applying the cost plus method. Polestar Performance AB also compensates Asia Europe New Energy Vehicle Manufacturing (Chongqing) Co., Ltd. for the financing it assumed related to the direct materials purchased for the "Prototype" build. The agreement remains in effect until terminated in accordance with the terms of the agreement may be terminated by either party with immediate effect in the event of a material breach that has not been remedied within a certain amount of time after receiving written notice from the other party to remedy such breach or if the other party becomes insolvent or is contemplating or enters bankruptcy.

Framework Service Agreement, dated as of December 33, 2022, between Polestar Performance AB and Volvo Car Corporation, is a framework service agreement under which Volvo Car Corporation's aftermarket organization provides Polestar Performance AB with services supporting Polestar's aftermarket deliveries to car customers and Polestar workshops who are repairing, maintaining and/or servicing Polestar vehicles. The services provided are called off by Polestar according to an agreed call off process. The agreement performance AB will pay Volvo Car Corporation, is a framework service charge for the services called off, taking into account the actual hours required for the services to be performed, plus a fee for the use of the VOICE system supporting automated translation and publication. The hourly rates used to calculate the service are determined by Volvo Car Corporation on an annual basis. The agreement remains in effect until December 31, 2023, where after i need to be extended. Either party may terminate the agreement for convenience, or cancel a called off service, upon 6 months' written notice. Further, either party may terminate within 30 days of written notice for breach or immediately upon the insolvency of the other party. The parties can agree on shorter cancellation notice on individual call offs/services.

Amendment Agreement No. 1, dated December 13, 2022, related to the License, License Assignment and Service Agreement, dated as of April 13, 2021, between Volvo Car Corporation and Polestar Automotive China Distribution Co. Ltd. is a license assignment and service agreement under which Volvo Car Corporation provides development services to Polestar Automotive China Distribution Co. Ltd. The agreement relates to certain technology to be developed, assigned or licensed by Volvo Car Corporation to Polestar Automotive China Distribution Co. Ltd. for use in future model year programs of the Polestar 2. The Amendment Agreement is abacd on estimated development costs using the cost plus method and the actual hours required for the services bild at an hourly rate. The hourly rates are determined by Volvo Car Corporation on an annual basis. The agreement remains in effect during the performance of the services and the validity of the license period of the license granted under the agreement. Either party may terminate within 60 days of written notice for breach or immadiately upon the insolvency of the other party. Polestar Automotive China Distribution Co. Ltd. is also entitled to terminate the agreement with 120 days' written notice. While Polestar Automotive China Distribution Co. Ltd. is also entitled to terminate the agreement, between Distribution Co. Ltd. as defined in the agreement. The *Amendment Agreement* No. 1, dated September 22, 2022, between Volvo Car Corporation and Polestar Performance AB largely mirrors the previously described Amendment Agreement No. 1, relating to the License AB acting as the relevant Polestar Performance AB acting as the relevant Polestar party.

Change Management Agreement, dated high 2021, but what voican compared AB acting as the rockain rockain party. Change Management Agreement, dated as of December 31, 2022, between Volvo Car Corporation and Polestar Performance AB is an agreement regulating certain updates and upgrades made to certain technology in the Polestar 2. The agreement provides that Polestar Performance AB will pay Volvo Car Corporation a fee based on Polestar's volume share of Volvo Car Corporation's actual development cost, as calculated on a time and material basis applying an arm's length mark-up. The hourly rates charged under the agreement are reviewed and updated annually. The agreement remains in effect during the validity of the license period of the license granted under the agreement unless terminated upon 12 months' written notice. In addition, the agreement may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party. Further, Polestar Performance AB also has certain termination and cancellation rights under the agreement.

Service Agreement, dated as of July 7, 2022, between Volvo Car Corporation and Polestar Automotive China Distribution Co. Ltd., as amended by Amendment Agreement No 1, dated as of March 22, 2023, between Volvo Car Corporation and Polestar Automotive China Distribution Co. Ltd., is a service agreement under which Volvo Car Corporation provides manufacturing engineering services related to future model year programs of the Polestar 2. The monthly service charge is based on actual hours required for the service to be performed. The hourly rate is determined by Volvo Car Corporation on an annual basis. The agreement remains in effect during the performance of the service. Either party may terminate within 30 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Performance AB has the right to termination for convenience within 30 days written notice and Volvo Car Corporation has the right to terminate for convenience within 50 days written notice. The Service Agreement, dated November 22, 2022, between Zhongjia Automobile Manufacturing (Chengdu) Co., Ltd. and Polestar Automotive China Distribution Co. Ltd., and Polestar Automotive China Distribution Co. Ltd., and Polestar Automotive China Distribution Co. Ltd., largely mirrors the previously described Service Agreement, but with Zhongjia Automobile Manufacturing (Chengdu) Co., Ltd. and Polestar Automotive China Distribution Co. Ltd., and Polestar Aut

Service Agreement, effective as of January 1, 2021, between Polestar Automotive (Chongqing) Co. Ltd., as seller, and Asia Europe New Energy Vehicle (Chongqing) Co., Ltd, as buyer, for launch services for the preparation of manufacturing of Polestar branded vehicle in Chongqing. The agreement is valid until start of production. The price for the services is based on applying the arm's length principle using hourly rates (cost-plus method). The agreement may be terminated by either party with immediate effect in the event of

a material breach that has not been remedied within a certain amount of time after receiving written notice from the other party to remedy such breach or if the other party becomes insolvent or is contemplating or enters bankruptcy.

Service Agreement PX2 Development Services, dated as of November 29, 2023, between Polestar Performance AB, Wuxi InfiMotion Propulsion Technology Co., Ltd, InfiMotion Technology Europe AB, and Polestar Automotive China Distribution Co., Ltd, InfiMotion Technology as well as tooling. The agreement remains in effect until terminated in accordance with the terms of the agreement or service completed. The agreement may be terminated by either party with 30 days written notice in the event of a material breach that has not been remedied within a certain amount of time or if the other party becomes insolvent or is contemplating or enters bankruptcy.

Termination Agreement, dated as of March 20, 2023, between Polestar Performance AB, Polestar Automotive China Distribution Co., Ltd., and Wuxi InfiMotion Propulsion Technology Co., Ltd., is a termination agreement cancelling and settling of remaining cost related to a development project.

Asset Transfer Agreement, effective as of December 26, 2023, between Polestar Automotive China Distribution Co., Ltd, the seller, and Chengdu Jisu New Energy Vehicle Co., Ltd., a subsidiary of Geely, the purchaser, governs the sale of Polestar unique tooling and equipment and Polestar unique vendor tooling (the 'Transferred Assets' as defined in the agreement, for production of Polestar 3 in Volvo Car Corporation's plant in Chengdu, China. The ownership and title of the Transferred Assets will be transferred from Polestar Automotive China Distribution Co., Ltd to Chengdu Jisu New Energy Vehicle Co., Ltd upon full payment by Polestar to third party vendors. The agreement remains in effect until fully performed or until terminated in accordance with the terms of the agreement may be terminated by either party with immediate effect in the event of a material breach that has not been remedied within a certain amount of time after receiving written notice from the other party to remedy such breach or if the other party becomes insolvent or is contemplating or enters bankruptcy.

Technology License Agreement, dated as of September 28, 2023, between Zhejiang Liankong Technologies Co., Ltd and Polestar Performance AB, governs the license of certain technology for Polestar branded vehicles. These agreements remain in force and effect during the validity of the licensed intellectual property included in the license granted under the agreement. The agreements may be terminated within 30 days of written notice for breach that is unable to be remedied, or immediately if the other party becomes insolvent or is contemplating or enters into bankruptcy.

Contract for the Transfer of 100% of the Shares of Polestar New Energy Vehicle Co., Ltd., dated July 5, 2023, by and among Polestar (China) Group Co., Ltd., as seller, Zhejiang Geely Property Investment Holding Co. Ltd., as by er, and Polestar New Energy Vehicle Co., Ltd., as target, governs the sale of all of the issued and outstanding shares of Polestar New Energy Vehicle Co., Ltd. for two installment payments by the buyer, with closing to occur after the completion of customary closing conditions.

Manufacturing and Vehicle Supply Agreement (Domestic), dated July 24, 2023, between Polestar Automotive China Distribution Co., Ltd., Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd., and Zhejiang Geely Automotive Co., Ltd. Ningbo Hangzhou Bay Factory is an agreement governing the manufacturing of Polestar 4 at the manufacturing plant in Hangzhou Bay. Under the agreement, Ltd. Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd and Zhejiang Geely Automotive China Distribution Co., Ltd. Singbo Hangzhou Bay Factory is an agreement governing the manufacturing of Polestar 4 at the manufacturing plant in Hangzhou Bay. Under the agreement, Ltd. Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd and Zhejiang Geely Automotive China Distribution Co., Ltd. Singbo Hangzhou Bay Factory manufactures and assembles the vehicle and sells the completed product to Polestar Automotive China Distribution Co., Ltd. The vehicles produced in the plant are priced based on their full cost of production, including Polestar Automotive China Distribution Co., Ltd. Singbo Hangzhou Bay Geely Automotive Parts Co., Ltd, and are subject to review and amendment on a monthly based on reserved volumes and the estimated cost for producing the vehicles, as determined by Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd, and are subject to review and amendment on a monthly basis. The agreement terminates seven years after becoming effective, and either party may terminate immediately due to breach which has not been remedied within forty-five (45) days from written notice or insolvency by the other party. Polestar Automotive China Distribution Co., Ltd. Shafi to terminate in case certain other project related agreements are terminated us a material breach or any insolvency or barkrupticy event of either Party or its Affiliates. If Polestar Automotive China Distribution Co., Ltd. discontinues having vehicles produced at the plant under the agreement prior to its termination, Polestar Automotive China Distribution Co., Ltd. must pay certain exi

Manufacturing and Vehicle Supply Agreement (Export), dated July 17, 2023, between Polestar Performance AB, Ningbo Hangzhou Bay Geely Automotive China Distribution Co., Ed., Tuds y Certain et oss. *Manufacturing and Vehicle Supply Agreement (Export)*, dated July 17, 2023, between Polestar Performance AB, Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd., Zhejiang Geely Automobile Co., Ltd. Ningbo Hangzhou Bay Factory, and Shanghai Global Trading Corporation is an agreement governing the manufacturing of Polestar 4 at the manufacturing plan in Hangzhou Bay. Under the agreement, Ningbo Hangzhou Bay Factory, and Shanghai Global Trading Corporation is an agreement governing the manufacturing of Polestar 4 at the manufacturing plan in Hangzhou Bay. Under the agreement, Ningbo Hangzhou Bay Factory manufactures and assembles the vehicle and sells the completed product to Polestar Automotive China Distribution Co., Ltd. The vehicles produced in the plant the estimated cost of the plant, Dluca mark-up. The production, including Polestar Performance AB's pro rate a portion of the common cost of the plant, Dluca mark-up. The prices for the vehicles, as determined annually based on reserved volumes and the estimated cost for producing the vehicles, as determined by Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd, and are subject to review and amendment on a monthly based. The reserved volumes and the right to terminate immediately due to breach which has not been remedied within 45 days from written notice or insolvency by the other party. Polestar Automotive China Distribution Co., Lid also has the right net case certain other project related agreements are terminated due to a material breach or any insolvency or bankruptcy event of either Party or its Affiliates. If Polestar Performance AB discontinues having vehicles produced at the plant under the agreement prior to its termination, Polestar Performance AB must pay certain exit costs.

Amendment Agreement no 2, dated December 1, 2023 to Prototype Supply Agreement, effective as of July 1, 2022, between Asia Europe New Energy Vehicle Manufacturing (Chongqing) Co., Ltd., Polestar Performance AB, Polestar Automotive (China) Distribution Co., Ltd. and Polestar Automotive (China) R&D Branch, governs Polestar Performance AB's, Polestar Automotive (China) Distribution Co., Ltd. and Polestar Automotive (China) Distribution Co., Ltd. & and Polestar Automotive (China) Distribution Co., Ltd. & Branch's purchase of "Prototypes" (as defined in the agreement), which Polestar Performance AB and Polestar Automotive China Co., Ltd and its R&D Branch use for research and development activities, from Asia Europe New Energy Vehicle Manufacturing (Chongqing) Co., Ltd. The price for the "Prototypes" is determined based on arm's length terms applying the cost plus method. The agreement may be terminated by either party with

immediate effect in the event of a material breach that has not been remedied within a certain amount of time after receiving written notice from the other party to remedy such breach, or if the other party becomes insolvent or is contemplating or enters bankruptcy.

Service Agreement, dated as of November 29, 2023, between Zhejiang ZEEKR Automobile Research & Development Co., Ltd and Polestar Performance AB, is a service agreement in relation to research and development services for the Polestar 5 provided by Zhejiang ZEEKR Automobile Research & Development Co., Ltd to Polestar Performance AB. The agreement remains in effect, unless terminated in accordance with agreement, during the performance of the services. Either party may terminate with immediate effect in the event of material breach which has not been remedied within 30 days from written notice or immediately upon the insolvency of the other party. Polestar Performance AB also has the right to cancel the services performed for convenience upon 60 days' written notice.

Three Parties Agreement, dated as of November 30, 2023, between Polestar Performance AB, Ningbo Geely Automobile Research & Development Co., Ltd and Polestar Technology (Zhongshan) Co., Ltd. is an amendment to the Service Agreement, Vehicle Development Agreement, dated December 28, 2021, between Polestar Performance AB and Ningbo Geely Automobile Research & Development Co. Ltd. related to certain change to the development scope. This agreement has further been amended on July 16, 2024.

Asset Purchase Agreement, dated as of November 28, 2023, between Polestar Automotive China Distribution Co., Ltd. and Polestar Technology (Zhongshan) Co., Ltd, regards the sale of certain tangible and intangible assets. The price of the assets is based on an external valuation.

Supplementary Asset Purchase Agreement, dated as of November 28, 2023, between Polestar Automotive China Distribution Co., Ltd. and Polestar Technology (Zhongshan) Co., Ltd, regards the sale of certain tangible and intangible assets in addition to the main APA. The price of the assets is based on an external valuation.

Brand License Agreement, dated as of November 14, 2023, between Polestar Performance AB and Polestar Technology (Shaoxing) Co., Ltd, governs the license of the Polestar brand within the People's Republic of China. The agreement may be terminated within 60 days of written notice for breach that is unable to be remedied, or immediately if the other party becomes insolvent or is contemplating or enters into bankruptcy.

Vehicle Sale and Purchase Agreement, dated as of December 14, 2023, between Polestar Automotive China Distribution Co., Ltd. Shanghai Polestar Shida Automotive Distribution Co., Ltd. Shanghai Polestar Shida Automotive China Distribution Co., Ltd. Shonghai Polestar Shida Automotive China Distribution Co., Ltd. Shida China China China China China China China China China C

Transitional Service Agreement, dated as of December 14, 2023, between Polestar Automotive China Distribution Co., Ltd, and Polestar Technology (Shaoxing) Co., Ltd, is a service agreement under which Polestar Automotive China Distribution Co., Ltd, provide certain transitional services (including but not limited to sales, brand and marketing, PR, digital, customer experiences, finance, legal, logistic and quality, etc.). The agreement remains in effect until terminated in accordance with the terms of the agreement remains in effect until notice in the event of a material breach that has not been remedied within a certain amount of time, or if the other party becomes insolvent or is contemplating or enters bankruptcy.

Spare Part Supply Agreement, effective date as of June 26, 2024, between Polestar Performance AB and Lynk & Co Automobile Sales Co., Ltd., is a supply agreement under which Lynk & Co Automobile Sales Co., Ltd. supply spare parts to Volvo Car Distribution (Shanghai) Co., Ltd. for further global distribution and sale of spare parts by Volvo Cars. The price of the spare parts is based on production cost and/cost price from sub-tier suppliers plus an arm's length markup. Either party may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party. In conjunction with the Spare Part Supply Agreement, Polestar Performance AB, Volvo Car Distribution (Shanghai) Co., Ltd and Lynk & Co Automobile Sales Co., Ltd has entered into Commitment Letter, dated July 26, 2024, where Volvo Car Distribution (Shanghai) Co., Ltd, commits to certain terms in the Spare Part Supply Temporary Agreement entered into between Polestar Performance AB and Lynk & Co Automobile Sales Co., Ltd., based on Volvo Car Distribution (Shanghai) Co., Ltd purchasing the spare parts and will handle the global distribution for Polestar Performance AB.

VP, TT and PP Vehicle Supply Agreement (China), dated February 1, 2024, between Polestar Automotive China Distribution Co., Ltd., Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd., and Zhejiang Geely Automobile Co., Ltd. Ningbo Hangzhou Bay Factory is a supply agreement under which Zhejiang Geely Automobile Co., Ltd. Ningbo Hangzhou Bay Factory manufactures and sells pre-series vehicles to Polestar Automotive China Distribution Co., Ltd. The vehicle price is based on actual production cost plus an arm's length markup. Either party may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Automotive China Distribution Co., Ltd. Has the right to termination for convenience within 60 days of written notice.

TT and PP Vehicle Supply Agreement (Export), dated as of February 19, 2024, between Polestar Performance AB, Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd, Zhejiang Geely Automobile Co., Ltd. Ningbo Hangzhou Bay Factory, and Shanghai Global Trading Corporation is a supply agreement under which Zhejiang Geely Automobile Co., Ltd. Ningbo Hangzhou Bay Factory manufactures and sells pre-series vehicles to Polestar Performance AB. The vehicle price is based on actual production cost plus an arm's length markup. Either party may terminate within 30 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Performance AB has the right to terminate for convenience within 60 days of written notice.

Amendment Agreement No 1 of VP, TT and PP Vehicle Supply Agreement (China), dated April 11, 2024, between Polestar Automotive China Distribution Co., Ltd., Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd., and Zhejiang Geely Automobile Co., Ltd. Ningbo Hangzhou Bay Factory, is a supply agreement under which Zhejiang Geely Automobile Co., Ltd. Ningbo Hangzhou Bay Factory manufactures and sells pre-series vehicles to Polestar Automotive China Distribution Co., Ltd. The vehicle price is based

on actual production cost plus an arm's length markup. Either party may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Automotive China Distribution Co., Ltd has the right to terminate for convenience within 60 days of written notice.

Prototype Sale Agreement, effective as of May 1, 2022, between Polestar Automotive China Distribution Co., Ltd and Ningbo Geely Automotive Research and Development CO., LTD. is regarding the sale of certain prototypes. The price of the prototypes is based on production cost plus an arm's length markup. Either party may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party and the right to terminate for convenience within 60 days of written notice.

Prototype Sale Agreement, effective as of May 1, 2022, between Polestar Automotive China Distribution Co., Ltd and Wuhan Lotus Cars Co., Ltd, is regarding the sale of certain prototypes. The price of the prototype s is based on production cost a plus an arm's length markup. Either party may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party and the right to terminate for convenience within 60 days of written notice.

Tooling and Equipment Sale and Purchase Agreement, dated September 11, 2023, between Polestar Automotive China Distribution Co. Ltd. and Wuhan Lotus Cars Co., Ltd. regards the sale of certain tooling and equipment. The price of the tooling and equipment is based on production cost plus an arm's length markup. Either party may terminate within 30 days of written notice for breach or immediately upon the insolvency of the other party and in case the transfer of the associated know-how of the Tooling entered into between Polestar Performance AB and the Wuhan Lotus Cars Co. Ltd. dated September 25, 2023, is terminated.

Know How Transfer Agreement, dated as of September 25, 2023, between Polestar Performance AB and Wuhan Lotus Cars Co., Ltd. regards the sale of certain know-how. The price of the know-how is based on development cost plus an arm's length markup. Either party may terminate within 30 days of written notice for breach or immediately upon the insolvency of the other party and in case the Know How Transfer Agreement regarding the transfer of the associated know-how of the tooling entered into between Polestar Performance AB and Wuhan Lotus Cars Co. Ltd. dated as of September 11, 2023, is terminated.

Framework Agreement, dated as of November 9, 2023, between Polestar Performance AB, Geely Auto Group Co., LTD and Renault Korea Motors Co. Ltd, is a framework agreement governing the project of localization and manufacturing of Polestar 4 at the manufacturing plant in Busan Korea. The Framework Agreement sets the framework for inter alia the localization, production and supply of Polestar Vehicles in the Plant, as well as the financial arrangements agreed between the Parties. The cooperation will be further detailed in different agreements for the different functions and phases of the Project. The Agreement Seconds effective on the date of signature and remains in full effect until the first anniversary after the End of Production, unless mutually terminated by the Parties. Either party may terminate immediately due to breach which has not been remedied within sixty (60) days from written notice or insolvency by the other party. The Framework also regulates the principles for cross-termination if any of the project agreements needs to be terminated due to material breach by any of the Parties.

Service Agreement, dated as of January 8, 2024, between Volvo Car Corporation and Polestar Performance AB is a service agreement in relation to R&D, manufacturing engineering, logistic engineering and procurement services provided by Volvo Car Corporation and its affiliates for the preparation for manufacturing of Polestar 3 in a Volvo owned plant in Charleston. The service fee is charged per hour at an arm's length hourly rate. The agreement remains in effect during the performance AB. Either party may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Performance AB also has the right to cancel the services for convenience upon 90 days' written notice.

Service Agreement, dated as of January 8, 2024, between Volvo Cars Technology (Shanghai) Co, Ltd and Polestar Performance AB is a service agreement in relation to manufacturing engineering, logistic engineering and procurement services provided by Volvo Cars Technology (Shanghai) Co, Ltd for the preparation for manufacturing of Polestar 3 in a Volvo owned plant in Charleston. The service fee is charged per hour at an arm's length hourly rate. The agreement remains in effect during the performance of the services and the validity of the license period of the license granted to Polestar Performance AB. Either party may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Performance AB also has the right to cancel the services for convenience upon 90 days' written notice.

Outsourcing Framework Agreement, dated as of January 11, 2024, between Polestar Performance AB and Volvo Car Corporation is an agreement governing the Polestar 3 project and the overall responsibility and co-ordinating role for Volvo Car Corporation for the complete Polestar 3 vehicle and related deliveries made by Volvo Car Corporation and its affiliates including some core collaboration principles.

Manufacturing Agreement, dated as of January 12, 2024, between Polestar Automotive China Distribution Co., Ltd, Zhongjia Automobile Manufacturing (Chengdu) Co. Ltd., and Zhejjiang Haoqing Automobile Manufacturing Co., Ltd. Chengdu Branch Zhejjiang Haoqing is an agreement governing the manufacturing of Polestar 3 at the manufacturing plant in Chengdu. Under the agreement, Zhejjiang Haoqing Automobile Manufacturing Co., Ltd. Chengdu Branch Zhejjiang Haoqing Automobile Manufacturing (Chengdu) Co. Ltd. J. The vehicles produced in the plant are priced based on their full cost of production, including Polestra Automotive China Distribution (Taizhou) Co., Ltd. Store and agree for the vehicles are determined annually based on reserved volumes and the estimated cost for producing the vehicles are determined and guited according to certain benchmarks. The prices for the vehicles are determined annually based on reserved volumes and the estimated cost for producing the vehicles, as determined by Zhongjia Automobile Manufacturing (Chengdu) Co. Ltd. and are subject to review and amendhment on a monthly basis. The agreement terminates seven years after becoming effective, and either party may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party. If Polestar Automotive China Distribution (Co., Ltd. Sterney and either party may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party. If Polestar Automotive China Distribution (Taizhou) Co., Ltd. Sterney and either party may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party. If Polestar Automotive China Distribution (Taizhou) Co., Ltd. Sterney and either party may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party. If Polestar Automotive China Distribution (Taizhou) Co., Ltd. Sterney and the folding polestar Automotive China Distribution (Taizhou) Co., Ltd. Ste

Manufacturing Agreement, dated as of January 8, 2024, between Polestar Performance AB and Zhongjia Automobile Manufacturing (Chengdu) Co. Ltd. is an agreement governing the manufacturing of Polestar 3 at the manufacturing plant in Chengdu. Under the agreement, Zhejiang Haoqing Automobile Manufacturing Co. Ltd. Chengdu Branch Zhejiang Haoqing and Zhongjia Automobile Manufacturing (Chengdu) Co. Ltd Ltd. manufacture and assemble the vehicle and sell the completed product to Polestar Performance AB. The vehicles produced in the plant are priced based on their full cost of production, including Polestar Performance AB's pro rata

portion of the common cost of the plant, plus a mark-up that is reviewed and adjusted according to certain benchmarks. The prices for the vehicles are determined annually based on reserved volumes and the estimated cost for producing the vehicles, as determined by Zhongjia Automobile Manufacturing (Chengdu) Co. Ltd. and are subject to review and amendment on a monthly basis. The agreement terminates seven years after becoming effective, and either party may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party. If Polestar Performance AB discontinues having vehicles produced at the Chengdu plant under the agreement prior to its termination, Polestar Performance AB must pay certain exit costs.

Launch Vehicle Supply Agreement, effective as of May 17, 2023, between Volvo Car Corporation and Polestar Performance AB is a supply agreement under which Volvo Car Corporation manufactures and sells pre-series vehicles to Polestar Performance AB. The vehicle price is based on actual production cost plus an arm's length markup. Either party may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Performance AB has the right to terminate for convenience within 60 days written notice.

Payment Agreement, dated March 29, 2023, between Volvo Car Corporation and Polestar Performance AB is an agreement in relation to the sharing of compensation for GHG emission credits jointly generated by Polestar and Volvo Cars and traded to a third party.

Amendment Agreement No 1, dated as of March 22, 2023, of Service Agreement, dated as of July 7, 2022, between Volvo Car Corporation and Polestar Automotive China Distribution Co. Ltd. is a service agreement under which Volvo Car Corporation provides manufacturing engineering services related to future model year programs of the Polestar 2. The monthly service charge is based on actual hours required for the service to be performed. The hourly rate is determined by Volvo Car Corporation on an annual basis. The agreement remains in effect during the performance of the services. Either party may terminate within 30 days written notice for breach or immediately upon the insolvency of the other party. Polestar Automotive China Distribution Co., Ltd has the right to terminate for convenience within 30 days written notice and Volvo Car Corporation has the right to terminate for convenience within 60 days written notice.

Amendment Agreement No 1, dated as of March 22, 2023, of Service Agreement, dated as of November 22, 2022, between Zhongjia Automobile Manufacturing (Chengdu) Co., Ltd. and Polestar Automotive China Distribution Co. Ltd. is a service agreement under which Zhongjia Automobile Manufacturing (Chengdu) Co. Ltd. provides manufacturing engineering services related to future model year programs of the Polestar 2. The monthly service charge is based on actual hours required for the service to be performed. The hourly rate is determined by Zhongjia Automobile Manufacturing (Chengdu) Co. Ltd. on an annual basis. The agreement remains in effect during the performance of the services related not immediately upon the insolvency of the other party. Polestar Automotive China Distribution Co., Ltd has the right to terminate for convenience within 30 days written notice.

Amendment Agreement No. 2 to the Polestar 2 Model Year Program License, License Assignment and Service Agreement, dated as of January 5, 2024, between Polestar Performance AB and Volvo Car Corporation is a license assignment and service agreement under which Volvo Car Corporation provides development services to Polestar Automotive China Distribution Co. Ltd. The agreement relates to certain technology to be developed, assigned or licensed by Volvo Car Corporation to Polestar Automotive China Distribution Co. Ltd. The agreement is based on estimated development costs using the cost plus method and the actual hours required for the services stilled at an hourly rate. The hourly rates are determined by Volvo Car Corporation on an annual basis. The agreement relates to estimated development costs using the cost plus method and the actual hours required for the services billed at an hourly rate. The hourly rates are determined by Volvo Car Corporation on an annual basis. The agreement relates to estimated development costs using the cost plus method and the actual hours required for the services billed at an hourly rate. The hourly rates are determined by Volvo Car Corporation on an annual basis. The agreement relates to estimate development costs using the cost plus method and the actual hours required for the services billed at an hourly rate. The hourly rates are determined by Volvo Car Corporation on an annual basis. The agreement for development costs using the notice AB also has additional service cancellation and termination rights under the agreement. In the event of certain breaches by Volvo Car Corporation, Polestar Performance AB also has additional service cancellation and termination rights under the agreement. In the event of certain breaches by Volvo Car Corporation, Polestar Performance AB may cancel the delivery of "Polestar Technology" or "PS Unique Volvo Technology" (each as defined in the agreement).

Launch Vehicle Supply Agreement, dated as of May 5, 2023, between Volvo Car Technology (Shanghai) Co., Ltd and Polestar Automotive China Distribution is a supply agreement under which Volvo Car Technology (Shanghai) Co., Ltd sells launch vehicles to Polestar Automotive China Distribution for use in commercial launch activities. The vehicle price is based on actual production cost plus an arm's length markup. Either party may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Automotive China Distribution has the right to terminate for convenience within 60 days written notice.

User Right Agreement, effective March 3, 2024, between Polestar Automotive China Distribution Co., Ltd, Chengdu Jisu New Energy Vehicle Co., Ltd., a subsidiary of Geely, the owner, and Zhongjia Automobile Manufacturing (Chengdu), Co., Ltd., the user, governs the right to use Polestar unique tooling and equipment and Polestar unique vendor tooling for production of Polestar 3 in Volvo Car Corporation's plant in Chengdu, China. The right to use the tooling will be granted to the user and for which compensation will be paid by the user to the owner as defined in the agreement. The agreement remains in effect until fully performed or until terminated in accordance with the terms of the agreement. The agreement may be terminated by either party with immediate effect in the event of a material breach that has not been remedied within a certain amount of time after receiving written notice from the other party to remedy such breach or if the other party becomes insolvent or is contemplating or enters bankruptcy.

Restated Framework Assignment and License Agreement, dated as of June 1, 2023, between Volvo Car Corporation and Polestar Automotive China Distribution Co., Ltd. and Restated Car Model Assignment and License Agreement, dated as of June 31, 2023, between Volvo Car Corporation and Polestar Automotive China Distribution Co., Ltd. amended by the Amendment Agreement, dated as of October 3, 2023, by and among Polestar Automotive China Distribution Co., Ltd. and Volvo Car Corporation, is an agreement related to the license to technology related to Polestar branded vehicles. The license fee paid under the agreements are in part based on actual development costs and take into account the full cost incurred plus an arm's length mark-up. The fee also takes into account the value of "Existing Know-How and Technology" (as defined in the Car Model Assignment and License Agreement). The hourly rates charged under the agreements are reviewed and updated annually by the parties. The Framework Assignment and License Agreements in effect until six months after all Car Model Assignment and License Agreements are the verticed into between the parties have

expired or been terminated. Further, the Framework Assignment and License Agreement may terminate within 60 days of written notice for breach of the Framework Assignment and License Agreement or of a Car Model Assignment and License Agreement or immediately upon the insolvency of either party. The Car Model Assignment and License Agreement remains in force during the validity of the license period of the license granted under the contract. Further, a Car Model Assignment and License Agreement may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party. Polestar also has additional termination and cancellation rights under the Car Model Assignment and License Agreements. The termination of the Framework Assignment and License Agreement and License Agree

Restated Service Agreement, dated as of June 1, 2023, between Volvo Car Corporation and Polestar Automotive China Distribution Co., Ltd., amended by the Amendment Agreement, dated as of June 1, 2023, by and among Polestar Automotive China Distribution Co., Ltd., and Volvo Car Corporation, is a service agreement in relation to manufacturing engineering, logistic engineering and direct material procurement services for the Polestar 3 provided by Volvo Car Corporation to Polestar Automotive China Distribution Co., Ltd. The agreement remains in effect during the performance of the services and the validity of the license period of the license granted. Either party may terminate within 60 days of written notice.

Launch Vehicle Supply Agreement, dated as of July 10, 2023, between Polestar Performance AB and Volvo Car Corporation is a supply agreement under which Volvo Car Corporation sells launch vehicles to Polestar Performance AB for use in commercial launch and testing activities. The vehicle price is based on actual production cost plus an arm's length markup. Either party may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Performance AB has the right to terminate for convenience within 60 days written notice.

Service Agreement, dated as of December 14, 2023, between Polestar Performance AB and Volvo Car Corporation, is a service agreement under which Polestar provides consultancy services within research and development to Volvo Car Corporation. The services fees paid to Polestar under the agreement may be terminated by either party with 30 days' written notice in the event of a material breach that has not been remedied within 30 days or if the other party becomes insolvent or bankrupt. Either party may also terminate the agreement for convenience upon 30 days' written notice.

Payment Agreement, dated July 6, 2023, between Volvo Car Corporation and Polestar Performance AB, is an agreement in relation to the sharing of compensation for CAFE emission credits jointly generated by Polestar and Volvo Cars and traded to a third party.

Cost Sharing Agreement, dated September 13, 2023, and amended by an Amendment Agreement, dated as of October 27, 2023 between Volvo Car Corporation and Polestar Performance AB, is an agreement in relation to the sharing of additional cost incurred by Volvo Car Corporation in securing supply of semi-conductors for Volvo and Polestar production. The agreement terminates on December 31, 2024.

Amendment Agreement No. 2, dated October 3, 2023, related to the License, License Assignment and Service Agreement, dated as of April 13, 2021, between Volvo Car Corporation and Polestar Automotive China Distribution Co. Ltd., and amended by Amendment Agreement No. 1, dated December 13, 2022, is a license assignment and service agreement under which Volvo Car Corporation provides development services to Polestar Automotive China Distribution Co. Ltd., for use in future model year programs of the Polestar 2. The Amendment Agreement is adding an additional model year program. The monthly fee paid under the agreement related development costs using the cost plus method and the actual hours required for the services billed at an hourly rate. The hourly rates are determined by Volvo Car Corporation to the validity of the license period of the license granted under the agreement. Either party may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Automotive China Distribution Co. Ltd. is also entilled to terminate the agreement with 120 days⁶ written notice. While Polestar Automotive China Distribution Co. Ltd. is also entilled to terminate the agreement with 120 days⁶ written notice, both parties are limited in their ability to cancel the delivery of "Volvo Technology" (as defined in the agreement).

Amendment Agreement No. 1, dated December 27, 2023, related to the Framework Service Agreement, dated as of December 23, 2022, between Polestar Performance AB and Volvo Car Corporation, is a framework service agreement under which Volvo Car Corporation's aftermarket organization provides Polestar Performance AB with services supporting Polestar's aftermarket deliveries to car customers and Polestar workshops who are repairing, maintaining and/or servicing Polestar vehicles. The services provided are called off by Polestar according to an agreed call off process. The agreement provides that Polestar Performance AB will pay Volvo Car Corporation a service charge for the services called off, taking into account the actual hours required for the services to be performed, plus a fee for the use of the VOICE system supporting automated translation and publication. The hourly rates used to calculate the service Agreement with another two years, to now remain in effect until December 31, 2025, whereafter it needs to be prolonged. Either party may terminate the agreement for convenience, or cancel a called off service, upon 6 months' written notice. Further, either party may terminate within 30 days of written notice for breach or immediately upon the insolvency of the other party. The parties can agree on shorter cancellation notice on individual call off/services.

Amendment Agreement No. 1, dated February 19, 2024, related to the Service Agreement, dated as of December 6, 2020, between Volvo Car Corporation and Polestar Performance AB is a service agreement under which Volvo Car Corporation provides Polestar Performance AB with various operation and maintenance services related to the GOLD Platform. The agreement provides that Polestar Performance AB will pay Volvo Car Corporation a monthly service charge based on Polestar Performance AB's share of

actual hours required for the services to be performed by Volvo Car Corporation. The hourly rates used to calculate the service charge are calculated using the full cost incurred plus an arm's length markup, and the hourly rates are determined by Volvo Car Corporation on an annual basis. The Amendment Agreement No. 1 is to update the scope of services related to the GOLD platform, the Affiliate definition as well as the interest for late payment. The agreement for convenience upon 60 days' written notice. Further, either party may terminate within 30 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Performance AB also has certain service cancellation rights and has an immediate termination right with respect to certain breaches by Volvo Car Corporation.

Service Agreement, dated as of April 3, 2024, between Polestar Performance AB and Volvo Car Corporation, is a service agreement under which Volvo Car Corporation provides manufacturing engineering services related to future model year programs of the Polestar 2. The monthly service charge is based on actual hours required for the service to be performed. The hourly rate is determined by Volvo Car Corporation on an annual basis. The agreement remains in effect during the performance of the services. Either party may terminate within 30 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Performance AB has the right to terminate for convenience within 60 days written notice.

Partner Agreement, dated June 4, 2024, between Polestar Automotive Sweden AB and Volvo Car Retail AB is a partner agreement under which Volvo Car Retail AB agrees to perform the operations outlined in the agreement and become one of Polestar Automotive Sweden AB's sales agents for Sweden. The agreement shall continue for an indefinite period and either party may terminate the agreement for convenience with at least 2 years' written notice. Further, either party may terminate with immediate effect in the event of a material breach which has not been remedied within 30 days from written notice. Polestar Automotive Sweden AB also has the right to terminate with immediate effect under certain circumstances as specified in the agreement.

Service Agreement, dated as of May 16, 2024, between Polestar Performance AB and Asia Euro Automobile Manufacturing (Taizhou) Co., Ltd. is a service agreement under which Asia Euro Automobile Manufacturing (Taizhou) Co., Ltd. is a service agreement under which Asia Euro Automobile Manufacturing (Taizhou) Co., Ltd. provides manufacturing engineering services related to future model year programs of the Polestar 2. The monthly service charge is based on actual hours required for the service to be performed. The hourly rate is determined by Asia Euro Automobile Manufacturing (Taizhou) Co., Ltd. on an annual basis. The agreement remains in effect during the performance of the services. Either party may terminate within 30 days of written notice for breach or immediately upon the insolvency of the other party. Polestar Performance AB has the right to terminate for convenience within 30 days written notice and Asia Euro Automobile Manufacturing (Taizhou) Co., Ltd. has the right to terminate for convenience within 30 days written notice.

Amendment Agreement No. 1, date May 16, 2024, to the Service Agreement, executed as of September 27, 2022, between Volvo Car Corporation and Polestar Performance AB is a service agreement under which Volvo Car Corporation provides to and manages on behalf of Polestar Performance AB various cloud infrastructure and connected services. The agreement provides that Polestar Performance AB will pay Volvo Car Corporation incurs in order to provide unique development services for Polestar. The Amendment Agreement No. 1 is to update the scope of the services by adding additional Polestar vehicle models to the scope, as well as updating the interest for late payment. The agreement is effective retroactively from January 1, 2018 and remains in effect until terminated in accordance with the agreement. The agreement motice from the other party to remedy such breach or immediately if the other party becomes insolvent or is contemplating or enters into bankruptcy. Polestar Performance AB is also retinded to the agreement with immediate effect under certain circumstances as specified in the agreement. Further, either party may terminate the agreement for convenience upon providing 18 months' written notice to the other party.

Amendment Agreement No. 1, dated May 23, 2024, to the Service Agreement, dated as of November 29, 2023, between Zhejiang ZEEKR Automobile Research & Development Co., Ltd and Polestar Performance AB is a service agreement in relation to research and development services for the Polestar 5 provided by Zhejiang ZEEKR Automobile Research & Development Co., Ltd to Polestar Performance AB. The agreement remains in effect, unless terminated in accordance with the agreement during the performance of the services. Either party may terminate with immediate effect in the event of a material breach which has not been remedied within 30 days from written notice or immediately upon the insolvency of the other party. Polestar Performance AB also has the right to cancel the services performed for convenience upon 60 days' written notice.

Variation Agreement, dated June 14, 2021, between Volvo Car Financial Services UK Limited and Polestar Automotive UK Limited, is an amendment to the Finance Cooperation Agreement executed as a deed. Under the amendment is an Offer Letter, dated June 14, 2021, setting out the updated terms and increased financial limits of the Floorplan Vehicles as per the New, Used and Demonstrator Funding Agreement.

Variation Letter, dated December 5, 2023, between Volvo Car Financial Services UK Limited and Polestar Automotive UK Limited, is an amendment to the Finance Cooperation Agreement, executed as a deed, and setting out the updated terms and increased financial limits of the Floorplan Vehicles as per the New, Used and Demonstrator Funding Agreement.

Variation Agreement, dated May 20, 2024, between Volvo Car Financial Services UK Limited and Polestar Automotive UK Limited, is an amendment to the Finance Cooperation Agreement executed as a deed. Under the amendment is an Offer Letter, dated May 20, 2024, that together with the amendment is setting out the updated terms and increased financial limits of the Floorplan Vehicles as per the New, Used and Demonstrator Funding Agreement.

Spare Parts Supply Agreement, dated June 26, 2024, between Polestar Performance AB and Lynk & Co Automobile Sales Co., Ltd., is a supply agreement under which Lynk & Co Automobile Sales Co., Ltd. supplies spare parts to Volvo Car Distribution (Shanghai) Co., Ltd. for further global distribution and sale of spare parts by Volvo Cars. The price of the spare parts is based on production cost and/or acquisition price from sub-tier suppliers plus an arm's length markup. Buyer may terminate the agreement upon 12 months' notice. Either party may terminate due to a material breach that has been escalated and not remedied within 60 days. Further, either party may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party.

Supplement Agreement No. 2, dated as of May 23, 2024, to Car Model Manufacturing Agreement, dated as of November 26, 2018, between Asia Euro Automobile Manufacturing (Taizhou) Co., Ltd. and Polestar Performance AB is a supplement agreement governing specific terms connected to storage and maintenance of Polestar 2 vehicles kept in storage in China.

Amendment No. 1, dated July 16, 2024, to the Change Management Agreement, effective as of January 1, 2022, between Polestar Performance AB and Volvo Car Corporation, is an agreement regulating certain updates and upgrades made to certain technology in Polestar 2. The agreement provides that Polestar Performance AB will pay Volvo Car Corporation a fee based on Polestar's volume share of Volvo Car Corporation's actual development cost, as calculated under the agreement regulating terminate update annually. The agreement remains in effect during the validity of the license period of the license granted under the agreement unless terminated upon 12 months' written notice. In addition, the agreement may terminate within 60 days of written notice for breach or immediately upon the insolvency of the other party. Further, Polestar Performance AB also has certain termination and cancellation rights under the agreement.

Declarations of Intent by Snita and PSD Investment Limited

On March 3, 2022, Snita and PSD Investment Limited each executed a Declaration of Intent. These Declarations of Intent are substantially identical and set forth the parties' intention to subscribe for their pro rata share of equity or equity linked securities issued by the Company in the event of any offering of such securities by the Company until March 31, 2024. The Declarations of Intent also provide that (i) Polestar will actively seek appropriate debt financing and engage in raising capital from the market and (ii) to the extent either Snita and/or PSD Investment Limited decide to make such investments, those investments will be made on market terms and conditions substantially identical to, or better than, those offered to third party investors and will be subject to all necessary corporate and/or regulatory approvals of Snita, Volvo Cars and/or PSD Investment Limited, as the case may be. The Declaration of Intent also states that any investment made by either Snita or PSD Investment Limited will not result in its direct and indirect aggregated beneficial interest in the issued and outstanding share capital of the Company or its share of votes in the Company exceeding 49.5%.

Indemnification Under Articles of Incorporation; Indemnification Agreements

To the extent permitted by the Companies Act and the Polestar Articles, the Company is empowered to indemnify its directors and officers, as well as members of Polestar Group's senior management against liabilities in connection with their service at Polestar. The Company has also entered into indemnification agreements with its directors and officers, as well as members of Polestar Group's senior management.

These agreements, among other things, require the Company to indemnify such directors, officers and members of Polestar Group's senior management for certain expenses, including attorneys' fees, judgments, fines and settlement amounts incurred by a director, officer or member of Polestar Group's senior management in any action or proceeding arising out of their services in the Polestar Group. The Company plans to maintain an insurance policy pursuant to which such persons will also be insured against liability for actions taken in their respective capacities.

The Company believes that the indemnification of directors, officers and members of Polestar Group's senior management is necessary to attract and retain qualified persons. Insofar as such indemnification for liabilities arising under the Securities Act may be permitted to such individuals or control persons in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

C. Interests of Experts and Counsel. Not applicable.

Not applicable.

ITEM 8. FINANCIAL INFORMATION

A. Consolidated Statements and Other Financial Information

Consolidated Financial Statements

The financial statements required by this item are included at Part III. Item 18. Financial Statements

Legal Proceedings

From time to time, Polestar is subject to various legal proceedings that arise from the normal course of business activities. In addition, from time to time, third parties may assert claims of intellectual property infringement, misappropriation or other violation against Polestar in the form of letters and other forms of communication. If an unfavorable ruling were to occur, there exists the possibility of a material adverse impact on its results of operations, prospects, cash flows, financial position and brand.

Dividends and Distributions

The Company has not paid any cash dividends on its capital stock to date and does not intend to pay cash dividends in the foreseeable future and expect to reinvest all undistributed earnings to expand our operations, which we believe would be of the most benefit to our shareholders. The declaration of dividends, if any, will be subject to the discretion of the Board, which may consider such factors as our results of operations, financial condition, capital needs and acquisition strategy, among others. Also see Exhibit 2.11 (Description of Securities).

B. Significant Changes

Except as disclosed elsewhere in this Report, we have not experienced any significant changes since the date of our audited consolidated financial statements included in this Report

ITEM 9. THE OFFER AND LISTING

A. Offer and Listing Details

Class A ADSs and Class C-1 ADSs are listed on Nasdaq under the symbols "PSNY" and "PSNYW," respectively. Holders of Class A ADSs and Class C-1 ADSs should obtain current market quotations for their securities.

Information regarding Class A ADSs is described in Item 12.D "Description Of Securities Other Than Equity Securities—American Depositary Shares—ADSs" and incorporated by reference herein. Information regarding Class C-1 ADSs is described in Item 12.D "Description Of Securities Other Than Equity Securities—American Depositary Shares—ADSs" and incorporated by reference herein.

B. Plan of Distribution

Not applicable.

C. Markets

Class A ADSs and Class C-1 ADSs are listed on Nasdaq under the symbols "PSNY" and "PSNYW," respectively.

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

ITEM 10. ADDITIONAL INFORMATION

A.Share Capital

Not applicable.

B. Memorandum and Articles of Association

The information required by this section, including a summary of certain key provisions of the Polestar Articles, is set forth in Exhibit 2.11 (Description of Securities) filed as an exhibit to this Report and is incorporated herein by reference.

C. Material Contracts

Material Contracts Relating to the Company's Operations

Information pertaining to certain of the Company's material contracts is set forth in Item 3.D "Risk Factors," Item 4 "Information on the Company," Item 5 "Operating and Financial Review and Prospects," and Item 7.B "Major Shareholders and Related Party Transactions...

Material Contracts Relating to the Business Combination

Business Combination Agreement

On September 27, 2021, GGI, Former Parent, Polestar Singapore, Polestar Sweden, the Company and Merger Sub, entered into a Business Combination Agreement, which is included as an exhibit to this Report. At the Business Combination Closing, the Company completed the Pre-Closing Reorganization, pursuant to which, among other things, Polestar Singapore, Polestar Sweden and their respective subsidiaries became wholly owned subsidiaries of the Company. See "*Explanatory Note*" in this Report for additional information regarding the Business Combination.

Related Agreements

Director Agreements

At listing, the Company entered into letter agreements with the non-employee directors, pursuant to which non-employee directors receives (i) an annual fee of \$200,000 (or \$350,000 if the director serves as the chair of the Board), (ii) an additional annual fee of \$10,000 if the director serves on a committee of the Board (or \$20,000 for the chairs of the committees of the Board), and (iii) a Polestar car, subject to certain conditions. Pursuant to the letter agreements, 50% of the net annual fee (but not including any additional annual fee described above) for each non-employee directors is used to purchase the maximum number of Class A ADS as



may be purchased in the market at the prevailing rate. The Company is also expected to agree to reimburse each non-employee director for reasonable and properly documented expenses they incur in connection with their service as a non-employee director.

Indemnity of Directors

See "-Additional Information-Articles of Association-Polestar Articles and English Law Considerations-Indemnity of Directors" in Item 10.B above.

At the Business Combination Closing, Polestar adopted the Equity Plan and the Employee Stock Purchase Plan (each, as defined and described below). See Item 7.B "Major Shareholders and Related Party Transactions—Related Party Transactions" for descriptions of material contracts.

For additional information on agreements related to the Business Combination, please see Item 7.B "Major Shareholders and Related Party Transactions-Related Party Transactions-Business Combination Related Agreements," which is incorporated herein by reference.

D. Exchange Controls

There is no exchange control legislation or regulation in England or Wales except by way of such as freezing of funds of, and/or prohibition of new investments in, certain jurisdictions subject to international sanction.

E. Taxation

Material U.S. Federal Income Tax Considerations

This section describes the material U.S. federal income tax considerations to U.S. Holders (as defined below) of the ownership and disposition of ADSs. This discussion is based on the Internal Revenue Code of 1986, as amended (the "Code"), its legislative history, existing and proposed Treasury regulations promulgated under the Code (the "Treasury Regulations"), published guidance by the IRS and court decisions, all as of the date hereof, and does not take into account proposed treasury treasure to the take to the account proposed treasury regulations in such as a subject to change, possibly on a retroactive basis. This discussion is necessarily general and does not address all aspects of U.S. federal income taxation, including the effect of any U.S. federal alternative minimum tax, or U.S. federal active take into the Company has not sought and does not intend to seek any rulings from the IRS regarding the ADSs. There is no assurance that the IRS will not take positions concerning certain tax consequences of the ownership and disposition of ADSs that are different from those discussed below, or that any such different positions would not be sustained by a court.

Further, this discussion applies only to ADSs held as capital assets for U.S. federal income tax purposes (generally, property held for investment) and does not discuss all aspects of U.S. federal income taxation that might be relevant to U.S. Holders in light of their particular circumstances or status, including the Medicare contribution tax on net investment income, or U.S. Holders who are subject to special rules, including:

- · brokers or dealers;
- · traders in securities that elect to use a mark-to-market method of accounting for their securities holdings;
- · S-corporations;
- · governments or agencies or instrumentalities thereof;
- · a person subject to the base erosion and anti-abuse tax;
- mutual funds;
- pension funds
- · investors subject to the alternative minimum tax provisions of the Code;
- accrual method taxpayers that file applicable financial statements as described in Section 451(b) of the Code; investors subject to the U.S. "anti-inversion" rules;
- · tax-exempt organizations (including private foundations), qualified retirement plans, individual retirement accounts or other tax deferred accounts;
- · banks or other financial institutions, underwriters, insurance companies, real estate investment trusts or regulated investment companies;
- · U.S. expatriates or former long-term residents of the United States;
- · persons that own (directly, indirectly, or by attribution) 5% or more (by vote or value) of any class of ADS or of the Company in the aggregate;
- persons holding ADSs as part of a straddle, hedging or conversion transaction, constructive sale, or other arrangement involving more than one position;
- U.S. Holders (as defined below) whose functional currency is not the U.S. dollar;
- · persons who purchased Subscription Shares as part of the Subscription Investments or the Volvo Cars Preference Subscription Investment;
- · the GGI Sponsor and the initial independent directors of GGI; or

· persons that received ADSs as compensation for services.

If a partnership (including any entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds ADSs, the tax treatment of a partner in such partnership will depend upon the status and activities of the partner and the activities of the partner in come tax treatment of the ownership and disposition of ADSs.

ALL HOLDERS OF ADS ARE URGED TO CONSULT THEIR TAX ADVISORS REGARDING THE TAX CONSIDERATIONS RELATING TO THE OWNERSHIP AND DISPOSITION OF ADS, INCLUDING THE EFFECTS OF U.S. FEDERAL, STATE, AND LOCAL AND NON-U.S. TAX LAWS.

U.S. Federal Income Tax Treatment of the Company

A corporation generally is considered to be a tax resident for U.S. federal income tax purposes in the jurisdiction of its organization or incorporation. Accordingly, under the generally applicable U.S. federal income tax rules, the Company, which is incorporated under the laws of England and Wales, would be classified as a non-U.S. corporation (and, therefore, not a U.S. tax resident) for U.S. federal income tax purposes. Section 7874 of the Code provides an exception to this generally discussed below), under which a non-U.S. incorporated entity may, in certain circumstances, be treated as a U.S. corporation for U.S. federal income tax purposes. These rules are complex, and there is limited guidance regarding their application.

Under Section 7874 of the Code, a corporation created or organized outside the United States (*i.e.*, a non-U.S. corporation) will nevertheless be treated as a U.S. corporation for U.S. federal income tax purposes (and, therefore, as a U.S. tax resident subject to U.S. federal income tax on its worldwide income) if each of the following three conditions are met: (i) the non-U.S. corporation, directly or indirectly, acquires substantially all of the properties held directly or indirectly by one or more U.S. corporations (including through the acquisition of all of the outstanding shares of a U.S. corporation); (ii) the non-U.S. corporations (see not have "substantial business activities" in the non-U.S. corporation's country of organization or incorporation and tax residence relative to the expanded affiliated group" does not have "substantial business activities" in the non-U.S. corporation's (including through the acquisition and tax residence relative to the expanded affiliated group's worldwide activities (this test is referred to as the "substantial business activities test"); and (iii) after the acquisition, the percentage of the shares of the non-U.S. corporation's shares in a schares in exchange for each U.S. corporation (so for purposes of Section 7874 of the Code (the "Section 7874 ownership percentage") is at least 80% (by either vote or value) (this test is referred to as the "80% ownership test" and the three-prong test described in clauses (i)–(iii) above is referred to as the "Section 7874(b) expatriation test").

Further, Section 7874 of the Code can limit the ability of U.S. corporations and their U.S. affiliates acquired by "surrogate foreign corporations" to utilize certain U.S. tax attributes (including net operating losses and certain tax credits) to offset U.S. taxatle income resulting from certain transactions. These limitations will potentially apply if the Section 7874(b) expariation test would be satisfied if the 80% ownership test were applied by substituting "60%" for "80%," in which case the taxable income of the U.S. corporations (and any U.S. person considered to be related to the U.S. corporations pursuant to applicable rules) for any given year, within a period beginning on the first date the U.S. corporations gain includes gain from the transferred of shares or any other property (other than property held for sale to customers) and income from the license of any property that is either transferred or licensed as part of the acquisition or after the acquisition to a non-U.S. related person. In general, the effect of this provision is to deny the use of net operating losses, foreign tax credits or other tax attributes to offset the inversion gain. In addition, dividends paid by the Company would not qualify for "qualified dividend income" treatment. Further, there are additional requirements imposed on a U.S. corporation that has failed the substantial business activities test and met the 60% ownership test, including that such U.S. corporation must include, as base erosion payments that may be subject to a minimum tax, any amounts treated as reductions in gross income paid to a related non-U.S. person

Based upon the terms of the Business Combination and Pre-Closing Reorganization, the rules for determining share ownership under Section 7874 of the Code and the Treasury Regulations promulgated thereunder, and certain factual assumptions, we believe that the Section 7874 ownership percentage is not more than 60% after the Business Combination. Accordingly, we do not believe the Company should be treated as a U.S. corporation for U.S. federal income tax purposes and we do not believe the U.S. subsidiaries of the Company should be subject to the limitations and other rules described above under Section 7874 of the Code. However, the rules for determining ownership under Section 7874 of the Code are complex and unclear and there is no assurance the IRS will agree with our determination that the Section 7874 ownership percentage was less than 60% following the Business Combination.

If the IRS successfully asserts that the Company were to be treated as a U.S. corporation for U.S. federal income tax purposes, it could be subject to substantial liability for additional U.S. income taxes. However, if the Company were to be treated as a U.S. corporation for U.S. federal income tax purposes, dividend payments would generally constitute "qualified dividends" and be subject to tax at the rates accorded to long-term capital gains. Furthermore, if the IRS were to successfully assert that the 60% ownership test has been met, the ability of the U.S. subsidiaries of the Company to utilize certain U.S. tax attributes against income or gain recognized pursuant to certain transactions may be limited.

The remainder of this discussion assumes that the Company will not be treated as a U.S. corporation for U.S. federal income tax purposes, that dividends of the Company could be eligible to be treated as "qualified dividends" (if all other requirements are satisfied), and that the U.S. subsidiaries of the Company will not be subject to the limitations and other rules under Section 7874 of the Code.

American Depositary Shares

Each ADS represents the right to receive, and to exercise the beneficial ownership interests in, one Class A Share, one Class C-1 Share or Class C-2 Share (as applicable) on deposit with the Depositary and/or custodian. An ADS also represents the right to receive, and to exercise the beneficial interests in, any other property received by the Depositary or the custodian on behalf of the owner of the ADS but that has not been distributed to the owners of ADSs because of legal restrictions or practical considerations.

The remainder of this discussion assumes that, for U.S. federal income tax purposes, ownership of ADSs will be treated as ownership of the underlying Class A Shares or Class C Shares (as applicable). U.S. Holder.

For purposes of this discussion, a U.S. Holder means a beneficial owner of ADSs that is, for U.S. federal income tax purposes

- · an individual who is a citizen or resident of the United States;
- a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- · an estate whose income is subject to U.S. federal income tax regardless of its source; or
- a trust if (1) a U.S. court can exercise primary supervision over the trust's administration and one or more U.S. persons are authorized to control all substantial decisions of the trust, or (2) the trust has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

The discussion below assumes that the representations contained in the deposit agreement are true and that the obligations in the deposit agreement and any related agreement will be complied with in accordance with their terms. Generally, a holder of an ADS should be treated for U.S. federal income tax purposes as holding the ordinary shares represented by the ADS. Accordingly, no gain or loss will be recognized upon an exchange of ADSs for ordinary shares. The U.S. Treasury has expressed concerns that intermediaries in the chain of ownership between the holder of an ADS and the issuer of the security underlying the ADS may be taking actions that are inconsistent with the beneficial ownership of the underlying security. This discussion assumes a holder of ADS will be treated as holding ordinary shares for U.S. federal income tax purposes, and we urge holders to consult their tax advisors concerning the U.S. federal income tax consequences as a result of any actions taken by intermediaries in the chain of ownership between the holders of ADSs and us if, as a result of such actions, the holders of ADSs are not properly treated as beneficial owners of underlying ordinary shares.

Consequences to Holders of Class A ADSs

a. Distributions on Class A ADSs

Subject to the discussion below under "—*Passive Foreign Investment Company Rules*," the gross amount of any distribution on Class A ADSs generally will be taxable to a U.S. Holder as dividend income on the date such distribution is actually or constructively received, but only to the extent that the distribution is paid out of the Company's current or accumulated earnings and profits (as determined under U.S. federal income tax principles). Because the Company does not maintain, and it is not required to maintain, calculations of its earnings and profits under U.S. federal income tax principles, it is currently expected that any distributions guerally will be reported to U.S. Holders as dividends. Any such dividends greenrelly will be the eligible for the dividends received deductions in respect of dividends received from other U.S. corporations, but they montheless qualify for other divident deceived deductions depending on the ownership by a U.S. Holder. Each U.S. Holder should consult its own tax advisor to determine whether a deduction under Section 245A of the Code, or other sections, is available based on its particular circumstances.

With respect to non-corporate U.S. Holders, dividends will be taxed at the lower applicable long-term capital gains rate if Class A ADSs are readily tradable on an established securities market in the United States (which they will be if the Class A ADSs are readily tradable on the Nasdaq) and certain other requirements are met, including that the Company is not classified as a passive foreign investment company during the taxable year in which the dividend is paid or the preceding taxable year and certain holding period requirements are met, or the Company qualifies for the benefits of certain U.S. income tax treaties. There can be no assurance that Class A ADSs will be considered readily tradable on an established securities market in future years or that the Company qualifies for the benefits of such treaty. U.S. Holders should consult their own tax advisors regarding the potential availability of the lower rate for any dividends paid with respect to Class A ADSs.

b. Sale, Exchange, Redemption or Other Taxable Disposition of Class A ADSs

Subject to the discussion below under "—*Passive Foreign Investment Company Rules*," a U.S. Holder generally will recognize gain or loss on any sale, exchange or other taxable disposition of Class A ADSs in an amount equal to the difference between (i) the amount realized on the disposition and (ii) such U.S. Holder's adjusted tax basis in such securities. Any gain or loss recognized by a U.S. Holder on a taxable disposition of Class A ADSs generally will be capital gain or loss and will be long-term capital gain or loss if such U.S. Holder's holding period in such Class A ADS exceeds one year at the time of the disposition. Preferential tax rates may apply to long-term capital gains of non-corporate U.S. Holder. S. Holder's holding period in subject to limitations. Any gain or loss recognized by a U.S. Holder on the sale or exchange of Class A ADSs generally will be treated as U.S. source gain or loss for foreign tax credit purposes.

If the Company redeems Class A ADSs, the treatment of such redemption for U.S. federal income tax purposes will depend on whether the redemption qualifies as a sale of such Class A ADSs pursuant to Section 302 of the Code or If the Company redenies Class A ADSs, the treatment of such redening of the OS. For the Company's stock redening of the Company's stock treated as held by the U.S. Whether the U.S. Holder (including any stock constructively owned by the U.S. Holder as a result of, among other things, owning multiple classes of ADSs) relative to all of shares of the Company's stock treated as a held by the U.S. Holder (including any stock constructively owned by the U.S. Holder as a result of, among other things, owning multiple classes of ADSs) relative to all of shares of the Company's stock both before and after the redemption. A redemption of stock generally will be treated as a sale of the stock (rather than as a corporate distribution) if the redemption is "substantially disproportionate" with respect to the U.S. Holder, results in a "complete termination" of the U.S. Holder's interest in the Company or is "not essentially equivalent to a dividend" with respect to the U.S. Holder. These tests are explained more fully below.

In determining whether any of the foregoing tests are satisfied, a U.S. Holder takes into account not only Class A ADSs actually owned by the U.S. Holder, but also shares of stock of the Company that are actually or constructively owned by such U.S. Holder. A U.S. Holder may constructively own, in addition to ADSs owned directly, ADSs owned by certain related individuals and entities in

which the U.S. Holder has an interest or that have an interest in such U.S. Holder, as well as any ADSs the U.S. Holder has a right to acquire by exercise of an option. To meet the substantially disproportionate test, the percentage of the Company's outstanding voting stock actually and constructively owned by the U.S. Holder immediately following the redemption of such Class A ADSs must, among other requirements, be less than 80% of the percentage of the Company's outstanding voting ADSs actually and constructively owned by the U.S. Holder immediately before the redemption. There will be a complete termination of a U.S. Holder are redeemed or ADSs actually owned by the U.S. Holder are redeemed or ADSs actually owned by the U.S. Holder are redeemed or ADSs actually owned by the U.S. Holder are redeemed or ADSs actually owned by the U.S. Holder are redeemed or ADSs actually owned by the U.S. Holder are redeemed or ADSs actually owned by the U.S. Holder are redeemed or ADSs actually owned by the U.S. Holder are redeemed or ADSs actually owned by the U.S. Holder is eligible to waive, and effectively waives in accordance with specific rules, the attribution of stock owned by certain family members and the U.S. Holder set redeemed or ADSs will not be essentially equivalent to a dividend if the redemption from a U.S. Holder's results in a "meaningful reduction" of the U.S. Holder's proportionate interest in the Company. Whether the redemption will result in a meaningful reduction in a U.S. Holder's proportionate interest in the Company will depend on the particular facts and circumstances. However, the IRS has indicated in a published ruling that even a small reduction in the proportionate interest of a small minority stockholder in a publicly-held corporation."

If the redemption qualifies as a sale of stock by the U.S. Holder under Section 302 of the Code, the U.S. Holder generally will be required to recognize gain or loss with the consequences described in the first paragraph under this heading.

If the redemption does not qualify as a sale of stock under Section 302 of the Code, then the U.S. Holder will be treated as receiving a distribution as described above in "-Distributions on Class A ADSs." Consequences to Holders of Class C ADSs

The U.S. federal income tax treatment of the Class C ADSs is uncertain because there is no authority addressing instruments with the terms like the Class C ADS. We intend to treat the Class C ADSs as stock of the Company for U.S. federal income tax purposes, however, it is possible that the Class C ADSs could be treated as warrants exercisable for stock of the Company. Regardless, holders of Class C ADSs are urged to consult their tax advisors regarding the U.S. federal income tax considerations relating to the ownership, conversion, or disposition of Class C ADSs.

a. Class C ADSs Treated as Stock

The following discussion assumes that the Class C ADSs are treated as stock for applicable U.S. federal income tax purposes.

i. Sale, Exchange, Redemption or Other Taxable Disposition of Class C ADSs

If the Class C ADSs are treated as stock for U.S. federal income tax purposes, then the consequences of a sale, exchange, redemption or other taxable disposition of a Class C ADSs are the same as described above under the heading "-Sale, Exchange, Redemption or Other Taxable Disposition of Class A ADSs."

ii. Conversion of a Class C ADS

The treatment of a conversion of Class C ADSs to Class A ADSs is unclear. Subject to the discussion below under the heading "*—Passive Foreign Investment Company Rules*" and the discussion of cashless conversion discussed below, a U.S. Holder may be treated as in part exchanging the converted Class C ADSs or Class A ADSs, and in part "exercising" such Class C ADSs. In this case, a U.S. Holder generally will not recognize gain or loss upon the conversion of the Class C ADSs on of the Class C ADSs or class A ADSs including the holding period of the Class A ADSs converted thereto, and a portion of the holding period of the Class A ADSs beginning on the date following the conversion. The ratio of such portions should be equal to the ratio of the fair market value of the converted Class C ADSs to the amount of the conversion price. A U.S. Holder's tax basis in a Class A ADS received upon conversion of a Class C ADS generally should be an amount equal to the sum of (i) the conversion price. In the event that a Class C ADS received upon conversion of a Class C ADS generally should be an amount equal to the sum of (i) the U.S. Holder's tax basis in at Class C ADS is not converted to a Class A ADS prior to the applicable expiration date (a "conversion expiration"), a U.S. Holder may be able to recognize a capital loss equal to such U.S. Holder's tax basis in such Class C ADS.

Additionally, under the terms of the Class C ADSs, there are certain circumstances in which there may be a cashless conversion of the Class C ADS. The tax consequences of such cashless conversion of a Class C ADS are not clear under current U.S. federal income tax law. A cashless conversion may be tax-deferred, either because the conversion is treated as a tax-free "recapitalization" for U.S. federal income tax law. A cashless conversion may be tax-deferred, either because the conversion is treated as a tax-free "recapitalization" for U.S. federal income tax law. A cashless conversion may be tax-deferred, either because the conversion is treated as a tax-free "recapitalization" for U.S. federal income tax purposes or because the conversion is not a recapitalization, the holding period of the Class A ADSs would include the holding period of the Class C ADSs converted therefor. If the cashless conversion were treated as not being a realization event, it is unclear whether a U.S. Holder's holding period for the Class A ADSs would be treated as commencing on the date of conversion of the Class C ADSs or the day following the date of conversion of the Class C ADSs. Further, under certain conditions, the Company has the right to redeem Class C ADSs for cash or for Class A ADSs. If the Class C ADSs are redeemed for Class A ADSs, the tax consequences of such redemption generally will be similar to those of a cashless conversion as discussed above.

Due to the uncertain nature of the U.S. federal income tax treatment of the Class C ADSs, there is no assurance that a conversion of Class C ADSs or redemption of Class C ADSs for Class A ADSs would be treated as described above, and it is possible the IRS or a court of law could take a position that such a conversion or redemption for Class A ADSs should be treated as part of a taxable exchange in which gain or loss would be recognized. Accordingly, U.S. Holders are urged to consult their tax advisors regarding the tax consequences of a conversion of Class C ADSs or redemption of Class A ADSs.

b. Class C ADS Treated as Warrants

The following section assumes that the Class C ADSs are treated as warrants exercisable for Class A common stock, notwithstanding the Company's position that the Class C ADSs are treated as stock.

i. Sale, Exchange, Redemption or Other Taxable Disposition of Class C ADSs

If the Class C ADSs are treated as warrants for U.S. federal income tax purposes, then the consequences of a sale, exchange, redemption or other taxable disposition of a Class C ADSs are the same as described above under the heading "-Sale, Exchange, Redemption or Other Taxable Disposition of Class A ADSs."

ii. Conversion of a Class C ADS

If Class C ADSs are treated as warrants exercisable for Class A ADSs for U.S. federal income tax purposes, subject to the discussion below under the heading "*—Passive Foreign Investment Company Rules*", and except as discussed below with respect to a cashless conversion, a U.S. Holder generally will not recognize gain or loss upon the conversion of a Class C ADS to Class A ADSs. A U.S. Holder's tax basis in Class A ADSs received upon conversion of Class C ADSs exchanged therefor and (ii) the conversion price. The U.S. Holder's holding period for Class A ADSs received upon conversion of Class C ADSs exchanged therefor and (ii) the conversion price. The U.S. Holder's holding period for Class A ADSs received upon conversion of Class C ADSs will begin on the date following the date of conversion of of conversion of of the Class C ADSs. If a Class C ADS is not converted to a Class A ADS prior to the applicable expiration date (a "conversion"), a U.S. Holder generally will recognize a capital loss equal to such U.S. Holder's tax basis in the Class C ADS.

If the Class C ADSs are treated as warrants for U.S. federal income tax purposes, the tax consequences of a cashless conversion of a Class C ADS are not clear under current U.S. federal income tax law. If the cashless conversion is treated as tax-deferred, the consequences are as described in the section above titled "--Class C ADSs Treated as Stock."

It is also possible that a cables exercise of Class C ADS could be treated in part as a taxable exchange in which gain or loss would be recognized. In such event, a U.S. Holder would recognize gain or loss with respect to the portion of the exercised Class C ADS treated as surrendered to pay the exercise prior of the Class A ADSs (the "surrendered Class C ADSs"). The U.S. Holder would recognize gain or loss with respect to the surrendered Class C ADSs in a amount generally equal to the difference between (i) the fair market value of the Class C ADSs deemed surrendered and (ii) the U.S. Holder's tax basis in the State C ADSs in the class C ADSs converted (meaning, the Class C ADSs disposed of by the U.S. Holder in the cashless conversion, other than the surrendered Class C ADSs) and the exercise price of such Class C ADSs. It is unclear whether a U.S. Holder's holding period for the Class A ADSs would commence on the date of the conversion of the Class C ADSs or the day following the date of exercise of the Class C ADSs. It is unclear whether a U.S. Holder's holding period for the Class A ADSs would commence on the date of the conversion of the Class C ADSs or the day following the date of exercise of the Class C ADSs.

Further, under certain conditions, the Company has the right to redeem Class C ADSs for cash or for Class A ADSs, as discussed in the sections titled "-Redemption of Class C Shares for Cash," and "-Redemption of Class C Shares for Class A ADSs," respectively. If the Class C ADSs are redeemed for cash, the tax consequences generally will be as described in the section titled "-Sale, Exchange, Redemption or Other Taxable Disposition of Class A ADSs."

If the Class C ADSs are redeemed for Class A ADSs, the tax consequences of such redemption generally will be similar to those of a cashless conversion as discussed above. Due to the absence of authority on the U.S. federal income tax treatment of a cashless exercise of warrants, there can be no assurance which, if any, of the alternative tax consequences and holding periods described above would be approved by the IRS or a court of law. Accordingly, U.S. Holders are urged to consult their tax advisors regarding the tax consequences of the cashless conversion of Class C ADSs.

Possible Constructive Distributions

The terms of each Class C ADS provide for an adjustment to the number of Class A ADSs for which an Class C ADS may be exercised or converted, or to the exercise or conversion price of a Class C ADS in certain events, as discussed in Exhibit 2.11 (Description of Securities) of this Report. An adjustment which has the effect of preventing dilution generally is not taxable. A U.S. Holder of a Class C ADS would, however, be treated as receiving a constructive distribution from the Company if, for example, the adjustment increases such U.S. Holders of Class A ADSs that would be obtained upon exercise or conversion) as a result of a distribution of cash to the holders of Class A ADSs which is taxable to the U.S. Holders of such Class A ADSs as described under "*—Distributions on Class A ADS*" above. Such constructive distributions would be subject to tax as described under that section in the same manner as if the U.S. holder received a cash distribution from the Company equal to the fair market value of such increased interest.

Passive Foreign Investment Company Rules

The treatment of U.S. Holders of the ADSs could be materially different from that described above if the Company is treated as a passive foreign investment company, or PFIC, for U.S. federal income tax purposes. A PFIC is any non-U.S. corporation with respect to which either: (i) 75% or more of the gross income for a taxable year constitutes passive income for purposes of the PFIC rules, or (ii) 50% or more of such non-U.S. corporation's assets in any taxable year (generally based on the quarterly average of the value of its assets during such year) is attributable to assets, including cash, that produce passive income or are held for the production of passive income generally includes dividends, interest, royalties and certain rents. The determination of whether a non-U.S. corporation is a PFIC is based upon the composition of such non-U.S. corporation's activities. A separate determination must be made after the close of each taxable years to whether a non-U.S. corporation in was a PFIC for that year. Once a non-U.S. corporation qualifies as a PFIC it is, with respect to a shareholder during the time it qualifies as a PFIC, and whether a non-U.S. corporation is a strictly or indirectly. 25% or more (by value) of the stock). subject to certain exceptions, always treated as a PFIC with respect to such shareholder, regardless of whether it satisfied either of the qualification tests in subsequent years.

Based on the projected composition of the Company's income and assets (including the income and assets of each subsidiary for which the Company owns, directly or indirectly, 25% or more (by value) of its stock), the Company does not believe it was classified as a PFIC for its most recent taxable year ended on December 31, 2023 and does not expect to be classified as a PFIC for its current taxable year or, to the best of its current estimates, for subsequent taxable years. However, the application of the PFIC rules is subject

to uncertainty as the composition of the Company's income and assets may change in the future and, therefore, no assurances can be provided that the Company will not be a PFIC for the current taxable year or in a future year. If the Company is or becomes a PFIC during any year in which a U.S. Holder holds ADSs and such U.S. Holder does not make a mark-to-market election, as described below, the U.S. Holder will be subject to special tax rules with respect to (i) any gain realized on a sale or other disposition (including a pledge) of its ADSs, and (ii) any "excess distributions" it receives on its Class A ADSs (during the preceding three years or the U.S. Holder's holding period, whichever is shorter). Generally, under this excess distributions regime:

- the gain or excess distribution will be allocated ratably over the period during which the U.S. Holder held its ADSs;
- · the amount allocated to the current taxable year will be treated as ordinary income; and
- the amount allocated to prior taxable years will be subject to the highest tax rate in effect for that taxable year and the interest charge generally applicable to underpayments of tax will be imposed on the resulting tax attributable to each such year.

In lieu of being subject to the special tax rules discussed above with regard to its Class A ADSs, a U.S. Holder may make a mark-to-market election with respect to its ADSs and with respect to its Class C ADSs if treated as stock. A U.S. Holder may make a mark-to-market election if such shares are treated as "marketable stock." A mark-to-market election is not available with respect to the Class C ADSs if they are regularly traded on a national securities exchange that is registered with the SEC, including Nasdaq, or on a qualified non-U.S. exchange or other market (within the meaning of the applicable Treasury regularions). Although the ADSs are expected to be listed on Nasdaq, no assurance can be given that the ADSs will be "regularly traded" for purposes of the mark-to-market election. If any such mark-to-mark election is not intend to provide information necessary for U.S. Holders to make a "qualified electing fund" election which, if available, would result in tax treatment different from the general tax treatment for PFICs described above.

If the Company is classified as a PFIC for any taxable year, a U.S. Holder of ADSs will be required to file an annual report on IRS Form 8621. Failure to file IRS Form 8621 for each applicable taxable year may result in substantial penalties and result in the U.S. Holder's taxable years being open to audit by the IRS until such Forms are properly filed.

U.S. Holders are urged to consult their tax advisors concerning the U.S. federal income tax consequences of holding ADSs in the event that the Company is considered a PFIC in any taxable year.

Additional Reporting Requirements

U.S. Holders who are individuals and certain entities will be required to report information with respect to such U.S. Holder's investment in "specified foreign financial assets" on IRS Form 8938 (Statement of Specified Foreign Financial Assets), subject to certain exceptions (including an exception for ADSs held in accounts maintained at certain financial institutions). An interest in ADSs constitutes a specified foreign financial asset for these purposes. Persons who are required to report specified foreign financial assets and fail to do so may be subject to subject to substantial penalties and the period of limitations on assessment and collection of X. Secteral income taxes will be extended in the event of a failure to comply. U.S. Holders are urged to consult their tax advisors regarding the foreign financial asset and other reporting obligations and their application to the ownership and disposition of ADSs.

Information Reporting and Backup Withholding

Payments of dividends and sales proceeds that are made within the United States or through certain U.S.-related financial intermediaries are subject to information reporting and may be subject to backup withholding. Backup withholding generally will not apply, however, to a U.S. Holder if (i) the U.S. Holder is a corporation or other exempt recipient or (ii) in the case of backup withholding, the U.S. Holder provides a correct taxpayer identification number and certifies that it is not subject to backup withholding.

Backup withholding is not an additional tax. The amount of any backup withholding from a payment to a U.S. Holder will be allowed as a credit against such U.S. Holder's U.S. federal income tax liability and a holder may obtain a refund of any excess amounts withheld under the backup withholding rules by timely filing the appropriate claim for a refund with the IRS and furnishing any required information.

Material United Kingdom Tax Considerations

The following is intended as a general guide to current United Kingdom tax law and HMRC published practice applying as at the date of this Report (both of which are subject to change at any time, possibly with retrospective effect) relating to (i) the United Kingdom withholding tax implications of dividends paid by the Company in respect of Class A Shares and Class C-1 Shares and (ii) the United Kingdom stamp duty and SDRT implications of transfers of, and agreements to transfer, AD securities. It does not constitute legal or tax advice and does not purport to be an analysis of any other United Kingdom tax considerations relating to the acquisition, holding or disposing of AD securities or any other shares or securities that may be issued by the Company from time to time.

THESE PARAGRAPHS ARE A SUMMARY OF MATERIAL UNITED KINGDOM TAX CONSIDERATIONS AND ARE INTENDED AS A GENERAL GUIDE ONLY. IT IS RECOMMENDED THAT ALL HOLDERS OF AD SECURITIES OBTAIN ADVICE AS TO THE CONSEQUENCES OF THE ACQUISITION, OWNERSHIP AND DISPOSAL OF THE AD SECURITIES IN THEIR OWN SPECIFIC CIRCUMSTANCES FROM THEIR OWN TAX ADVISORS.

Dividend Withholding Tax

Dividends paid by the Company in respect of Class A Shares and Class C-1 Shares should not be subject to any withholding or deduction for or on account of United Kingdom income tax.

Stamp Duty and Stamp Duty Reserve Tax—Transfers of AD securities

The statement in this section assumes that the AD securities are held at all relevant times through the clearance service facilities of DTC and that all transfers of the AD securities take place in paperless form without the creation of any written instrument of transfer. This section does not consider the implications of transfers of, or agreements to transfer, any Company securities held in certificated form No SDRT should be required to be paid on a paperless transfer of AD securities through the clearance service facilities of DTC, provided that DTC has not made an election under section 97A of the United Kingdom Finance Act 1986, and such AD securities are held through DTC at the time of any agreement for their transfer.

F. Dividends and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

We are subject to certain of the informational filing requirements of the Exchange Act. Since we are a "foreign private issuer," we are exempt from the rules and regulations under the Exchange Act prescribing the furnishing and content of proxy statements, and our officers, directors and principal shareholders are exempt from the reporting and "short-swing" profit recovery provisions contained in Section 16 of the Exchange Act, with respect to their purchase and sale of our shares. In addition, we are not required to file exchange Act their space we are required to file with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act. However, we are required to file with the SEC an Annual Report on Form 20-F containing financial statements audited by an independent accounting firm. We also may, but are not required to, furnish to the SEC, on Form 6-K, unaudited financial information after each of our first three fiscal quarters. The SEC also maintains a website at http://www.sec.gov that contains reports and other information that we file with or furnish electronically with the SEC. You may read and copy any report or document we file, including the exhibits, at the SEC's public reference room located at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room.

I. Subsidiary Information

Not applicable.

J. Annual Report to Security Holders

The Company intends to furnish to the SEC with a Form 6-K its UK annual report along with the convening notice and proxy forms when such materials are distributed to its shareholders in advance of the Company's annual general meeting

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

See the information contained in this Report under Item 5.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

A. Debt Securities.

Not applicable

B. Warrants and Rights.

Not applicable.

C. Other Securities

Not applicable

D. American Depositary Shares.

For a description the Company's ADSs, see Exhibit 2.11 (Description of Securities) of this Report.

Fees and Charges

As an ADS holder, you will be required to pay the following fees under the terms of the applicable deposit agreement:

Service

Fees

issuance o ratio or co	than the initial deposit in connection with the Business Combination, issuance of ADSs (e.g., an f ADS upon a deposit of Class A Shares or Class C Shares, upon a change in the ADS(s)-to-Share inversion of Class C Shares/ Class C ADSs or for any other reason), excluding ADS issuances as a istributions of Class A Shares or Class C Shares	Up to US\$0.05 per ADS issued	
	llation of ADSs (e.g., a cancellation of ADSs for delivery of deposited property, upon a change in)-to-Share ratio, or for any other reason)	Up to US\$0.05 per ADS cancelled	
 Distrib 	ution of cash dividends or other cash distributions (e.g., upon a sale of rights and other entitlements)	Up to US\$0.05 per ADS held	
	bution of ADSs pursuant to (i) stock dividends or other free stock distributions, or (ii) exercise of urchase additional ADSs	Up to US\$0.05 per ADS held	
 Distrib 	ution of securities other than ADSs or rights to purchase additional ADSs (e.g., upon a spin-off)	Up to US\$0.05 per ADS held	
ADS S	ervices	Up to US\$0.05 per ADS held on the applicable record date(s) established by the Depositary	
 Regist upon a tra 	tration of ADS transfers (e.g., upon a registration of the transfer of registered ownership of ADSs, nsfer of ADSs into DTC and vice versa, or for any other reason)	Up to US\$0.05 per ADS (or fraction thereof) transferred	
ADSs for	rsion of ADSs of one series for ADSs of another series (e.g., upon conversion of Partial Entitlement Full Entitlement ADSs, upon conversion of Class C ADSs into Class A ADSs, or upon conversion ted ADSs (each as defined in the applicable deposit agreement) into freely transferable ADSs, ersa).	Up to US\$0.05 per ADS (or fraction thereof) converted	
As an ADS ho	lder, you will also be responsible to pay certain charges such as:		
• ta:	 taxes (including applicable interest and penalties) and other governmental charges (including any applicable stamp duty or SDRT); 		
	 the registration fees as may from time to time be in effect for the registration of Shares on the share register and applicable to transfers of Shares to or from the name of the custodian, the Depositary or any nominees upon the making of deposits and withdrawals, respectively; 		
• ce	certain cable, telex and facsimile transmission and delivery expenses;		
• th	• the fees, expenses, spreads, taxes and other charges of the Depositary and/or service providers (which may be a division, branch or affiliate of the Depositary) in the conversion of foreign currency;		

- the reasonable and customary out-of-pocket expenses incurred by the Depositary in connection with compliance with exchange control regulations and other regulatory requirements applicable to Shares, ADSs and ADRs; · the fees, charges, costs and expenses incurred by the Depositary, the custodian, or any nominee in connection with the ADR program; and
- the amounts payable to the Depositary by any party to the applicable deposit agreement pursuant to any ancillary agreement to the applicable deposit agreement in respect of the ADR program, the ADRs.

ADS fees and charges for (i) the issuance of ADS, and (ii) the cancellation of ADSs are charged to the person for whom the ADSs are issued (in the case of ADS issuances) and to the person for whom ADSs are cancelled (in the case of ADS issuances). In the case of ADS issuances of the DTC participant(s) holding the ADS issuance and cancellation fees and charges may be deducted from distributions made through DTC, and may be charged to the DTC participant(s) needing accelled, as the case may be, on behalf of the beneficial owner(s) in accordance with the procedures and practices of the DTC participant(s) to the applicable ADS record date. In the case of distributions of cash, the amount of the applicable ADS fees and charges is deducted from the funds being distributed. In the case of (i) distributions other than cash and (ii) the ADS service fee, holders as of the ADS fees and charges and such ADS fees and charges may be deducted from

distributions made to holders of ADSs. For ADSs held through DTC, the ADS fees and charges for distributions other than cash and the ADS service fee may be deducted from distributions made through DTC, and may be charged to the DTC participants in accordance with the procedures and practices prescribed by DTC and the DTC participants in turn charge the amount of such ADS fees and charges to the beneficial owners for whom they hold ADSs. In the case of (i) registration of ADS transfers, the ADS transfer fee will be payable by the ADS holder whose ADSs are being transferred or by the person to whom the converted ADSs are delivered.

In the event of refusal to pay the Depositary fees, the Depositary may, under the terms of the deposit agreement, refuse the requested service until payment is received or may set off the amount of the Depositary fees from any distribution to be made to the ADS holder. Note that the fees and charges you may be required to pay may vary over time and may be changed by the Company and by the Depositary. You will receive prior notice of such changes.

Fees and Other Payments Made by the Depositary to Us

The Depositary may reimburse the Company for certain expenses incurred by the Company in respect of the ADR program, by making available a portion of the ADS fees charged in respect of the ADR program or otherwise, upon such terms and conditions as the Company and the Depositary agree from time to time. The Depositary also has agreed to pay certain legal expenses on behalf of the Company.

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINOUENCIES

Not applicable

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

Not applicable

ITEM 15. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

Polestar management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended, or the Exchange Act) as of December 31, 2023. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were not effective as of December 31, 2023, due to the existence of material weaknesses in the Company's internal control over financial reporting described below.

Remediation of Prior Material Weakness

The material weakness disclosed in the annual report on Form 20-F for the year ended December 31, 2022, related to, "a lack of appropriate processes and controls to properly recognize intangible assets at period end in accordance with service agreements for upcoming car models" was remediated during 2023 by designing and implementing internal controls to address the completeness and accuracy of service agreements and the recording of intangible assets in accordance with services agreements for upcoming car models in the correct period.

Management's Annual Report on Internal Control over Financial Reporting

Polestar management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act). Management assessed the effectiveness of its internal control over financial reporting as of December 31, 2023. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") in Internal Control—Integrated Framework (2013). Based on this assessment, management has concluded that its internal control over financial reporting was not effective as of December 31, 2023, due to the material weaknesses described below. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of annual or interim financial statements will not be prevented or detected on a timely basis.

Material Weaknesses Identified

The Company did not maintain controls to execute the criteria established in the COSO Framework for the following components of internal control: (i) control environment, (ii) control activities, (iii) information and communication, and (iv) monitoring.

Each of the deficiencies identified below constitute material weaknesses, either individually or in the aggregate.

Control Environmen

The Company did not design and implement an effective control environment based on the criteria established in the COSO Framework and identified the following material weakness:

The finance function does not have fully formalized processes nor throughout the organization sufficient number of personnel within finance and operations with the appropriate accounting and SEC regulatory reporting expertise to perform appropriate and timely reviews of financial reporting matters, the financial statements and disclosure, key controls, and work performed by external advisors related to financial reporting and technical accounting.

This control environment material weakness contributed to the other material weaknesses identified below.

Control Activities

The Company did not design and implement effective control activities based on the criteria established in the COSO Framework. The associated deficiencies resulted in the following material weaknesses, relating to a lack of effectively designed and implemented controls over:

- (i) Segregating the function of recording and approving journal entries and the preparation and review of account reconciliations, and (ii) validating the completeness and accuracy of data used in the controls over reviewing journal entries.
- Recognition of vehicle revenue in accordance with IFRS 15 in regard to (i) fleet customers, private individuals, dealers' and importers' sales of vehicles' revenue streams over the completeness and accuracy of data used in the controls, and (ii) fleet customers and private individuals sales of vehicles' revenue streams over the precision of review in management review controls. Further, there were insufficient controls over the completeness and accuracy of data used in the calculations of deferred revenue associated with sales of vehicles. In addition, the Company's controls related to appropriately identifying and valuing the performance obligations to defer revenue related to sales of vehicles were not operating with the right precision.

- · The existence, completeness, and valuation of inventory, including the net realizable value assessment.
- The completeness and accuracy of the data used in the existence, completeness and classification of current versus non-current liability to repurchase vehicles sold under its sales of vehicles with repurchase obligations arrangements.
- Consideration of multiple cash generating units and changes in certain macroeconomics, industry, and market conditions related to the impairment test of intangible assets. Further, there were insufficient review controls
 over the completeness and accuracy of the data used in the impairment test.
- The completeness and accuracy of accrued expenses and accounts payable as well as the precision in the review of certain accrued expenses.
- The completeness and accuracy of related party data used in the controls and the precision of review in management review controls over related party transactions.
- · The completeness and accuracy of the input data of debt transactions and the precision of review of debt transactions
- The review and approval of salary changes within the human resource system and the reconciliation of these changes to the salary system which is used in controls over salaries and bonuses in Europe.
- The application of technical accounting and the review of the accounting for complex and non-routine transactions.

Information and Communication

The Company did not design and implement effective information and communication controls based on the criteria established in the COSO Framework and identified the following material weakness:

Ineffective IT general controls were identified in the SOC 1 report obtained from an external service organization related to the systems used in: (i) warranty provisions, (ii) dealers' and importers' sales of vehicles' revenue streams, and (iii) inventory and ineffective IT general controls related to homegrown systems used in fleet customers and private individuals sales of vehicles' revenue streams resulting in calculations that cannot be relied upon to support the proper functioning of internal controls related to those accounts.

Monitoring

The Company did not design and implement effective monitoring controls based on the criteria established in the COSO Framework and identified the following material weakness:

The Company did not perform sufficient ongoing evaluations to ascertain whether the components of internal control were present and functioning, and as a result, the inability to communicate all relevant internal control deficiencies in a timely manner to those parties responsible for taking corrective action. This contributed to some of the material weaknesses described above.

As a result of the material weaknesses above, material errors arose that have been corrected in the financial statements. If we fail to adequately remediate these material weaknesses, they could result in additional material misstatements that may not be prevented or detected.

Ongoing Remediation Activities

Management's ongoing remediation efforts related to the above identified material weaknesses include, (but are not limited to):

- continuing to design, implement, document and test internal controls over financial reporting, to operate at a sufficient level of precision and frequency, evidencing the performance of the control;
- retaining and hiring additional accounting and finance resources with appropriate technical accounting and reporting experience to execute timely key controls related to various financial reporting processes and allow
 proper segregation of duties;
- enhancing existing policies and procedures and developing new policies and procedures to assist the finance organization in recording transactions appropriately and continuing to train accounting and finance resources on the requirements of the precision of the review and documentation of completeness and accuracy of the data used in the control with a focus on repurchase liability, accrued expenses, accounts payable, intangible assets, inventories, sales of vehicles, deferred revenue, journal entries, debt and related party transactions;
- developing existing systems, designing new controls and training control performers to address control deficiencies related to primarily sales of vehicles, inventories and salaries to address the completeness and accuracy
 of information used in downstream controls;
- · strengthening the process to identify related parties to ensure complete and accurate disclosures; and
- collaborating with the external service provider organization to address IT general control deficiencies related to warranty provision, sales of vehicles and inventory systems in order to ensure the completeness and accuracy of information used in downstream warranty provision, sales of vehicles and inventory controls..

The Company is continuously and actively engaging in efforts towards remediating its existing material weaknesses. While we believe that these efforts will improve our internal control over financial reporting, the implementation of these measures is ongoing and will require validation and testing of the design and operating effectiveness of internal controls over a sustained period of financial reporting cycles. Due to this ongoing testing, we cannot provide assurance that the measures we have taken to date, and are continuing to implement, will be sufficient to remediate the material weaknesses we have identified or that we will avoid potential future material weaknesses. If the steps we take do not remediate the material weaknesses in a timely manner, we will be unable to maintain effective

internal control over financial reporting. Accordingly, there may be a reasonable possibility that a material misstatement of our financial statements would not be prevented or detected on a timely basis.

For more information on risks related to material weaknesses in Polestar's internal control over financial controls, see Item 3.D "Risk Factors"

Limitations on Effectiveness of Disclosure Controls & Procedures and Internal Controls over Financial Reporting

Our disclosure controls and procedures are designed to provide reasonable assurance of achieving their objectives, as specified above. Our management recognizes that any control system, no matter how well designed and operated, is based upon certain judgments and assumptions, and cannot provide absolute assurance that its objectives will be met.

Attestation Report of the Registered Public Accounting Firm

The effectiveness of our internal control over financial reporting as of December 31, 2023, has been audited by Deloitte AB, an independent registered public accounting firm. Deloitte AB has issued an adverse opinion on the Company's effectiveness of our internal control over financial reporting as stated in their report which is included below.

Report of Independent Registered Public Accounting Firm

To the shareholders and the Board of Directors of Polestar Automotive Holding UK PLC:

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Polestar Automotive Holding UK PLC (the "Company") as of December 31, 2023, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, because of the effect of the material weaknesses identified below on the achievement of the objectives of the control criteria, the Company has not maintained effective internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control — Integrated Framework (2013) issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2023, of the Company and our report dated August 14, 2024, expressed an unqualified opinion on those financial statements and included an explanatory paragraph concerning matters that raise substantial doubt about the Company's ability to continue as a going concern.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Material Weaknesses

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. The following control deficiencies constitute material weaknesses, either individually or in the aggregate, and are included in management's assessment:

The Company did not design and implement an effective control environment based on the criteria established in the COSO Framework and identified the following material weakness:

The finance function does not have fully formalized processes nor throughout the organization sufficient number of personnel within finance and operations with the appropriate accounting and SEC regulatory reporting expertise to perform appropriate and timely reviews of financial reporting matters, the financial statements and disclosure, key controls, and work performed by external advisors related to financial reporting and technical accounting. This control environment material weakness contributed to the other material weaknesses identified below.

Control Activities

The Company did not design and implement effective control activities based on the criteria established in the COSO Framework. The associated deficiencies resulted in the following material weaknesses, relating to a lack of effectively designed and implemented controls over:

- (i) Segregating the function of recording and approving journal entries and the preparation and review of account reconciliations, and (ii) validating the completeness and accuracy of data used in the controls over reviewing journal entries.
- Recognition of vehicle revenue in accordance with IFRS 15 in regard to (i) fleet customers', private individuals', dealers' and importers' sales of vehicles' revenue streams over the completeness and accuracy of data used in the controls, and (ii) fleet customers' and private individuals' sales of vehicles' revenue streams over the precision of review in management review controls. Further, there were insufficient controls over the completeness and accuracy of data used in the calculations of deferred revenue associated with sales of vehicles. In addition, the Company's controls related to appropriately identifying and valuing the performance obligations to defer revenue related to sales of vehicles were not operating with the right precision.
- · The existence, completeness, and valuation of inventory, including the net realizable value assessment.
- The completeness and accuracy of the data used in the existence, completeness and classification of current versus non-current liability to repurchase vehicles sold under its sales of vehicles with repurchase obligations arrangements.
- Consideration of multiple cash generating units and changes in certain macroeconomics, industry, and market conditions related to the impairment test of intangible assets Further, there were insufficient review controls over the completeness and accuracy of the data used in the impairment test.
- The completeness and accuracy of accrued expenses and accounts payable as well as the precision in the review of certain accrued expenses.
- The completeness and accuracy of related party data used in the controls and the precision of review in management review controls over related party transactions.
- · The completeness and accuracy of the input data of debt transactions and the precision of review of debt transactions.
- · The review and approval of salary changes within the human resource system and the reconciliation of these changes to the salary system which is used in controls over salaries and bonuses in Europe.
- The application of technical accounting and the review of the accounting for complex and non-routine transactions.

Information and Communication

The Company did not design and implement effective information and communication controls based on the criteria established in the COSO Framework and identified the following material weakness:

Ineffective IT general controls were identified in the SOC 1 report obtained from an external service organization related to the systems used in: (i) warranty provisions, (ii) dealers' and importers' sales of vehicles' revenue streams, and (iii) inventory, and ineffective IT general controls related to homegrown systems used in fleet customers' and private individuals' sales of vehicles' revenue streams resulting in calculations that cannot be relied upon to support the proper functioning of internal controls related to those accounts.

Monitoring

The Company did not design and implement effective monitoring controls based on the criteria established in the COSO Framework and identified the following material weakness:

The Company did not perform sufficient ongoing evaluations to ascertain whether the components of internal control were present and functioning, and as a result, the inability to communicate all relevant internal control deficiencies in a timely manner to those parties responsible for taking corrective action. This contributed to some of the material weaknesses described above.

These material weaknesses were considered in determining the nature, timing, and extent of audit tests applied in our audit of the consolidated financial statements as of and for the year ended December 31, 2023, of the Company, and this report does not affect our report on such financial statements.

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/s/ Deloitte AB

Gothenburg, Sweden August 14, 2024

Changes in Internal Control over Financial Reporting

Except as noted above, there has been no change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during our most recent fiscal year that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Item 16. [Reserved]

Item 16A. Audit committee financial expert.

The Board has determined that Carla De Geyseleer is an "audit committee financial expert" as defined by SEC rules and has the requisite financial sophistication under the applicable rules and regulations of Nasdaq. Ms. De Geyseleer is independent within the meaning of the listing rules of Nasdaq. Information related to members of Polestar's audit committee is set forth under the Item 6C. "Directors, Senior Management and Employees—Board Practices—Audit Committee".

Item 16B. Code of Ethics

The Board has adopted a code of conduct that establishes the standards of ethical conduct applicable to all of the Company's directors, officers, employees, and, as applicable, consultants and contractors. The code addresses, among other things, competition and fair dealing, conflicts of interest, compliance with applicable governmental laws, rules and regulations, company assets, confidentiality requirements and the process for reporting violations of the code. Any waiver of the code with respect to any director or executive officer will be promptly disclosed and posted on the Company's website. Amendments to the code will be promptly disclosed and posted on the Company's website is not incorporated by reference into this Report, and you should not consider information contained on the Company's website to be part of this Report.

Item 16C. Principal Accountant Fees and Services

Deloitte AB served as Polestar's principal external auditor in 2023 and 2022. Deloitte AB's offices are located at Rehnsgatan 11, SE-113 79 Stockholm, Sweden and its PCAOB ID is 1126. The following table shows the aggregate fees billed or to be billed by Deloitte AB for the services indicated during the years ended December 31, 2023 and 2022:

	Fo	For the year ended December		
	2	2023 202		
		(\$ thousands)		
Audit fees		15,720	11,159	
Audit-related fees		268	412	
Tax fees		3	_	
All other fees		10	—	
Total	\$	16,001 \$	11,571	

"Audit fees" consists of the aggregate fees billed or to be billed for the audit of Polestar's annual consolidated financial statements and the statutory financial statements of certain subsidiaries. This includes interim review services that Deloitte AB provides related to regulatory filings with the SEC and the provision of comfort letters in connection with funding transactions. This includes Sarbanes-Oxley Act readiness and internal control review services.

"Audit-related fees" are the aggregate fees billed for assurance and related services that are reasonably related to the performance of the audit or review of Polestar's financial statements and are not reported under Audit fees."

"Tax fees" are the aggregate fees billed for tax advisory and compliance services.

"All other fees" are the aggregate fees billed for other professional services that are not related to the above categories. This includes advisory services related to marketing and advertising.

The Audit Committee has adopted a pre-approval policy that provides guidelines for audit, audit-related and other non-audit services that may be provided to Polestar. All of the fees in the table above were approved in accordance with this policy. The policy (a) identifies the guiding principles that must be considered by the Audit Committee in approving services to ensure that Deloitte AB's independence is not impaired; (b) describes the audit and audit-related services that may be provided and the non-audit services that are prohibited; and (c) sets forth pre-approval requirements for all permitted services. Under the policy, all services to be provided by Deloitte AB must be pre-approved by the Audit Committee has delegated authority to approve permitted services up to certain fee thresholds to the Audit Committee's Chair. Such approval must be reported to the entire Audit Committee at the next scheduled Audit Committee meeting. Once the Audit Committee or its Chair has approved the overall fees for certain audit, audit-related or non-audit services to be provided by Deloitte AB, the Polestar Chief Financial Officer may then authorize specific fees of Deloitte AB up to certain capped amounts depending on the type of service.

Item 16D. Exemptions from the Listing Standards for Audit Committees

Not applicable.

Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers

Not applicable.

Item 16F. Change in Registrant's Certifying Accountant

Not applicable.

Item 16G. Corporate Governance

Polestar is exempt from certain corporate governance requirements of Nasdaq's corporate governance requirements, Polestar has decided to voluntarily comply with these requirements, except for the requirement to have a compensation committee and a nominating and governance committee consisting entirely of independent directors.

Furthermore, Nasdaq rules also generally require each listed company to obtain shareholder approval prior to the issuance of securities in certain circumstances in connection with the acquisition of the stock or assets of another company, equity based compensation of officers, directors, employees or consultants, change of control and certain transactions other than a public offering. As a foreign private issuer, Polestar is exempt from these requirements and may, if not required by the laws of England and Wales, elect not to obtain shareholders' approval prior to any further issuance of its Class A ADSs or prior to adopting or materially revising equity compensation plans or share incentive plans.

Subject to requirements under the Polestar Articles and Shareholder Acknowledgment Agreement that the Board be comprised of a majority of independent directors for the three years following the Business Combination Closing, Polestar may in the future elect to avail itself of foreign private issuer exemptions or to follow home country practices with regard to other matters. As a result, its shareholders will not have the same protections afforded to shareholders of companies that are subject to all of Nasdaq's corporate governance requirements.

Further, by virtue of being a controlled company under Nasdaq listing rules, Polestar may elect not to comply with certain Nasdaq corporate governance requirements, including that:

- a majority of the board of directors consist of independent directors (however, pursuant to the Polestar Articles and Shareholder Acknowledgment Agreement, for the three years following the Business Combination Closing, the Board must be comprised of a majority of independent directors);
 - the compensation committee be composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities;
 - the nominating and governance committee be composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities; and
 - there be an annual performance evaluation of the compensation and nominating and governance committees.

Due to Polestar's status as a foreign private issuer, its directors and senior management are not subject to short-swing profit and insider trading reporting obligations under Section 16 of the Exchange Act. They are, however, be subject to the obligations to report changes in share ownership under Section 13 of the Exchange Act and related SEC rules.

Item 16H. Mine Safety Disclosure

Not applicable.

Item 161. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections Not applicable.

Item 16J. Insider Trading Policies

Not applicable.



Item 16K. Cybersecurity

Cybersecurity Risk Management

Due to the increasing regulatory requirements and importance of cybersecurity to our business, we have developed and maintain a cybersecurity risk management program, to identify, assess, and mitigate cybersecurity risks throughout our business. Our dedicated Information Security Team employs a two-pronged approach to identify and assess cybersecurity risks throughout our business. Our dedicated Information Security Team employs a two-pronged approach to identify and assess cybersecurity risks throughout one business. Our dedicated Information Security Team employs a two-pronged approach to identify and assess cybersecurity risks throughout one business. Dur dedicated Information Security Team employs a two-pronged approach to identify and assess cybersecurity risks throughout one business. The European Union Agency for Cybersecurity (ENISA), and regularly reviewing Polestar's cybersecurity risks and threats based on Polestars business profile and strategy.

As a part of our overall enterprise risk management, Polestar management and the board of directors regularly engage in the cybersecurity risk management process which is scoped to include the company's daily operations, along with Volvo Cars' IT systems and any third-party service providers with access to sensitive and/or proprietary information. We then take that information and prioritize cybersecurity risks for mitigation. Additionally, we consider cybersecurity risks when assessing third-party vendors. We include security requirements in many of our contractual arrangements with third-party vendors. We also conduct periodic reviews of security compliance reports of certain of our critical vendors.

Our Information Security Team retains cybersecurity industry experts as consultants to provide general risk management support. Additionally, our Information Security Team contracts with a third-party security operations center ("SOC") to provide continuous 24/7 monitoring of Polestar's network and digital assets for cybersecurity threats. The SOC follows agreed upon procedures to monitor, address, and escalate cybersecurity incidents that may arise. To safeguard personal data or confidential or proprietary data that the SOC can access, we created information security policies and procedures based on a strategic security-policy, topical information security directives and operational guidelines for employees and third-party providers.

During the last fiscal year, we have not experienced any material cybersecurity incidents. We have not identified risks from known cybersecurity threats, including as a result of any prior cybersecurity incidents, that have materially affected us, including our operations, business strategy, results of operations, or financial condition. We cannot assure that our cybersecurity risk management system and measures, including our policies, directives or operational guidelines, will be fully implemented, complied with, or effective in protecting our systems and information.

Given the current general high threat level of cyber security threats and challenges in the automotive marketplace and Polestar's reliance on its and Volvo Cars' IT systems and third-party vendors, Polestar faces risks from cybersecurity threats that, if realized, are reasonably likely to materially affect us, including our operations, business strategy, results of operations, and financial condition. For a full discussion of cybersecurity risks, please see our Risk Factors in Item 3.D.

Cybersecurity Governance

Board Oversight

At the board level, cybersecurity risk management has been delegated to the Audit Committee (the "Committee"), which oversees the Company's risk management function. The Chief Information Security Officer ("CISO") reports to the Committee at least twice a year through the Company's enterprise risk management process to provide updates on the company's cybersecurity risks, cybersecurity risk management, cyber incident response and developments within the Information Security Team.

Management Role

Our CISO has the primary responsibility for the Company's overall cybersecurity risk management and oversees the Information Security Team, SOC, and third-party cybersecurity consultants and works with our product specific information security team. Our CISO is an experienced information security and IT professional with significant cybersecurity management experience and several certifications. Previous roles include Chief Security Officer for multinational conglomerate including responsibility for information security, and a leadership role for academic institution that included responsibility for information security. As a part of their duties, members of management regularly work to address the cybersecurity risks that Polestar faces in its daily operation and actively work to prevent and remediate cybersecurity risks and incidents by remaining apparate of active cybersecurity risks and incidents by remaining apparated of active cybersecurity risks and incidents by remaining apparate including the cybersecurity risks and our product specific information security team. Additionally, the CISO informs members of management regarding the evolution of the cybersecurity function.

The SOC and Information Security Team escalate cybersecurity events to the CISO and members of senior management and the Committee according to the severity of the cybersecurity incident. For more serious incidents, the CISO will trigger the crisis management plan, which convenes the Crisis Management Team. The CISO will also inform the Enterprise Management Team to provide them with details about the cybersecurity incident and the plan to mitigate risks.

PART III

ITEM 17. FINANCIAL STATEMENTS

We have elected to provide financial statements pursuant to Item 18.

ITEM 18. FINANCIAL STATEMENTS

Polestar's audited consolidated financial statements are included in this Report beginning at page F-1.

EXHIBIT INDEX

			Incorporated by	Reference
Exhibit No.	Description	Schedule Form	Exhibit	Filing Date
1.1	Articles of Association of Polestar Automotive Holding UK PLC, as currently in effect.	8-K**	4.1, Exhibit A	June 27, 2022
2.1	ADS Deposit Agreement—Class A ADSs.	F-6EF	(a)	August 26, 2022
2.2	Form of Class A American Depositary Receipt.	F-4/A	4.2	May 23, 2022
2.3	ADS Deposit Agreement—Class C-1 ADSs.	8-K**	4.1, Exhibit B	June 27, 2022
2.4	Form of Class C-1 American Depositary Receipt.	F-4/A	4.4	May 23, 2022
2.5	ADS Deposit Agreement—Class C-2 ADSs.	8-K**	4.1, Exhibit B	June 27, 2022
2.6	Form of Class C-2 American Depositary Receipt.	F-4/A	4.6	May 23, 2022
2.7	Warrant Agreement, dated March 22, 2021, by and between Gores Guggenheim, Inc., Computershare Inc. and Computershare Trust Company, N.A. (incorporated by reference to Annex C-1 to the proxy statement/prospectus used in connection with the Business Combination).	F-4/A	4.9	May 23, 2022
2.8	Amendment to Warrant Agreement, dated April 7, 2022, by and between Gores Guggenheim, Inc., Computershare Inc. and Computershare Trust Company, N.A. (incorporated by reference to Annex C-2 to the proxy statement/prospectus used in connection with the Business Combination).	F-4/A	4.10	May 23, 2022
2.9	Specimen Warrant Certificate (included as Exhibit A to Annex C-1 to the proxy statement/prospectus) (incorporated by reference to Annex C-1 to the proxy statement/prospectus used in connection with the Business Combination).	F-4/A	4.11	May 23, 2022
2.10	Class C Warrant Amendment, dated June 23, 2022, by and between Gores Guggenheim, Inc., Computershare Inc. and Computershare Trust Company, N.A.	8-K**	4.1	June 27, 2022
2 11*	Description of Securities			

2.11* <u>Description of Securities.</u>

4.1##	Business Combination Agreement, dated as of September 27, 2021, by and among Gores Guggenheim, Inc., Polestar Automotive Holding Limited, Polestar Automotive (Singapore) Pite, Ltd., Polestar Holding AB, Inc., Polestar Automotive Holding UK Limited and PAH UK Merger Sub Inc. (incorporated by reference to Annex A-1 to the proxy statement/prospectus used in connection with the Business Combination).	F-4/A	2.1	May 23, 2022
4.2##	Amendment No. 1 to the Business Combination Agreement, dated as of December 17, 2021, by and among Gores Guggenheim, Inc., Polestar Automotive Holding Limited, Polestar Automotive (Singapore) Pte, Ltd., Polestar Holding AB, Inc., Polestar Automotive Holding UK Limited and PAH UK Merger Sub Inc.	8-K**	2.1	December 17, 2021
4.3##	Amendment No. 2 to the Business Combination Agreement, dated as of March 24, 2022, by and among Gores Guggenheim, Inc., Polestar Automotive Holding Limited, Polestar Automotive (Singapore) Pte, Ltd., Polestar Holding AB, Inc., Polestar Automotive Holding UK Limited and PAH UK Merger Sub Inc.	8-K**	2.1	March 25, 2022
4.4	Amendment No. 3 to the Business Combination Agreement, dated as of April 21, 2022, by and among Gores Guggenheim, Inc., Polestar Automotive Holding Limited, Polestar Automotive (Singapore) Ptc. Ltd., Polestar Holding AB, Inc., Polestar Automotive Holding UK Limited and PAH UK Merger Sub Inc.	8-K**	2.1	April 21, 2022
4.5	Form of Subscription Agreement (incorporated by reference to Annex F to the proxy statement/prospectus used in connection with the Business Combination).	F-4/A	10.1	May 23, 2022
4.6	Registration Rights Agreement, dated as of September 27, 2021, by and among Polestar Automotive Holding UK Limited, Gores Guggenheim Sponsor LLC, Randall Bort, Elizabeth Marcellino and Nancy Tellem, Polestar Automotive Holding Limited and certain of its shareholders (incorporated by reference to Annex G-1 to the proxy statement/prospectus used in connection with the Business Combination).	F-4/A	10.4	May 23, 2022
4.7+	Form of Director & Officer Indemnity Agreement.	F-4/A	10.5	May 23, 2022
4.8+	Polestar Automotive Holding UK PLC 2022 Omnibus Incentive Plan.	S-8	99.1	August 29, 2022
4.9+	Polestar Automotive Holding UK PLC 2022 Employee Stock Purchase Plan.	S-8	99.2	August 29, 2022
4.10	Eramework Assignment and License Agreement, dated as of October 31, 2018, between Volvo Car Corporation and Polestar Performance AB.	F-4/A	10.8	May 23, 2022

4.11†	Car Model Assignment and License Agreement, dated as of October 31, 2018, between Volvo Car Corporation and Polestar Performance AB, as supplemented by the Side Letter, dated as of October 31, 2018, between Volvo Car Corporation, Polestar Performance AB and Polestar New Energy Vehicle Co. Ltd., as amended by the Amendment Agreement to the Car Model Assignment and License Agreement, dated as of May 5, 2021, between Volvo Car Corporation and Polestar Performance AB.	F-4/A	10.9	May 23, 2022
4.12†	Settlement Agreement, dated as of December 23, 2020, between Volvo Car Corporation and Polestar Performance AB.	F-4/A	10.10	May 23, 2022
4.13	Framework Assignment and License Agreement, dated as of October 31, 2018, between Volvo Car Corporation and Polestar New Energy Vehicle Co. Ltd.	F-4/A	10.11	May 23, 2022
4.14†	Car Model Assignment and License Agreement, dated as of October 31, 2018, between Volvo Car Corporation and Polestar New Energy Vehicle Co. Ltd. as supplemented by the Side Letter, dated as of October 31, 2018, between Volvo Car Corporation, Polestar Performance AB and Polestar New Energy Vehicle Co. Ltd., as supplemented by the Supplement to Car Model Assignment and License Agreement, dated as of September 23, 2019, between Volvo Car Corporation and Polestar New Energy. Vehicle Co. Ltd., as amended by the Amendment Agreement to the Car Model Assignment and License Agreement, dated as of September 23, 2019, between Volvo Car Corporation and Polestar New Energy. Vehicle Co. Ltd., as amended by the Amendment Agreement to the Car Model Assignment and License Agreement, dated as of June 2020, between Volvo Car Corporation and Polestar New Energy. Vehicle Co. Ltd., as amended by the Novation Agreement, dated as of December 8, 2020, by and among Polestar New Energy. Vehicle Co., Ltd., Polestar Automotive China Distribution Co., Ltd. and Volvo Car Corporation.	F-4/A	10.12	May 23, 2022
4.15†	Settlement Agreement, dated as of December 23, 2020, between Volvo Car Corporation and Polestar New Energy Vehicle Co., Ltd.	F-4/A	10.13	May 23, 2022
4.16†	PHEV IP Sub-License Agreement, dated as of September 4, 2018, between Volvo Car Corporation and Polestar Performance AB.	F-4/A	10.14	May 23, 2022
4.17†	PHEV IP Sub-License Agreement, dated as of September 7, 2018, between Volvo Car Corporation and Polestar New Energy Vehicle Co. Ltd. as amended by the Novation Agreement, dated as of December 8, 2020, by and among Polestar New Energy Vehicle Co., Ltd., Polestar Automotive China Distribution Co., Ltd. and Volvo Car Corporation.	F-4/A	10.15	May 23, 2022
4.18†	Change Management Agreement, dated as of June 12, 2020, between Volvo Car Corporation and Polestar Performance AB.	F-4/A	10.16	May 23, 2022
4.19†	Service Agreement, dated as of October 31, 2018, between Volvo Car Corporation and Polestar New Energy Vehicle Co. Ltd., as amended by the Novation Agreement, dated as of December 8, 2020, by and among Polestar New Energy Vehicle Co., Ltd., Polestar Automotive China Distribution Co., Ltd. and Volvo Car Corporation.	F-4/A	10.17	May 23, 2022

4.20†	Service Agreement, dated as of November 17, 2020, between Volvo Cars Technology (Shanghai) Co., Ltd. and Polestar New Energy Vehicle Co., Ltd.	F-4/A	10.18	May 23, 2022
4.21†	Service Agreement, dated as of November 13, 2020, between Volvo Car Corporation and Polestar New Energy Vehicle Co., Ltd.	F-4/A	10.19	May 23, 2022
4.22†	Service Agreement, dated as of October 31, 2018, between Volvo Car Corporation and Polestar New Energy Vehicle Co. Ltd., as amended by the Novation Agreement, dated as of December 8, 2020, by and among Polestar New Energy Vehicle Co., Ltd., Polestar Automotive China Distribution Co., Ltd., and Volvo Car Corporation.	F-4/A	10.20	May 23, 2022
4.23†	Service Agreement, dated as of December 21, 2018, between Daqing Volvo Car Manufacturing Co. Ltd. and Polestar New Energy Vehicle Co. Ltd., as amended by the Novation Agreement, dated as of December 8, 2020, by and among Polestar New Energy Vehicle Co., Ltd., Polestar Automotive China Distribution Co., Ltd. and Daqing Volvo Car Manufacturing Co. Ltd.	F-4/A	10.21	May 23, 2022
4.24†	Service Agreement, dated as of October 31, 2018, between Volvo Car Corporation and Polestar New Energy Vehicle Co. Ltd., as amended by the Novation Agreement, dated as of December 8, 2020, by and among Polestar New Energy Vehicle Co., Ltd., Polestar Automotive China Distribution Co., Ltd. and Volvo Car Corporation.	F-4/A	10.22	May 23, 2022
4.25†	Service Agreement, dated as of December 21, 2018, between Volvo Car (Asia Pacific) Investment Holding Co. Ltd. and Polestar New Energy Vehicle Co. Ltd., as amended by the Novation Agreement, dated as of December 8, 2020, by and among Polestar New Energy Vehicle Co., Ltd., Polestar Automotive China Distribution Co., Ltd and Volvo Car (Asia Pacific) Investment Holding Co. Ltd.	F-4/A	10.23	May 23, 2022
4.26†	Service Agreement, dated as of August 9, 2018, between Zhongjia Automobile Manufacturing (<u>Chengdu</u>) Co. Ltd. and Polestar New Energy Vehicle Co. Ltd., as amended by the Amendment Agreement to the Service Agreement, dated as of August 26, 2020, between Zhongjia Automobile Manufacturing (<u>Chengdu</u>) Co. Ltd. and Polestar New Energy Vehicle Co. Ltd., AB.	F-4/A	10.24	May 23, 2022
4.27†	Service Agreement, dated as of December 17, 2019, between Volvo Car Belgium NV, Ltd. and Polestar Performance AB, as amended by the Amendment to the Service Agreement, dated as of March 4, 2020, between Volvo Car Belgium NV, Ltd. and Polestar Performance AB.	F-4/A	10.25	May 23, 2022
4.28†	Component Supply Agreement, dated as of 2018, between Polestar New Energy Vehicle Co., Ltd. and Zhejiang Haoqing Automobile Manufacturing Co., Ltd. Chengdu Branch.	F-4/A	10.26	May 23, 2022
4.29†	General Distributor Agreement, effective as of January 1, 2020, between Zhejiang Haoqing Automobile Manufacturing Co., Ltd. Chengdu Branch and Polestar Automotive China Distribution Co., Ltd.	F-4/A	10.27	May 23, 2022

4.30†	License, License Assignment and Service Agreement, dated as of February 15, 2021, between Volvo Car Corporation and Polestar Performance AB,	F-4/A	10.28	May 23, 2022
4.31†	License and License Assignment Agreement, dated as of February 15, 2021, between Volvo Car Corporation and Polestar Automotive China Distribution Co. Ltd.	F-4/A	10.29	May 23, 2022
4.32†	Unique Vendor Tooling Agreement, dated as of December 23, 2021, by and among Polestar Automotive China Distribution Co., Ltd. and Ningbo Geely Automobile Research & Development Co., Ltd.	F-4/A	10.30	May 23, 2022
4.33†	Car Model Manufacturing Agreement, dated as of November 28, 2018, between First Automobile Branch of Zhejiang Haoqing Automobile Manufacturing Co., Ltd. and Polestar New Energy Vehicle Co. Ltd., as amended by the Novation Agreement, dated as of July 7, 2021, between Polestar New Energy Vehicle Co., Ltd., Polestar Automotive China Distribution (Taizhou) Co., Ltd. and First Automobile Branch of Zhejiang Haoqing Automobile Manufacturing Co., Ltd.	F-4/A	10.31	May 23, 2022
4.34†	Car Model Manufacturing Agreement, dated as of November 26, 2018, between Asia Euro Automobile Manufacturing (Taizhou) Co., Ltd. and Polestar Performance AB., as supplemented by the Supplement Car Manufacturing Agreement, dated as of May 2021, between Polestar Performance AB and Asia Euro Manufacturing (Taizhou) Co. Ltd., as amended by the Amendment Car Model Manufacturing Agreement, dated as of July 7, 2021, between Polestar Performance AB and Asia Euro Automobile Manufacturing (Taizhou) Co. Ltd.	F-4/A	10.32	May 23, 2022
4.35†	License, License Assignment and Service Agreement, dated as of June 30, 2019, between Volvo Car Corporation and Polestar Performance AB, as supplemented by Side Letter, dated as of June 30, 2019, between Volvo Car Corporation, Volvo Cars (China) Investment Co., Ltd., Polestar Performance AB and Polestar New Energy Vehicle Co. Ltd., as amended by the Amendment Agreement to the License, License Assignment and Service Agreement, dated as of December 19, 2019, between Volvo Car Corporation and Polestar Performance AB.	F-4/A	10.33	May 23, 2022
4.36†	License Agreement, dated as of June 30, 2019, between Volvo Car Corporation and Polestar New Energy Vehicle Co. Ltd., as supplemented by the Side Letter, dated as of June 30, 2019, between Polestar Performance AB, Polestar New Energy Vehicle Co., Ltd., Volvo Car Corporation and Volvo Cars (China) Investment Co. Ltd., as amended by the Novation Agreement, dated as of December 8, 2020, by and among Polestar New Energy Vehicle Co., Ltd., Polestar Automotive China Distribution <u>Co., Ltd.</u> , and Volvo Car Corporation,	F-4/A	10.34	May 23, 2022

4.37†	Service Agreement, dated as of June 30, 2019, between Volvo Car Corporation and Polestar New Energy, Vehicle Co. Ltd., as supplemented by Side Letter, dated as of June 30, 2019, between Volvo Car Corporation, Volvo Cars (China) Investment Co., Ltd., Polestar Performance AB and Polestar New Energy, Vehicle Co. Ltd., as amended by the Novation Agreement, dated as of December 8, 2020, by and among Polestar New Energy Vehicle Co., Ltd., Polestar Automotive China Distribution Co., Ltd., and Volvo Car Corporation.	F-4/A	10.35	May 23, 2022
4.38†	Service Agreement, dated as of June 30, 2019, between Volvo Cars (China) Investment Co., Ltd. and Polestar New Energy Vehicle Co. Ltd., as supplemented by Side Letter, dated as of June 30, 2019, between Volvo Car Corporation, Volvo Cars (China) Investment Co., Ltd., Polestar Performance AB and Polestar New Energy Vehicle Co. Ltd., as amended by the Amendment Agreement to the Service Agreement, dated as of November 28, 2019, between Volvo Cars (China) Investment Co. Ltd. and Polestar New Energy Vehicle Co., Ltd., as amended by the Novation Agreement, dated as of December 8, 2020, by and among Polestar New Energy Vehicle Co., Ltd., Polestar Automotive China Distribution Co., Ltd. and Volvo Cars (China) Investment Co., Ltd.	F-4/A	10.36	May 23, 2022
4.39†	Service Agreement, dated as of August 31, 2020, between Volvo Cars Technology (Shanghai) Co., Ltd. and Polestar Automotive China Distribution Co. Ltd.	F-4/A	10.37	May 23, 2022
4.40†	Service Agreement, dated as of September 1, 2020, between Volvo Car Corporation and Polestar Automotive China Distribution Co. Ltd.	F-4/A	10.38	May 23, 2022
4.41†	Financial Undertaking Agreement—Investments for Vehicle Assembly, dated as of February 27, 2020, between Zhongjia Automobile Manufacturing (Chengdu) Co., Ltd. and Polestar Automotive China Distribution Co., Ltd.	F-4/A	10.39	May 23, 2022
4.42†	Service Agreement, dated as of February 2021, between Zhongjia Automobile Manufacturing (Chengdu) Co., Ltd. and Polestar Automotive China Distribution Co. Ltd.	F-4/A	10.40	May 23, 2022
4.43†	Service Agreement, dated as of April 28, 2021, between Volvo Car Corporation and Polestar Automotive China Distribution Co. Ltd.	F-4/A	10.41	May 23, 2022
4.44†	License Agreement, dated as of December 23, 2020, between Polestar Performance AB and Volvo Car Corporation,	F-4/A	10.42	May 23, 2022
4.45†	Performance Software Agreement, dated as of January 1, 2020, by and between Volvo Car Corporation and Polestar Performance AB.	F-4/A	10.43	May 23, 2022
4.46†	Financial Undertaking Agreement—Investments for Vehicle Assembly, dated as of March 17, 2021, between Volvo Car Corporation and Polestar Performance AB.	F-4/A	10.44	May 23, 2022

Financial Undertaking Agreement—Investments for Vehicle Assembly, dated as of March between Volvo Car Corporation and Polestar Performance AB,	<u>23, 2021</u> , F-4/A	10.45	May 23, 2022
Service Agreement, dated as of March 24, 2020, between Volvo Car Corporation and Pole; Performance AB.	star F-4/A	10.46	May 23, 2022
Service Agreement, dated as of November 27, 2020, between Volvo Car Corporation and F Performance AB.	Polestar F-4/A	10.47	May 23, 2022
Service Agreement, dated as of January 18, 2021, between Ningbo Geely Automobile Rese Development Co., Ltd. and Polestar Performance AB.	earch & F-4/A	10.48	May 23, 2022
Service Agreement, dated as of January 28, 2020, between Volvo Car Corporation and Pol- Performance AB.	estar F-4/A	10.49	May 23, 2022
Service Agreement, dated as of September 4, 2020, between Volvo Car Corporation and Poperformance AB.	olestar F-4/A	10.50	May 23, 2022
Service Agreement, dated as of September 4, 2020, between Polestar Performance AB and Göteborg AB.	<u>I Volvo Bil i</u> F-4/A	10.52	May 23, 2022
License Agreement, dated as of December 6, 2020, between Volvo Car Corporation and Performance AB, as amended by the Amendment Agreement, dated as of June 30, 2021, b Car Corporation and Polestar Performance AB.		10.53	May 23, 2022
Service Agreement, dated as of December 6, 2020, between Volvo Car Corporation and Poperformance AB.	blestar F-4/A	10.54	May 23, 2022
Service Agreement, dated as of March 24, 2020, between Volvo Car Corporation and Pole: Performance AB.	star F-4/A	10.55	May 23, 2022
Service Agreement, dated as of January 19, 2021, between Volvo Car UK Limited and Pol- Performance AB.	estar F-4/A	10.56	May 23, 2022
European CO2 Emission Credits 2020 Payment Agreement, dated as of November 27, 202 Volvo Car Corporation and Polestar Performance AB.	20, between F-4/A	10.57	May 23, 2022
Parts Supply and License Agreement Polestar Aftermarket Parts and Accessories (CHINA November 22, 2021, between Polestar Automotive China Distribution Co., Ltd and Volvo Distribution (Shanghai) Co., Ltd.		10.58	May 23, 2022
Service Agreement, dated as of June 23, 2021, between Volvo Car Corporation and Polesta China Distribution, Ltd.	ar Automotive F-4/A	10.59	May 23, 2022
Service Agreement, dated as of December 7, 2021, between Volvo Cars Technology (Shan	ghai) Co., F-4/A	10.60	May 23, 2022

4.62†	Service Agreement, effective as of July 1, 2021, between Volvo Car Corporation and Polestar Automotive China Distribution, Ltd.	F-4/A	10.61	May 23, 2022
4.63†	Service Agreement, dated as of December 7, 2021, between Volvo Cars Technology (Shanghai) Co., Ltd. and Polestar Automotive China Distribution Co., Ltd.	F-4/A	10.62	May 23, 2022
4.64†	Service Agreement, dated as of June 23, 2021, between Volvo Car Corporation and Polestar New Energy Vehicle Co. Ltd.	F-4/A	10.63	May 23, 2022
4.65†	Service Agreement, dated as of December 7, 2021, between Volvo Cars Technology (Shanghai) Co., Ltd. and Polestar Automotive China Distribution Co., Ltd.	F-4/A	10.64	May 23, 2022
4.66†	Technology License Agreement, dated as of December 30, 2021, between Zhejiang Zeekr Automobile Research and Development Co., Ltd. and Polestar Performance AB.	F-4/A	10.65	May 23, 2022
4.67†	Service Agreement, dated as of December 28, 2021, between Ningbo Geely Automobile Research & Development Co., Ltd and Polestar Performance AB.	F-4/A	10.66	May 23, 2022
4.68†	Tooling and Equipment Agreement, dated as of December 10, 2021, by and among Polestar Automotive China Distribution Co., Ltd. and Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd.	F-4/A	10.67	May 23, 2022
4.69†	Technology License Agreement, effective as of March 4, 2022, between Zhejiang Liankong Technologies Co., Ltd and Polestar Automotive Distribution China Co., Ltd.	F-4/A	10.68	May 23, 2022
4.70†	Technology License Agreement, dated as of December 10, 2021, between Zhejiang Zeekr Automobile Research and Development Co., Ltd and Polestar Automotive Distribution China Co., Ltd.	F-4/A	10.69	May 23, 2022
4.71†	Technology License Agreement, effective as of March 4, 2022, between Zhejiang Liankong Technologies Co., Ltd and Polestar Performance AB.	F-4/A	10.70	May 23, 2022
4.72+†	Employment Agreement, effective as of July 1, 2017, by and between Polestar Performance AB and Thomas Ingenlath,	F-4/A	10.71	May 23, 2022
4.73+†	Employment Agreement, dated as of September 17, 2021, by and between Polestar Performance AB and Johan Malmovist.	F-4/A	10.72	May 23, 2022
4.74+†	Employment Agreement, dated as of July 13, 2020, by and between Polestar Performance AB and Dennis Nobelius.	F-4/A	10.73	May 23, 2022

4.75	Registration Rights Agreement Amendment No. 1, dated December 17, 2021, by and among Polestar Automotive Holding UK Limited, Gores Guggenheim Sponsor LLC, Randall Bort, Elizabeth Marcellino and Nancy Tellem, Polestar Automotive Holding Limited and certain of its shareholders (incorporated by reference to Annex G-2 to the proxy statement/prospectus used in connection with the Business Combination).	F-4/A	10.74	December 17, 2021
4.76†	Parts Supply and License Agreement, effective as of January 1, 2020, by and between Polestar Performance AB and Volvo Car Corporation.	F-4/A	10.76	May 23, 2022
4.77	Acknowledgement Agreement to the Shareholders Agreement, dated September 27, 2021, by and among Volvo Car Corporation, Snita Holding B.V., PSD Investment Limited, PSINV AB, GLY New Mobility 1, LP, Northpole GLY 1 LP, Chongging Liangjiang, Zibo Financial Holding Group Co, Ltd., Zibo High-Tech Industrial Investment Co., Ltd., Polestar Automotive Holding Limited and Polestar Automotive Holding UK Limited (incorporated by reference to Annex M-1 to the proxy statement/prospectus used in connection with the Business Combination).	F-4/A	10.77	May 23, 2022
4.78	Form of Amendment to Acknowledgement Agreement to the Shareholders Agreement, by and among Volvo Car Corporation, Snita Holding B.V., Zhejiang Geely Holding Group Co., Ltd., PSD Investment Limited, PSINV AB, GLY New Mobility LLP, Northpole GLY 1 LP, Chongqing Liangjiang, Zibo Financial Holding Group Co., Ltd., Zibo High-Tech Industrial Investment Co., Ltd., Polestar Automotive Holding Limited and Polestar Automotive Holding UK Limited (incorporated by reference to Annex M-2 to the proxy statement/prospectus used in connection with the Business Combination).	F-4/A	10.78	May 23, 2022
4.79†	New, Used and Demonstrator Funding Agreement, dated June 14, 2021, by and among Volvo Car Financial Services UK Limited and Polestar Automotive UK Limited.	F-4/A	10.79	May 23, 2022
4.80†	Service Agreement, effective as of January 28, 2022, by and between Volvo Cars USA LLC and Polestar Automotive USA Inc.	F-4/A	10.80	May 23, 2022
4.81†	Einance Cooperation Agreement, dated May 28, 2021, by and between Volvo Car Financial Services UK Limited and Polestar Automotive UK Limited.	F-4/A	10.81	May 23, 2022
4.82†	Corporate Guarantee and Indemnity Relating to Polestar Automotive UK Limited, dated June 14, 2021, by and between Polestar Performance AB and Volvo Car Financial Services UK Limited.	F-4/A	10.82	May 23, 2022
4.83	Amendment No. 2 to Registration Rights Agreement, dated March 24, 2022, by and among Polestar Automotive Holding UK Limited, Gores Guggenheim Sponsor LLC, Randall Bort, Elizabeth Marcellino and Nancy Tellem, Polestar Automotive Holding Limited and certain of its shareholders.	8-K**	10.2	March 25, 2022

4.84†	Cooperation Agreement, dated April 1, 2020, by and between Polestar Automotive China Distribution Co., Ltd. and Hangzhou Easybao Technology Co., Ltd.	F-4/A	10.85	May 23, 2022
4.85†	Finance Cooperation Agreement, dated as of June 1, 2021, between Polestar Automotive China Distribution Co., Ltd and Genius Auto Finance Co., Ltd.	F-4/A	10.86	May 23, 2022
4.86†	Framework Agreement on Import & Export Polestar Vehicles, dated as of June 21, 2022, by and between Volvo Car Corporation and Polestar Performance AB.	20-F	4.91	June 29, 2022
4.87†	Sale & Purchase Agreement, dated as of June 21, 2022, by and between Volvo Car USA LLC and Polestar Automotive USA Inc.	20-F	4.92	June 29, 2022
4.88†	Importer Agreement, dated as of June 21, 2022, by and between Polestar Performance AB and Volvo Car USA LLC.	20-F	4.93	June 29, 2022
4.89†	Form of Letter of Appointment as Non-Executive Director of Polestar Automotive Holding UK PLC.	20-F	4.94	June 29, 2022
4.90†	Research and Development Frame Agreement, dated as of July 5, 2022, by and between Polestar Performance AB and China Euro Vehicle Technology AB.	F-1/A	10.91	August 18, 2022
4.91†	Service Agreement, dated as of July 4, 2022, between Zhongjia Automobile Manufacturing (Chengdu) and Polestar Automotive China Distribution Co. Ltd.	F-1/A	10.92	August 18, 2022
4.92†	Prototype Supply Agreement, dated as of July 26, 2022, between Asia Europe New Energy Vehicle Manufacturing (Chongqing) Co., Ltd., Polestar Performance AB and Polestar Automotive (Chongqing) Co., Ltd.	F-1/A	10.95	August 18, 2022
4.93†	Service Agreement, executed as of September 27, 2022, between Volvo Car Corporation and Polestar Performance AB.	20-F	4.93	April 14, 2023
4.94†	Amendment Agreement 1 to Prototype Supply Agreement, dated as of February 3, 2023, between Asia Europe New Energy, Vehicle Manufacturing (Chongging) Co., Ltd., Polestar Performance AB and Polestar Automotive (Chongging) Co., Ltd.	20-F	4.94	April 14, 2023
4.95†	Framework Service Agreement, dated as of December 23, 2022, between Volvo Car Corporation and Polestar Performance AB.	20-F	4.95	April 14, 2023
4.96†	Amendment Agreement No. 1 to the Polestar 2 Model Year Program License, License Assignment and Service Agreement, dated as of December 13, 2022, between Volvo Car Corporation and Polestar Automotive China Distribution Co Ltd.	20-F	4.96	April 14, 2023
4.97†	Change Management Agreement, dated as of December 31, 2022, between Volvo Car Corporation and Polestar Performance AB.	20-F	4.97	April 14, 2023

4.98†	Service Agreement, dated as of July 7, 2022, between Volvo Car Corporation and Polestar Automotive China Distribution Co. Ltd., as amended by Amendment Agreement No 1, dated as of March 22, 2023, between Volvo Car Corporation and Polestar Automotive China Distribution Co. Ltd.	20-F	4.98	April 14, 2023
4.99	Term Loan Facility, dated November 3, 2022, by and between Polestar Automotive Holding UK PLC, as borrower, and Snita Holding B.V., as original lender and agent.	6-K	10.1	November 3, 2022
4.100†	Amendment and Restatement Agreement to Trade Finance Facility Agreement, dated February 26, 2023, between Polestar Performance AB, as Borrower and Obligors' Agent, Standard Charter Bank, as Agent, and Standard Chartered Bank, as Security Agent,	20-F	4.100	April 14, 2023
4.101†	Amendment Agreement No. 1, dated September 22, 2022, between Volvo Car Corporation and Polestar Performance AB	20-F	4.101	April 14, 2023
4.102†	Service Agreement, dated November 22, 2022, between Zhongjia Automobile Manufacturing (Chengdu) CO., Ltd. and Polestar Automotive China Distribution Co. Ltd., as amended by Amendment Agreement No 1, dated March 22, 2023, between Zhongjia Automobile Manufacturing (Chengdu) Co., Ltd. and Polestar Automotive China Distribution Co. Ltd.	20-F	4.102	April 14, 2023
4.103*†	Service Agreement, effective as of January 1, 2021, between Polestar Automotive (Chongging) Co. Ltd. and Asia Europe New Energy Vehicle (Chongging) Co., Ltd			
4.104*†	Service Agreement PX2 Development Services, dated as of November 29, 2023, between Polestar Performance AB, Wuxi InfiMotion Propulsion Technology Co., Ltd., InfiMotion Technology Europe AB, and Polestar Automotive China Distribution Co., Ltd.			
4.105*†	Termination Agreement, dated as of May 6, 2023, between Polestar Performance AB, Polestar Automotive China Distribution Co., Ltd., and Wuxi InfiMotion Propulsion Technology Co., Ltd.			
4.106*†	Asset Transfer Agreement, effective as of December 26, 2023, between Polestar Automotive China Distribution Co., Ltd and Chengdu Jisu New Energy Vehicle Co., Ltd.			
4.107*†	Technology License Agreement, dated as of September 28, 2023, between Zhejjang Liankong Technologies Co., Ltd and Polestar Performance AB			
4.108*†	Contract for the Transfer of 100% of the Shares of Polestar New Energy Vehicle Co., Ltd., dated July 5, 2023, by and among Polestar (China) Group Co., Ltd., Zhejjiang Geely Property Investment Holding Co., Ltd., and Polestar New Energy Vehicle Co., Ltd.			
4.109*†	Manufacturing and Vehicle Supply Agreement (Domestic). dated July 24. 2023, between Polestar Automotive China Distribution Co., Ltd., Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd., and Zhejiang Geely Automobile Co., Ltd. Ningbo Hangzhou Bay Factory.			

4.110*†	Manufacturing and Vehicle Supply Agreement (Export), dated July 17, 2023, between Polestar Performance AB, Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd., Zhejiang Geely Automobile Co., Ltd. Ningbo Hangzhou Bay Factory, and Shanghai Global Trading Corporation.
4.111*†	Amendment Agreement no 2, dated December 1, 2023 to Prototype Supply Agreement, effective as of July 1, 2022, between Asia Europe New Energy Vehicle Manufacturing (Chongqing) Co., Ltd., Polestar Performance AB, Polestar Automotive (Chongqing) Co., Ltd., Polestar Automotive (China) Distribution Co., Ltd., and Polestar Automotive (China) R&D Branch
4.112*†	Service Agreement, dated as of November 29, 2023, between Zhejiang ZEEKR Automobile Research & Development Co., Ltd and Polestar Performance AB
4.113*†	Three Parties Agreement, dated as of November 30, 2023, between Polestar Performance AB, Ningbo Geely Automobile Research & Development Co., Ltd and Polestar Technology (Zhongshan) Co., Ltd.
4.114*†	<u>Asset Purchase Agreement, dated as of November 28, 2023, between Polestar Automotive China</u> Distribution Co., Ltd. and Polestar Technology.(Zhongshan) Co., Ltd
4.115*†	Supplementary Asset Purchase Agreement, dated as of November 28, 2023, between Polestar Automotive China Distribution Co., Ltd. and Polestar Technology (Zhongshan) Co., Ltd
4.116*†	Brand License Agreement, dated as of November 14, 2023, between Polestar Performance AB and Polestar Technology (Shaoxing) Co., Ltd
4.117*†	Vehicle Sale and Purchase Agreement, dated as of December 14, 2023, between Polestar Automotive China Distribution Co., Ltd., Shanghai Polestar Shida Automotive Distribution Co., Ltd., and Polestar Technology (Zhongshan) Co., Ltd.
4.118*†	Transitional Service Agreement dated as of December 14, 2023, between Polestar Automotive China Distribution Co., Ltd, and Polestar Technology (Shaoxing) Co., Ltd
4.119*†	
	Amendment No. 1, dated July 16, 2024, to the Change Management Agreement, effective as of January 1, 2022, between Polestar Performance AB and Volvo Car Corporation
4.120*†	Amendment Agreement No 1 Spare Parts Supply Temporary Agreement, dated as of April 8, 2024, between Polestar Performance AB and Lynk & Co Automobile Sales Co., Ltd.
4.121*†	Amendment No. 1 to the Three Parties Agreement, dated July 16, 2024, between Polestar Performance AB, Ningbo Geely Automobile Research and Development Co., Ltd., and Polestar Times Technology (Nanjing) Co. Ltd.
4.122*†	Supplement Agreement No. 2., dated as of May 23, 2024, to Car Model Manufacturing Agreement, dated as of November 26, 2018, between Asia Euro Automobile Manufacturing (Taizhou) Co., Ltd. and Polestar Performance AB

4.123*†	Amendment No. 2 to the Temporary Spare Part Supply Agreement, dated May 7, 2024, between Polestar Performance AB and Lynk & Co Automobile Sales Co., Ltd.
4.124*†	<u>VP, TT and PP Vehicle Supply Agreement (China), dated February 1, 2024, between Polestar</u> Automotive China Distribution Co., Ltd., Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd., and Zhejiang Geely Automobile Co., Ltd. Ningbo Hangzhou Bay Factory.
4.125*†	TT and PP Vehicle Supply Agreement (Export), dated as of February 19, 2024, between Polestar Performance AB, Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd, Zhejiang Geely Automobile Co., Ltd, Ningbo Hangzhou Bay Factory, and Shanghai Global Trading Corporation.
4.126*†	Amendment Agreement No 1 of VP, TT and PP Vehicle Supply Agreement (China), dated April 11, 2024, between Polestar Automotive China Distribution Co., Ltd., Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd., and Zhejjang Geely Automobile Co., Ltd. Ningbo Hangzhou Bay Factory.
4.127*†	Prototype Sale Agreement, effective as of May 1, 2022, between Polestar Automotive China Distribution Co., Ltd and Ningbo Geely Automotive Research and Development CO., LTD.
4.128*†	Prototype Sale Agreement, effective as of May 1, 2022, between Polestar Automotive China Distribution Co., Ltd and Wuhan Lotus Cars Co., Ltd.
4.129*†	Tooling and Equipment Sale and Purchase Agreement, dated September 11, 2023, between Polestar Automotive China Distribution Co. Ltd. and Wuhan Lotus Cars Co., Ltd.
4.130*†	Know How Transfer Agreement, dated as of September 25, 2023, between Polestar Performance AB and Wuhan Lotus Cars Co., Ltd.
4.131*†	Framework Agreement, dated as of November 9, 2023, between Polestar Performance AB, Geely Auto Group Co., LTD and Renault Korea Motors Co. Ltd
4.132*†	Service Agreement, dated as of January 8, 2024, between Volvo Car Corporation and Polestar Performance AB
4.133*†	Service Agreement, dated as of January 8, 2024, between Volvo Cars Technology (Shanghai) Co., Ltd and Polestar Performance AB
4.134*†	Outsourcing Framework Agreement, dated as of January 11, 2024, between Polestar Performance AB and Volvo Car Corporation.
4.135*†	Manufacturing Agreement, dated as of January 12, 2024, between Polestar Automotive China

- and volvo car Corporation, Manufacturing Agreement, dated as of January 12, 2024, between Polestar Automotive China Distribution Co., Ltd., Zhongjia Automobile Manufacturing (Chengdu) Co., Ltd., and Zhejjang Haoqing Automobile Manufacturing Co., Ltd. Chengdu Branch Zhejjang Haoqing, Manufacturing Agreement, dated as of January 8, 2024, between Polestar Performance AB and Zhongjia Automobile Manufacturing (Chengdu) Co., Ltd. Launch Vehicle Supply Agreement, effective as of May 17, 2023, between Volvo Car Corporation and Polestar Performance AB. 4.136*†
- 4.137*†

4.138*†	Payment Agreement, dated March 29, 2023, between Volvo Car Corporation and Polestar Performance AB
4.139*†	Amendment Agreement No 1 to Service Agreement PS2 Model Year Support, dated as of March 22, 2023, between Volvo Car Corporation and Polestar Automotive China Distribution Co. Ltd.
4.140*†	Amendment Agreement No 1 to Service Agreement PS2 Model Year Support, dated as of March 22, 2023, between Zhongjia Automobile Manufacturing (Chengdu) Co., Ltd. and Polestar Automotive China Distribution Co. Ltd.
4.141*†	Amendment Agreement No. 2 to the Polestar 2 Model Year Program License, License Assignment and Service Agreement, dated as of January 5, 2024, between Polestar Performance AB and Volvo Car Corporation.
4.142*†	Launch Vehicle Supply Agreement, dated as of May 5, 2023, between Volvo Cars China Technology Centre Co., Ltd and Polestar Automotive China Distribution Co., Ltd
4.143*†	User Right Agreement, effective March 3, 2024, between Polestar Automotive China Distribution Co., Ltd, Chengdu Jisu New Energy Vehicle Co., Ltd, and Zhongjia Automobile Manufacturing (Chengdu), Co., Ltd,
4.144*†	Restated Framework Assignment and License Agreement, dated as of June 1, 2023, between Volvo Car Corporation and Polestar Automotive China Distribution Co., Ltd., amended by the Amendment Agreement, dated as of October 3, 2023, by and among Polestar Automotive China Distribution Co., Ltd. and Volvo Car Corporation
4.145*†	Restated Car Model Assignment and License Agreement, dated as of June 31, 2023, between Volvo Car Corporation and Polestar Automotive China Distribution Co., Ltd, amended by the Amendment Agreement, dated as of October 3, 2023, by and among Polestar Automotive China Distribution Co., Ltd, and Volvo Car Corporation
4.146*†	Restated Service Agreement, dated as of June 1, 2023, between Volvo Car Corporation and Polestar Automotive China Distribution Co., Ltd., amended by the Amendment Agreement, dated as of June 1, 2023, by and among Polestar Automotive China Distribution Co., Ltd. and Volvo Car Corporation
4.147*†	Amendment Agreement to the Restated Service Agreement, dated as of June 1, 2023, between Volvo Car Corporation and Polestar Automotive China Distribution Co., Ltd.
4.148*†	Launch Vehicle Supply Agreement, dated as of July 10, 2023, between Polestar Performance AB and Volvo Car Corporation,
4.149*†	Service Agreement, dated as of December 14, 2023, between Polestar Performance AB and Volvo Car Corporation
4.150*†	Payment Agreement, dated July 6, 2023, between Volvo Car Corporation and Polestar Performance AB

4.151*† Cost Sharing Agreement, dated September 13, 2023, as amended by an Amendment Agreement, dated as of October 27, 2023, between Volvo Car Corporation and Polestar Performance AB

4.152*†	Amendment Agreement No. 2, dated October 3, 2023, related to the License, License Assignment and Service Agreement, dated as of April 13, 2021, between Volvo Car Corporation and Polestar Automotive China Distribution Co. Ltd., and amended by Amendment Agreement No. 1, dated			
4.153*†	December 13, 2022 Amendment Agreement No. 1, dated as of October 3, 2023, to the Restated Framework Assignment and License Agreement, dated as of June 1, 2023, and the Restated Car Model Assignment and License Agreement, dated as of June 31, 2023, by and among Polestar Automotive China Distribution Co., Ltd. and Volvo Car Corporation			
4.154*†	Amendment Agreement, dated as of October 27, 2023, to the Cost Sharing Agreement, dated September 13, 2023, between Volvo Car Corporation and Polestar Performance AB			
4.155*†	Amendment Agreement No. 1, dated December 27, 2023, related to the Framework Service Agreement, dated as of December 23, 2022, between Polestar Performance AB and Volvo Car Corporation			
4.156*†	Amendment Agreement No. 1, dated February 19, 2024, related to the Service Agreement, dated as of December 6, 2020, between Volvo Car Corporation and Polestar Performance AB			
4.157*†	Service Agreement, dated as of April 3, 2024, between Polestar Performance AB and Volvo Car Corporation			
4.158*†	Artiner Agreement, dated June 4, 2024, between Polestar Automotive Sweden AB and Volvo Car Retail AB			
4.159*†	Service Agreement, dated as of May 16, 2024, between Polestar Performance AB and Asia Euro Automobile Manufacturing (Taizhou) Co., Ltd.			
4.160	Facility Agreement, dated November 8, 2023, by and between Polestar Automotive Holding UK PLC, as borrower, and Geely Sweden Automotive Investment AB, as original lender and agent.	6-K	10.1	November 8, 2023
4.161	Amendment Letter, dated November 8, 2023, by and between Polestar Automotive Holding UK PLC, as borrower, and Snita Holding B.V., as original lender and agent.	6-K	10.2	November 8, 2023
4.162	Shareholders Agreement, dated June 19, 2023, among Polestar Automotive (Singapore) Distribution Pte. Ltd., Polestar Automotive (Singapore) Pte. Ltd. and Hubei Xingii Meizu Group Co., Ltd.	6-K	99.2	June 20, 2023
4.163	Business Cooperation Agreement, dated June 19, 2023, between Polestar Automotive (Singapore) Distribution Pte, Ltd and Hubei Xingji Meizu Group Co., Ltd.	6-K	99.3	June 20, 2023
4.164*†	Amendment No. 3 to the Registration Rights Agreement, dated as of April 26, 2023, between Polestar Automotive Holding UK PLC, Zibo High-Tech Industrial Investment Co., Ltd., Zibo Financial Holding Group Co., Ltd., Chongqing Liangjiang, Northpole GLY 1 LP, GLP New Mobility 1, LP, Snita Holding B.V., PSD Investment Limited, and Gores Guggenheim Sponsor LLC			
4.165	Facilities Agreement, by and among Polestar Automotive Holding UK PLC, Standard Chartered Bank and the Original Lenders named therein, dated February 22, 2024	6-K	10.1	February 28, 2024

4.166*†	Shareholders Agreement, dated February 29, 2024, by and among Nanjing Jiangning Economic and Technological Development Zone Industrial Equity Investment Partnership (Limited partnership), Polestar Times Technology (Nanjing) Co., Ltd., Jiangsu Xingji Meizu Technology Co., Ltd., and Polestar Automotive (Singapore) Distribution Pite, Ltd.
4.167*†	Amendment Agreement No. 1, dated May 16, 2024, to the Service Agreement, executed as of September 27, 2022, between Volvo Car Corporation and Polestar Performance AB
4.168*†	Amendment Agreement No. 1, dated May 23, 2024, to the Service Agreement, dated as of November 29, 2023, between Zhejjang ZEEKR Automobile Research & Development Co., Ltd and Polestar Performance AB
4.169*†	Spare Part Supply Agreement, dated June 26, 2024, between Polestar Performance AB and Lynk & Co Automobile Sales Co., Ltd.
4.170*†	Variation Agreement, dated May 20, 2024, hetween Volvo Car Financial Services UK Limited and Polestar Automotive UK Limited.
4.171*†	Commitment Letter, dated July 26, 2024, between Polestar Performance AB, Volvo Car Distribution (Shanghai) Co., Ltd, and Lynk & Co Automobile Sales Co., Ltd.
4.172*†	Variation Agreement, dated June 14, 2021, between Volvo Car Financial Services UK Limited and Polestar Automotive UK Limited,
4.173*†	Variation Letter, dated December 5, 2023, between Volvo Car Financial Services UK Limited and Polestar Automotive UK Limited,
8.1*	Subsidiaries of Polestar Automotive Holding UK PLC
12.1*	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
12.2*	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
13.1***	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002,
13.2***	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
15.1*	Consent of Deloitte AB, independent registered accounting firm to Polestar Automotive Holding UK PLC (formerly known as Polestar Automotive Holding UK Limited).
97.1*	Compensation Clawback Policy
101 DIG*	

- 97.1
 Compensation Character Forcy

 101. INS*
 Inline XBRL Instance Document.

 101. SCH*
 Inline XBRL Taxonomy Extension Schema Document.

 101. CAL*
 Inline XBRL Taxonomy Extension Calculation Linkbase Document.

- 101. DEF* Inline XBRL Taxonomy Extension Definition Linkbase Document.
- 101. LAB* Inline XBRL Taxonomy Extension Label Linkbase Document.
- 101. PRE* Inline XBRL Taxonomy Extension Presentation Linkbase Document.
- 104* Cover Page Interactive Data Filed (embedded within the Inline XBRL document).

*Filed herewith.
 **Form 8-K was originally filed by Gores Guggenheim, Inc., which became a subsidiary of Polestar in connection with the Business Combination.
 *** Form shed herewith.
 + Indicates management contract or compensatory plan.
 * Certain confidential information (indicated by brackets and asterisks) has been omitted from this exhibit because it is both (i) not material and (ii) the type of information that the registrant treats as private or confidential.
 ## Certain schedules and similar attachments to the exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5).

SIGNATURE

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this report on its behalf.

August 14, 2024

POLESTAR AUTOMOTIVE HOLDING UK PLC

- By: /s/ Thomas Ingenlath Name: Thomas Ingenlath Title: Chief Executive Officer

- By: /s/ Per Ansgar Name: Per Ansgar Title: Chief Financial Officer

INDEX TO FINANCIAL STATEMENTS

Polestar Automotive Holding UK PLC

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The Polestar Group Consolidated Financial Statements for the Years Ended December 31, 2023, 2022 and 2021

Report of Independent Registered Public Accounting Firm

To the shareholders and the Board of Directors of Polestar Automotive Holding UK PLC:

Opinion on the Financial Statements

We have audited the accompanying consolidated statement of financial position of Polestar Automotive Holding UK PLC (the "Company") as of December 31, 2023 and 2022, the related consolidated statements of loss and comprehensive loss, changes in equity, and cash flows, for each of the three years in the period ended December 31, 2023, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements in the period ended December 31, 2023, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements is a company as of December 31, 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, and conformity with IFRS Accounting Standards as issued by the International Accounting Standards Board (IASB).

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated August 14, 2024, expressed an adverse opinion on the Company's internal control over financial reporting because of material weaknesses.

Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, the Company requires additional financing to support operating and development activities that raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are financial statements are financial statements. We conducted our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatements. Our audits also included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current-period audit of the financial statements that were communicated or required to be communicated to the audit committee and that (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Revenue from the sales of vehicles - Refer to Notes 2 and 4 to the financial statements

Critical Audit Matter Description

The Company's revenue primarily consists of revenue from the sales of vehicles, which are sold to individuals, fleet customers, financial service providers, dealers and importers based on contractual agreements. The Company recognizes revenue at the point in time when the customer obtains control of the vehicle, and thus can direct the use of, and obtain the benefits from, the vehicle.

We identified revenue recognition related to the sales of vehicles as a critical audit matter because of the nature of the various agreements and the complexity of certain terms in these contracts that may affect the timing or measurement of revenue recognition. This required extensive audit effort due to the variation and complexity in terms found within some contracts, the high degree of auditor judgment in determining the audit procedures, and the nature and extent of evidence required to determine revenue recognition was appropriate.

How the Critical Audit Matter Was Addressed in the Audit

- Our audit procedures related to revenue recognized from the sale of vehicles included, but were not limited to:
 - We obtained an understanding of management's process for identifying and reviewing contracts with all types of customers and determining the revenue recognition treatment in accordance with IFRS 15, Revenue from Contracts with Customers.
 - For a sample of agreements with customers, focusing on those that differed from standard frame agreements, we obtained the contract and assessed the contract for terms that could impact the appropriateness of revenue recognition not identified by



- management. For those contracts identified with complex terms, we evaluated whether the Company appropriately accounted for those contracts in accordance with IFRS 15.
- We performed detailed transaction testing for a sample of revenue from the sale of vehicles, by obtaining and inspecting sales orders or contracts with the customer and other related source documents, including delivery documents, invoices, and cash receipts, as applicable, to determine that control had transferred to the customer.
- For a sample of revenue from the sale of vehicles for certain customers, we also confirmed directly with the customers the contract terms and conditions.
- · We considered audit evidence obtained throughout our audit as to whether there is any wider information relevant to the point in time at which the Company recognizes revenue from the sales of vehicles.

Inventories — Refer to Notes 2 and 20 to the financial statements

Critical Audit Matter Description

The Company's inventories include new, used, and internal vehicles that are held in geographically disparate locations. Management employs a range of procedures, including physical counts to record and verify the existence, completeness, and condition of inventories. Inventories are valued at the lower of cost or net realizable value.

We identified the existence, completeness, and valuation of inventories as a critical audit matter because of the extent of effort in performing procedures and evaluating audit evidence due to the geographical dispersion of the Company's inventories and. because of the high degree of auditor's judgment and increased extent of effort required when performing audit procedures to evaluate the reasonableness of net realizable value of inventory.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to inventory existence, completeness and valuation included, but were not limited to:

- For a selection of inventory locations:
 - we observed management's inventory count procedures close to the year-end date and performed independent sample counts and tested the Company's roll-back of balances, between the time of the inventory count and December 31, 2023, or
 - we obtained confirmations to test the inventory held at third-party locations.
- For a sample of inventory, we obtained third-party invoices and other relevant documents to recalculate the vehicle cost.
 - We evaluated the reasonableness of the Company's methodology and key assumptions and judgments the Company used to estimate the net realizable value of inventory by performing the following:
 - We benchmarked selling prices to observable data to evaluate the impact of changes in the significant assumptions of net realizable value within the inventories to the carrying value.
 - We performed corroborating inquiries with the personnel responsible for sales forecasting to evaluate the reasonableness of the product demand forecasts.
 - We made inquiries of various personnel in the Company including, but not limited to, finance and operations personnel about the expected timing of the introduction of new products.
 - · We tested the mathematical accuracy of management's calculations.
- We performed procedures to evaluate the sufficiency and appropriateness of audit evidence and the nature and extent of audit procedures performed in connection with forming our overall opinion on the financial statements.

Impairment of tangible and definite-lived intangible assets of the Polestar 2 CGU — Refer to Note 2 to the financial statements

Critical Audit Matter Description

The Company's evaluation of tangible and definite-lived intangible assets for impairment involves the comparison of the recoverable amount of each applicable cash generating unit ("CGU"), to its carrying value on at least an annual basis, in line with International Accounting Standard 36 Impairment of Assets. An impairment loss is recognized if the recoverable amount is lower than the carrying value. The recoverable amount is determined based on the higher of value in use (VIU) and fair value less costs to dispose (FVLCD). The Company recorded an impairment of \$351 million relating to the Polestar 2 CGU during the period.

Management's value in use analysis is based on the 2024-2028 business plan. We identified the valuation of the Polestar 2 CGU as a critical audit matter because of the significant estimates and assumptions management made in the value in use calculation related to future revenues, volumes, EBITDA margin, discount rate and change in net working capital. Auditing the significant judgements and assumptions required a high degree of auditor judgement and increased audit effort, including the need to involve our valuation specialists.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to intangible asset valuation included, but were not limited to:

· We assessed the key assumptions used in calculating VIU including future revenue, volumes, EBITDA margins, and change in working capital by:

comparing forecasted vehicles volumes to industry analyst coverage.

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- comparing the assumptions used in the forecasts to the Company's historical trends in forecasted sales volume, revenue per car, gross profit (loss) per car and capital expenditure.
- comparing forecasted revenue, profitability margin, and capital expenditure assumptions to preliminary recorded results from subsequent periods.
- With the assistance of our valuation specialists, we evaluated the discount rate, including testing the underlying source information and the mathematical accuracy of the calculations, and developing a range of independent estimates and comparing those to the discount rate selected by management.
- We evaluated management's ability to accurately forecast revenue, volumes, EBITDA margins, change in working capital by comparing actual results to management's historical forecasts, the Company's historical results, external analyst reports and internal communications to management and the Board of Directors.
- With the assistance of our valuation specialists, we further evaluated the Company's sensitivity analysis by comparing to our own sensitivity analysis to corroborate the disclosures around assumptions that are most sensitive to a reasonably possible change that could cause the carrying amount to exceed its recoverable amount for a cash generating unit.

/s/ Deloitte AB Gothenburg, Sweden August 14, 2024

We have served as the Company's auditor since 2021.

Polestar Automotive Holding UK PLC Consolidated Statement of Loss and Comprehensive Loss (in thousands of U.S. dollars except per share data and unless otherwise stated)

Consolidated Statement of Loss		For the year ended December 31,				
	Note	2023	2022	2021		
			(Restated)1	(Restated)1		
Revenue	4	2,378,562	2,444,105	1,346,347		
Cost of sales	6	(2,791,643)	(2,343,302)	(1,336,688)		
Gross (loss) profit		(413,081)	100,803	9,659		
Selling, general and administrative expense	6	(949,683)	(838,367)	(685,049)		
Research and development expense	6	(158,406)	(174,916)	(234,019)		
Other operating income (expense), net	9	41,204	(305)	(50,716)		
Listing expense	18	_	(372,318)	_		
Operating loss		(1,479,966)	(1,285,103)	(960,125)		
Finance income	11	69,454	8,552	32,970		
Finance expense	11	(213,321)	(108,402)	(45,218)		
Fair value change - Earn-out rights	18	443,168	902,068	_		
Fair value change - Class C Shares	18	22,000	35,090	_		
Share of losses in associates	10	(43,304)	—	_		
Loss before income taxes		(1,201,969)	(447,795)	(972,373)		
Income tax benefit (expense)	13	7,138	(29,660)	3,075		
Net loss		(1,194,831)	(477,455)	(969,298)		
Net loss per share (in U.S. dollars)	14					
Class A - Basic and Diluted		(0.57)	(0.24)	(0.51)		
Class B - Basic and Diluted		(0.57)	(0.24)	(0.51)		
Consolidated Statement of Comprehensive Loss						
Net loss		(1,194,831)	(477,455)	(969,298)		
Other comprehensive (loss) income:						
Items that may be subsequently reclassified to the Consolidated Statement of Loss:						
Exchange rate differences from translation of foreign operations		(10,237)	180	(32,318)		
Total other comprehensive (loss) income		(10,237)	180	(32,318)		
Total comprehensive loss		(1,205,068)	(477,275)	(1,001,616)		

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Consolidated Statement of Financial Position (in thousands of U.S. dollars unless otherwise stated)

		As of the year ende	,
	Note	2023	2022
			(Restated) ¹
Assets			
Non-current assets			
Intangible assets and goodwill	15	1,412,729	1,394,282
Property, plant and equipment	12, 16	316,867	275,954
Vehicles under operating leases	12	67,931	97,186
Other non-current assets	17	7,212	5,306
Deferred tax assets	13	43,041	11,287
Other investments	17	2,414	2,333
Total non-current assets		1,850,194	1,786,348
Current assets			
Cash and cash equivalents	17	768,927	973,877
Trade receivables	19	126,205	239,578
Trade receivables - related parties	19, 27	61,026	79,225
Accrued income - related parties	27	152,605	49,060
Inventories	20	939,359	630,154
Current tax assets		9,270	7,184
Assets held for sale	28	_	56,001
Other current assets	21	204,142	112,983
Other current assets - related parties	27	9,576	
Total current assets	-	2,271,110	2,148,062
Total assets	-	4,121,304	3,934,410
Equity	-	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	0,70 1,110
Share capital		(21,168)	(21,165)
Other contributed capital		(3,615,187)	(3,584,232)
Foreign currency translation reserve		26,010	(5,564,252)
Accumulated deficit		4,872,644	3,677,813
Total equity		1,262,299	88,189
Liabilities		1,202,299	00,109
Liabilities Non-current liabilities			
Non-current contract liabilities	4	(63,063)	(49,018)
Deferred tax liabilities	4		
	23	(3,335)	(12,470)
Other non-current provisions		(104,681)	(75,362)
Other non-current liabilities	17	(73,149)	(27,859)
Earn-out liability	18	(155,402)	(598,570)
Other non-current interest-bearing liabilities	12, 17	(54,439)	(31,326)
Other non-current interest-bearing liabilities - related parties	27	(1,409,244)	(43,643)
Total non-current liabilities		(1,863,313)	(838,248)
Current liabilities			
Trade payables	17	(92,441)	(97,418)
Trade payables - related parties	17, 27	(275,704)	(935,161)
Accrued expenses - related parties	27	(450,000)	(157,426)
Advance payments from customers	17	(16,415)	(35,717)
Current provisions	23	(94,887)	(72,849)
Liabilities to credit institutions	25	(2,023,582)	(1,326,388)
Current tax liabilities		(12,812)	(14,394)
Interest-bearing current liabilities	12, 17	(19,547)	(11,935)
Interest-bearing current liabilities - related parties	27	(68,332)	(26,618)
Current contract liabilities	4	(112,062)	(45,119)
Class C Shares liability	18	(6,000)	(28,000)
Other current liabilities	24	(347,902)	(364,264)
Other current liabilities - related parties	27	(606)	(69,062)
Total current liabilities		(3,520,290)	(3,184,351)

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Total liabilities	(5,383,603)	(4,022,599)
Total equity and liabilities	(4,121,304)	(3,934,410)
1 - Refer to Note 31 - Restatement of prior period financial statements for reconciliations between originally reported and as revised annual amounts.		

Polestar Automotive Holding UK PLC Consolidated Statement of Changes in Equity (in thousands of U.S. dollars unless otherwise stated)

	N. (Other contributed	Currency translation		T ()
	Note	Share capital	capital	reserve	Accumulated deficit	Total
Balance as of January 1, 2021 - (Restated)	22	(1,318,752)	-	(16,365)	731,934	(603,183)
Net loss - (Restated)		—	—	—	969,298	969,298
Other comprehensive loss - (Restated)		_	_	32,318	—	32,318
Total comprehensive loss - (Restated)			—	32,318	969,298	1,001,616
Issuance of Convertible Notes	22	_	(35,231)	_	—	(35,231)
Issuance of new shares	22	(547,157)	—	—	—	(547,157)
Balance as of December 31, 2021 - (Restated)		(1,865,909)	(35,231)	15,953	1,701,232	(183,955)
Net loss - (Restated)		_	_	_	477,455	477,455
Other comprehensive income - (Restated)		_	_	(180)	_	(180)
Total comprehensive loss - (Restated)		_	_	(180)	477,455	477,275
Merger with Gores Guggenheim Inc.	18					_
Changes in the consolidated group		1,846,472	(1,846,472)	_	(1,512)	(1,512)
Issuance of Volvo Cars Preference Shares		(589)	(588,237)	_	—	(588,826)
Issuance to Convertible Note holders		(43)	43	—	—	—
Issuance to PIPE investors		(265)	(249,735)	_	—	(250,000)
Issuance to GGI shareholders		(822)	(521,285)	—	—	(522,107)
Listing expense		_	(372,318)	_	—	(372,318)
Transaction costs		—	38,903	—	—	38,903
Earn-out rights		_	—	_	1,500,638	1,500,638
Equity-settled share-based payment	8, 22	(9)	(9,900)	—	—	(9,909)
Balance as of December 31, 2022 - (Restated)		(21,165)	(3,584,232)	15,773	3,677,813	88,189
Net loss		—	—	—	1,194,831	1,194,831
Other comprehensive loss		_	_	10,237	_	10,237
Total comprehensive loss		_	—	10,237	1,194,831	1,205,068
Equity-settled share-based payment	8, 22	(3)	(5,390)	_	_	(5,393)
Related party capital contribution	22, 27	_	(25,565)	—	_	(25,565)
Balance as of December 31, 2023	_	(21,168)	(3,615,187)	26,010	4,872,644	1,262,299

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Polestar Automotive Holding UK PLC Consolidated Statement of Cash Flows (in thousands of U.S. dollars unless otherwise stated)

	For the year ended December 31,				
	Note	Note 2023		2021	
			(Restated) ¹	(Restated) ¹	
Cash flows from operating activities					
Net loss		(1,194,831)	(477,455)	(969,298	
Adjustments to reconcile net loss to net cash flows:					
Depreciation and amortization expense	6	115,010	142,991	217,841	
Warranty provisions	23	65,543	91,283	57,480	
Impairment of inventory	6, 20	134,877	14,830	30,782	
Impairment of property, plant, and equipment, vehicles under operating leases, and intangible assets	6, 12, 15, 16	351,241	_	_	
Finance income	11	(69,454)	(8,552)	(32,970	
Finance expense	11	213,321	108,402	45,218	
Fair value change - Earn-out rights	18	(443,168)	(902,068)	_	
Fair value change - Class C Shares	18	(22,000)	(35,090)		
Listing expense	18	_	372,318	_	
Income tax benefit (expense)	13	(7,138)	29,660	(3,075	
Share of losses in associates	10	43,304		(0,0.0	
Gain on sale of asset grouping	28	(16,334)	_		
Loss on derecognition and disposal of property, plant, and equipment and intangible assets	15, 16	10,892	11.036	_	
Litigation provisions	23	35,676		_	
Other provisions	23	19,890	23.367	11,560	
Unrealized exchange (loss) gain on trade payables	25	26,787	(26,672)	9,876	
Other non-cash expense and income		(8,510)	11,266	9,870	
Change in operating assets and liabilities:		(8,510)	11,200		
Inventories	20	(358,392)	(186,393)	(283,776	
	20				
Contract liabilities	-	77,424	21,629	59,074	
Trade receivables, prepaid expenses, and other assets	21, 26	(151,634)	(222,691)	57,119	
Trade payables, accrued expenses, and other liabilities	24, 26	(459,002)	21,981	496,782	
Interest received		32,280	8,552	1,396	
Interest paid		(220,147)	(68,130)	(12,564	
Taxes paid		(35,477)	(19,559)	_	
Cash used for operating activities		(1,859,842)	(1,089,295)	(314,555	
Cash flows from investing activities					
Additions to property, plant, and equipment	16, 26	(137,400)	(32,269)	(24,701	
Additions to intangible assets	15, 26	(457,364)	(674,275)	(102,236	
Additions to other investments		_	(2,500)	_	
Proceeds from sale of property, plant, and equipment	16	1,779	—		
Proceeds from sale of asset grouping	28	153,586	_	_	
Cash used for investing activities		(439,399)	(709,044)	(126,937	
Cash flows from financing activities			· · · /		
Change in restricted deposits		(1,906)	_	48,830	
Proceeds from short-term borrowings	25, 26, 27	3,262,831	2,149,799	698,882	
Proceeds from long-term borrowings	26, 27	1,381,738	_		
Proceeds from related party capital contribution	22, 27	25,565	_		
Proceeds from issuance of share capital and other contributed capital	18, 22		1,417,973	582,388	
Repayments of borrowings	25, 26, 27	(2,553,008)	(1,426,935)	(411,950	
Repayments of lease liabilities	12, 26	(2,555,008)	(19,448)	(411,)30	
reputitions of loase nuclines	12, 20	(21,710)	(17,440)	(0,915	

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18	—	(38,903)	
	2,093,304	2,082,486	909,237
3	987	(66,947)	(27,492)
	(204,950)	217,200	440,253
	973,877	756,677	316,424
	768,927	973,877	756,677
	18 3	3 <u>2,093,304</u> 3 <u>987</u> (204,950) 973,877	2,093,304 2,082,486 3 987 (66,947) (204,950) 217,200 973,877 756,677

1 - Refer to Note 31 - Restatement of prior period financial statements for reconciliations between originally reported and as revised annual amounts.

Notes to the Consolidated Financial Statements (in thousands of U.S. dollars unless otherwise stated)

Note 1 - Overview and basis of preparation

General information

Polestar Automotive Holding UK PLC (the "Parent"), together with its subsidiaries, hereafter referred to as "Polestar," "Polestar Group" and the "Group," is a limited company incorporated in the United Kingdom. Polestar Group operates principally in the automotive industry, engaging in research and development, branding and marketing, and the commercialization and selling of battery electric vehicles, and related technology solutions. Polestar Group's current lineup of battery electric vehicles consists of the Polestar 2 ("PS2"), a premium fast-back sedan, the Polestar 3 ("PS3"), a luxury aero sport-utility vehicle, the Polestar 4 ("PS4"), a premium fast-back sedan, the Polestar 3 ("PS3"), a luxury aero sport-utility vehicle, the Polestar 4 ("PS4"), a premium sport utility vehicle, the Polestar 5 ("PS5"), a luxury sport grand-touring sedan, and the Polestar 6 ("PS6"), a luxury roadster. As of December 31, 2023, the PS2 and PS4 are in production while the remaining vehicles are under development. Operating a sustainably is a critical priority of the Group; targeting climate neutrality by 2040, creating a climate neutral car (cradle-to-gate) by 2030, and halving the emission intensity per car sold by 2030. Polestar Group has a presence in 27 markets across Europe, North America, and Asia. Polestar Group has its management headquarters located at Assar Gabrielssons väg 9, 405 31 Göteborg, Sweden.

As of December 31, 2023, 2022, and 2021, related parties owned 88.3%, 89.2%, and 94.1% of the Group, respectively. The remaining 11.7%, 10.8%, and 5.9% of the Group at each respective year end was owned by external investors.

Merger with Gores Guggenheim, Inc.

Gores Guggenheim, Inc. ("GGI") was a special purpose acquisition company ("SPAC") formed for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or a similar business combination. GGI was incorporated in Delaware on December 21, 2021 and completed its initial public offering ("IPO") on March 25, 2021.

On September 27, 2021, GGI entered into a Business Combination Agreement ("BCA") with Polestar Automotive Holding Limited, a Hong Kong incorporated company ("Former Parent"), Polestar Automotive (Singapore) Pte. Ltd., a private limited iability company limited by shares in Singapore ("Polestar Singapore"), Polestar Holding AB, a private limited liability company incorporated under the laws of Sweden ("Polestar Sweden"), Polestar Automotive Holding UK Limited, a limited company incorporated under the laws of England and Wales and a direct wholly owned subsidiary of the Former Parent, and PAH UK Merger Sub Inc., a Delaware corporate and a direct wholly owned subsidiary of the Parent ("US Merger Sub").

On June 23, 2022 ("Closing"), the Former Parent consummated a reverse recapitalization pursuant to the terms and conditions of the BCA. At the Closing, Polestar Holding AB and its subsidiaries became wholly owned subsidiaries of Parent. US Merger Sub merged with GGI, pursuant to which the separate corporate existence of US Merger Sub ceased and GGI became a wholly owned subsidiary of the Parent. Simultaneously, the following events occurred:

- the Convertible Notes of the Former Parent outstanding immediately prior to the Closing were automatically converted into 4,306,466 Class A Shares in the Parent in the form of American depositary shares;
- the Former Parent was separated from Polestar Group and issued 294,877,349 Class A Shares in the Parent in the form of American depositary shares, 1,642,233,575 Class B Shares in the Parent in the form of American depositary shares, and the right to receive an earn out of a variable number of additional Class A Shares and Class B Shares, depending on the daily volume weighted average price of Class A Shares in the future;
- all GGI units outstanding immediately prior to the Closing held by GGI Stockholders were automatically separated and the holder was deemed to hold one share of GGI Class A Common Stock and one-fifth of a GGI Public Warrant;
- all GGI Class A Common Stock issued and outstanding, other than those held in treasury, were exchanged for 63,734,797 Class A Shares in the Parent in the form of American depositary shares;
- all GGI Class F Common Stock issued and outstanding, other than those held in treasury, were exchanged for 18,459,165 Class A Shares in the Parent in the form of American depositary shares;
- · all GGI Common Stock held in treasury were canceled and extinguished without consideration;
- all GGI Public Warrants issued and outstanding immediately prior to the Closing were exchanged for 15,999,965 Class C-1 Shares in the Parent in the form of American depositary shares with effectively the same terms as the GGI Public Warrants and are exercisable for Class A Shares in the Parent;
- all GGI Private Warrants issued and outstanding immediately prior to the Closing were exchanged for 9,000,000 Class C-2 Shares in the Parent in the form of American depositary shares with effectively the same terms as
 the GGI Private Warrants and are exercisable for Class A Shares in the Parent;
- pursuant to the PIPE Subscription Agreements, third-party investors purchased 25,423,445 Class A Shares in Parent in the form of American depositary shares and Volvo Cars purchased 1,117,390 Class A Shares in Parent in the form of American depositary shares for an aggregate total of \$250,000; and
- pursuant to the Volvo Cars Preference Subscription Agreement, Volvo Cars purchased 58,882,610 Preference Shares in the Parent for an aggregate total of \$588,826 which automatically converted to Class A Shares in the Parent in the form of American depositary shares thereafter.

The merger with GGI, including all related arrangements, raised net cash proceeds of \$1,417,973. Gross proceeds of \$638,197 was assumed from GGI, \$250,000 was sourced from the PIPE Subscription Agreements, and \$588,826 was sourced from the Volvo Cars

Preference Subscription Agreement. Polestar incurred total transaction costs of \$97,953 in connection with the merger, of which \$59,050 had been recognized by GGI and deducted from the gross proceeds raised. The merger was accounted for as a reverse recapitalization, in accordance with the IFRS. Refer to Note 18 - Reverse recapitalization for additional information on the reverse recapitalization.

Immediately following the closing of the transaction, Parent changed its name to Polestar Automotive Holding UK PLC and began trading on the National Association of Securities Dealers Automated Quotations ("Nasdaq") under the ticker symbol PSNY. Net loss per share was recast to retroactively reflect the shares issued by the parent to the Former Parent for December 31, 2022 and December 31, 2021. Refer to *Note 14 - Net loss per share* and *Note 22 - Equity* for additional information.

Basis of preparation

The Consolidated Financial Statements in this annual report of Polestar Group are prepared in accordance with the IFRS, issued by the IASB and UK-adopted international accounting standards. The Consolidated Financial Statements have been prepared on the historical cost basis, except for the revaluation of certain financial instruments that are measured at fair values at the end of each reporting period, as explained in the accounting policies below. For group financial reporting purposes, Polestar Group companies apply the same accounting principals, irrespective of national legislation, as defined in the Group accounting principals have been applied consistently for all periods, unless otherwise stated.

This annual report is prepared in the presentation currency, U.S. Dollar ("USD"). All amounts are stated in thousands of USD ("TUSD"), unless otherwise stated.

Periods discussed prior to June 23, 2022 represent the operations of Polestar Automotive Holding Limited and its consolidated subsidiaries.

Going Concern

Polestar Group's financial statements have been prepared on a basis that assumes Polestar Group will continue as a going concern and the ordinary course of business will continue in alignment with management's 2024-2028 business plan.

Management assessed Polestar Group's ability to continue as a going concern and evaluated whether there are certain events or conditions, considered in the aggregate, that may cast substantial doubt about Polestar's ability to continue as a going concern. All information available to management, including cash flow forecasts, liquidity forecasts, and internal risk assessments, pertaining to the twelve-month period after the issuance date of these Consolidated Financial Statements was used in performing this assessment.

As a result of scaling up commercialization and continued capital expenditures related to the PS2, PS3, PS4, PS5, and PS6, managing the Company's liquidity profile and funding needs remains one of management's key priorities. If Polestar is not able to raise the necessary funds through operations, equity raises, debt financing, or other means, the Group may be required to delay, limit, reduce, or, in the worst case, terminate research and development and commercialization efforts. Since inception, Polestar Group has generated recurring net losses and negative operating and investing cash flows. Net losses for the years ended December 31, 2023, 2022, and 2021, amounted to \$1,194,831, \$477,455, and \$969,298, respectively. Negative operating cash flows for the years ended December 31, 2023, 2022, and 2021, amounted to \$2024-2028 business plan indicates that Polestar will generate negative operating cash flows in the near future and positive operating cash flows starting the second half of 2025; investing cash flows in the near future and positive operating and development activities represents an ongoing challenge for Polestar Group.

Polestar Group primarily finances its operations through short-term working capital loan arrangements with credit institutions (i.e., 12 months or less), contributions from shareholders, extended trade credit from related parties, and long-term financing arrangements with related parties. Management's 2024-2028 business plan indicates that Polestar Group depends on additional financing that is expected to be funded via a combination of new short-term working capital loan arrangements, shareholder loans with related parties, and executing capital market transactions through offerings of debt and/or equity. The timely realization of these financing endeavors is crucial for Polestar Group will need to seek additional financing through other means (e.g., issuing new shares of equity or issuing bonds). Management has no certainty that Polestar Group will be successful in securing the funds necessary to continue operating and development activities as planned.

During the year ended December 31, 2023, Polestar demonstrated efforts towards achieving liquidity targets in management's 2024-2028 business plan by:

Renegotiating the terms of its convertible credit facility with Volvo Cars to extend the principal repayment date to June 30, 2027 and achieve an additional borrowing capacity;

- · Securing long-term financing support from Geely in the form of various facilities; and
- · Entering into multiple short-term working capital loan arrangements with banking partners in China.

Polestar is party to financing instruments during the 12 months following the reporting period that contain financial covenants with which Polestar must comply. A failure to comply with such covenants may result in an event of default that could have material adverse effects on the business. Due to the factors discussed above, there is material uncertainty as to whether Polestar will be able to comply with all covenants in future periods. Remedies to an event of default include proactively applying for a covenant waiver prior to such event of default occurring.

Based on these circumstances, management reasonably expects there to be sufficient liquidity in the twelve-month period after the issuance date of these Consolidated Financial Statements in order for Polestar to meet its cash flow requirements, but there is

substantial doubt about Polestar's ability to continue as a going concern. There are ongoing efforts in place to mitigate the uncertainty. The Consolidated Financial Statements do not include any adjustments to factor for the going concern uncertainty.

Note 2 - Significant accounting policies and judgements

Adoption of new and revised standards

Effects of new and amended IFRS

The following new standards and amendments effective from January 1, 2023 were adopted by the Group for the preparation of these Consolidated Financial Statements. Management concluded the adoption of any of the below accounting pronouncements did not have a material impact on the Group's financial statements, unless otherwise noted.

In February 2021, the IASB issued amendments to IAS 1, Presentation of Financial Statements ("IAS 1") and IFRS Practice Statement 2, Making Materiality Judgements ("IFRS Practice Statement 2"), which require companies to disclose their material accounting policy information rather than their significant accounting policies and provide guidance on how to apply the concept of materiality to accounting policy disclosures. These amendments for annual periods are effective beginning on or after January 1, 2023.

In June 2020, the IASB published amendments to IFRS 4, Insurance Contracts ("IFRS 4"), which deferred the expiry date of the temporary exemption from applying IFRS 9 to annual periods beginning on or after January 1, 2023.

In June 2020, the IASB published amendments to IFRS 17, Insurance Contracts: Initial Application of IFRS 17 and IFRS 9 Comparative Information ("IFRS 17"), to address concerns and implementation challenges that were identified after IFRS 17 was published. The amendment revised the effective date to January 1, 2023 but may be applied earlier provided the entity applies IFRS 9 and IFRS 15, Revenue from Contracts with Customers ("IFRS 15") at or before the date of initial application of IFRS 17 in interim financial statements, and (4) simplifies the presentation of insurance contracts in the statement of financial position. These amendments for annual periods are effective beginning on or after January 1, 2023.

In February 2021, the IASB issued amendments to IAS 8, Accounting Policies, Changes in Accounting Estimates and Errors ("IAS 8") which clarify how companies should distinguish changes in accounting policies from changes in accounting estimates. These amendments for annual periods are effective beginning on or after January 1, 2023.

In May 2021, the IASB issued amendments to IAS 12, Income Taxes ("IAS 12"), Deferred Tax related to Assets and Liabilities Arising From a Single Transaction that clarify how companies account for deferred tax on transactions such as leases and decommissioning obligations. These amendments for annual periods are effective beginning on or after January 1, 2023.

In December 2021, the IASB issued an amendment to IFRS 17. Initial Application of IFRS 17 and IFRS 9 – Comparative Information, which provides a transition option relating to comparative information about financial assets presented on initial application of IFRS 17. The amendment is aimed at helping entities to avoid temporary accounting mismatches between financial assets and insurance contract comparative information for users of financial statements. The amendment for annual periods is effective beginning on or after January 1, 2023.

In May 2023, the IASB issued amendments to IAS 12. International Tax Reform – Pillar Two Model Rules, aimed at providing clarity regarding the application of IAS 12 to income taxes stemming from tax legislation put into effect or substantially enacted to execute the Organization for Economic Co-operation and Development (OECD)/G20 Inclusive Framework on Base Erosion and Profit Shifting (BEPS) Pillar Two model rules (Pillar Two income taxes). These amendments introduce: (i) a compulsory temporary exemption concerning the accounting treatment of deferred taxes originating from the jurisdictional enforcement of the Pillar Two income taxes due to that legislation, particularly preceding the effective date of the Pillar Two model rules. These rules are applicable for annual periods beginning on or after January 1, 2023, excluding any interim periods ending on or before December 31, 2023.

The Pillar Two model rules institute a minimum effective tax rate of 15 percent on a jurisdictional level for multinational enterprise groups and significant domestic groups with annual revenues of at least €750,000 in their consolidated financial statements for a minimum of two of the previous four fiscal years. Based on the information available to date, management does not expect any material impacts for the Group as a result of the legislation.

New and amended IFRS issued but not yet effective

Management has concluded the adoption of any of the below accounting pronouncements, that were issued but not effective for annual periods ended December 31, 2023, will not have a material impact on the Group's financial statements, unless otherwise noted.

In January 2020, the IASB published amendments to IAS 1 which clarify the presentation of liabilities as current or non-current based off the rights that are in existence at the end of the reporting period, not the expectations about an entity's exercise of certain rights to defer the settlement of a liability or other subsequent events. The amendments are applied retrospectively for annual periods beginning on or after January 1, 2024.

In September 2022, the IASB issued an amendment to IFRS 16, Leases ("IFRS 16"), which clarifies how a seller-lessee subsequently measures sale and leaseback transactions that satisfy the requirements in IFRS 15 to be accounted for as a sale. This amendment for annual periods is effective beginning on or after January 1, 2024.

In October 2022, the IASB issued an amendment to IAS 1 which clarifies how conditions with which an entity must comply within twelve months after the reporting period affect the classification of a liability. The amendment for annual periods is effective beginning on or after January 1, 2024.

In May 2023, the IASB issued amendments to IAS 7, Statement of Cash Flows ("IAS 7") and IFRS 7, Financial Instruments: Disclosures: Supplier Finance Arrangements ("IFRS 7"), to implement new disclosure requirements to improve clarity and usefulness of information provided by entities concerning supplier finance arrangements. These changes aim to help users of financial statements understand the impact of supplier finance arrangements on an entity's liabilities, cash flows, and exposure to liquidity risk. The amendments for annual periods are effective beginning on or after January 1, 2024.

In June 2023, International Sustainability Standards Board ("ISSB") issued IFRS S1, General Requirements for Disclosure of Sustainability-related Financial Information ("IFRS S1"), and IFRS S2, Climate-related Disclosures ("IFRS S2"). IFRS S1 provides the basic requirements for sustainability disclosures, which should be used with IFRS S2 as well as the future Standards the ISSB releases. IFRS S2 has been developed specifically to capture climate-related risks and opportunities disclosure requirements. These standards for annual periods are effective beginning on or after January 1, 2024.

In April 2024, the IASB issued IFRS 18, Presentation and Disclosure in Financial Statements ("IFRS 18"), which outlines the requirements for the presentation and disclosure of information in financial statements. It includes the requirement to classify income and expenses into three new categories: operating, investing, and financing. IFRS 18 will replace IAS 1 and will be effective for annual periods beginning on or after January 1, 2027.

In May 2024, the IASB issued IFRS 19, Subsidiaries without Public Accountability: Disclosures ("IFRS 19"), which specifies reduced disclosure requirements that eligible entities can apply instead of the disclosure requirements in other IFRS accounting standards. This standard for annual periods is effective beginning on or after January 1, 2027.

Presentation

In the Consolidated Statement of Financial Position, an asset is classified as a current asset when it is held primarily for the purpose of trading, is expected to be realized within twelve months of the date of the Consolidated Statement of Financial Position or consists of cash or cash equivalents, provided it is not subject to any restrictions. All other assets are classified as non-current. A liability is classified as a current liability when it is held primarily for the purpose of trading or is expected to be settled within twelve months of the date of the Consolidated Statement of Financial Position. All other liabilities are classified as non-current.

Restatement

In connection with the preparation of our consolidated financial statements as of and for the year ended December 31, 2023, management identified various misstatements in our previously issued 2021 and 2022 annual financial statements.

The prior period errors relate primarily to (i) accounting for Inventories, including the accounting treatment of certain launch costs, capitalizable expenses into inventory and valuation adjustments for internal use cars, (ii) accounting for accruals and deferrals, (iii) capitalization of expenses, (iv) other errors relating to reclassifications between financial statement captions and (v) deferred taxes and income taxes.

Management has assessed the materiality of the misstatements on the 2021 and 2022 financial statements in accordance with the SEC Staff Accounting Bulletin ("SAB") Topic 1.M, Materiality. Based on this, management concluded that the prior year financial statements should be corrected, even though such revision previously was and continues to be immaterial to the prior year financial statements. Accordingly, these misstatements have been corrected, including the previously recorded out of period adjustments, for all periods presented by revising the accompanying consolidated financial statements.

The accompanying notes to the consolidated financial statements reflect the impact of this revision. Refer to Note 31 - Restatement of prior period financial statements for reconciliations between originally reported and as revised annual amounts.

Basis of consolidation

The consolidated accounts include the Parent company and all subsidiaries over which the Parent, either directly or indirectly, exercises control. The Parent controls an entity when the Parent is exposed to, or has rights to, variable returns from its involvement with the entity, has the ability to affect those returns through its power over the entity, and if it has power over decisions which affect investor returns (i.e., voting or other rights). All subsidiaries are fully consolidated from the date on which control is transferred to the Parent. They are deconsolidated from the date that control ceases. All inter-group assets and liabilities, equity, income, expenses and cash flows relating to transactions between members of the Group are eliminated upon consolidation. As of December 31, 2023, 2022 and 2021, the Parent had thirty-three fully consolidated subsidiaries, respectively. Additionally, the Group has an equity method investment in Polestar Technology (Shaoxing) Co., Ltd ("Polestar Technology"), where Polestar owns 49% of the Company's equity and 40% of the voting interest on Polestar Technology's Board of Directors.

Foreign currency

In preparing the financial statements of the Group, transactions in currencies other than the entity's functional currency (i.e., foreign currencies) are recognized at the rates of exchange prevailing on the dates of the transactions. At each reporting date, assets and liabilities denominated in a foreign currency are translated to the functional currency using the closing exchange rate and items of income and expense are translated at the monthly average exchange rate. Foreign currency gains and losses arising from translation differences are recognized in the Consolidated Statement of Loss and Comprehensive Loss.

For more information about currency risk, see Note 3 - Financial risk management.

Accounting policies

Use of estimates and judgements

The preparation of these Consolidated Financial Statements, in accordance with IFRS, requires management to make judgements, estimates, and assumptions that affect the application of the Group's accounting policies, the reported amount of assets, liabilities, revenues, expenses, and other related financial items. Management reviews its estimates and assumptions on a continuous basis; changes in accounting estimates are recognized in the period in which the group considers to have a significant impact upon the financial statements are set out below and the corresponding impacts can be seen in the following notes:

- Revenue recognition The expected cost plus a margin method is used for determining the transaction price of performance obligations included with sales of vehicles and the delivery of the vehicle itself. The Company transitioned from the residual method to the expected cost plus a margin method, effective from the fourth quarter of the year ended December 31, 2023. Polestar determines the expected cost plus a margin by factoring internal cost data captured from the inventory net realizable value. This information is supported by vehicle sales data from the past four consecutive years. Polestar also offers volume related discounts to fleet customers which impacts its estimation of the consideration it will be entitled to in exchange for the delivery of vehicles. Sales of vehicles with repurchase obligations are accounted for as operating leases and the related revenue is recorded as lease income. *Note 4 Revenue*.
- Intangible assets Polestar conducts various internal development projects which are divided into the concept phase and product development phase. Once a project reaches the product development phase, internally developed intellectual property is capitalized in intangible assets. Polestar conducts an analysis to estimate the useful life for internally developed intellectual property, acquired intellectual property, and software at the point in time when they are capitalized in intangible assets. refer to Note 15 Intangible assets and goodwill.
- Impairment of intangible assets and goodwill Polestar conducts routine evaluations of its intangible assets and goodwill for evidence of impairment indicators. At least annually and when impairment indicators exist, Polestar conducts an impairment test at the cash generating unit ("CGU") level. Polestar Group has 4 CGUs. refer to Note 15 Intangible assets and goodwill.
- A CGU is defined as the smallest identifiable group of assets that generates largely independent cash inflows. Determining the number of CGUs and composition of each CGU requires judgments to be made about the interdependence of Polestar's capital intensive (i.e., Property, plant, and equipment and Intangible assets) and working capital assets related to cash flow generation.
- Polestar conducts routine evaluations of its investment in associates to determine if there is objective evidence that the investment is impaired. Polestar will recognize an impairment loss when there is objective evidence of impairment as a result of events that have a negative impact on the estimated future cash flows generated by Polestar's investment in its associates refer to *Note 10 Investment in associates*.
- Impairment of inventory Polestar conducts routine evaluations of its inventories to ensure that the carrying value of inventories does not exceed net realizable value ("NRV"). NRV is based on the estimated selling price
 of inventories less, estimated costs of completion. If the carrying value of inventories exceeds NRV, the surplus is recognized within Cost of sales, writing down the value of inventories to establish a new cost basis.
 Polestar conducts routine analyses to determine if estimates (e.g., estimated selling prices and estimated costs) used in the NRV calculation require changes and if additional impairment adjustments to inventories are
 required.
- Valuation of loss carry-forwards The recognition of deferred tax assets requires estimates to be made about the level of future taxable income and the timing of recovery of deferred tax assets, taking into account the relevant tax jurisdictions refer to Note 13 Income tax benefit (expense).
- Valuation of the financial liability for the Class C-1 Shares and Class C-2 Shares (collectively, "Class C Shares") Class C-1 Shares are publicly traded on the NASDAQ (i.e., an active market). Class C-2 Shares are derivative financial instruments that are carried at fair value through profit and loss. Quoted or observable prices for these financial instruments are not available in active markets, requiring Polestar to estimate the fair value of the instruments each period utilizing certain valuation techniques refer to Note 18 Reverse recapitalization.
- Valuation of the financial liability for the Former Parent's contingent Earn-out rights The contingent Earn-out rights are derivative financial instruments that are carried at fair value through profit and loss. Quoted or
 observable prices for these financial instruments are not available in active markets, requiring Polestar to estimate the fair value of the instruments each period utilizing certain valuation techniques refer to Note 18 Reverse recapitalization.

Actual results could differ materially from those estimates using different assumptions or under different conditions.

Cash and cash equivalents

Cash consists of cash in banks with an original term of three months or less. All highly-liquid, short-term investments that are readily convertible to known amounts of cash and subject to an insignificant risk of changes in value are classified as cash equivalents and presented as such in the Consolidated Statement of Cash Flows.

Marketable securities

Marketable securities are financial instruments with maturities less than one year when acquired that can quickly be converted into cash. Polestar's marketable securities consist of short-term money market funds (i.e., time deposits in banks). As of December 31, 2023 and 2022, the Group had no marketable securities.

Restricted cash

Restricted cash are Cash and cash equivalents held by Polestar for specified use which are unavailable to the overall Group for general, operational purposes. As of December 31, 2023 the Group had restricted cash of \$1,834 which is presented as Other non-current assets in the Consolidated Statement of Financial Position. As of December 31, 2022 the Group did not have any restricted cash.

Government grants

The Group's subsidiaries based in the People's Republic of China received government grants which were conditioned to be used for production related costs and grants for non-specified purposes. The Group's subsidiary based in the UK received government grants conditioned to be used for product development activities. Neither of these grants are tied to the future trends or performance of the Group and are not required to be refunded under any circumstance. For grants received related to assets the Group deducts the grant from the carrying value of the asset. The grant is then recognized in profit and loss over the life of the depreciable asset as a reduction of the depreciable asset as a reduction of the depreciable asset as a force and \$3,745, respectively.

The Group's subsidiary based in Ireland received government grants related to incentivizing the use of zero emission vehicles. The incentive is given by the Sustainable Energy Authority of Ireland (SEAI) to support the switch to zero emission vehicles in Ireland. The Group's subsidiary based in Sweden received government grants related to incentivizing innovation and sustainable growth. This incentive is given by Vinnova - Sweden's innovation agency. Receipt of such grants is either reported as a deduction to the related expense or as Other operating income, depending on the nature of the grant received. The amount of government grants received as of December 31, 2023, 2022 and 2021 was \$1,402, \$59 and \$309, respectively.

Revenue recognition

Revenue from contracts with customers is measured at an amount that reflects the consideration to which the Group expects to be entitled in exchange for those goods or services. In determining the transaction price, the Group evaluates whether the contract includes other promises that constitute a separate performance obligation to which a portion of the transaction price needs to be allocated. When consideration in a contract includes variable amounts, the Group estimates the consideration to which Polestar will be entitled in exchange for transferring goods to the customer, using either the expected value method or the most likely amount method. The Group makes judgements related to potential returns, liabilities to customers related to performance obligations and potential sales discounts when considering Revenue.

For contracts that contain more than one performance obligation. Polestar Group allocates the transaction price to each performance obligation on a relative standalone selling price basis. The standalone selling price of the distinct good or service underlying each performance obligation is determined at contract inception. It represents the price at which Polestar Group would sell a promised good or service separately to a customer. If a standalone selling price is not directly observable, Polestar Group instead estimates it, using appropriate data that reflects the amount of consideration to which the Group expects to be entitled in exchange for transferring the promised goods or services to the customer.

Polestar Group disaggregates Revenue by major category based on what it believes are the primary economic factors that may impact the nature, amount, timing, and uncertainty of Revenue and cash flows from customer contracts. Sales of vehicles

Revenue from the sales of vehicles includes sales of the Group's vehicles as well as related accessories and services. Revenue is recognized when the customer obtains control of delivered goods or services, and thus has the ability to direct the use of, and obtain the benefits from, the goods or services. Polestar Group includes various services and maintenance (i.e., extended service) offers with the sale of each vehicle for a period of time specified in the contract.

Polestar Group also provides connected services, including access to the internet and over-the-air software and performance updates, which provide Polestar's customers new features and improvements to existing vehicle functionality. Although Polestar's connected services improve the in-vehicle experience, it is not required when driving a Polestar vehicle.

These services and maintenance and connected services are considered stand-ready obligations as Polestar cannot determine (1) when a customer will access a service, or (2) the quantity of a service the customer will require (i.e., delivery is within control of the customer). Polestar uses an expected cost plus a margin method for estimating the transaction price for these stand-ready obligations as this is determined to be the most suitable method for estimating stand-alone selling price for performance obligations other than the vehicle. These services are available throughout the automotive industry, there is public information that is readily accessible, and there is a stable market and cost structure to determine the appropriate inputs to the cost-plus margin calculation. The related performance obligations are satisfied in accordance with the terms of each service, and revenue is deferred arevenue is presented as Current and Non-current liabilities, since the customers' payments are made before the services are transferred.

Polestar recognizes revenue related to the extended services on a straight-line basis over the 3-year period following initial recognition, consistent with the terms of the contractually offered services. Polestar recognizes revenue related to connected services on a straight-line basis over the 8-year period following initial recognition, consistent with the expected utilization of the services.

The stand-alone selling price associated with the delivery of the vehicle is determined using an expected cost plus a margin method. Historically, Polestar used the residual method to determine the stand-alone selling price associated with the delivery of the vehicle. Effective from the fourth quarter of the year ended December 31, 2023, the Company transitioned from the residual method to the expected cost plus a margin method. Polestar transitioned away from the residual method as a result of new information leading to the refining of estimation techniques to provide a more relevant and appropriate estimate. Due to more experience, arising from four consecutive years of car sales and the availability of more accurate data, we have determined that the expected cost plus a margin method. This change has been accounted for prospectively as a change in accounting estimate in accordance with IAS 8. The effect of this change in estimate when recalculating revenue and deferred revenue under the new approach is immaterial. The

transaction price allocated to the delivery of the vehicle is recognized at a point in time on the delivery date. Polestar has continued to evaluate and monitor the number of observable inputs available for use in estimating the stand-alone selling price of its vehicles.

Vehicles were historically only sold to individuals (end customers), fleet customers, financial service providers, and dealers. During the year ended December 31, 2022, Polestar began selling to importers as well. Importer markets exist where the Group does not have its own direct sales unit, so a third party imports Polestar vehicles and sells them to end users.

Since commercialization of Polestar vehicles commenced in the third quarter of 2020, the Group has not recognized a significant number of customer returns, and therefore has not accrued any obligations for returns, refunds, or other similar obligations for the years ended December 31, 2023 and 2022. Further, contracts with importers specify that the importer does not have the right to return vehicles.

As part of certain dealer contracts, Polestar provides a residual value guarantee ("RVG"). The RVG does not affect the customer's control of the vehicle (i.e., the customer is not constrained in its ability to direct the use of, and obtain substantially all of the benefits from, the vehicle), but it does impact the transaction price as the guarantee effectively reduces the compensation to which Polestar is entitled. Polestar evaluates variables such as recent car auction values, future price deterioration due to expected changes in market conditions, vehicle quality data, and repair and recondition costs to determine the amount of the residual value. Polestar pays the difference between the determined residual value and the contracted residual value up-front, in cash, and accounts for it under IFRS 15 as a direct reduction to the transaction price. Polestar will continue to evaluate its method for recognizing RVGs and amend how it accounts for them, if necessary.

There are no significant payment terms for end customers, fleet customers, financial service providers, dealers or importers as payment is due on or near the date of invoice. Consideration received by fleet customers is variable in nature as the customer can receive volume related discounts, which are annual rebates based on the number of vehicles ordered throughout the year. There is no variability in consideration received from importers as they are charged a fixed price per vehicle. There is no significant variability in consideration received from other customers.

Sales of software and performance engineered kits

Revenue from the sales of software is related to intellectual property licensed to Volvo Cars under which Volvo Cars obtained rights to provide software upgrades to their customers' vehicle computer systems in exchange for salesbased royalties to Polestar Group. Software upgrades are downloaded and installed at Volvo Cars' dealerships at a point in time. The Group's performance obligation is satisfied at the point in time the Group transfers the licensed knowhow to Volvo Cars, which is when Volvo Cars obtains control of the intellectual property and has the ability to direct the use of, and obtain the benefits from, the license. The Group recognizes license revenue from sales-based royalties in the period in which Volvo Cars' sales of software occur.

Revenue from the sales of performance engineered kits is related to intellectual property licensed to Volvo Cars under which Volvo Cars obtained rights to provide optimizations and enhancements to their customers' vehicles in exchange for sales-based royalities to Polestar Group. Performance engineered kits are installed at Volvo Cars manufacturing plants as part of Volvo Cars' normal manufacturing processes. The Group's performance obligation is satisfied at the point in time the Group transfers the licensed know-how to Volvo Cars, which is when Volvo Cars obtains control of the intellectual property and has the ability to direct the use of, and obtain the benefits from, the license. The Group recognizes license revenue from sales-based royalties in the period in which Volvo Cars' sales of vehicles with the performance engineered kits occur.

There are no significant payment terms as payment is due near the date of invoice.

Sales of carbon credits

Revenue from the sale of carbon credits is recognized when the performance obligation is satisfied and when the customer, an original equipment manufacturer ("OEM"), obtains control of the carbon credits and has the ability to direct the use of, and obtain the benefits from, the carbon credits transferred.

In certain jurisdictions, Polestar is unable to independently sell the carbon credits allocated to its vehicles due to the fact that the vehicles were not physically manufactured by Polestar. In this case, the legal manufacturer remits the full compensation received for the credit sold to Polestar where the legal manufacturer acts as a "pass through." The compensation received for these carbon credits is recognized within Other income on the Consolidated Statement of Loss and Comprehensive Loss.

There are no significant payment terms as payment is due near the date of invoice.

Vehicle leasing revenue

During the years ended December 31, 2023 and December 31, 2022, Polestar Group entered into operating lease arrangements that mainly relate to vehicles sold with repurchase obligations. The Group entered into transactions to sell vehicles under which the Group maintains the right or obligation to repurchase the vehicles from the customer in the future (i.e., a forward or call option). The Group accounts for such arrangements as operating leases and records revenue from the sale of related vehicles as lease income.

Operating leases are initially measured at cost and depreciated on a straight-line basis over the lease term to the estimated residual value. Incremental direct costs incurred in connection with the acquisition of operating lease contracts are capitalized and also amortized on a straight-line basis over the lease term. In the Consolidated Statement of Financial Position, such operating leases are presented as Vehicles under operating leases and recognized as non-current assets. Vehicle leasing revenue is recognized on a straight-line basis over the lease term. For sales of vehicles with repurchase obligations that are accounted for as operating leases, the entire amount due to Polestar is paid up-front at contract inception. Deferred revenue is recorded for the difference between the cash received from the sale of the vehicle and the vehicle's repurchase value, where the associated liability is recorded in Other current liabilities in the Consolidated Statement of Financial Position.

Other revenue

Other revenue consists of revenue generated through the Group's sale of research and development services and intellectual property licensed to Volvo Cars under which Volvo Cars obtained rights to source and sell parts and accessories for the Group's vehicles to customers in exchange for sales-based royalties to Polestar Group. Other revenue also includes the sale of technology to other related parties.

The performance obligation related to the sale of research and development services is satisfied over time as Polestar maintains an enforceable right to payment as costs are incurred and services are provided. As such, revenue from the sale of research and development services is recognized over time.

The performance obligation related to intellectual property licensed to Volvo Cars is satisfied at the point in time the Group transfers the licensed know-how to Volvo Cars and therefore has the ability to direct the use of, and obtain the benefits from, the license. The Group recognizes license revenue from sales-based royalties in the period in which Volvo Cars' sales of parts and accessories occur.

The performance obligation related to the sales of technology to other related parties is satisfied at the point in time the Group transfers the Intellectual property to the related party

There are no significant payment terms as payment is due near the date of invoice.

Contract liabilities

Contract liabilities to customers are obligations related to contracts with customers and are recognized when Polestar Group is obligated to transfer goods or services. Contract liabilities to customers include sales generated obligations, deferred revenue from service contracts (i.e., services to be performed) and operating leases, and Connected Services related to the Polestar 1 ("PS1") and Polestar 2 ("PS2").

As the Group satisfies its performance obligations, revenue is recognized, and the contract liability is reduced. As stated above, delivery of services and maintenance is within the customer's control. Accordingly, the Group expects to recognize revenue related to such services contract liabilities over the 3-year period following initial recognition, consistent with the terms of the contractually offered services. Related to connected services, the Group expects to recognize revenue over the 8-year period following initial recognition, of the services. In the case of volume related discounts that are triggered over time, a short-term contract liability will also be recognized as payment is due within a twelve-month period, in line with contractual payment terms. For deferred revenue generated through operating leases, the Group expects to recognize revenue on a straight-line basis, consistent with the terms of the contract.

Cost of sales

For the years ended December 31, 2023, 2022 and 2021, Cost of sales amounted to \$2,791,643, \$2,343,302, and \$1,336,688, respectively. Costs of sales are related to the sales of vehicles and related accessories and services, which primarily consists of contract manufacturing costs, depreciation related to PPE and right-of-use assets, amortization of intangible assets related to manufacturing engineering, warehousing and transportation costs for inventory, customs duties, and charges to write down the carrying value of inventory when it exceeds the estimated net realizable value. Sales of software and performance engineered kits and other revenue are related to items which were originally developed with the intent of internal use, not with the intent to sell. As such, all costs were appropriately capitalized or expensed as described in *Accounting policies – Intangible assets and goodwill – Internally developed IP*.

Employee benefits

Polestar Group compensates its employees through short-term employee benefits, other long-term benefits, and post-employment benefits. Generally, an employee benefit is recognized in accordance with IAS 19, when an employee has provided service in exchange for employee benefits to be paid in the future or when Polestar Group is contractually committed to providing a benefit without a realistic probability of withdrawal from its commitment.

Short-term employee benefits

Short-term employee benefits consist of wages, salaries, social benefit costs, paid annual leave and paid sick leave, and bonuses that are expected to be settled within twelve months of the reporting period in which services are rendered. Short-term employee benefits are recognized at the undiscounted amounts expected to be paid when the liabilities are settled and presented within Current provisions and Other current liabilities in the Consolidated Statement of Financial Position.

Short-term employee benefits include Polestar Group's Annual Bonus Program (the "Polestar Bonus"), which is a cash-settled short-term incentive program for all permanent employees in all countries. The bonus is based on certain key performance indicators ("KPIs"). Bonuses are expressed as a percentage of employees' annual base salaries and the target bonus varies by employee location and level. The program runs during the calendar year and bonus pay-out is made on a pro-rata basis based on employment during the year. Employees need to have joined the organization as of December 1st of the year in order to be eligible for the program. An estimate of the expected costs of the program are calculated and recognized at the end of each reporting period.

Other long-term benefits

The annual Long Term Variable Pay Program ("LTVP") is a cash-settled incentive program for certain key management personnel that is based on (1) valuation of Volvo Cars after a three year period (i.e., the vesting period) and (2) Volvo Car's achievement of certain profit and Revenue growth metrics. The LTVP program was instituted at Polestar Group to incentivize key management personnel who transferred employment from Volvo Cars to Polestar Group. Payouts are based on a synthetic share price derived from an independent third-party valuation that is calculated using a discounted cash flow analysis of Volvo Cars and a market analysis of peer companies. Depending on the employee's position, they are eligible to receive an award equivalent to a certain procentage of their annual base salary that is capped at a 300% ceiling. Employees must remain employed to be eligible to receive the award. The fair value of the LTVP is recognized on the annual grant date, subsequently remeasured at the end of reach reporting date, and presented within Current and non-current provisions in the Consolidated Statement of Financial Position.

Post-employment benefits



Polestar Group's post-employment benefits are comprised of defined contribution pension plans and the Swedish defined benefit pension ("ITP 2") that is managed by the mutual insurance company Alecta.

For defined contribution plans, premiums are paid to a separate legal entity that manages pension plans on behalf of various employers. There is no legal obligation to pay additional contributions if this legal entity does not hold sufficient assets to pay all employee benefits. Contributions payable are recognized in the reporting period in which services are rendered and presented within Current and non-current provisions in the Consolidated Statement of Financial Position. Contribution rates are unique to each employee.

Polestar Group's only defined benefit plan is the ITP 2 plan in Sweden. This plan is accounted for as a multi-employer defined contribution plan under IAS 19 because Alecta does not distribute sufficient information that enables employers to identify their share of the underlying financial position and performance of ITP 2. This treatment is specific to companies operating in Sweden under the guidance discussed in the Swedish Financial Reporting Board pronouncement UFR 10, Accounting for the pension plan ITP 2 financed through an insurance in Alecta, and IAS 19.32–39, Multi-employer plans. The premiums for retirement pensions and survivor's pensions are calculated individually and are based on salary, previously earned pension benefits, and expected remaining years of service, among other factors. Premiums of \$4,532 are estimated to be paid to Alecta for the year ended December 31, 2023 related to ITP 2.

Polestar Group's share of the total savings premiums for ITP 2 in Alecta for the years ended December 31, 2023, 2022 and 2021, amounted to 0.31903%, 0.20597%, and 0.13056%, respectively. Further, Polestar Group's share of the total number of active policy holders as of December 31, 2023, 2022 and 2021, amounted to 0.08470%, 0.07340%, and 0.04485%, respectively. The collective consolidation level comprises the market value of Alecta's asset as a percentage of the insurance obligations calculated in accordance with Alecta's actuarial methods and assumptions. The collective funding ratio is normally allowed to vary between 125% and 175%. If the consolidation level falls below 125% or exceeds 175%, measures are taken to increase the contract price for new subscriptions and to expand exiting benefits or introduce premium reductions. As of December 31, 2023, 2022 and 2021, Alecta's surplus of consolidation level amounted to 158%, 172%, and 172%, respectively.

Share-based payments

Share-based payments qualify as either cash-settled or equity-settled transactions, depending on the nature of their settlement terms. When the participant has the option for cash or equity settlement, the awards are classified as a compound financial instrument consisting of an equity and a financial liability component. When the Group has the option for cash or equity settlement, the awards are classified as equity-settled unless the Group has the obligation to settle in cash (i.e., the award provides the participant with a put option to the Group).

Cash settled share-based payment awards are recognized as a financial liability at their fair value on the date of grant and remeasured at each reporting date until the date of settlement, with changes in fair value recognized in profit and loss. Equity-settled share-based payment awards are recognized in equity using the fair value as of the date of grant and not remeasured thereafter. The expense associated with share-based payment is recognized over the period in which services are provided by the participant, immediately if services are deemed to have already been provided by the participant, provided and the participant value expenses are recorded in the functional cost category of the Consolidated Statement of Loss and Comprehensive Loss that corresponds with the nature of the services provided.

As of December 31, 2023 the Group had granted quity settled share-based payments to the Executive Management Team ("EMT") (i.e., CEO, CFO, and COO¹), and other key management members in the form of restricted stock units ("RSU"), and performance stock units ("PSU") through the 2022 Omnibus Incentive Plan. As of December 31, 2022, the Group granted equity settled share-based payments to the form of free shares, restricted stock units ("RSU"), and performance stock units ("PSU") through the 2022 Omnibus Incentive Plan. During 2022, the Group also granted equity settled share-based payments in exchange for certain marketing services through November 1, 2023 and the service of a public listing of the Group on the Nasdad through the merger with GGI. Refer to *Note 18 - Reverse recapitalization* for detail on the merger with GGI. Refer to *Note 8 - Share-based payment* for more detail on the 2022 Omnibus Incentive Plan and marketing service agreement.

Leases

Polestar as lessee

At inception of a contract, the Group assesses whether the contract is or contains a lease. In determining the lease term, management considers all relevant facts and circumstances related to exercising an extension option or not exercising a termination option. Such options are only included in the lease term if the extension option or termination option is reasonably certain to be exercised or not exercised, respectively. If circumstances surrounding the Group's decision related to extension and termination options change, the Group reassesses the term of the lease accordingly. As of December 31, 2023 and 2022, no material lease extension options existed.

At the lease commencement date, a Right of Use ("ROU") asset and a lease liability are recognized on the Consolidated Statement of Financial Position with respect to all lease arrangements in which the Group is a lessee. The lease liability is initially measured at an amount equal to the present value of the future lease payments under the lease contract, discounted by the rate implicit in the lease. If this rate cannot be readily determined, the Group uses its incremental borrowing rate. Lease payments included in the measurement of the lease liability comprise in-substance fixed payments, among other fixed lease payments, and variable lease payments that depend on an index or a rate, the exercise price of purchase options of if the lesse is reasonably certain to exercise the options), and payments for terminating the lease (if the lease term reflects the exercise of an option to terminate the lease). The practical expedient of including non-lease components in the measurement of the lease liability or all asset classes is applied.

The ROU asset is initially measured at cost, which is comprised of the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, and the estimate of costs to dismantle and remove the underlying asset or the site

¹ From August 31, 2023 there is no longer a Chief Operating Officer, "COO", in the EMT.

on which it is located, less any lease incentives received. The asset is subsequently depreciated on a straight-line basis from the commencement date to the earlier of the end of the useful life of the underlying asset or the end of the lease term, except ROU assets that are used in the manufacturing of vehicles, which are depreciated on a production basis and capitalized into inventory. For more information regarding amortization of the ROU asset, refer to *Note 12 - Leases*. The ROU asset is reduced by impairment losses, if any, and adjusted for certain remeasurements of the lease liability.

The Group elected the practical expedient to account for leases with lease terms which end within twelve months of the initial date of application as a short-term lease. The Group also elected the practical expedient to not recognize a ROU asset and lease liability for short-term and low-value leases. Low value assets are defined as asset classes that are typically of low value, for example, small IT equipment (cellphones, laptops, computers, printers) and office furniture. Payments associated with short-term leases and leases of low-value assets are recognized on a straight-line basis as an expense over the lease term in the Consolidated Statement of Loss and Comprehensive Loss.

On the Consolidated Statement of Financial Position, the lease liabilities are presented within Interest-bearing current liabilities and Other non-current interest-bearing liabilities in the Consolidated Statement of Financial Position. In the Consolidated Statement of Loss and Comprehensive Loss, depreciation expense of the ROU assets is presented on the same line item(s) as similar items of PPE. The interest expense on the lease liability is presented as part of finance acepterse. In the Consolidated Statement of Cash Flows, amortization of the lease liability is presented as a cash flow from financing activities. Payments of interest, short-term leases and leases of low value are presented as cash flows from operating activities.

The Group has certain leases stemming from contract manufacturing agreements related to the production of Polestar vehicles. These agreements are associated with unique type bound tooling and equipment ("PS Unique Tools") used in the production of Polestar vehicles at certain suppliers and vendors. The PS Unique Tools are suited specifically for Polestar vehicles and Polestar has the right to direct the use of the related assets. The production of Polestar vehicles 100% of these assets' capacity; as such, the PS Unique Tools are also recognized as ROU assets by the Group from the day production starts.

Sale leaseback transactions

The Group enters into transactions to sell vehicles concurrent with agreements to lease the same vehicles back for a period of six to twelve months. At the end of the rental period, Polestar is obligated to repurchase the car. Due to this repurchase obligation, this transaction is accounted for as a financial liability. Accordingly, the Group does not record a sale of these vehicles for accounting purposes and depreciates the assets over their useful lives. *Polestar as lessor*

In the Consolidated Statement of Financial Position, vehicles associated with the Group's operating leases are recognized as non-current assets and presented as Vehicles under operating leases. The vehicles are initially measured at cost and depreciated on a straight-line basis over their respective lease term to their estimated residual value. Incremental direct costs incurred in connection with the acquisition of lease contracts are capitalized and amortized on a straight-line method over the lease term. Liabilities related to repurchase obligations are recognized as other non-current and current liabilities. Following repurchase by Polestar, the vehicles are reclassified to Inventories.

Finance income and expense

Finance income and expense represent items outside the Group's core business. These items are presented separately from Operating loss and include net foreign exchange rate gains (losses) on financial activities, interest income on bank deposits, other finance income, expenses to credit facilities, interest expense, and other finance expenses.

Income tax benefit (expense)

Polestar Group's Income tax benefit (expense) consists of current tax and deferred tax. Taxes are recognized in the Consolidated Statement of Loss and Comprehensive Loss, except when the underlying transaction is recognized directly in equity, whereupon related taxation is also recognized in equity.

Current tax is tax that must be paid or will be received for the current year. Current tax also includes adjustments to current tax attributable to previous periods. Deferred tax is calculated according to the balance sheet method for all temporary differences, with the exception of book goodwill in excess of tax goodwill recorded in purchase accounting, which arises between the tax value and the carrying amount of assets and liabilities.

Deferred tax assets and liabilities are measured at the nominal amount and at the tax rates that are expected to be applied when the asset is realized or the liability is settled, using the tax rates and tax rules that have been enacted or substantively enacted at the date of the Consolidated Statement of Financial Position.

Deferred tax assets relating to deductible temporary differences and loss carry forwards are recognized to the extent it is probable that they will be utilized in the future. Deferred tax assets and deferred tax liabilities are offset when they are attributable to the same taxation authority on either the same taxable entity or different taxable entities where there is an intention to settle the balances on a net basis and the affected company has a legally adopted right to offset tax assets against tax liabilities.

The recognition of Deferred tax assets requires assumptions to be made about the level of future taxable income and the timing of recovery of Deferred tax assets. These assumptions take into consideration forecasted taxable income by relevant tax jurisdiction. The measurement of Deferred tax assets is subject to uncertainty and the actual result may diverge from judgements due to future changes in projected earnings by the company, business climate, and changes to tax laws. Unrecognized Deferred tax assets are reassessed at each reporting date and recognized to the extent that it has become probable that future taxable profits will be available against which they can be used. If needed, the carrying amount of the Deferred tax asset will be altered.

The assessment of the potential exposure to Pillar Two income taxes is based on the Group's consolidated financial statements for the current year. Based on the assessment performed, the transitional safe harbor relief applies for most jurisdictions and in the few

jurisdictions where this relief does not apply, the full ETR calculation results in an effective tax rate above 15%. Management is not currently aware of any circumstances under which this might change. Therefore, the Group does not expect a potential exposure to Pillar Two top-up taxes.

Earnings per share

Basic earnings per share is calculated by dividing the net loss for the period by the weighted average number of Class A Shares and Class B Shares outstanding during the period. Diluted earnings per share is calculated by adjusting the net income for the period and the weighted average number of Class A Shares and Class B Shares outstanding for the effect of dilutive potential ordinary shares ("POSs") outstanding during the period (i.e., Class A Shares and/or Class B Shares that the Group is obligated to issue, or might issue under certain circumstances, in accordance with various contractual arrangements). The Group's POSs are classified based on the nature of their instrument or arrangement and then the earnings per incremental share ("EPIS") is calculated for each class of POS to determine if they are dilutive or anti-dilutive. Anti-dilutive POSs are excluded from the calculation of dilutive entry period. Diversion of the class of POS for the class of POS to determine a termine of the class of POS is calculated as (1) the consequential effect on profit or loss from the assumed conversion of the class of POS and their related EPIS denominator adjustment). The EPIS denominator adjustment depends on the class of POS. The Group's classes of POSs and their related EPIS denominator adjustment methods are as follows:

POS Class	EPIS Denominator Adjustment Method
Unvested equity-settled RSUs	Treasury share ¹
Class C Shares	Treasury share
Earn-out Rights and PSUs	The number of shares issuable if the reporting date were the end of the contingency period
Convertible Notes	The number of shares issued assuming conversion occurred at the beginning of the reporting period
Convertible Credit Facilities with Volvo Cars and Geely	If the instrument is converted, the number of shares issued on the date of the conversion

1 - The treasury share method prescribed by IAS 33, Earnings Per Share ("IAS 33"), includes only the bonus element as the EPIS denominator adjustment. The bonus element is the difference between the number of ordinary shares that would be issued at the exercise of the options and the number of ordinary shares deemed to be repurchased at the average market price.

Intangible assets and goodwill

An intangible asset is recognized when it is identifiable, Polestar Group controls the asset, and it is expected to generate future economic benefits. Intangible assets have either finite or indefinite lives. Finite lived intangible assets are patents, intellectual property ("IP"), both acquired and internally developed, and software. Indefinite lived intangible assets are Goodwill and Trademarks.

Intangible assets are measured at acquisition or internal development cost, less accumulated amortization and, as applicable, impairment loss. Intangible assets with finite lives are amortized on a straight-line basis. The Group makes estimates and judgements related to expected usage of intangible assets in accordance with management's 2024-2028 business plan, product life cycles, technological obsolescence, developments, and advancements specific to the battery electric vehicle industry. Management estimates the useful life of intangible assets by taking into account judgements on how the Group plans to utilize such intangibles in accordance with business plan and any related rights. The useful lives of intangible assets with indefinite useful lives, goodwill and trademarks, are assessed annually to determine whether the indefinite designation continues to be appropriate. Intangible assets with indefinite useful lives are to impairment occurs.

Manufacturing engineering

Polestar Group has entered into agreements with Volvo Cars Group ("Volvo Cars") and Zhejiang Geely Holding Group Company Limited ("Geely"), related parties regarding manufacturing engineering for the development of Polestar's vehicles. Amortization of manufacturing engineering is capitalized into inventory on a production basis. Acouired IP

Polestar Group has entered into agreements with Volvo Cars and Geely, a related party, regarding patent rights, the development of technology for both upgrades of existing models and upcoming models. The technology can be either Polestar unique or commonly shared. In both cases, Polestar Group is in control of the developed product, either through a license or through ownership of the IP.

Acquired IP are finite-lived intangible assets which are amortized once the acquired IP is ready for its intended use, over their estimated useful lives for 3-7 years. The remaining useful life of acquired IP is between 1-6 years. During the fourth quarter of the year ended December 31, 2023, Polestar changed how it amortized is acquired IP related to the PS2. Historically, amortization of acquired IP related to the PS1 and PS2 was included in Research and development expenses as it represented foundational IP that was leveraged across multiple vehicle models. However, in the fourth quarter of the year ended December 31, 2023, there was a change where the acquired IP related to the PS2 was no longer amortized into Research and development expenses and was instead capitalized into inventory. The change occurred due to changes in the way the PS2 acquired IP will be used in Polestar's other vehicle models. As a result, there was a change in estimate related to the method of depreciation used for the acquired IP form the straight-line method to the units of production method. Because of this change in use, it is more appropriate to use the units of production method. Because of these changes is a decrease in Research and development expenses of \$12,485 and an increase to Inventories of \$3,402.



Amortization of acquired IP related to the PS1 terminated in connection with the end of PS1 production as planned as of December 31, 2021. All PS1 assets have been fully amortized.

Internally developed IP

Internally developed IP are finite-lived intangible assets which are amortized over their estimated useful lives for 3-7 years. Amortization of internally developed IP is included in Research and development expenses and commences when the internally developed IP is ready for its intended use.

During the fourth quarter of the year ended December 31, 2023, Polestar changed how it amortized its internally developed IP related to the PS2. Historically, amortization of internally developed IP related to the PS1 and PS2 was included in Research and development expenses as it represented foundational IP that was leveraged across multiple functions of the Group. However, in the fourth quarter of the year ended December 31, 2023, there was a change where the internally developed IP related to the PS2 was no longer amortized into Research and development expenses and was instead capitalized into inventory. As a result, there was a change in estimate related to the method of depreciation used for the acquired IP from the straight-line method to the units of production method. Because of this change in use, it is more appropriate to use the units of production method over the remaining life-time units to be produced. This provides an accurate estimate of the per-unit cost attributable to the acquired IP. The impact of these changes is immaterial.

Polestar Group's research and development activities are divided into a concept phase and a product development phase. Costs related to the concept phase are expensed in the period incurred, whereas costs related to the product development phase are capitalized upon the commencement of product development. Each phase is identified by work plans, budgeted, and tracked internally by research and development personnel.

Costs incurred in the concept phase are expensed as incurred when (1) the Group is conducting research activities such as obtaining new knowledge, formulating a project concept, and searching for components to support the project (e.g., materials, devices, and processes) and (2) the Group cannot yet demonstrate that an intangible asset exists that will generate probable future economic benefits.

Costs incurred in the product development phase are capitalized when (1) the Group is conducting development activities such as designing, constructing, and testing pre-production prototypes, tools, systems, and processes, (2) technical feasibility of completing the intangible asset exists, (3) resources required to complete the intangible asset are available to the Group, (4) the Group intends and has the ability to use or sell the intangible asset to generate future economic benefits, and (5) related expenditures can be reliably measured.

Research and development expense recognized for the years ended December 31, 2023, 2022 and 2021, amounted to \$158,406, \$174,916, and \$234,019, respectively. Research and development expense for the years ended December 31, 2023 and 2022 was substantially related to PS2 technology. Research and development expense recognized for the year ended December 31, 2021 was substantially related to the amortization of PS1 technology with some amortization related to PS2 technology.

Software

Software is a finite-lived intangible asset which is amortized over its estimated useful life of 3-8 years. Amortization of software is included in Research and development expense and/or Selling, general and administrative expense depending on the way in which the assets have been used.

Trademarks

Trademarks are assumed to have indefinite useful lives since Polestar Group has the right and the intention to continue to use the trademarks for the foreseeable future, while generating net positive cash flows for Polestar Group. Trademarks were generated when Volvo Cars acquired Polestar Group in July 2015. Trademarks are recognized at fair value at the date of the acquisition less any accumulated impairment losses.

Goodwill

Goodwill represents the excess of the purchase price over the fair value of identifiable assets and liabilities acquired in a business combination. Goodwill was generated as a result of Volvo Cars acquiring Polestar Group in July 2015. For more detailed information on goodwill and intangible assets, see Note 15 - Intangible assets and goodwill.

Property plant and equipment

Items of PPE are recognized at acquisition cost, less accumulated depreciation, and as applicable, accumulated impairment loss. The cost of an acquired asset includes its purchase price, expenditures directly attributed to the acquisition and subsequent preparation of the asset for its intended use, and the initial estimate of costs to dismantle and remove the item of PPE and restore the site on which it was located. Repairs and maintenance expenditures are expensed in the period incurred. Expenses related to leasehold improvements and other costs which enhance or extend the life of PPE are capitalized over the useful life of the asset.

Buildings under development are measured at actual costs. The actual costs include various construction expenditures during the construction period, borrowing costs capitalized before the building is ready for intended use, and other relevant costs. Buildings under development are not depreciated and are transferred to buildings when ready for the intended use.

Tooling

Polestar owns the unique tooling which is used in the manufacturing of its vehicles. Tooling is depreciated on a production basis and capitalized into inventory.

PPE, excluding tooling, are depreciated on a straight-line basis down to their residual value, which is typically estimated to be zero, over their estimated useful lives. Each part of a tangible asset, with a cost that is significant in relation to the total cost of the item, is depreciated separately when the useful life for that part differs from the useful life of the other parts of the item.

The following useful lives are applied in Polestar Group:

Asset	Useful lives (in years)
Buildings	30-50
Machinery and equipment (excluding tooling)	3-7

Depreciation of PPE is included in costs of sales as well as selling or administrative expense, depending on the nature of the item being depreciated.

Tangible assets are derecognized upon disposal or when no future economic benefits are expected to arise from the continued use of the asset. Any gain or loss arising on the disposal or retirement is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognized in the Consolidated Statement of Loss and Comprehensive Loss as Other operating income and expense.

Impairment

At the end of each reporting period, tangible and definite-lived intangible assets are assessed for indications of impairment. Tangible and definite-lived intangible assets are tested for impairment indicator is determined to exist. Indefinite-lived intangible assets, intangible assets not yet available for use, goodwill and trademarks are tested for impairment at least once annually or when an impairment indicator is determined to exist.

For the impairment assessment, assets are grouped together into the smallest group of assets that generate cash inflows from continuing use that are largely independent of the cash inflows of other assets (i.e., a cash-generating-unit or CGU). Prior to December 31, 2023, Polestar test dassets for impairment under a single CGU as all assets were concentrated around fewer product lines with largely the same assets in use to generate cash flows. Prior to the year ended December 31, 2023, Polestar's evaluation of its CGUs changed during the year ended December 31, 2023, riggered by the commercialization of the Polestar 4, production of its CGUs changed in the expected usage of intangible assets undergoing internal development. For the year ended December 31, 2023, Polestar 6, and PX2 powertrain. Any impairment recognized due to the change in Polestar's evaluation of its CGUs constitutes a change in a counting estimate to the standard of the cash and the polestar 5, Polestar 6, and PX2 powertrain. Any impairment recognized due to the change in Polestar's evaluation of its CGUs constitutes a change in accounting estimate.

Goodwill is allocated based on the nature of the transaction which gave rise to the Goodwill and the consequential synergies. Accordingly, Goodwill is not allocated to a specific CGU due to the nature of the transaction which generated such Goodwill. Similarly, the Polestar trademark is not allocated to a specific CGU. Goodwill and trademarks are tested for impairment at the corporate level which reflects all assets of the Company, as a whole.

In testing a CGU for impairment, Polestar compares the CGU's carrying amount to its recoverable amount. Polestar calculates the recoverable amount using Level 3 measurement inputs because a quoted or observable price is not available in active markets related to the Group's CGUs. The recoverable amount is the higher of the CGU's fair value less costs of disposal or "Value In Use." Value In Use is defined as the present value of the future cash flows expected to be derived from an asset (i.e., a discounted cash flow). For the year ended December 31, 2023, this discounted cash flow was calculated based on estimations regarding future cash flows as seen in the 2024-2028 business plan. All CGU's use an after tax discount rate of 15.5%. For the year ended December 31, 2022, this discounted cash flow was calculated based on estimations regarding future cash flows as seen in the 2023-2027 business plan and an after-tax discount rate of 14.0%.

The terminal growth rate is for cash flows through the following 10 years. Polestar did not apply a terminal growth rate in calculating each CGU's cash flows when testing the CGUs for impairment for the year ended December 31, 2023. For the year ended December 31, 2022 a terminal growth rate of 2.0% for cash flows through the following 10 years was used.

The estimated future cash flows are based on assumptions valid at the date of the impairment test that represent the best estimate of future economic conditions. Such estimates are calculated using estimates, assumptions, and judgements related to future economic conditions, market share, market growth, and product profitability which are consistent with Polestar Group's latest business plan. When the carrying amount of the CGU is determined to be greater than the recoverable amount, an impairment loss is recognized by first reducing the CGU's goodwill and then reducing other assets in the CGU on a pro rata basis.

Mainly due to a decrease in forecasted demand for the assets generated through the PS2 CGU, Polestar impaired its PS2 CGU as of December 31, 2023. The recoverable amount of the PS2 CGU was \$696,950, resulting in an impairment loss of \$351,241. No impairment losses were recognized as of December 31 2022, and 2021.

Equity method investments

Polestar applies the equity method of accounting when it has an ownership interest that conveys significant influence over the associate, typically through interest in the voting stock of the associate of between 20% and 50%.

Under the equity method of accounting, at the date of acquisition, the investment is recorded at cost and the Group's proportionate share of the unconsolidated associate's net income or loss is included in the Consolidated Statement of Comprehensive Loss, adjusted to eliminate intercompany gains and losses.

The carrying amount of the Group's investment is adjusted to recognize its share of realized profit or loss. If Polestar's share of realized losses exceeds the carrying amount of its investment, the investment balance will be written down to not less than zero. In future periods, when Polestar's share of associate earnings returns to positive, the earnings will be netted against all previously unrecognized losses, providing recognized earnings.

Polestar eliminates its unrealized profit from downstream inventory transactions against the carrying amount of its investment. If the unrealized profit exceeds the balance of the investment, Polestar will reduce the carrying amount of its investment to zero. Any remaining portion of Polestar's share of unrealized profit will not be eliminated.

Polestar conducts routine evaluations of its investment to determine if there are any indicators of impairment present and if there is subsequently objective evidence that the investment is impaired and will recognize an impairment loss when there is a decline in value below carrying value that is other than temporary.

As of December 31, 2023 Polestar has an equity method investment in Polestar Technology (Shaoxing) Co., Ltd ("Polestar Technology"), recognized within Investment in associates in the Consolidated Statement of Financial Position.

Financial instruments

Financial instruments are any form of contract that gives rise to a financial asset in one company and a financial liability or equity instrument in another company

Classification of financial assets and liabilities

The classification of financial instruments is based on the business model in which these instruments are held, on their contractual cash flows and takes place at initial recognition. Assessments of the contractual cash flows are made on an instrument-by-instrument basis. Polestar Group applies one business model for interest-bearing instruments. All interest-bearing instruments are held to collect contractual cash flows and are carried at amortized cost.

Initial recognition

Financial assets and liabilities are recognized on the Consolidated Statement of Financial Position on the date when Polestar Group becomes party to the contractual terms and conditions (i.e., the transaction date). Financial assets are initially recognized at the price that would be received when selling an asset in an orderly transaction between market participants at the measurement date ("Fair Value"), plus transaction costs directly attributable to the acquisition of the financial asset, except for those financial assets carried at fair value through the Consolidated Statement of Loss and Comprehensive Loss. Financial liabilities are initially recognized at the price that would be paid to transfer a liability in an orderly transaction between market participants at the measurement date (i.e., Fair Value).

Subsequent measurement

For the purpose of subsequent measurement, financial instruments are measured at amortized cost or financial fair value through profit or loss ("FVTPL").

Financial instruments carried at FVTPL consist of financial assets with cash flows other than those of principal and interest on the nominal amount outstanding. Changes in fair value of these instruments are recognized in profit and loss as Finance income (expense).

Financial instruments carried at amortized cost are non-derivative financial instruments with contractual cash flows that consist solely of payments of principal and interest on the nominal amount outstanding. These financial instruments are subsequently carried at amortized cost using the effective interest method. Gains and losses are recognized in the Consolidated Statement of Loss and Comprehensive Loss when the financial assets carried at amortized cost are impaired or derecognized. Interest effects on the application of the effective interest method are also recognized in the Consolidated Statement of Loss and Comprehensive Loss as well as effects from foreign currency translation.

Financial assets

Financial assets on the Consolidated Statement of Financial Position consist of Trade receivables, Other current and non-current financial assets, derivative assets, marketable securities and Cash and cash equivalents.

A financial asset or a portion of a financial asset is derecognized when the asset is settled or when substantially all significant risks and benefits linked to the asset have been transferred to a third party. Where Polestar Group concludes that all significant risks and benefits have not been transferred, the portion of the financial assets corresponding to Polestar Group's continuous involvement continues to be recognized.

Financial assets and liabilities are presented separately in the Consolidated Statement of Financial Position except where there is a legally enforceable right to offset the recognized amounts and there is an intention of settling them on a net basis, to realize the assets and settle the liabilities simultaneously.

Financial liabilities

Financial liabilities in the Consolidated Statement of Financial Position encompass Liabilities to credit institutions, Trade payables, other current and non-current financial liabilities, and derivative liabilities (i.e., Earn-out rights and Class C Shares).

A financial liability or a portion of a financial liability is derecognized when the obligation in the contract has been fulfilled, cancelled or has expired.

The Group classifies its derivative financial instruments and marketable securities as carried at FVTPL, while all other financial assets and liabilities are carried at amortized cost. Refer to Note 18 - Reverse recapitalization for additional information on the Earn-out rights and the Class C Shares.

Impairment of financial assets

The Group assesses, on a forward-looking basis, the expected credit loss associated with financial assets measured at amortized cost. For the initial recognition of financial assets carried at amortized cost, primarily Trade receivables with similar risk characteristics, an analysis is made to identify the need for a provision for expected credit losses ("ECL"). The Group uses the simplified approach for estimating ECLs, which requires expected lifetime losses to be recognized from the initial recognition of the receivable. The Group



considers historical credit loss experience, current economic conditions, supportable forecasts for future economic conditions, macroeconomic conditions, and other expectations of collectability. The ECL provision is reevaluated on an ongoing basis after initial recognition.

When an ECL is calculated, and if it is material, it is recognized in an allowance account which decreases the amount of Trade receivables. The amount of the expected credit loss will be recognized as an expense in the Consolidated Statement of Loss and Comprehensive Loss. As of December 31, 2023 and 2022, the Group has recognized de minimis write-offs on receivables due from unrelated parties.

Fair value is defined as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities required, or permitted, to be either recorded or disclosed at fair value, the Group considers the principal or most advantageous market in which it would operate, and it also considers assumptions that market participants would use when pricing the asset or liability.

A three-tiered hierarchy is established as a basis for considering such assumptions and for inputs used in the valuation methodologies in measuring fair value. This hierarchy requires that the Group use observable market data, when available, and minimize the use of unobservable inputs when determining fair value:

Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2 - Observable, market-based inputs, other than quoted prices, in active markets for identical assets or liabilities.

Level 3 - Unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of the assets or liabilities.

Financial assets and liabilities of the Group primarily consist of Cash and cash equivalents, marketable securities, restricted cash, Trade receivables, Trade payables, short-term and long-term borrowings, the earn-out rights, and Class C Shares. Financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. Polestar Group's assessment of the significance of a particular input to the fair value measurements requires judgement and may affect the valuation of the assets and liabilities being measured and their classification within the fair value hierarchy.

Valuation methodology for the fair value of the financial liability related to the Class C-2 Shares

The Class C-2 Shares represents a derivative financial instrument that is carried at fair value through profit and loss ("FVTPL") by reference to Level 2 measurement inputs because an observable price for the Class C-1 Shares, which are almost identical instruments, is available in the active market. Class C Shares are presented in current liabilities within the Consolidated Statement of Financial Position as they can be exercised by the holder at any time. The related liability is measured at fair value, with any changes in fair value ercognized in earnings. The fair value of the Class C-2 Shares is determined using a binomial lattice option pricing model in a risk-neutral framework whereby the future prices of the Class A Shares are calculated assuming a geometric Brownian motion ("GBM"). For each future price, the Class C-2 Shares is calculated based on the contractual terms of the Class C-2 Shares, including assumptions for optimal early exercise and redemption, and then discounted at the term-matched risk-free rate. The final fair value of the Class C-2 Shares on the Nasdad of \$0.24 per share, an implied volatility of 88%, a risk-free rate of 3.9%, a dividend yield of \$0, and a 1,000 time-steps for the binomial lattice option pricing model. As of December 31, 2022, the fair value of the Class C-1 Shares on the Nasdaq of \$0.12 per share, an implied volatility of 88%, a risk-free rate of 3.9%, a dividend yield of \$0, and a 1,000 time-steps for the binomial lattice option pricing model. As of December 31, 2022, the fair value of the class C-2 Shares is calculated as determined to equal \$10,080 by leveraging the closing price of the Class C-1 Shares on the Nasdaq of \$1.12 per share, an implied volatility of 88%, a risk-free rate of 4.0%, a dividend yield of \$0, and a 1,000 time-steps for the binomial lattice option pricing model. As of December 31, 2022, the fair value of the Class C-2 Shares is calculated as the termined to equal \$10,080 by leveraging the closing price of the Class C-1 Shares on the Nasdaq of

Valuation methodology for the fair value of the financial liability related to the Former Parent's contingent earn-out rights

The Former Parent's contingent earn-out right represents a derivative financial instrument that is carried at FVTPL by reference to Level 3 measurement inputs because a quoted or observable price for the instrument or an identical instrument is not available in active markets. The Earn-out liability is presented in non-current liabilities within the Consolidated Statement of Financial Position to align with the expected timing of the underlying earn-out payments. The fair value of the earn-out price for the instrument of an identical instrument is not available in active markets. The Earn-out liability is presented in non-current liabilities within the Consolidated Statement of Financial Position to align with the expected timing of the underlying earn-out payments. The fair value of the earn-out price dress in Parent tracking certain daily volume weighted average prices during the earn-out priod resulting in the issuance of each tranche of Class A Shares in Parent to the Former Parent. As of December 31, 2023, the fair value of the earn-out tranche of 20% and a risk-free rate of 3.9%. As of December 31, 2022, the fair value of the earn-out was determined to equal \$598,570 by leveraging an implied volatility of 50% and a risk-free rate of 3.9%. As of December 31, 2022, the fair value of the earn-out was determined to equal \$598,570 by leveraging an implied volatility of 75% and a risk-free rate of 4%. The calculated fair value would increase (decrease) if the implied volatility were higher (lower). Refer to *Note 18 - Reverse recapitalization* for more detail on the Former Parent's earn-out rights.

Valuation methodology for the fair value of RSUs and PSUs granted to employees under the 2022 Omnibus Incentive Plan

The fair value of the RSUs granted RSUs granted by reference to the Group's closing share price of \$3.79 on the business day immediately preceding the grant date (i.e., \$3.79 per RSU). The fair value of the RSUs granted April 3, 2023 and September 9, 2022 was determined by reference for up's closing share price of \$3.79 on the grant date. The fair value of PSUs granted April 3, 2023 and September 9, 2022 was determined by calculating the weighted-average fair value of the RSUs granted April 3, 2023 and September 9, 2022 was determined by calculating the weighted-average fair value of the ASUs granted by reference in the Group's closing share price of \$3.79 on the grant date. The fair value of PSUs granted April 3, 2023 and September 9, 2022 was determined by calculating the weighted-average fair value of the ASUs granted by reference to the Group's closing share price of \$3.79 on the grant date. The fair value of the ASUs granted April 3, 2023 and September 9, 2022 was determined by calculating the weighted-average fair value of the ASUs granted by reference to the Group's closing share price of \$3.79 and \$6.72 on the business day immediately preceding the grant date (i.e., \$3.79 and \$6.72 per unit) April 3, 2023 and September 9, 2022. The units linked to market-based vesting conditions were fair valued using a Monte Carlo simulation in a risk-neutral option pricing framework whereby the future share prices of Polestar's Class A Shares and shares of the peer group over the performance period were calculated assuming a GBM. For each simulation path, the payoff amount of the awards was calculated as the simulated price of the Class A Shares multiplied by the simulated total shareholder return vesting (i.e., the number of awards simulated to vest based on

the probability of achievement of certain performance conditions) and then discounted to the grant date at the term-matched risk-free rate.

For the shares granted April 3, 2023, the fair value per unit of the units linked to market-based vesting conditions was determined to be \$3.33 by leveraging an implied volatility of 75%, a peer group historical average volatility of 63.5%, a risk-free rate of 3.8%, a simulation term of 2.7 years, a dividend yield of 0%, and 100,000 simulation iterations. As such, the weighted-average fair value per PSU was calculated to be \$3.68. For the shares granted September 9, 2022, the fair value per unit of the units linked to non-market-based vesting conditions was determined to be \$7.93 by leveraging an implied volatility of 70%, a peer group historical average volatility of 81.9%, a risk-free rate of 3.5%, a simulation term of 2.3 years, a dividend yield of nil, and a 100,000 simulation iterations. As such, the weighted-average fair value per PSU was calculated to be \$7.02. Refer to *Note 8 - Share-based payment* for more detail on the 2022 Omnibus Incentive Plan.

Inventories

Inventories in Polestar Group includes new, used, and internal vehicles. Internal vehicles are those used by employees or the Group for demonstration, test drive, and various other operating purposes that will be sold as used vehicles. Most internal vehicles are utilized for a period of one year or less prior to sale. Inventories are measured at the lower of acquisition or manufacturing cost and NRV and consist primarily of finished goods as of December 31, 2023 and 2022. NRV is calculated as the selling price in the ordinary course of business less estimated costs of completion and selling costs. The acquisition or manufacturing costs of inventory includes costs incurred in acquiring the inventories and bringing them to their present location and condition, including, but not limited to, costs such as freight and customs duties, and certain costs related to IP. Costs for selling, administration and financial expenses are not included. For groups of similar products, a group valuation method is applied. The cost of similar assets is established using the first-in, first-out method (FIFO). The estimate of the provision for impairment of Inventories is determined for those assets that have lost their value.

Equity

Distributed group contributions to the owners, along with the related tax effect, are recorded in equity in accordance with the principles for shareholder's contributions. If any unconditional shareholder's contributions are received from the main owner, they are recognized in equity.

Provisions and contingent liabilities

Provisions are recognized on the Consolidated Statement of Financial Position when a legal or constructive obligation exists as a result of a past event, it is deemed more likely than not that an outflow of resources will be required to settle the obligation, and the amount can be reliably estimated. Provisions are regularly reviewed and adjusted as further information becomes available or circumstances change. If the effect of the time value of money is material, Noncurrent provisions are recognized at present value by discounting the expected future cash flows at a pre-tax rate reflecting current market assessments of the time value of money. The unwinding of the discount is expensed as incurred and recognized in the Consolidated Statement of Loss. The discount rate does not reflect such risks that are taken into consideration in the estimated future cash flows (both amount and likelihood) are allocated as operating cost. Changes to present value due to the passage of time and revisions of discount rates to reflect prevailing current market conditions are recognized as a financial cost.

Warranty provisions

The Group issues various types of product warranties, under which the Group generally guarantees the performance of products delivered and services rendered for a certain period of time. The estimated warranty costs include those costs which are related to contractual warranties, warranty campaigns (i.e., recalls), and warranty cover in excess of contractual warranties or campaigns. Warranty cover in excess of contractual warranties or campaigns a customer warranty type assistance, above and beyond the stated nature of the contract. This type of warranty cover is normal practice in maintaining a strong business relationship with the customer; the Group accordingly includes the estimate of this provision in total estimated warranty costs. In the future, the Group, may at various times initiate a recall if any products or vehicle components, including any systems or parts sourced from our suppliers, prove to be defective or noncompliant with applicable laws and regulations.

All warranty provisions are recognized at the time of the sale of vehicles. The initial calculations of the warranty provisions are based on historical warranty statistics, considering factors like known quality improvements and costs for remedying defaults. The warranty provisions are subsequently adjusted if recalls for specific quality problems are made. On a semi-annual basis, the provisions are edjusted to reflect the latest available data such as actual spend and exchange rates. The provisions are reduced by warranty reimbursments from suppliers. Such refunds from suppliers decrease Polestar Group's warranty costs and are recognized to the extent these are considered to be virtually certain, based on historical experience or agreements entered into with suppliers.

Employee benefits provisions

Employee benefits provisions comprise estimated costs related to short-term incentive programs, long-term incentive programs, and post-employment benefit programs. Estimates for these provisions primarily give consideration to employment agreements and regular internal determinations made by the Board's compensation committee regarding cash-based incentives for employees. Refer to the *Employee benefits* section elsewhere in this footnote for additional discussion on the Group's incentive and post-employment benefits programs.

Litigation provisions

Litigation provisions comprise estimated costs for advisors, settlements, and other legal costs associated with lawsuits under which the Group is a defendant or in circumstances where the Group has indemnified other parties subject to a lawsuit. Estimates for these provisions give consideration to advice from advisors, precedents set by outcomes from lawsuits of similar nature, legal budgets, and internal assessments of trial timing and risk. Refer to *Note 23 - Current and non-current provisions* for additional detail of individual litigation provisions for circumstances where the Group's exposure is deemed material.



Other provisions

Other provisions primarily comprise estimated costs for taxes and other miscellaneous items. Estimates for these provisions give consideration to historical trends, various other risks, and specific agreements related to recoveries provided by suppliers which cannot be allocated to any other class of provision.

Contingent liabilities

When a possible obligation does not meet the criteria for recognition as a liability, it may be disclosed as a contingent liability. These possible obligations derived from past events and their existence will be confirmed only when one, or several, uncertain future events, which are not entirely within the Group's control, take place or fail to take place. A contingent liability could also exist for a present obligation, due to a past event, where an outflow of resources is less than likely or when the amount of the obligation cannot be reliably measured.

Assets held for sale

Non-current assets, groups of assets, and liabilities which comprise disposal groups are presented as Assets held for sale where the asset or disposal group is available for immediate sale in its present condition and the sale is highly probable. For a sale to be highly probable related to an asset held for sale or disposal group, management must be committed to a plan to achieve the sale, there must be an active program to find a buyer, the non-current asset or disposal group must be actively marketed for sale at a price that is reasonable in relation to its current fair value, and the sale must be anticipated to be completed within one year from the date of classification.

Borrowing costs

Borrowing costs are expensed as incurred unless they are directly attributable to the acquisition, construction or production of a qualifying asset and are therefore part of the cost of that asset.

Note 3 - Financial risk management

As a result of its business and the global nature of its operations, Polestar Group is exposed to market risks from changes in foreign currency exchange rates, interest rate risk, credit risk and liquidity risk.

Foreign currency exchange risk

The global nature of Polestar Group's business exposes the Group's cash flows to risks arising from fluctuations in currency exchange rates. Changes in currency exchange rates have a direct impact on Polestar Group's Operating income, Finance income, Finance expense, Consolidated Statement of Financial Position and Consolidated Statement of Cash Flows. To mitigate the impact of currency exchange rate fluctuations on business operations, the Group continually assesses its exposure to exchange rate risks.

Transaction exposure risk

Currency transaction risk arises from commercial transactions and settlement of recognized assets and liabilities denominated in a currency that is not the functional currency of the relevant Group entity.

For example, Polestar purchases vehicles in CNY via a SEK denominated legal entity from Volvo Cars' Taizhou plant in China (see *Note 27 - Related party transactions* for further discussion on contract manufacturing arrangements). Under this contract manufacturing arrangement with Volvo Cars, Polestar's purchasing entity bears the currency transaction risk upon purchasing and recognizing the vehicles in inventories, which are denominated in SEK. As the SEK/CNY exchange rate fluctuates, the amount of SEK required to purchase a vehicle in CNY has a corresponding fluctuation. During the year ended December 31, 2023, the SEK strengthened against the CNY by approximately 7.58%, from 0.66 SEK/CNY on January 1, 2023 to 0.71 SEK/CNY as of December 31, 2023. During the comparative period, the SEK deteriorated against the CNY by approximately 5.7%, from 0.70 SEK/CNY on January 1, 2022 to 0.66 SEK/CNY as of December 31, 2022.

During the year ended December 31, 2023, the Group was primarily exposed to changes in CNY/SEK, GBP/SEK, USD/SEK, and AUD/SEK foreign exchange rates. The following table illustrates the estimated impact of a 10% change in these foreign exchange rates as of December 31, 2023 for net asset balances which could be impacted by movements in foreign exchange rates:

	Impact on loss before income taxes		
CNY/SEK exchange rate - increase/decrease 10%	-/+	14,248	
GBP/SEK exchange rate - increase/decrease 10%	+/-	10,645	
USD/SEK exchange rate - increase/decrease 10%	+/-	3,236	
AUD/SEK exchange rate - increase/decrease 10%	+/-	2,264	

During the year ended December 31, 2022, the Group was primarily exposed to changes in CNY/SEK, USD/SEK, EUR/SEK, and CNY/USD foreign exchange rates. The following table illustrates the estimated impact of a 10% change in these foreign exchange rates as of December 31, 2022 for net asset balances which could be impacted by movements in foreign exchange rates:

	Impact before inc	
CNY/SEK exchange rate - increase/decrease 10%	_/+	60,213
USD/SEK exchange rate - increase/decrease 10%	+/-	15,133



EUR/SEK exchange rate - increase/decrease 10%	+/-	14,975
CNY/USD exchange rate - increase/decrease 10%	+/-	7,481

During the year ended December 31, 2021, the Group was primarily exposed to changes in the CNY/SEK, CNY/USD, USD/SEK, and EUR/SEK foreign exchange rate. The following table illustrates the estimated impact of a 10% change in these foreign exchange rates as of December 31, 2021 for net asset balances which could be impacted by movements in foreign exchange rates:

	Impact on loss before income taxes	
CNY/SEK exchange rate - increase/decrease 10%		60,598
CNY/USD exchange rate - increase/decrease 10%	+/-	24,957
USD/SEK exchange rate - increase/decrease 10%	+/-	14,888
EUR/SEK exchange rate - increase/decrease 10%	-/+	3,677

The Group's overall transaction currency exposure is reduced by natural hedging, which consists of the currency exposures of the business operations of different entities partially offsetting each other at the Group level. These natural hedges eliminate the need for hedging to the extent of the matched exposures.

Translation exposure risk

Currency translation risk arises from the consolidation of subsidiaries with a functional currency other than USD (i.e., the functional currency of the Parent). Translation risk arises from the conversion of balances denominated in foreign currencies to the functional currency using monthly closing exchange rates. Such currency effects (i.e., foreign currency gains and losses) are recorded in the Consolidated Statement of Loss and Comprehensive Loss. The Group is primarily exposed to currency translation risk from subsidiaries with functional currencies in the Swedish Krona ("SEK"), the Euro ("EUR") the Chinese yuan ("CNY"), and the Great British Pound ("GBP").

Other risk

The Group is exposed to market volatility risk through the financial liabilities for the Class C Shares and Earn-out rights. These instruments are carried at fair value with subsequent changes in fair value recognized in the Consolidated Statement of Loss and Comprehensive Loss at each reporting date. The Class C-1 Shares are publicly traded on the Nasdaq. The Class C-2 Shares and Earn-out rights are not publicly traded and require Level 2 and Level 3 fair value measurements, respectively. Refer to *Note 1 - Overview and basis of preparation* and *Note 18 - Reverse recapitalization* for further details on the Class C Shares, Earn-out rights, and related valuation methodologies. The following table illustrates the estimated impact of a 10% change in market volatility:

				Impact on loss before income taxes			
			2	2023 2			
Earn-out liability - increase 10%			+	32,137	+	60,531	
Earn-out liability - decrease 10%			-	(43,341)	-	(55,828)	
		Impact on loss before income taxes					
		Fair value change - Class C-1 Shares Fair value change - Class C-2 Share				s C-2 Shares	
		2023	2022	2023		2022	
Class C Shares liability - increase of 10%	+	640	800	+	360	450	
Class C Shares liability - decrease of 10%	-	(640)	(960)	-	(360)	(540)	

Interest rate risk

The Polestar Group's main interest rate risk arises from short-term Liabilities to credit institutions and long-term related party loans with variable rates, which exposes the Group to cash flow interest rate risk. As of December 31, 2023 and 2022, the nominal amount of Liabilities to credit institutions with floating interest rates are \$1,923,755 and \$819,390, respectively. Long-term related party loans with floating interest rates are \$1,292,576, and \$16,690 as of December 31, 2023 and 2022, respectively. Management closely monitors the effects of changes in the interest rates on the Group's interest rate risk exposures, but the Group currently does not take any measures to hedge interest rate risk associated with these loans is limited given their short-term duration.

The table below shows the estimated effect on profit or loss and equity of a parallel shift of the interest rate curves up or down by one percent on loans without fixed interest rates. This analysis assumes that all other variables, in particular foreign currency rates, remain constant. The calculation considers the effect of financial instruments with variable interest rates, financial instruments at fair value through profit or loss or available for sale with fixed interest rates, and the fixed rate element of interest rate caps. The analysis is performed on the same basis for 2023 and 2022.

		Impact on loss before income taxes 2023 2022		
Interest rates - increase/decrease by 1%	+/-	10,028	+/-	5,219

Credit risk

The Polestar Group is exposed to counterparty credit risks if contractual partners, fleet customers for example, are unable or only partially able to meet their contractual obligations. Polestar Group's credit risk can be divided into financial credit risk and operational credit risk. Credit risk encompasses both the direct risk of default and the risk of a deterioration of creditworthiness, as well as concentration risks. The Group defines default as the inability to collect receivables once all reasonable means of collection have been unsuccessful and the expectation of recovering contractual cash flows on the receivables is not probable.

Financial credit risk

Financial credit risk on financial transactions is the risk that Polestar Group will incur losses as a result of non-payment by counterparties related to the Group's bank accounts, bank deposits, derivative transactions, and other 1 iquid assets. In order to minimize financial credit risk, Polestar Group has adopted a policy of dealing with only well-established international banks or other major participants in the financial markets as counterparties. Further, Polestar Group also considers the credit risk assessment of risk counterparties by the capital markets and places priority on institutions with high creditworthiness and balanced risk diversification. The credit rating of financial counterparties used during the years ended December 31, 2023 and 2022 were in the range of BBB to A+.

Assets that potentially subject the Group to concentrations of credit risk primarily consist of Cash and cash equivalents, marketable securities, restricted cash, and Trade receivables. Cash and cash equivalents, restricted cash and marketable securities are all invested in major financial institutions with high credit ratings. Generally, these assets may be redeemed upon demand and, therefore, bear low risk. Risks associated with the Group's trade receivables are further specified below.

Operational credit risk

Operational credit risk arises from trade receivables. It refers to the risk that a counterparty will default on its contractual obligations which would, in turn, result in financial loss to the Group. Trade receivables at Polestar Group mostly consist of receivables resulting from the global sales of vehicles and technology. The credit risk from Trade receivables encompasses the default risk of customers. Management evaluates for concentrations of credit risk at the customer level based on the outstanding Trade receivables balance of each respective customer account. As of December 31, 2023, two unrelated parties accounted for \$23,635 (12.68%), and \$19,205 (10.30%) of the Group's total Trade receivables (i.e., Trade receivables). This treceivables are unrelated parties all receivables and unrelated parties all receivables and unrelated parties all receivables and does not have any contractual right to off-set its payables and receivables.

Polestar has five categories of customers when considering sales of vehicles: (1) end customers who pay up-front for vehicles, (2) fleet customers, (3) dealers, (4) importers, and (5) financial service providers. All credit risk related to sales to end customers who pay up-front for vehicles is eliminated due to the nature of the payment. To reduce risk related to fleet customers, credit risk reviews are performed prior to entering into related sales agreements. Depending on the creditworthiness of its customers, Polestar Group may establish credit limits to reduce credit risks. For sales to dealers and importers, title to Polestar vehicles remains with Polestar until the invoice is paid in full, which is generally on the invoice date or the day after (i.e., payment is received before the vehicle ships and credit risk is thereby mitigated). Polestar sells vehicles to financial service providers, who then form separate contractual relationships with educutomers. To reduce the risk related to such financial service providers, Polestar Group has selected a few credible financing providers in each market. Credit risk reviews, establishment of credit limits, and selection of credit limits, and selection of credit limits approved risk providers must be strictly followed and monitored, globally. The maximum amount of credit risk exposure is the carrying amount of Trade receivables. See *Note 17 - Financial instruments* for further details.

Liquidity risk

Liquidity risk is the risk that Polestar Group is unable to meet ongoing financial obligations on time. The Group faces liquidity risk from its loans from financial institutions as they are short-term in nature, typically with a credit term of one year or less. Trade payables with related parties represent working capital arrangements under which the liquidity needs of the Group are highly dependent on the continued flexible payment terms offered to the Group by its related parties. These flexible payment terms are not a contractual right and may be called upon in the future. Refer to *Note 27 - Related party transactions* for additional information on these arrangements. Polestar Group needs to have adequate capital needs and highly liquid assets on hand to ensure the Group can meet its short-term financing obligations and other working capital needs. Polestar Group acquate volumes of liquid assets such as Cash and highly capital terms and Accounts receivable, by maintaining credit facilities in addition to the cash inflows generated by its business operations and through capital contributions from private equity investors.

As of December 31, 2023 and 2022, the Group held Cash and cash equivalents of \$768,927 and \$973,877, respectively, that were available for managing liquidity risk. The Group held Cash and cash equivalents of \$768,927 and \$973,877, respectively, that were available for managing liquidity risk. The Group held Cash and cash equivalents of \$768,927 and \$973,877, respectively, that were available for managing liquidity risk. The Group held Cash and cash equivalents of \$768,927 and \$973,877, respectively, that were available for managing liquidity risk. The Group held Cash and cash equivalents of \$768,927 and \$973,877, respectively, that were available for managing liquidity risk. The Group held Cash and cash equivalents of \$768,927 and \$973,877, respectively, that were available for managing liquidity risk. The Group held Cash and cash equivalents of \$768,927 and \$973,877, respectively, that were available for managing liquidity risk. The Group held Cash and cash equivalents of \$768,927 and \$973,877, respectively, that were available for managing liquidity risk. The Group held Cash and cash equivalents of \$768,927 and \$973,877, respectively, that were available for managing liquidity risk. The Group held Cash and cash equivalents of \$768,927 and \$973,877, respectively, that were available for managing liquidity risk. The Group held Cash and cash equivalents of \$768,927 and \$973,877, respectively, that were available for managing liquidity risk. The Group held Cash and cash equivalents of \$768,927 and \$973,877, respectively, that were available for managing liquidity risk. The Group held Cash and cash equivalents of \$768,927 and \$973,877, respectively, that were available for managing liquidity risk. The Group held Cash and cash equivalents of \$768,927 and \$973,877, respectively, that were available for managing liquidity risk. The Group held Cash and cash equivalents of \$768,927 and \$973,877, respectively, that were available for managing liquidity risk. The Group held Cash and the formation held Cash and the formal

Management has established an appropriate liquidity risk management framework for management of the Group's short, medium and long-term funding and liquidity management requirements and the Group prepares long-term planning in order to mitigate funding and re-financing risks. Depending on liquidity needs, Polestar Group will enter into financing and debt agreements and/or lending agreements. All draws on loans are evaluated against future liquidity needs and investment plans.

Capital management

Safeguarding the Group's ability to continue as a going concern, driving growth to provide future returns for shareholders, and maintaining an optimal capital structure to reduce the cost of capital are Polestar Group's primary objectives when managing capital and implementing related capital management structure; the Group may which is quickly scaling. Polestar's treasury department regularly evaluates the cash needs of the Company and enters into debt arrangements with banks in Europe and China. To maintain or adjust the capital structure; the Group may issue new shares, sell assets to reduce debt, or enter into short term debt and financing arrangements to increase cash on hand, with an ultimate goal of striking a balance between capital generated through debt versus equity. Polestar's capital is summarized as follows:

	For the year ended December 31,		
	 2023	2022	
Share capital and Other contributed capital	 3,636,355	3,605,397	
Liabilities to credit institutions	2,023,582	1,326,388	
Other non-current interest-bearing liabilities - related parties	1,409,244	43,643	
Interest-bearing current liabilities - related parties	68,332	26,618	
Total capital	\$ 7,137,513 \$	5,002,046	

As of December 31, 2023, Polestar's main sources of debt are working capital loans which are entered into with credit institutions and long-term related party loans. These obligations are reflected within Liabilities to credit institutions and Interest-bearing current liabilities - related parties on the Consolidated Statement of Financial Position, respectively, with a weighted average cost of capital of 6.41% and 10.39%, respectively.

Note 4 - Revenue

Polestar Group disaggregates Revenue by major category based on the primary economic factors that may impact the nature, amount, timing, and uncertainty of Revenue and cash flows from these customer contracts as seen in the table below:

	F	For the year ended December 31,			
	2023	2022	2021		
		(Restated)	(Restated)		
Sales of vehicles ¹	2,319,9	47 2,386,454	1,299,196		
Sales of software and performance engineered kits	18,9	94 21,308	25,881		
Sales of carbon credits	1,4	52 10,984	6,299		
Vehicle leasing revenue	17,4	21 16,719	6,217		
Other revenue	20,7	48 8,640	8,754		
Total	\$ 2,378,5	62 \$ 2,444,105 \$	1,346,347		

1 - Revenue related to sales of vehicles is inclusive of extended and connected services recognized over time

For the years ended December 31, 2023, 2022 and 2021, other revenue primarily consisted of license revenue generated from sales-based royalties received from Volvo Cars on sales of parts and accessories for Polestar vehicles and software performance upgrades.

For the year ended December 31, 2023, the Group's largest customer that is not a related party accounted for \$372,597 (16%) of Revenue. For the years ended December 31, 2022 and December 31, 2021, no sole customer exceeded 10% of total Revenue. The Group's two largest customers that are not related parties accounted for \$156,400 (6%) and \$135,544 (10%) of Revenue respectively, for the years ended December 31, 2022 and December 31, 2021. Refer to *Note 27 - Related party transactions* for further details on revenue from related parties.

Contract liabilities

	Sales generated obligation	Deferred revenue - extended service	Deferred revenue - connected services	Deferred revenue - operating leases & other	Total
Balance as of January 1, 2022 - (Restated)	20,050	21,830	17,120	16,693	75,693
Provided for during the year - (Restated)	70,896	31,648	16,058	18,902	137,504
Settled during the year - (Restated)	(77,667)	_	_	_	(77,667)
Released during the year - (Restated)	_	(12,807)	(2,889)	(22,512)	(38,208)
Effect of foreign currency exchange rate differences - (Restated)	(612)	(747)	(1,778)	(48)	(3,185)
Balance as of December 31, 2022 - (Restated)	\$ 12,667 \$	39,924 \$	3 28,511 5	3 13,035	\$ 94,137

of which current - (Restated)	 12,667	18,111	4,083	10,258	45,119
of which non-current - (Restated)	—	21,813	24,428	2,777	49,018
Provided for during the year	82,182	30,800	14,469	56,022	183,473
Settled during the year	(59,999)	_	_	—	(59,999)
Released during the year	_	(23,917)	(4,973)	(18,704)	(47,594)
Effect of foreign currency exchange rate differences	2,184	757	1,558	609	5,108
Balance as of December 31, 2023	\$ 37,034 \$	47,564 \$	39,565 \$	50,962 \$	175,125
of which current	 35,781	23,552	6,135	46,594	112,062
of which non-current	1,253	24,012	33,430	4,368	63,063

As of December 31, 2023, total contract liabilities amounted to \$175,125, of which \$37,034 was related to variable consideration payable to fleet customers in the form of volume related bonuses and \$138,091 was related to remaining performance obligations associated with sales of vehicles and vehicle leasing revenue. As of December 31, 2022, the aggregate amount of the transaction price related to sales of vehicles allocated to the remaining performance obligations was \$94,137.

Revenue recognized during the year ended December 31, 2023 related to contract liabilities outstanding as of January 1, 2023 was \$32,452, and no Revenue was recognized during the period related to performance obligations fully (or partially) satisfied in prior periods. Revenue recognized during the year ended December 31, 2022 related to contract liabilities outstanding as of January 1, 2022 was \$27,989, and no Revenue was recognized during the period related to performance obligations fully (or partially) satisfied in prior periods. Revenue recognized during the year ended December 31, 2022 related to contract liabilities outstanding as of January 1, 2022 was \$27,989, and no Revenue was recognized during the period related to performance obligations fully (or partially) satisfied in prior periods. Revenue recognized during the year ended December 31, 2021 related to contract liabilities outstanding as of January 1, 2021 was \$4,648, and no Revenue was recognized during the period related to performance obligation fully or (partially) satisfied in prior periods.

Note 5 - Geographic information

Polestar Group determined it has one reportable segment as the chief operating decision maker ("CODM") assesses financial information and the performance of the business on a consolidated basis. The Group manages its business as a single operating segment, which is the business of commercializing and selling battery electric vehicles and related technologies. All substantial decisions regarding allocation of resources as well as the assessment of performance is based on the Group as a whole.

Polestar Group uses the "management approach" in determining reportable operating segments. The management approach considers the internal organization and reporting used by the Group's CODM to allocate resources and assess performance as the source for determining the Group's reportable segments. Polestar Group's CODM has been identified as the Chief Executive Officer ("CEO") as he assesses the performance of the Group and has the function and sole ability to make overall decisions related to the allocation of the Group's resources. Polestar Group allocates resources and assesses financial performance on a consolidated basis.

The following tables show the breakdown of Polestar Group's Revenue from external customers and non-current assets (PPE, Vehicles under operating leases, and Intangibles and goodwill) by geographical location where the Polestar company recognizing the Revenue is located:

	For t	For the year ended December 31,			
	2023	2023 2022			
		(Restated)	(Restated)		
Revenue					
United Kingdom	529,372	338,042	207,031		
USA	393,614	515,711	250,853		
Sweden	276,910	362,125	199,697		
Germany	242,629	287,010	117,642		
Canada	129,209	84,220	17,335		
Belgium	111,829	88,823	53,411		
Australia	103,288	64,547	—		
Netherlands	98,405	111,316	132,547		
Denmark	95,292	67,555	38,227		
Norway	92,688	231,310	231,640		
Korea	59,912	118,108	_		
Finland	45,567	42,236	10,056		
Switzerland	42,611	37,855	41,131		
Italy	36,580	1,067	_		
Austria	33,898	27,604	5,465		
China	25,863	39,253	39,668		

Other regions ¹	60,895	27,323	1,644
Total	\$ 2,378,562 \$	2,444,105 \$	1,346,347
1 - Revenue: Other regions primarily consist of Spain Jreland and Portugal in 2023. Other regions primarily consist of Singapore in 2022 and 2021.			
		As of Decembe	er 31,
		2023	2022
			(Restated)
Non-current assets ²			
Sweden		1,239,023	1,148,209
China		448,361	507,358
United Kingdom		32,342	35,334
Germany		27,058	31,005
USA		5,017	16,247
Other regions ³		45,726	29,269
Total	\$	1,797,527 \$	1,767,422

2 - Non-current assets: excludes financial assets, Deferred tax assets, Other non-current assets, and Other investments.
 3 - Other regions primarily consist of Switzerland, Belgium, Australia and Spain in 2023 and Canada and Netherlands in 2022.

Note 6 - Expenses by nature

The following table illustrates the Group's expenses for major functions by nature:

	For the year ended December 31,			
	2023	2022	2021	
		(Restated)	(Restated)	
Inventory costs	2,204,298	2,182,124	1,232,715	
Impairment of property, plant and equipment, vehicles under operating leases, and intangible assets	351,241	_	_	
Advertising, selling, and promotion costs	387,701	296,879	313,165	
Professional services and consultant costs	262,212	276,373	200,045	
Employee benefit costs	248,401	203,345	109,782	
Impairment of inventory	134,877	14,830	30,782	
Depreciation and amortization expense	115,010	142,991	217,841	
Warranties and costs associated with settling contract liabilities	90,931	131,486	63,457	
Polestar Space investor remuneration costs	53,570	54,611	39,438	
Maintenance and insurance service costs	21,844	15,901	22,117	
Other costs	29,647	38,045	26,414	
Total cost of sales, selling, general and administrative expense, and research and development expense	\$ 3,899,732 \$	3,356,585 \$	2,255,756	

Note 7 - Employee benefits

The total employee benefits costs for the Group (including key management personnel) during the periods presented were as follows:

	For the year ended December 31,			
	2023	2022	2021	
		(Restated)	(Restated)	
Wages, salaries, and other short-term benefits	201,195	154,929	92,233	
Social security and other social benefits	46,905	30,216	8,228	
Post-employment benefits	29,523	26,294	18,600	
Share-based compensation	5,000	4,958	—	
Total employee benefits	\$ 282,623 \$	216,397 \$	119,061	

Post-employment benefits primarily reflects those related to defined contribution plans for the years ended December 31, 2023, 2022 and 2021, inclusive of costs related to the ITP 2. Expenses related to defined contribution plans amounted to \$21,125, \$20,664 and \$13,916 for the years ended December 31, 2023, 2022 and 2021, respectively.

The following table discloses total costs related to employee benefits for the Group's Executive Management Team ("EMT") and managing directors at the Group's sales units:

		For the year ended December 31,			
	· · · · · · · · · · · · · · · · · · ·	2023	2022	2021	
Short-term employee benefits	· · · · · · · · · · · · · · · · · · ·	6,205	8,486	5,094	
Post-employment benefits		907	996	525	
Other long-term benefits		—	228	417	
Share-based compensation		1,829	1,294	_	
Total benefits to key management personnel only		\$ 8,941 \$	11,004 \$	6,036	

The Group's EMT has the authority and responsibility for planning, directing, and controlling the Polestar Group's activities. The CEO has the ultimate authority for approval of actions proposed by each member of the EMT. As of December 31, 2023, the EMT consisted of the following individuals:

Thomas Ingenlath (CEO); and

Johan Malmqvist (Chief Financial Officer, "CFO").

On August 31, 2023, Dennis Nobelius resigned as Chief Operating Officer ("COO").

- As of December 31, 2022 and 2021, the EMT consisted of the following individuals:
 - Thomas Ingenlath (CEO);
 - Johan Malmqvist (CFO); and
 - Dennis Nobelius (COO).

The average monthly number of persons employed by the Group (including key management personnel) for the periods presented were as follows:

	For the year ended December 31,		
	2023	2022	2021
Sales and marketing	877	732	412
R&D, design, and digital	1,616	1,259	452
Manufacturing	156	171	198
Management, administration, and others	525	386	224
Total average monthly headcount of the Group	3,174	2,548	1,286

Note 8 - Share-based payment

As noted in Note 1 - Overview and basis of preparation, Polestar granted shares to employees under the Omnibus Plan as part of the Group's employee compensation. Under the Omnibus Plan, there are three kinds of programs: Atlisting Plan, Post-listing Plan, and the Free Share Plan, all of which are equity-settled. The following table illustrates share activity for the year ended December 31, 2023:

	Number of PSUs	Number of RSUs	Number of Free Shares	Total
Outstanding as of January 1, 2023	858,821	458,620	4,222	1,321,663
Granted	1,378,621	530,424	—	1,909,045
Vested	_	(169,853)	(4,222)	(174,075)
Cancelled	(266,366)	(57,120)		(323,486)
Outstanding as of December 31, 2023	1,971,076	762,071	_	2,733,147

The following table illustrates share activity for the year ended December 31, 2022:

	Number of PSUs	Number of RSUs	Number of Free Shares	Total
Outstanding as of January 1, 2022	_	_	-	_
Granted	858,821	629,303	334,990	1,823,114
Vested	_	(170,683)	(330,768)	(501,451)

Cancelled	—	—	—	—
Outstanding as of December 31, 2022	858,821	458,620	4,222	1,321,663

The following table illustrates total share-based compensation expense, all of which was equity settled, for the years ended December 31, 2023, 2022 and 2021:

	For the year ended December 31,			
	2023		2022	2021
Selling, general and administrative expense		5,131	7,128	_
Research and development expense		262	2,781	—
Total	\$	5,393 \$	9,909 \$	_

At-listing plan

All executives and other key management members are eligible to receive RSUs under this plan. RSUs were granted on September 9, 2022 with the vesting commencement date of June 24, 2022; 33% of the RSUs vested on October 3, 2022 and 33% of the RSUs vested on June 24, 2023. The remaining RSUs will vest in one installment, with the final 34% of awards vesting on June 24, 2024. In order for the RSUs to vest, the employee must remain employed with Polestar at the vesting date. The total number of RSUs granted in 2022 was 517,220, with a fair value of \$1,141. During 2023 the total numbers of awards vested was 169,853 with a fair value of \$1,141. During 2022 the total number of awards vested was 170,683 with a fair value of \$1,147. The total number of awards cancelled due to employees who left the company in 2023 amounted to 23,780 with a fair value of \$160. During 2022 there were no changes to the number of awards granted during the period due to leavers or any vesting/non-vesting conditions.

Post-listing plan

Under this plan, the EMT (i.e., CEO, CFO, and COO), are eligible to receive PSUs and other key management members are eligible to receive RSUs and PSUs. Awards were granted on April 3, 2023 and are equity-settled with a threeyear cliff vesting period, where the vesting commencement date was January 1, 2023 and final vesting date is April 3, 2026. Awards were also granted on September 9, 2022 with a three-year cliff vesting period, where the vesting start date is October 3, 2022 with a final vesting date of June 24, 2025. For the shares granted on September 9, 2022 the vesting commencement date was June 24, 2022.

In order for the participants to receive the awards, they must remain employees at Polestar throughout the three-year vesting period, and achieve certain market and non-market performance-based targets in order to receive the PSUs: Market condition

25% Value Creation – The target is equal to positive relative market value development compared to a specified peer group. This is measured by Relative Total Shareholder Return ("rTSR") which captures share price change (of a single share) and dividend reinvestment. Relative rTSR is a metric that will be externally measured.

Non-market conditions

- 25% Cash flow The target is equal to unleveraged free cash flow accumulated from 2022 forecasted 2024 for the awards granted during 2022 and from 2023 forecasted 2025 for the awards granted during 2023.
- 20% Environmental, Social, Governance ("ESG") The target is equal to Polestar's total yearly greenhouse gas emissions divided by the number of cars sold for the applicable year. The greenhouse gas emissions are calculated every year according to Greenhouse gas protocol reporting standards. Polestar includes Scope 1, 2 and 3 emissions. The results and methodology are reported in the annual sustainability report.
 - 30% Operational milestones The target is the fulfillment of operational milestones driving growth and stand-alone capabilities.

During 2023, under the Post-listing plan, the Group granted 1,909,045 awards, of which 1,378,621 are PSUs, with a fair value of \$5,073 as of grant date. The total number of RSUs granted was 530,424, with a fair value of \$2,010 as of the grant date. Changes to numbers of awards granted during 2023 due to leavers amounted to 299,706, where the total number of PSUs was 266,366 with a fair value of \$980 and KSUs was 33,340 with a fair value of \$12.6. There were no changes to numbers of awards granted during the period due to any vesting/non-vesting conditions. During 2022, there were no changes to the number of RSUs granted was 538,821, with a fair value of \$6,031 as of the grant date. During 2022, there were no changes to the number of shares granted during the period due to leavers in conditions.

Free share plan

All permanent employees hired no later than December 31, 2021 who remained employed were granted free shares on September 30, 2022. The awards vested on October 3, 2022 and are subject to a one-year holding period. During 2022, the total number of Free Shares granted and vested was 334,990 and 330,768, respectively, with vested shares fair value of \$1,715 as of the grant date. During 2023 the remaining free shares were vested with a fair value of \$22. The fair value of \$1,715 as of the grant date. During 2023 the remaining free shares were vested with a fair value of \$22. The first value of \$1,715 as of the grant date. During 2023 the remaining free shares were vested with a fair value of \$22. The first value of \$1,715 as of the grant date. During 2023 the remaining free shares were vested with a fair value of \$22. The first value of \$1,715 as of the grant date. During 2023 the remaining free shares were vested with a fair value of \$22. The first value of \$1,715 as of the grant date. During 2023 the remaining free shares were vested with a fair value of \$22. The first value of \$1,715 as of the grant date. During 2023 the remaining free shares were vested with a fair value of \$1,215 as of the grant must withhold the tax obligation related to the share-based payment and transfer that amount in cash to the tax authority on the employee's behalf. Polestar does not withhold shares in order to settle the employee's tax obligations.

Marketing consulting services agreement

On March 24, 2022, Polestar granted an equity-settled share-based payment in exchange for marketing services through November 1, 2023. Per the terms of the agreement, 250,000 Class A Shares vested on August 31, 2022, the date the F-1 Registration Statement became effective. The remaining 250,000 Class A Shares vest over eight equal quarterly installments with the final vesting date of November 1, 2023. The grant date fair value of the marketing consulting agreement was \$5,308 which was determined using the market value of the shares listed on the Nasdaq. Of the 500,000 Class A Shares with a fair value of \$4,946 were vested as of December 31, 2022. As of December 31, 2023, the final 125,000 Class A shares were vested and the Group incurred a share-based compensation expense of \$359.

Note 9 - Other operating income and expense

The following table details the Group's Other operating income and expense:

	For the year ended December 31,			
	2023	2022	2021	
			(Restated)	
Other operating income				
Net foreign exchange rate difference	38,240	—	—	
Sales of plant operation services to a related party	25,202	—	_	
Gain on asset grouping sold to a related party	16,334	—	—	
Sales of carbon credits to a related party	5,628	_	_	
Other operating income	15,773	4,723	1,520	
Total	\$ 101,177 \$	4,723 \$	1,520	
	For the y	ear ended December 3	l ,	
Other operating expense	2023	2022	2021	
		(Restated)	(Restated)	
Transition services to Polestar Technology	27,630	_	_	
Litigation expense, net of insurance	27,326	_	_	
Non-income tax expense	669	1,083	1,064	
Net foreign exchange rate difference	_	2,264	50,850	
Other operating expenses	4,348	1,681	322	
Total	\$ 59,973 \$	5,028 \$	52,236	

Refer to Note 10 - Investment in associates for further details on Transition services to Polestar Technology; Note 27 - Related party transactions for further details on sales of plant operation services and gain on Assets held for sale; and Note 28 - Assets held for sale for further details on gain on Assets held for sale.

Note 10 - Investment in associates

On June 19, 2023 Polestar entered into a strategic agreement with the technology company, Xingji Meizu, a limited liability company and subsidiary of DreamSmart Technology Pte. Ltd ("DreamSmart"), to combine Polestar's capabilities of design and performance with the software and consumer electronics hardware development expertise of Xingji Meizu. Xingji Meizu and DreamSmart are related parties. The strategic agreement resulted in the inception of Polestar Technology (Shaoxing) Co., Ltd. ("Polestar Technology") which is incorporated in China and has its registered office in Zhejiang province. Polestar Technology engages in the sales and marketing of Polestar Vehicles, DreamSmart smartphones, augmented reality glasses, and other technology products in China. Polestar Technology is not publicly listed.

Under the strategic agreement, Polestar and Xingji Meizu committed to invest \$98,000 and \$102,000, respectively, in Polestar Technology in stages; subject to the parties meeting certain conditions precedent to each contribution. In exchange for the investments, Polestar and Xingji Meizu were granted equity ownership, board seats, and a right to receive 50% of the undistributed profit in Polestar Technology, allocated by their equity ownership ratio, once Polestar Technology becomes profitable. The stages of agreed contributions were as follows:

- An initial contribution of \$60,000, comprised of \$29,400 from Polestar and \$30,600 from Xingji Meizu (the "First Contributions"), subject to the signing of articles of association of Polestar Technology, Polestar Technology's establishment of bank accounts, Polestar's completion of an internal restructuring in China, and the signing of certain ancillary agreements between Polestar and Polestar Technology related to transition services, sales of vehicles, brand licensing, and a sale of operating assets.
- A second contribution or series of contributions, subject to each investor's preference, within six months of the completion of the First Contributions totaling \$140,000, comprised of \$68,600 from Polestar and \$71,400 from Xingji Meizu (the "Remaining Contributions"). The timeframe for completion of the Remaining Contributions may be changed if mutually agreed upon by Polestar, Xingji Meizu, and Polestar Technology.

On December 20, 2023, all conditions precedent to Polestar's obligation to make its First Contribution to Polestar Technology were satisfied and an investment for \$29,400 was initially recognized. However, due to Polestar Technology evaluating a change in province of registration in China, cash was not injected by Polestar and Xingji Meizu until subsequent to December 31, 2023. Refer to *Note 30 - Subsequent events* for further details.

As of December 31, 2023, Polestar owned 49% of Polestar Technology and the remaining 51% was owned by Xingji Meizu. Polestar and Xingji Meizu held 40% and 60%, respectively, of the voting interests in Polestar Technology by virtue of their board seats and associated rights. The Group accounts for its investment in Polestar Technology under the equity method.

Transition services

On June 19, 2023, Polestar began providing transition services to Polestar Technology to assist Polestar Technology through the start-up process. As the terms of the transition service agreement were not finalized and signed until December 20, 2023, these services were provided to Polestar Technology without an agreement of commercial and legal terms (i.e., a contract) between the Group and Polestar Technology; resulting in Polestar providing the transition services to Polestar Technology at its own risk and without rights to consideration from Polestar Technology prior to December 20, 2023. All related costs were expensed as incurred under their respective functional line items in the Consolidated Statement of Loss and Comprehensive Loss prior to signing and then reclassified to Other operating expenses at contract signing. Additionally, Polestar din to record as accured asset and corresponding Other operating expenses at contract signing because the probability of collecting consideration mas deemed to be remote due to Polestar Technology's lack of available liquidity. Until facts and circumstances change such that it becomes probable Polestar will collect consideration under the terms of the agreement, Other operating income will be recognized if and when payment is received (expense), net in the Consolidated Statement of Loss and Comprehensive Loss.

Sales of vehicles

During the year ended December 31, 2023, Polestar and Polestar Technology entered into multiple vehicle sale and purchase agreements for Polestar to sell and deliver PS4s to Polestar Technology. Similar to transition services, the probability of collecting consideration under these agreements was deemed to be remote due to Polestar Technology's lack of available liquidity. As such, Polestar did not record an accrued asset and corresponding revenue associated with the right to receive payment for the vehicles. Until facts and circumstances change such that it becomes probable Polestar will collect consideration under the terms of the agreements, revenue will be recognized if and when payment is received from Polestar Technology. Additionally, despite Polestar Technology's lack of liquidity, physical possession and tile to the vehicles are transferred to Polestar Technology without encumbrance or a right for Polestar to reposses the vehicles in the event Polestar Technology does not pay. This results in full recognition of inventory costs in Cost of sales in the Consolidated Statement of Loss and Comprehensive Loss upon delivery; offset only by an adjustment for the equity method elimination of downstream sales. During the year ended December 31, 2023, the total expense in Cost of sales for vehicles delivered where revenue was not recognized was \$28,376, offset by adjustments for the elimination of downstream sales of \$13,904.

Brand licensing

On November 15, 2023, Polestar licensed the use of the Polestar branding to Polestar Technology for use in its commercial operations in China in exchange for an annual royalty equal to 2% of Polestar Technology's net revenue each year. For the year ended December 31, 2023, no royalty revenue was recognized from Polestar Technology.

Sale of operating assets

On November 28, 2023, Polestar agreed to assign certain lease agreements and sell other related assets to Polestar Technology for their fair value of \$8,159. This asset grouping was not classified as held for sale as of December 31, 2023 because Polestar deemed it unlikely that significant changes to the agreement would not occur or that the agreement would not be terminated after signing due to Polestar Technology's lack of liquidity and other unforeseen complexities.

The following table summarizes the activity related to Polestar's investment in Polestar Technology:

Balance as of January 1, 2023	_
Investment in Polestar Technology	29,400
Elimination of effects of downstream sales	13,904
Recognized share of losses in Polestar Technology	(43,304)
Balance as of December 31, 2023	\$ _
The following table summarizes the activity related to Polestar's unrecognized losses in Polestar Technology: Unrecognized balance as of January 1, 2023	_
Unrecognized share of losses in Polestar Technology	(1,407)
Unrecognized balance as of December 31, 2023	\$ (1,407)
The following table provides summarized financial information from Polestar Technology's financial statements and a reconciliation to the carrying amount of Polestar's investment:	<u> </u>

For the year ended December 31,

	2023
Non-current assets	19,295
Current assets	95,770
Non-current liabilities	(8,774)
Current liabilities	(137,689)
Net liabilities	\$ (31,398)
The Group's share of net liabilities	(15,385)
Elimination of effects of downstream sales	13,904
Unrecognized losses in Polestar Technology	1,407
Other reconciling items	74
Carrying amount of the Group's investment in Polestar Technology	<u>s </u>
Revenue	1,445
Net loss and total comprehensive loss	(91,247)
The Group's share of losses in Polestar Technology	
The Group's share of losses in Polestar Technology	\$ (44,711)

Note 11 - Finance income and expense

The following table details the Group's finance income and expense:

		For the year ended December 31,			
Finance income		2023	2022	2021	
Net foreign exchange rate gains on financial activities		37,125	_	31,574	
Interest income on bank deposits		32,280	7,658	1,396	
Other finance income		49	894	_	
Total	<u>\$</u>	69,454 \$	8,552 \$	32,970	
		For the y	ear ended December 31	,	
Finance expense		2023	2022	2021	
			(Restated)	(Restated)	
Interest expense on credit facilities and financing obligations		116,270	33,331	11,681	
Interest expense to related parties		85,203	37,945	30,770	
Loss on debt modification		6,829	_	_	
Interest expense related to lease liabilities		5,008	6,201	2,377	
Credit facility expenses		_	_	377	
Other finance expenses		11	5	13	
Net foreign exchange rate losses on financial activities		—	30,920	—	
Total	\$	213,321 \$	108,402 \$	45,218	

For the years ended December 31, 2023, 2022 and 2021, interest expense to related parties was comprised of interest on overdue Trade payables balances and interest on related party borrowings. For the year ended December 31, 2023, Loss on debt modification relates to loss incurred on Polestar's modification of its related party convertible instrument with Volvo Cars. Refer to *Note 27 - Related party transactions* for further discussion.

Note 12 - Leases

Polestar Group as Lessee

As a lessee, Polestar Group primarily leases buildings and manufacturing production equipment. The Group also has short-term and low value leases related to the leasing of temporary spaces and small IT equipment, respectively. The lease term for land and buildings is generally 2-15 years, with the exception of one long term land lease with a term of 50 years. The lease term for machinery and equipment is generally 2-6 years. The following table depicts the changes in the Group's right-of-use assets, which are included within Property, plant, and equipment:

	Machinery and	
Buildings and land	equipment	Total

Acquisition cost		15.110	** * * *	
Balance as of January 1, 2022 - (Restated)		45,113	51,144	96,257
Additions - (Restated)		42,449	1,065	43,514
Reclassification to Assets held for sale		(4,975)	—	(4,975)
Cancellations - (Restated)		_	(157)	(157)
Effect of foreign currency exchange rate differences - (Restated)		(4,399)	(4,817)	(9,216)
Balance as of December 31, 2022	\$	78,188 \$	47,235 \$	125,423
Additions		49,807	4,762	54,569
Cancellations		(7,958)	(266)	(8,224)
Effect of foreign currency exchange rate differences		2,576	(1,298)	1,278
Balance as of December 31, 2023	<u>s</u>	122,613 \$	50,433 \$	173,046
Accumulated depreciation				
Balance as of January 1, 2022 - (Restated)		(10,159)	(6,999)	(17,158)
Depreciation expense - (Restated)		(12,389)	(6,837)	(19,226)
Reclassification to Assets held for sale - (Restated)		430	92	522
Effect of foreign currency exchange rate differences - (Restated)		3,184	1,816	5,000
Balance as of December 31, 2022	\$	(18,934) \$	(11,928) \$	(30,862)
Depreciation expense		(19,110)	(8,973)	(28,083)
Cancellations		4,318	_	4,318
Impairment loss		_	(20,145)	(20,145)
Effect of foreign currency exchange rate differences		(565)	509	(56)
Balance as of December 31, 2023	\$	(34,291) \$	(40,537) \$	(74,828)
Carrying amount as of December 31, 2022 - (Restated)	5	59.254 \$	35,307 \$	94,561
Carrying amount as of December 31, 2023	\$	88,322 \$	9,896 \$	98,218

Amounts related to leases recognized in the Consolidated Statement of Loss and Comprehensive Loss are as follows:

	For the	For the year ended December 31,		
	2023	2022	2021	
		(Restated)	(Restated)	
Income from sub-leasing right-of-use assets	1,729	1,415	_	
Expense relating to short-term leases	(888)	(1,598)	(1,300)	
Expense relating to lease of low value assets	(5)	_	_	
Interest expense on leases	(5,008)	(6,201)	(2,377)	
Effect of foreign currency exchange rate differences	_	_	(39)	

The current and non-current portion of the Group's lease liabilities are as follows:

	As of I	December 31,
	2023	2022
		(Restated)
Current lease liability	19,5	47 11,935
Current lease liabilities - related parties	10,6	28 9,928
Non-current lease liability	54,4	39 31,326
Non-current lease liabilities - related parties	42,6	34 43,643
Total	\$ 127,2	48 \$ 96,832

Expected future lease payments to be made to satisfy the Group's lease liabilities are as follow:

As of December 31, 2023 2022

		(Restated)
Within 1 year	31,627	22,384
Between 1 and 2 years	36,225	24,749
Between 2 and 3 years	31,487	20,739
Between 3 and 4 years	19,785	17,924
Between 4 and 5 years	11,463	5,987
Later than 5 years	15,458	29,613
Total	\$ 146,045 \$	121,396

For the years ended December 31, 2023, 2022 and 2021, total cash outflows related to leases, inclusive of interest paid, amounted to \$26,924, \$25,649 and \$11,290, respectively.

Polestar Group as lessor

As a lessor, revenue recognized from operating leases are as follows:

	For the year ended December 31,		
	2023	2022	2021
Vehicle leasing revenue	17,421	16,719	6,217

For the majority of the Group's operating lease contracts as a lessor, vehicles are paid for upfront by the customer at contract inception and repurchased by Polestar at the end of the lease term. The following table depicts the changes in the Group's Vehicles under operating leases:

	Vehicles under operating leases
Acquisition cost	
Balance at January 1, 2022 - (Restated)	122,258
Reclassification from inventories - (Restated)	52,686
Reclassification to inventories - (Restated)	(58,650)
Effect of foreign currency exchange rate differences - (Restated)	(2,680)
Balance as of December 31, 2022	\$ 113,614
Reclassification from inventories	47,438
Reclassification from PPE	56,899
Reclassification to inventories	(82,222)
Effect of foreign currency exchange rate differences	5,719
Balance as of December 31, 2023	\$ 141,448
Accumulated depreciation & impairment	
Balance at January 1, 2022 - (Restated)	(4,822)
Depreciation expense - (Restated)	(17,198
Reclassification to inventories - (Restated)	4,743
Effect of foreign currency exchange rate differences - (Restated)	849
Balance at December 31, 2022	\$ (16,428)
Depreciation expense	(6,773
Impairment loss	(51,046
Reclassification to inventories	12,476
Reclassification from PPE	(9,873)
Effect of foreign currency exchange rate differences	(1,873
Balance as of December 31, 2023	\$ (73,517)
Carrying amount as of December 31, 2022 - (Restated)	\$ 97,186
Carrying amount as of December 31, 2023	\$ 67,931

Note 13 - Income tax benefit (expense)

Income tax benefit (expense) recognized in the Consolidated Statement of Loss and Comprehensive Loss is as follows:

	For the year ended December 31,		
	 2023	2022	2021
		(Restated)	(Restated)
Current income tax for the year	 (16,356)	(21,058)	(3,337)
Deferred taxes	39,128	(7,619)	8,929
Foreign taxes	(15,634)	(983)	(2,517)
Total	\$ 7,138 \$	(29,660) \$	3,075

Information regarding current year income tax benefit (expense) based on the applicable UK and Hong Kong tax rates are as follows:

	F	For the year ended December 31,		
	2023	2022	2021	
		(Restated)	(Restated)	
Loss before tax for the year	(1,189,5	(447,795)	(972,373)	
Tax according to the applicable tax rate ¹	279,7	86 85,081	160,441	
Effect of different tax rates in other countries	(25,9	04) 16,528	62,523	
Operating income/costs, non taxable ²	22,8	85,861	(7,000)	
Withholding tax	(15,6	(983)	(2,517)	
Not recognized tax losses carried forward	(212,0	03) (188,351)	(213,928)	
Non-recognition of deferred tax assets on other temporary differences	(40,5	(12,185)	144	
Recognition/derecognition of deferred taxes from previous year	3	668 (11,830)	3,412	
Current tax related to previous year	(1,7	(3,781)	_	
Total	\$ 7,1	38 \$ (29,660)	\$ 3,075	

1 - 2023: 25 52% (UK rate), 2022: 19% (UK rate), 2022: 16.5% (Hong Kong rate). 2 - 2023: Main non-taxable income attributable to the fair value changes of the earn-out rights, corresponding tax \$10,4233. Within the group there are non-deductible expenses such as non-deductible interset expenses in the parent company of corresponding tax \$15,300. Other nondeductible items net \$66,082, including non-taxable income 3 - 2022: Primarily attributable to the Listing expense being non-tax deductible, corresponding tax \$10,740 and Fair value changes of the Earn-out rights being non-taxable income, corresponding tax \$171,993. Other non-tax items net \$14,792.

The 2021 Hong Kong tax rate in the table above is reflective of the Inland Revenue (Arendment) (No. 7) Bill 2017 (the "Bill"), which was passed by the Hong Kong Legislative Council in 2018. The Bill introduces the two-tiered profits tax rates regime, under which, the first 2,000,000 Hong Kong Dollar ("HKD") of profits of the qualifying group entity will be taxed at 8.25%, and profits above 2,000,000 HKD will be taxed at 16.5%. Information regarding the composition of recognized Deferred tax assets is as follows:

	As o	of December 31,
Specification of deferred tax assets	2023	2022
		(Restated)
Tax losses carried forward	2:	5,530 47,898
Right-of use assets	29	9,077 24,615
Intangibles		
Inventory	17	7,837 1,117
Accruals	2:	5,865 13,808
Warranty	11	1,019 7,755
Tangible assets		612 —
Other temporary differences	1	1,436 —
Recognized value of deferred tax assets as of December 31	\$ 11	1,376 \$ 95,193
Netting of asset and liability tax positions	(68	3,335) (83,906)
Deferred tax assets as of December 31	\$ 43	3,041 \$ 11,287

Information regarding the composition of recognized Deferred tax liabilities is as follows:

As of December 31,

Specification of deferred tax liabilities	2023	2022
		(Restated)
Intangible assets	23,825	39,546
Inventory	3,071	19,884
Accruals	13,008	11,393
Warranty	6,259	938
Lease liability	25,507	24,615
Other temporary differences		—
Recognized value of deferred tax liabilities as of December 31	\$ 71,670 \$	96,376
Netting of asset and liability tax position	(68,335)	(83,906)
Deferred tax liability as of December 31	\$ 3,335 \$	12,470

All changes in Deferred tax assets and liabilities have been reported in the Consolidated Statement of Loss and Comprehensive Loss for the years ended December 31, 2023, 2022, and 2021 respectively. Deferred taxes have been calculated by applying the tax rate per jurisdiction.

Information regarding unrecognized Deferred tax assets:

The Group recognizes Deferred tax assets to the extent that the Group believes that the likelihood of recognition is probable. In making such a determination, the Group considers reversals of existing taxable temporary differences, projected future taxable income, tax-planning strategies and the results of recent operations. Unrecognized Deferred tax assets are reassessed at each reporting date and recognized to the extent that it has become probable that future taxable profits will be available against which they can be used. Significant management judgements and assumptions are required in determining the recognition of Deferred tax assets related to tax losses and other temporary deductible differences. A change in judgement or assumption could have a material impact on the recognition of Deferred tax assets.

As of December 31, 2023 and 2022, the Group made the judgement that there is not sufficient, objectively verifiable evidence available which would demonstrate that it is more likely than not that the Group would be able to realize all Deferred tax assets in the future. This resulted in Deferred tax assets on tax loss carry forwards not being recognized amounting to \$698,037 and \$469,498 as of December 31, 2023 and 2022, respectively.

Tax loss carryforwards through the year of expiration are as follows:

		As of December 31,		
	2023		2022	
			(Restated)	
2023		—	_	
2024		_	67,221	
2025		_	174,128	
2026		169,970	131,524	
2027		109,965	188,728	
2028		147,666	215,925	
2029 onwards	2	,951,159	1,368,738	
Tax loss carryforwards as of December 31	\$ 3	,378,760 \$	2,146,264	

The increase in tax losses available for carryforward are mainly attributable to losses incurred as a consequence of the Group scaling its Research and development expense to meet the demands of the growing business. Further, for the year ended December 31, 2022, tax loss carryforwards and other temporary differences of \$115,423 were attributable to the Chengdu facility which was held for sale. Refer to *Note 28 - Assets held for sale* for further details.

As of December 31, 2023, the Group had unused tax losses of \$3,378,760, for which no deferred tax asset has been recognized due to unpredictability of future profit streams. As of December 31, 2023 and 2022, tax losses in Sweden of \$2,815,756 and \$1,573,484, respectively, have an indefinite carryforward period. As of December 31, 2023 and 2022, tax losses in China of \$\$46,825 and \$561,601, respectively, have a five-year carryforward period. In addition to the losses referred to above, the Group also had Deferred tax assets arising on other temporary differences of \$423,744 and \$251,566 as of December 31, 2023 and 2022, respectively, where no Deferred tax assets have been recognized. The Pillar Two legislation has been enacted or substantively enacted in several of the jurisdictions in which the Polestar Group operates. The legislation will be effective for the Group's financial year beginning 1 January 2024. The

The Pillar Two legislation has been enacted or substantively enacted in several of the jurisdictions in which the Polestar Group operates. The legislation will be effective for the Group's financial year beginning 1 January 2024. The Group is in scope of the enacted or substantively enacted legislation and has performed an assessment of the Group's potential exposure to Pillar Two income taxes for the current year ending on 31 December 2023, had the legislation been effective for this year.

The assessment of the potential exposure to Pillar Two income taxes is based on the Group's consolidated financial statements for the current year. Based on the assessment performed, the transitional safe harbor relief applies for most jurisdictions and in the few jurisdictions where this relief does not apply, the full ETR calculation results in an effective tax rate above 15%. Management is not

currently aware of any circumstances under which this might change. Therefore, the Group does not expect a potential exposure to Pillar Two top-up taxes.

Note 14 - Net loss per share

For the year ended December 31, 2023, potentially dilutive instruments issued were unvested equity-settled payments discussed in *Note 8 - Share-based payment*. For the year ended December 31, 2022, potentially dilutive instruments issued were the Class C Shares and the earn-out to the Former Parent related to the Closing of the BCA discussed in *Note 18 - Reverse recapitalization*, and unvested equity-settled payments discussed in *Note 8 - Share-based payment*. The Convertible Notes of the Former Parent were the only dilutive instrument outstanding prior to the reverse recapitalization and were converted to Class A Shares in the Group upon the Closing of the BCA. These financial instruments were excluded from the diluted weighted average number of ordinary shares calculation as their effect would have been anti-dilutive. For the year ended December 31, 2021, 4,306,466 shares issuable upon conversion of the Convertible Notes were excluded from the diluted weighted average number of ordinary shares calculation as their effect would have been anti-dilutive. Dilutive Net loss per share was the same as basic Net loss per share for all periods presented.

Loss per share for the periods prior to the reverse recapitalization are retrospectively adjusted to reflect the number of equivalent shares issued by the parent to the former parent, based on the number of shares outstanding on the reporting dates multiplied by the exchange ratio of 8.335. Refer to *Note 22 - Equity* for further details. The following table presents the computation of basic and diluted Net loss per share for the years ended December 31, 2023, 2022, and 2021 when applying the exchange ratio:

		For the year ended December 31,			
	_	2023	2022	2021	
			(Restated)	(Restated)	
	_	Class A	and B Common Shares	6	
Net loss attributable to common shareholders		(1,194,831)	(477,455)	(969,298)	
Weighted-average number of common shares outstanding:					
Basic and diluted		2,110,069	2,027,328	1,911,580	
Net loss per share (in ones):					
Basic and diluted		(0.57)	(0.24)	(0.51)	

The following table presents shares that were not included in the calculation of diluted loss per share as their effects would have been antidilutive for the years ended December 31, 2023, 2022, and 2021:

	For the	For the year ended December 31,			
	2023	2022	2021		
Earn-out Shares	158,177,609	158,177,609	—		
Class C-1 Shares	20,499,965	15,999,965	_		
Class C-2 Shares	4,500,000	9,000,000	—		
PSUs	1,971,076	858,821	_		
RSUs	762,071	458,620	_		
Marketing consulting services agreement	—	125,000	_		
Convertible Notes	_	_	4,306,466		
Total antidilutive shares	185,910,721	184,620,015	4,306,466		

Note 15 - Intangible assets and goodwill

The following table depicts the split between Polestar Group's intangible assets, goodwill and trademarks:

			As Decem	s of iber 31,	
			 2023	2022	
				(Restated)	
Intangible assets			1,362,281	1,345,515	
Goodwill and trademarks			50,448	48,767	
Total			\$ 1,412,729	\$1,394,282	
Intangible assets were as follows:					
	Internally developed IP	Software	Acquired IP	Total	
Acquisition cost					

Balance as of January 1, 2022 - (Restated)		149,148	2,446	1,540,676	1,692,270
Additions ¹ - (Restated)		89,744	1,039	215,532	306,315
Derecognition due to program changes		(10,007)	_	—	(10,007)
Effect of foreign currency exchange rate differences - (Restated)		(19,175)	(282)	(190,360)	(209,817)
Balance as of December 31, 2022 - (Restated)	\$	209,710 \$	3,203 \$	1,565,848 \$	1,778,761
Additions ¹		99,362	7,665	240,312	347,339
Derecognition due to program changes		(8,341)	_	—	(8,341)
Divestments and disposals		_	_	(12,347)	(12,347)
Effect of foreign currency exchange rate differences		12,214	512	41,905	54,631
Balance as of December 31, 2023	\$	312,945 \$	11,380 \$	1,835,718 \$	2,160,043
Accumulated amortization and impairment					
Balance as of January 1, 2022 - (Restated)		(15,659)	(433)	(358,471)	(374,563)
Amortization expense - (Restated)		(1,211)	(275)	(101,604)	(103,090)
Effect of foreign currency exchange rate differences - (Restated)		2,014	35	42,358	44,407
Balance as of December 31, 2022	\$	(14,856) \$	(673) \$	(417,717) \$	(433,246)
Amortization expense		(748)	(812)	(105,475)	(107,035)
Divestments and disposals		_	_	12,297	12,297
Impairment loss ²		(2,693)	_	(254,374)	(257,067)
Effect of foreign currency exchange rate differences		(597)	(63)	(12,051)	(12,711)
Balance as of December 31, 2023	\$	(18,894) \$	(1,548) \$	(777,320) \$	(797,762)
					· · · · ·
Carrying amount as of December 31, 2022 - (Restated)	\$	194,854 \$	2,530 \$	1,148,131 \$	1,345,515
Carrying amount as of December 31, 2023	\$	294,051 \$	9,832 \$	1,058,398 \$	1,362,281
1. OF \$147,770 in additions for the same and all December 21,2022 \$217,861 here here and ad in such These \$217,861 here included in the \$457,764 or	ab and for increasing anticipies advected as additions as interest	bla service and the servicinian \$220,502 ar	lates to deservo in Tanda monthlas	alatad anatias Gam arian sana akiakan	

1 - 0f \$347,339 in additions for the year ended December 31, 2023, \$217,861 has been settled in cash. These \$217,861 are included in the \$457,364 cash used for investing activities related to additions to intangible assets, and the remaining \$239,503 relates to decreases in Trade payables - related parties from prior years which were settled in cash during the year ended December 31, 2023, 0f \$306,315 in additions for the year ended December 31, 2022, \$237,778 was settled in cash and included in cash used for investing activities related to additions to intangible assets. 2 - For the year ended December 31, 2022, \$105,102 cas (200) was assessed for immuniting the \$257,060 vere recognized endet to the amount was recognized within Cost of sales.

For the year ended December 31, 2023, additions to internally developed IP are primarily related to the Polestar 5 and various other internal programs, such as model year changes. Additions of acquired IP during the year ended December 31, 2023 were related to acquisitions of the Polestar 2 and Polestar 3 IP from Volvo Cars and the acquisition of IP related to the Polestar 4 from Geely. Refer to *Note 27 - Related party transactions* for further details. Changes to the carrying amount of goodwill and trademarks were as follows:

	Goodwill	Trademarks	Total
Balance as of January 1, 2022	 53,282	2,647	55,929
Effect of foreign currency exchange rate differences	(6,822)	(340)	(7,162)
Balance as of December 31, 2022	\$ 46,460	\$ 2,307	\$ 48,767
Effect of foreign currency exchange rate differences	1,601	80	1,681
Balance as of December 31, 2023	\$ 48,061	\$ 2,387	\$ 50,448

Note 16 - Property, plant and equipment

As of December 31, 2023 and 2022, PPE has been reported in the Consolidated Statement of Financial Position with carrying amounts of \$316,867 and \$275,954, respectively. Of these amounts, \$88,322 and \$59,254 is related to ROU assets for leased buildings and land, and \$9,896 and \$35,307 is related to ROU assets for leased machinery and equipment, respectively. Refer to *Note 12 - Leases* for more details on the Group's ROU assets and operating leases. Property, plant and equipment was as follows:

	Buildings and land	Machinery and equipment	Machinery under development	Total
Acquisition cost	,			
Balance as of January 1, 2022 - (Restated)	52,230	137,476	27,666	217,372
Additions ¹ - (Restated)	2,789	13,434	58,171	74,394

Divestments and disposals	(604)	(919)	—	(1,523)
Reclassifications ² - (Restated)	(1,976)	53,477	33	51,534
Reclassified to Assets held for sale - (Restated)	(44,342)	(17,582)	—	(61,924)
Effect of foreign currency exchange rate differences - (Restated)	(4,027)	(10,202)	(1,976)	(16,205)
Balance as of December 31, 2022 - (Restated)	\$ 4,070 \$	175,684 \$	83,894 \$	263,648
Additions ¹	 4,699	81,253	42,419	128,371
Divestments and disposals	(313)	(47,419)	—	(47,732)
Reclassifications ²	433	(27,606)	(29,726)	(56,899)
Effect of foreign currency exchange rate differences	27	(967)	(2,445)	(3,385)
Balance as of December 31, 2023	\$ 8,916 \$	180,945 \$	94,142 \$	284,003
Depreciation and impairment				
Balance as of January 1, 2022 - (Restated)	(4,712)	(77,149)	_	(81,861)
Depreciation expense - (Restated)	(3,101)	(15,136)	—	(18,237)
Divestments and disposal	47	447	—	494
Reclassifications ²	195	(195)	—	—
Reclassified to Assets held for Sale - (Restated)	5,623	4,753	_	10,376
Effect of foreign currency exchange rate differences - (Restated)	938	6,035	—	6,973
Balance as of December 31, 2022 - (Restated)	\$ (1,010) \$	(81,245) \$	— \$	(82,255)
Depreciation expense	(1,715)	(13,736)	—	(15,451)
Divestments and disposal	25	45,206	_	45,231
Impairment loss ³	_	(22,381)	(602)	(22,983)
Reclassifications ²	(6)	9,879	_	9,873
Effect of foreign currency exchange rate differences	(3)	234	—	231
Balance as of December 31, 2023	\$ (2,709) \$	(62,043) \$	(602) \$	(65,354)
Carrying amount at December 31, 2022 - (Restated)	\$ 3,060 \$	94,439 \$	83,894 \$	181,393
Carrying amount at December 31, 2023	\$ 6.207 \$	118,902 \$	93,540 \$	218,649

1 - Of \$123.371 in additions for the year ended December 31, 2023, \$109,141 has been settled in cash. These \$109,141 are included in the \$137,400 in the cash-flow from investing activities related to additions to roperty, plant and equipment, and the remaining \$23,259 relates to decreases in Trade payables from prior years which were settled in cash during the year ended December 31, 2023, \$247,026 is a reclassification from Property, plant and equipment, and the remaining \$1,387 extended in the \$127,400 in the cash-flow from investing activities related to additions to roperty, plant and equipment, and the remaining \$1,387 extended in the \$12,203, \$27,026 is a reclassification from Property, plant and equipment in the year ended December 31, 2022, \$30,881 was settled in cash during be year ended becember 31, 2023, \$47,026 is a reclassification from Property, plant and equipment to Assets under operating lease for vehicles that have been repurposed permanently and are currently in use for leasing business with customers. For the year ended December 31, 2023, \$47,026 is a reclassification from Property, plant and equipment for Vehicles that were in the process of being repurposed permanently for leasing business with customers and were not sold during the year ended December 31, 2022, \$30,881 are classification from Property, plant and equipment and equipment. To vehicles that were in the process of being repurposed permanently for leasing business with customers and were not sold during the year ended December 31, 2022, \$30,891 are classification for Newtoners 31, 2023, Polestar 2 CGU was assessed for impairment losses amounting to \$22,983 were recognized in Cost of Sales. The impairment amount was allocated to Machinery and equipment.

Note 17 - Financial instruments

The following table shows the carrying amounts of financial assets and liabilities measured at fair value through profit and loss on a recurring basis:

		As of Decemb	er 31, 2023			As of December	r 31, 2022	
Assets measured at FVTPL	 Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Other investments	—	—	2,414	2,414	 —	—	2,333	2,333
Total assets	\$ — \$	— \$	2,414	\$ 2,414	\$ — \$	— \$	2,333	\$ 2,333
Liabilities measured at FVTPL								
Earn-out rights	_	_	155,402	155,402	_	_	598,570	598,570
Class C-1 Shares	4,920		—	4,920	17,920	—	—	17,920
Class C-2 Shares	_	1,080	_	1,080	_	10,080	_	10,080
Total liabilities	\$ 4,920 \$	1,080 \$	155,402	\$ 161,402	\$ 17,920 \$	10,080 \$	598,570	\$ 626,570

During the year ended December 31, 2022, Polestar made a \$2,500 investment in the fast charging innovator, StoreDot. During the year ended December 31, 2023, Polestar did not make any additional investments. The StoreDot investment made in the year ended December 31, 2022, is presented in Other investments in the Consolidated Statement of Financial Position and is valued at \$2,414 as of December 31, 2023.

Refer to Note 1 - Overview and basis of preparation and Note 18 - Reverse recapitalization for more details on the financial liabilities related to the Class C Shares and the Earn-out rights. The following table shows the carrying amounts of financial assets and liabilities measured at amortized cost:

	As of Decemb		
Financial assets	2023	2022	
		(Restated)	
Cash and cash equivalents	 768,927	973,877	
Trade receivables and trade receivables - related parties	187,231	318,803	
Accrued income - related parties	152,605	49,060	
Other current receivables and insurance recovery assets	25,920	10,840	
Other non-current assets	7,212	5,306	
Total	\$ 1,141,895 \$	1,357,886	
Financial liabilities			
Liabilities to credit institutions	2,023,582	1,326,388	
Other non-current interest-bearing liabilities and other non-current liabilities - related parties	1,463,683	74,969	
Accrued expenses and accrued expenses - related parties	593,056	332,046	
Trade payables and trade payables - related parties	368,145	1,032,579	
Interest-bearing current liabilities ¹ and interest-bearing current liabilities - related parties	87,879	38,553	
Other non-current liabilities and other non-current liabilities - related parties	73,149	27,859	
Liabilities related to repurchase commitments	58,482	73,241	
Advance payments from customers	16,415	35,717	
Other current liabilities - related parties	606	69,062	
Total	\$ 4,684,997 \$	3,010,414	

1 – The Group's current and non-current lease liabilities are included in Interest-bearing current liabilities and Other non-current interest-bearing liabilities, respectively. These amounts are presented separately in *Note 12 - Leases*.

Total interest income arising on financial assets measured at amortized cost related to Cash and cash equivalents as of December 31, 2023, 2022, and 2021, and amounted to \$32,280, \$7,658, and \$1,396, respectively. Total interest expense arising on financial liabilities measured at amortized cost related to liabilities to credit institutions, lease liabilities, other financing obligations, and related party liabilities as of December 31, 2023 amounted to \$206,481. Total interest expense arising on financial liabilities measured at amortized cost related mainly to liabilities to credit institutions and other financing obligations as of December 31, 2022, and 2021, and amounted to \$77,477 and \$44,828, respectively.

The following table shows the maturities for the Group's non-derivative financial assets and liabilities as of December 31, 2023:

	Г	Due between 1 and 5		
	Due within 1 year	years	Due beyond 5 years	Total
Financial assets				
Trade receivables and trade receivables - related parties	187,231	_	—	187,231
Accrued income - related parties	152,605	_	—	152,605
Other current receivables and insurance recovery assets	25,920	_	—	25,920
Other non-current assets	—	7,212	—	7,212
Total	\$ 365,756 \$	7,212 \$	—	\$ 372,968
Financial liabilities				
Liabilities to credit institutions	2,023,582	_	—	2,023,582
Accrued expenses and accrued expenses - related parties	593,056	_	_	593,056
Trade payables and trade payables - related parties	368,145	—	—	368,145
Interest-bearing current liabilities and interest-bearing current liabilities - related parties	87,879			87,879
Liabilities related to repurchase commitments	58,482	_	—	58,482
Advance payments from customers	16,415	_	_	16,415
Other current liabilities - related parties	606	_	—	606
Other non-current interest-bearing liabilities	_	1,452,212	11,471	1,463,683

Other non-current liabilities and other non-current liabilities - related parties	_	73,149	—	73,149
Total	\$ 3,148,165 \$	1,525,361 \$	11,471 \$	4,684,997

The following table shows the maturities for the Group's non-derivative financial assets and liabilities as of December 31, 2022:

	Due wi	ithin 1 year	years	Due beyond 5 years	Total
Financial assets					
Trade receivables and trade receivables - related parties (Restated)		318,803	—	—	318,803
Accrued income - related parties		49,060	_	—	49,060
Other current receivables		10,840	—	—	10,840
Other non-current assets		_	5,306	—	5,306
Total - (Restated)	\$	378,703 \$	5,306 \$	_	\$ 384,009
Financial liabilities	-				
Liabilities to credit institutions - (Restated)		1,326,388	—	—	1,326,388
Trade payables and trade payables - related parties (Restated)		1,032,579	—	—	1,032,579
Accrued expenses and accrued expenses - related parties (Restated)		332,046	—	—	332,046
Liabilities related to repurchase commitments - (Restated)		73,241	_	—	73,241
Other current liabilities - related parties (Restated)		69,062	_	_	69,062
Interest-bearing current liabilities and interest-bearing current liabilities - related parties (Restated)		38,553	_	_	38,553
Advance payments from customers - (Restated)		35,717	—	—	35,717
Other non-current interest-bearing liabilities and other non-current interest-bearing liabilities - related parties (Restated)		_	64,185	10,784	74,969
Other non-current liabilities - (Restated)		_	27,859	_	27,859
Total - (Restated)	\$	2,907,586 \$	92,044 \$	10,784	\$ 3,010,414

Maturities are not provided for the Group's derivative liabilities related to the Earn-out rights and the Class C Shares that were assumed as part of the merger with GGI on June 23, 2022. The derivative liability related to the Earn-out rights can only be equity settled and therefore will never have a cash flow impact on the Group. The derivative liabilities related to the Class C Shares can be either cash or equity settled, depending on certain circumstances that may occur in the future. However, the timing of those circumstances are uncertain and any cash flow impacts cannot be forecasted in a useful manner. Refer to *Note 1 - Overview and basis of preparation* and *Note 18 - Reverse recapitalization* for more details on the financial liabilities related to the Class C Shares and the Earn-out rights.

Polestar's material financial instruments measured at FVTPL are its derivative financial liabilities for the Earn-out rights and Class C Shares. For the year ended December 31, 2023 and 2022, respectively, Polestar recognized \$465,168 and \$937,158, in gains for these financial instruments measured at FVTPL.

Note 18 - Reverse recapitalization

As previously outlined in Note 1 - Overview and basis of preparation, Polestar underwent a reverse recapitalization through the merger with GGI and related arrangements. Under this type of transaction structure, Polestar Group is the accounting acquirer and accounting predecessor while GGI is treated as the acquired entity for financial reporting purposes. The Group was deemed to be the accounting acquirer based on an evaluation of the following facts and circumstances:

- Shareholders of the Former Parent retained the largest voting interest in the Group with over 99% of the voting interests;
- the Board of Directors of the Group comprises four members nominated by the Former Parent, as compared to one member nominated by certain investors in GGI;
- the Former Parent has the ability to appoint the remaining members of the Board as deemed necessary;
- the Former Parent's senior management is the senior management of the Group;
- the Former Parent's operations comprise substantially all of the ongoing operations of the Group following the merger with GGI; and
- the Group was the larger entity by substantive operations and employee base while GGI lacked operating activities and maintained net assets principally comprised of cash.

GGI did not meet the definition of a business in accordance with IFRS 3, *Business Combination* ("IFRS 3"), and the merger with GGI was instead accounted for within the scope of IFRS 2, *Share-based payment* ("IFRS 2"), as a share-based payment transaction in exchange for a public listing service. Under IFRS 2, the Group recorded a one-time share-based expense of \$372,318 at the Closing of the BCA that was calculated based on the excess of the fair value of the Group issued to public investors via Class A Shares in Parent

utilizing the publicly traded share price at the Closing of \$11.23 over the fair value of the identifiable net assets of GGI that were acquired. The amount of GGI's identifiable net assets of acquired at Closing, were as follows:

Cash and cash equivalents	579,146
Prepaid assets	6,050
Public warrant liability	(40,320)
Private warrant liability	(22,770)
Total GGI identifiable net assets at fair value	\$ 522,106
The net assets of GGI are stated at fair value, with no goodwill or other intangible assets recorded. The IFRS 2 Listing expense was calculated as follows:	

Fair value of Polestar ¹	22,183,823
Equity interest in Polestar issued to GGI shareholders	5.1 %
Equity interest in Polestar issued to Former Parent shareholders	94.9 %
Deemed cost of shares issued by Polestar ¹	1,131,375
GGI identifiable net assets at fair value	(522,106)
Sponsor and third-party PIPE Cash	(236,951)
IFRS 2 Listing Expense	\$ 372,318

1 - The deemed cost of the shares issued by Polestar was estimated based on the fair value of Polestar at Closing, less an adjustment in respect to the fair value of the earn-out rights (discussed below).

Class C Shares

On the Closing of the BCA, Public Warrants and Private Warrants in GGI that were issued and are outstanding immediately prior to the Closing were exchanged for Class C-1 Shares and Class C-2 Shares in Parent. Class C-1 Shares have the following terms:

- Each whole Class C-1 Share entitles the holder to purchase one Class A Share in Parent at an exercise price of \$11.50, subject to adjustments for split-ups and dividends. The Class C-1 Shares may also be exercised on a cashless basis by the holder
- Each whole Class C-1 Share is exercisable 30 days after the Closing of the BCA and expires on the earlier of:
 - June 23, 2027,
 - the date the Class C-1 Shares are redeemed by the Group, or
 - · the liquidation of the Group.
- The Group may (1) redeem the outstanding whole Class C-1 Shares at a price of \$0.01 per Class C-1 Share or (2) convert the outstanding whole Class C-1 Shares in Class A Shares in Parent on a cashless basis any time while the warrants are exercisable upon a minimum of 30 days prior written notice of redemption if, and only if, the last sales price of the Class A Shares in Parent equals or exceeds \$18 per share (as adjusted for split-ups, dividends, and the like) on each of 20 trading days within any 30 trading day period ending on the third business day prior to the date on which redemption notice is given.
- The Group may require the conversion of all of the outstanding Class C-1 Shares into Class A Shares in Parent on a cashless basis beginning on October 24, 2022, provided:
 - that the last reported price of the Class A Shares in Parent was at least \$10.00 per share (as adjusted for split-ups, dividends, and the like) on the trading day prior to the date on which redemption notice is given,
 the Class C-2 Shares are converted on the same basis as the outstanding Class C-1 Shares, and
 - there is an effective registration statement covering the Class A Shares in Parent arising upon conversion of the Class C Shares is available for 30 days prior to the date the Class C-1 Shares are redeemed by the Group.
- The Class C-1 Shares may be exercised, on a cash or cashless basis at any time after a notice of redemption shall have been given by the Group and prior to the date the Class C-1 Shares are redeemed by the Group.

The Class C-2 Shares are identical to the Class C-1 Shares, except that the Class C-2 Shares:

- · are not redeemable by the Group as long as they are held by certain GGI investors and their permitted transferees;
- automatically convert to Class C-1 Shares if they are transferred to individuals other than certain GGI investors and their permitted transferees;
- may be converted to Class C-1 Shares at any time by the holder upon notification to the Group; and
- · are exercisable on a cashless basis by the holder.

The Group applied the provisions of IAS 32, and IFRS 9 in accounting for the Class C Shares. Under IAS 32 and IFRS 9, the Class C Shares failed to meet the definition of equity because they could result in the issuance of a variable number of Class A Shares in the Parent in the case of a cashless basis exercise. Additionally, in the case of a redemption or conversion, the Group would be required to either pay cash or issue a variable number of shares to the holders of the Class C Shares. Instead, the Class C Shares meet the

definition of derivative liabilities that are carried at fair value with subsequent changes in fair value recognized in the Consolidated Statement of Loss and Comprehensive Loss at each reporting date.

The Class C-1 Shares are publicly traded on the Nasdaq (i.e., Level 1 input) and the closing share price of the GGI Public Warrants on June 23, 2022 was used to measure their fair value upon initial recognition. The Class C-2 Shares are not publicly traded and require a valuation approach leveraging Level 2 inputs. Refer to Note 1 - Overview and basis of preparation for further details on the valuation methodology utilized to determine the fair value of the Class C-2 Shares upon initial recognition and subsequently thereafter. On March 22, 2023, 4,500,000 Class C-2 Shares with a fair value of \$3,285 were converted to 4,500,000 Class C-1 Shares with the same fair value following the election by the respective holders of the Class C-2 Shares and approval from the Board of Directors.

		As of December	31, 2023	As of December	31, 2022	
	Liabili	ty Fair Value	Number Outstanding	Liability Fair Value	Number Outstanding	
Class C-1 Shares		4,920	20,499,965	17,920	15,999	9,965
Class C-2 Shares		1,080	4,500,000	10,080	9,000),000
Total	\$	6,000	24,999,965 \$	28,000	24,999	,965
					Class C-1 S	Shares
As of January 1, 2022						-
Class C-1 Shares issued						40,32
Change in fair value measurement						(22,400
As of December 31, 2022					\$	17,920
Class C-2 Shares converted to Class C-1 Shares						3,28
Change in fair value measurement						(16,28
As of December 31, 2023					\$	4,920
					Class C-2 S	Shares
As of January 1, 2022						-
Class C-2 Shares issued						22,77
Change in fair value measurement						(12,690
As of December 31, 2022					S	10,080
Class C-2 Shares converted to Class C-1 Shares						(3,28
Change in fair value measurement						(5,71
As of December 31, 2023					\$	1,080

The fair value change for Class C Shares are as follows:

		For the year ended December 31,			
	2023		2022	2021	
Fair value change - Class C-1 Shares		13,000	22,400	_	
Fair value change - Class C-2 Shares		9,000	12,690	_	
Fair value change - Class C Shares	\$	22,000 \$	35,090 \$	—	

Earn-out rights

On the Closing of the BCA, the Former Parent (or the shareholders of the Former Parent if the Former Parent is dissolved or liquidated) was issued a contingent right to receive earn-outs of up to 24,078,638 Class A Shares and 134,098,971 Class B Shares in Parent, issuable in five tranches that each comprise 4,815,728 Class A Shares and 26,819,794 Class B Shares in Parent. Each tranche is issuable once the daily volume weighted average price of Class A Shares in Parent meets specific price hurdles for 20 trading days out of any 30 day trading period beginning after December 23, 2022 and ending on December 23, 2028. The daily volume weighted average price of Class A Shares in Parent that is required to trigger each tranche is as follows:

Tranche 1 — \$13 per share

• Tranche 2 — \$15.50 per share

Tranche 3 — \$18 per share

- Tranche 4 \$20.50 per share
- Tranche 5 \$23 per share

If the daily volume weighted average price of Class A Shares in Parent triggers a higher price tranche prior to triggering a lower price tranche, all tranches below the tranche triggered are also triggered for (e.g., if tranche 5 is triggered, tranches 1 through 4 are also triggered). Additionally, in the event there is a change of control of the Group (i.e., there is a change in greater than 50% equity ownership of the Group) all five tranches are automatically triggered for issuance. The Former Parent's contingent right to the earn-out tranches that are not triggered for issuance by December 23, 2028 will expire immediately.

The Group applied the provisions of 1AS 32 and IFRS 9 in accounting for the contingent earn-out rights of the Former Parent. Under IAS 32 and IFRS 9, the contingent earn-out rights for the control of the Group. Instead, it meets definition of a derivative liability that is carried at fair value with subsequent changes in fair value recognized in the Consolidated Statement of Loss and Comprehensive Loss at each reporting date. However, since it provides value to owners of the Former Parent effectively in the fair value with subsequent the fair value at the Consolidated Statement of Loss and Comprehensive Loss at each reporting date. However, since it provides value to owners of the Former Parent effectively in the form of a pro rata dividend, the fair value at the Closing of the BCA was charged to Accumulated deficit.

The contingent earn-out rights require a valuation approach leveraging Level 3 inputs. Refer to Note 1 - Overview and basis of preparation for further details on the valuation methodology utilized to determine the fair value of the earn-out.

	Earn-out Rights
As of January 1, 2022	
Earn-out rights issued	1,500,638
Change in fair value measurement	(902,068)
As of December 31, 2022	\$ 598,570
Change in fair value measurement	(443,168)
As of December 31, 2023	\$ 155,402
The fair value change of earn-out rights are as follows:	

		For the year ended December 31,			
		2023	2022	2021	
Fair value change - Earn-out rights	_	443,168	902,068	_	

Volvo Cars Preference Subscription Shares

At the Closing of the BCA and pursuant to the Volvo Cars Preference Subscription Agreement, Volvo Cars agreed to subscribe for Preference Shares in the Parent in exchange for a cash payment of \$588,826. The cash proceeds were used to pay down outstanding payables owed to VCC. Each Preference Share in the Parent automatically converted into Class A Shares in the Parent at conversion price of \$10 per share thereafter. The Group applied the provisions of IAS 32 and IFRS 9 in accounting for the Volvo Cars Preference Subscription Shares. Under IAS 32, the preference shares did not meet the definition of a financial liability but instal represent a fixed residual interest in Parent (i.e., Class A shares). As such, the initial carrying value of the Volvo Cars Preference Subscription Shares was equity classified and accounted for as a capital contribution from Volvo Cars.

Parent entity restructuring

Pursuant to the terms and conditions of the BCA, the Former Parent was separated from the Group and 100% of the ownership interests in the Group's subsidiaries were transferred to the Parent in exchange for the issuance of 294,877,349 Class A Shares in the Parent, the issuance of 1,642,233,575 Class B Shares in the Parent, and the Earn-out rights. When the Group was separated from the Former Parent, the intercompany relationship between the Former Parent and the Group was severed. This resulted in the realization of accumulated gains in equity of \$1,512 in the Former Parent, which were historically eliminated upon consolidation. The \$1,512 adjustment to equity does not reflect cash consideration transferred, but rather, the non-cash impact of separating intercompany interests and changing parent entities. The restructuring was recognized using the historically eliminated group''s subsidiated group''s subsediated group''s subsediated.

Note 19 - Trade receivables

Trade receivables from contracts with customers represent sales transactions, conducted via sales units, within the markets in which the Group operates. The average credit term to finance service providers and fleet customers is two weeks. Trade receivables - related parties were comprised of sales transactions with related parties in relation to sale of R&D services, software and performance engineered kits.

The	following	table details	the aging	analysis of the	Trade receivables:	
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	Not overdue	1-30 days overdue	30-90 days overdue	>90 days overdue	Total
2023					
Gross trade receivables, external	62,916	49,670	7,842	5,777	126,205
Trade receivables - related parties	52,313	7,474	1,204	35	61,026

Net trade receivables	\$ 115,229 \$	57,144 \$	9,046 \$	5,812 \$	187,231
2022 - (Restated)					
Gross trade receivables, external	124,189	93,371	19,034	2,984	239,578
Trade receivables - related parties	65,522	12,786	519	398	79,225
Net trade receivables	\$ 189,711 \$	106,157 \$	19,553 \$	3,382 \$	318,803

Management determines that a receivable is written off once reasonable means of collection have been unsuccessful and the Group has no reasonable expectations of recovering the entire contractual cash flows, or a portion thereof. As of December 31, 2023 and 2022, the Group has written off a de minimis amount of receivables. Further information on credit risks for Trade receivables is included in *Note 3 - Financial risk management*.

Note 20 - Inventories

The Group's inventory primarily consisted of vehicles as follows:

	As of December 31,		
	 2023 202		
		(Restated)	
Work in progress	 32	1,387	
Finished goods and goods for resale	1,070,897	664,789	
Provision for impairment	(131,570)	(36,022)	
Total	\$ 939,359 \$	630,154	

Inventories recognized as an expense during the years ended December 31, 2023, 2022 and 2021 amounted to \$2,204,298, \$2,182,124 and \$1,232,715, respectively, and were included in Cost of sales in the Consolidated Statement of Loss and Comprehensive Loss.

As of December 31, 2023, 2022, and 2021 write-downs of Inventories to net realizable value amounted to \$134,877, \$14,830 and \$30,782 respectively. The write down was recognized as an expense during the years ended December 31, 2023, 2022, and 2021 and was included in Cost of sales in the Consolidated Statement of Loss and Comprehensive Loss.

Inventories can be pledged as security for liabilities. Refer to Note 25 - Liabilities to credit institutions for further details.

Note 21 - Other current assets

Other current assets for the Group were as follows:

	 As of December 31,		
	 2023 20		
		(Restated)	
Value added tax receivables	 124,906	66,354	
Prepaid expenses and accrued income	36,864	32,452	
Advances to suppliers	16,452	3,337	
Other current receivables	17,570	10,840	
Insurance recovery assets	 8,350	_	
Total	\$ 204,142 \$	112,983	

As of December 31, 2023, prepaid expenses and accrued interest income consisted primarily of prepaid insurance expenses. As of December 31, 2022, prepaid expenses and accrued interest income consisted primarily of prepaid insurance and accrued income related to carbon credits.

Note 22 - Equity

Changes in the Group's equity during the years ended December 31, 2023, 2022, and 2021 were as follows:

	Class A Shares	Class B Shares	Share capital	Other contributed capital
Pre-closing of the merger with GGI				
Balance as of January 1, 2021	214,371,808	—	(1,318,752)	
Issuance during the year	_	18,032,787	(547,157)) —
Conversion from Class A to Class B	(17,345,079)	17,345,079	_	—
Issuance of Convertible Notes		—	_	(35,231)

Balance as of December 31, 2021	197,026,729	35,377,866 \$	(1,865,909) \$	(35,231)
Issuance during the period	_	_	—	_
Balance as of June 23, 2022	197,026,729	35,377,866 \$	(1,865,909) \$	(35,231)
Closing of the merger with GGI				
Removal of Polestar Automotive Holding Limited from the Group				
Exchange of Class A for Class B (1:8.335)	(197,026,729)	1,642,233,575	1,565,447	(1,565,447)
Exchange of Class B for Class A (1:8.335)	294,877,349	(35,377,866)	281,090	(281,090)
Reclassification of GBP Redeemable Preferred Shares	_	_	(65)	65
Issuance of Volvo Cars Preference Shares ¹	58,882,610	_	(589)	(588,237)
Issuance to Convertible Note holders	4,306,466	_	(43)	43
Issuance to PIPE investors	26,540,835	—	(265)	(249,735)
Issuance to GGI shareholders	82,193,962	_	(822)	(521,285)
Listing expense	_	—	_	(372,318)
Transaction costs	_	_	_	38,903
Post-closing of the merger with GGI				
Equity-settled share-based payment	876,451	_	(9)	(9,900)
Balance as of December 31, 2022	467,677,673	1,642,233,575 \$	(21,165) \$	(3,584,232)
Equity-settled share-based payment	299,075	-	(3)	(5,390)
Related party capital contribution ²		_	_	(25,565)
Balance as of December 31, 2023	467,976,748	1,642,233,575 \$	(21,168) \$	(3,615,187)

The Volvo Cars Preference Shares subsequently converted into Class A shares following the merger with GGI on June 23, 2022.
 Refer to the Other financing instruments section of Note 27 - Related party transactions for more details.

Pre-closing of the merger with GGI

In March 2021, the Group distributed 18,032,787 shares of newly authorized Class B Shares at \$30.50 (in ones) per share for gross proceeds of \$550,000 with related issuance costs of \$2,843. Of the 18,032,787 shares issued, 4,262,295 were issued to Geely. In July 2021, 17,345,079 Class A Shares were converted to Class B Shares. As of December 31, 2021, 197,026,729 Class A Shares and 197,026,729 Class B Shares were outstanding, respectively. Each common share was valued at \$8.04 (in ones). Both Class A and B Shares were issued with no par value.

Closing of the merger with GGI

Between January 1, 2022, and prior to the Closing of the merger with GGI, there were no events impacting the Group's equity other than the issuance of 50,000 British Pound Sterling ("GBP") Redeemable Preferred Shares in the Parent with a par value of GBP 1.00, equivalent to \$65, to the Former Parent. This issuance was part of Parent's incorporation in the United Kingdom as a subsidiary of the Former Parent in preparation for the Closing of the merger with GGI. These shares were subsequently reclassified to Share capital when the Former Parent was separated from the Group at Closing.

- In connection with the Closing of the merger with GGI and the removal of the Former Parent (Polestar Automotive Holding Limited) from the Group:
 - 197,026,729 Class A Shares were exchanged at a ratio of 1:8.335 for 1,642,233,575 Class B Shares;
 - 35,377,866 Class B Shares were exchanged at a ratio of 1:8.335 for 294,877,349 Class A Shares;
 - 4,306,466 Class A Shares were issued to holders of the Convertible Notes;
 - 26,540,835 Class A Shares were issued to the PIPE investors;
 - 82,193,962 Class A Shares were issued to the former shareholders of GGI; and
 - 58.882.610 Preference Shares were issued to Volvo Cars which subsequently converted into 58.882.610 Class A Shares
- Refer to Note 1 Significant accounting policies and judgements and Note 18 Reverse recapitalization for more details on the merger with GGI.

Post-closing of the merger with GGI

Following the merger with GGI, 174,075 and 501,451 Class A Shares were issued to employees of the Group as of December 31, 2023 and 2022 under the Omnibus Plan, respectively. 125,000 and 375,000 Class A Shares were issued in exchange for marketing services as of December 31, 2023, and 2022, respectively. Refer to *Note 8 - Share-based payment* for additional details. As of December 31, 2023, there were an additional 4,532,023,252 Class A Shares and 135,133,164 Class B Shares with par values of \$0.01 authorized for issuance. No additional Class C Shares or Redeemable Preferred Shares were authorized for issuance.

The following instruments of Parent were issued and outstanding as of December 31, 2023:

- 467,976,748 Class A Shares with a par value of \$0.01, of which 220,918,695 were owned by related parties;
- 1,642,233,575 Class B Shares with a par value of \$0.01, of which all were owned by related parties;

- 20,499,965 Class C-1 Shares with a par value of \$0.10;
- 4,500,000 Class C-2 Shares with a par value of \$0.10; and
- 50,000 GBP Redeemable Preferred Shares with a par value of GBP 1.00.

Holders of Class A Shares in Parent are entitled to one vote per share and holders of Class B Shares in the Parent are entitled to ten votes per share. Holders of Class C Shares in Parent are entitled to one vote per share and holders of Class A Shares and Class B Shares in the Parent. Additionally, holders of GBP Redeemable Preferred Shares in the Parent have no voting rights. Any dividends or other distributions paid by the Parent shall only be issued to holders of outstanding Class A Shares and Class B Shares in the Parent. Holders of Class C Shares and GBP Redeemable Preferred Shares in the Parent are not entitled to participate in any dividends or other distributions. Refer to *Note 18 - Reverse recapitalization* for additional information on the Class C Shares which are accounted for as derivative financial liabilities in accordance with IAS 32 and IFRS 9.

Convertible Notes

In July 2021, Geely and two other third-parties invested \$35,231 in non-interest-bearing Convertible Notes. Of the \$35,231, \$9,531 was held by Geely. The Convertible notes were accounted for as equity upon issuance and classified within Other contributed capital. The Convertible Notes were not eligible to receive a coupon or dividend for the first 24 months after issuance and were to convert to common shares upon (1) an issuance of equity securities in an amount greater than \$50,000 to any entity that owned more than 35% voting power in the Former Group, (2) the occurrence of any initial public offering, combination with a special purpose acquisition company, or direct listing, (3) a connection with the merger with GGI and the Convertible Notes were converted into 4,306,466 Class A Shares in the Parent, resulting in a reclassification of par value within equity from Other contributed capital to Share capital.

Currency translation reserve

The currency translation reserve comprises exchange rate differences resulting from the translation of financial reports of foreign operations that have prepared their financial reports in a currency other than Polestar Group's reporting currency.

Accumulated deficit

Accumulated deficit comprises Net loss for the year and preceding years less any profits distributed. Accumulated deficit also includes the effects of business combinations under common control within Polestar Group.

Note 23 - Current and non-current provisions

Changes in the Group's current and non-current provisions were as follows:

	Warranties	Employee benefits	Litigation	Other	Total
Balance as of January 1, 2022 - (Restated)	 58,453	7,628	_	11,038	77,119
Additions - (Restated)	106,680	14,590	—	8,986	130,256
Utilization - (Restated)	(25,239)	(8,608)	_	(10,431)	(44,278)
Reversals - (Restated)	(10,785)	(192)	—	(17)	(10,994)
Unwinding of discount and effect in changes due to discount rate - (Restated)	 (3,892)	_	_	_	(3,892)
Balance as of December 31, 2022 - (Restated)	\$ 125,217 \$	13,418 \$	— \$	9,576 \$	148,211
of which current - (Restated)	 53,595	13,322	_	5,932	72,849
of which non-current - (Restated)	71,622	96	-	3,644	75,362
Balance as of January 1, 2023	125,217	13,418	_	9,576	148,211
Additions	93,609	3,333	35,676	20,043	152,661
Utilization	(44,995)	(11,704)	—	(13,053)	(69,752)
Reversals	(17,091)	(1,825)	_	(1,661)	(20,577)
Unwinding of discount and effect in changes due to discount rate	(10,975)	—	—	—	(10,975)
Balance as of December 31, 2023	\$ 145,765 \$	3,222 \$	35,676 \$	14,905 \$	199,568
of which current	 44,581	2,139	35,676	12,491	94,887
of which non-current	101,184	1,083	_	2,414	104,681

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GGI litigation

Per the terms of the BCA governing the merger with GGI discussed in *Note 1 - Overview and basis of preparation*, Polestar is obligated to indemnify directors, officers, and employees of GGI for six years following the Closing of the merger. In August 2023, former public stakeholders of GGI filed a legal claim against certain directors, officers, and employees of GGI; alleging certain misconduct by these individuals with respect to their duties to GGI's stakeholders of GGI filed a legal claim against certain directors, officers, and employees of GGI; alleging certain misconduct by these individuals with respect to their duties to GGI's stakeholders applies to the legal claim and provides coverage for up to \$10,000 of costs after \$5,000 has been pracial by Polestar. However, as of December 31, 2023, not been pracial by Polestar. However, as of December 31, 2023, not been pracial by Polestar. However, as of December 31, 2023, not been pracial by Polestar. However, as of December 31, 2023, not been pracial by Polestar. However, as of December 31, 2023, not \$2,500 has been received on the legal claim and provides coverage for up to \$10,000 of costs after \$5,000 has been pracial by Polestar. However, as of December 31, 2023, not \$8,500 has been received and included in Other current assets on the Consolidated Statement of Financial Position as a virtually certain offsetting recovery. As the outcome of the litigation includes inherent uncertainty, the direct result of the litigation may not be known until late 2025 when trial is scheduled. Polestar's estimates of its obligation could change in the future if new facts and circumstances arise as the legal proceedings continue to develop.

Note 24 - Other current liabilities

Other current liabilities for the Group were as follows:

	As of December 31,			
	 2023	2022		
		(Restated)		
Accrued expenses	 134,818	172,006		
Liabilities related to repurchase commitments	58,482	73,241		
Accrued interest	8,238	2,614		
Personnel related liabilities	37,518	28,816		
VAT liabilities	88,520	78,942		
Other liabilities	20,326	8,645		
Total	\$ 347,902 \$	364,264		

Accrued expenses were mainly related to marketing and product development; personnel related liabilities consisted of wages, salaries, and other benefits payable.

Note 25 - Liabilities to credit institutions

The carrying amount of Polestar Group's Liabilities to credit institutions as of December 31, 2023 and December 31, 2022 were as follows:

	As of Decemb	er 31,
	 2023 202	
Liabilities to credit institutions		(Restated)
Working capital loans from banks	 1,923,755	1,300,108
Floorplan facilities	87,039	14,561
Sale-leaseback facilities	12,788	11,719
Total	\$ 2,023,582 \$	1,326,388

Since Liabilities to credit institutions are short-term with a duration of twelve months or less, the carrying amount of each contract is deemed to be a reasonable approximation of fair value. The Group's risk management policies related to Liabilities to credit institutions and other debt instruments are further detailed in *Note 3 - Financial risk management* of the Consolidated Financial Statements, as of, and for the year ended, December 31, 2023. The Group had the following working capital loans outstanding as of December 31, 2023:

Currency	Term	Security	Interest	respective currency (thousands)	Amount in USD (thousands)
EUR	February 2023 - February 2024	Secured ¹	3 month EURIBOR ² plus 2.30% and an arrangement fee of 0.15%	400,104	442,795
USD	March 2023 - March 2024	Unsecured ³	7.35% per annum, settled quarterly	100,000	100,000
CNY	March 2023 - March 2024	Unsecured ³	12 month LPR ⁴ plus 0.05%, settled quarterly	260,000	36,617
CNY	April 2023 - April 2024	Unsecured ³	12 month LPR ⁴ plus 0.05%, settled quarterly	11,430	1,610
CNY	May 2023 - May 2024	Unsecured ³	12 month LPR ⁴ plus 0.45%, settled quarterly	231,000	32,533

			12 month LPR ⁴ plus 1.3%,		
CNY	June 2023 - June 2024	Unsecured ³	settled monthly	310,000	43,659
USD	August 2023 - August 2024	Unsecured ³	3 month SOFR ⁵ plus 2.30%, settled quarterly	402,000	402,000
USD	August 2023 - August 2024	Secured ⁶	12 month SOFR5 plus 0.9%, settled quarterly	320,000	320,000
USD	August 2023 - August 2024	Unsecured ³	12 month SOFR5 plus 1.1%, settled quarterly	82,000	82,000
CNY	September 2023 - September 2024	Unsecured ³	12 month LPR ⁴ plus 0.25%, settled quarterly	500,000	70,417
USD	September 2023 - September 2024	Unsecured ³	12 month SOFR5 plus 0.65%, settled quarterly	118,000	118,000
USD	September 2023 - September 2024	Secured ⁶	12 month SOFR5 plus 1.11%, settled semi-annual	100,000	100,000
CNY	October 2023 - October 2024	Unsecured ³	12 month LPR ⁴ plus 0.15%, settled quarterly	200,000	28,167
CNY	December 2023 - December 2024	Unsecured ³	12 month LPR ⁴ plus 1.05%, settled quarterly	92,000	12,957
USD	December 2023 - December 2024	Secured ⁶	12 month SOFR5 plus 1.70%, settled semi-annual	133,000	133,000
Total				\$	1,923,755

1. New vehicle inventory financed via this facility is pledged as security for 100% of the outstanding principal under the facility, via first-ranking English law security over vehicles and transport documents, until repaid. This facility consists of individual loans that have a repayment period of 90 days, and includes a covenant tied to the Group's liquidity levels.
 2 - Euro Interbank Offered Rate ("EURIBOR").
 3 - Letters of Keep well from both Volvo Cars and Geely.
 4 - People's Bank of China ("PBOC") Loan Prime Rate ("LPR").
 5 - Secured Overnight Financing Rate ("SOFR").
 6 - Secured by Geely.

The Group had the following working capital loans outstanding as of December 31, 2022:

Currency	Term	Security	Interest	Nominal amount in respective currency (thousands)	Amount in USD (thousands)
EUR	February 2022 - February 2023	Secured ¹	3 month EURIBOR ² plus 2.1% and an arrangement fee of 0.15%	270,095	288,746
CNY	June 2022 - June 2023	Unsecured	12 month LPR3 plus 1.25%, settled monthly	500,000	72,517
CNY	August 2022 - August 2023	Unsecured	12 month LPR plus 0.05%, settled quarterly	716,000	103,845
USD	August 2022 - August 2023	Unsecured	3 month LPR plus 2.3%, settled quarterly	147,000	147,000
USD	September 2022 - September 2023	Unsecured	3 month LPR plus 2.3%, settled quarterly	255,000	255,000
USD	September 2022 - September 2023	Secured ⁴	4.48% per annum	133,000	133,000
USD	September 2022 - September 2023	Unsecured	3 month SOFR5 plus 2.4%, settled quarterly	100,000	100,000
USD	December 2022 - December 2023	Unsecured ⁶	7.5% per annum	200,000	200,000
Total				\$	1,300,108

New vehicle inventory financed via this facility is pledged as security for 100% of the outstanding principal under the facility, via first-ranking English law security over vehicles and transport documents, until repaid. This facility consists of individual loans that have a repayment period of 90 days, and includes a covenant tied to the Group's liquidity levels.
 Puro Interbank Officered Rate ("EURIBOR").
 Secured by Geely, including letters of keep well from both Volvo Cars and Geely.
 Secured by Geely.

Floorplan facilities

In the ordinary course of business, Polestar, on a market by market basis, enters into multiple low value credit facilities with various financial service providers to fund operations related to vehicle sales. These facilities provide access to credit with the option to renew as mutually determined by Polestar Group and the financial service provider. The facilities are partially secured by the underlying assets on a market-by-market basis. As of December 31, 2023 and December 31, 2022, the aggregate amount outstanding under these arrangements was \$12,786 and \$31,251, respectively.



The Group maintains one such facility with the related party Volvo Cars Financial Services UK that is presented separately in Interest-bearing current liabilities - related parties within the Consolidated Statement of Financial Position. Of the amounts above, the aggregate amount outstanding as of December 31, 2023 and December 31, 2022 due to related parties amounted to \$35,747 and \$16,690, respectively. Refer to *Note 27 - Related party transactions* for further details.

Sale-leaseback facilities

Polestar has also entered into contracts to sell vehicles and then lease such vehicles back for a period of up to twelve months. At the end of the leaseback period, Polestar is obligated to repurchase the vehicles. Accordingly, the consideration received for these transactions was recorded as a financing transaction. As of December 31, 2023 and December 31, 2022, the aggregate amount outstanding under these arrangements was \$12,788 and \$11,719, respectively.

Note 26 - Supplemental cash flow information

The Group's non-cash investing and financing activities were as follows:

	For the	For the year ended December 31,		
	2023	2022	2021	
		(Restated)	(Restated)	
Purchases of intangible assets in trade payables - related parties and accrued expenses - related parties	129,478	74,781	357,760	
Initial recognition of ROU assets and lease liabilities	54,569	43,514	13,039	
Purchases of property, plant and equipment in trade payables	19,230	47,156	18,611	
Prepaid assets and warrant liabilities assumed upon closing of the merger with GGI	—	57,040	—	
Issuance of Earn-out rights upon closing of the merger with GGI	_	1,500,638	—	
Initial recognition of investment in associates	29,400	—	—	

Changes in the Group's current and non-current liabilities arising from financing activities were as follows:

	Liabilities to credit institutions	Convertible liabilities	Other financing liabilities	Earn-out and Class C Shares liabilities	Lease liabilities	Total
Balance as of January 1, 2022	642,644	_	7,192	_	77,523	727,359
of which outstanding principal	642,339	—	7,069	—	—	649,408
of which accrued interest	305	_	123	_	—	428
Changes from financing cash flows						
Proceeds from short-term borrowings	2,059,298	_	90,501	_	—	2,149,799
Repayments of borrowings	(1,347,392)	—	(79,543)	—	—	(1,426,935)
Repayments of lease liabilities	_	_	_	_	(19,448)	(19,448)
Total changes from financing cash flows	\$ 711,906	\$ - \$	10,958	s — s	(19,448) \$	703,416
Changes from other items						
Initial recognition of lease liabilities	—	—	—	—	43,514	43,514
Cancellation of lease liabilities	—	_	—	—	(157)	(157)
Interest expense	27,179	—	511	—	6,201	33,891
Interest paid	(24,822)	_	(627)	_	(6,201)	(31,650)
Issuance of Earn-out rights and assumption of warrant liabilities upon closing of the merger with GGI	_	_	_	1,563,728	_	1,563,728
Total changes from other items	\$ 2,357	\$ - \$	(116)	\$ 1,563,728 \$	43,357 \$	1,609,326
Changes from effects of foreign exchange rates	(27,905)	_	(1,344)	_	(4,600)	(33,849)
Changes from effects of fair value measurement	_	_	_	(937,158)	_	(937,158)
Balance as of December 31, 2022	\$ 1,329,002	\$ - \$	16,690	\$ 626,570 \$	96,832 \$	2,069,094
of which outstanding principal	1,326,388	_	16,690	_	_	1,343,078
of which accrued interest	2,614	—	_	_	—	2,614
Balance as of January 1, 2023	1,329,002	—	16,690	626,570	96,832	2,069,094
of which outstanding principal	1,326,388	_	16,690	_	—	1,343,078
of which accrued interest	2,614	—	_	—	—	2,614

Changes from financing cash flows						
Proceeds from short-term borrowings	3,174,669	—	88,162	—	—	3,262,831
Proceeds from long-term borrowings		1,250,000	131,738	—	_	1,381,738
Repayments of borrowings	(2,482,674)	—	(70,334)	—	—	(2,553,008)
Repayments of lease liabilities	 _	_	_	_	(21,916)	(21,916)
Total changes from financing cash flows	\$ 691,995 \$	1,250,000 \$	149,566 \$	— \$	(21,916) \$	2,069,645
Changes from other items						
Initial recognition of lease liabilities	—	—	—	—	54,569	54,569
Cancellation of lease liabilities	—	—	—	—	(3,067)	(3,067)
Interest expense	110,097	60,325	2	—	5,008	175,432
Interest paid	 (104,762)	(42,620)	(2)	_	(5,008)	(152,392)
Total changes from other items	\$ 5,335 \$	17,705 \$	— \$	— \$	51,502 \$	74,542
Changes from effects of foreign exchange rates	5,488	—	1,229	—	830	7,547
Changes from effects of fair value measurement	—	6,829	—	(465,168)	—	(458,339)
Balance as of December 31, 2023	\$ 2,031,820 \$	1,274,534 \$	167,485 \$	161,402 \$	127,248 \$	3,762,489
of which outstanding principal	2,023,582	1,256,829	167,485	_	—	3,447,896
of which accrued interest	8,238	17,705	_			25,943

Note 27 - Related party transactions

- Related parties are as follows:
 - A person, or a close family member of such person, that has control, joint control or significant influence over a Polestar entity. Due to the Group's ownership structure, Li Shufu is the person who effectively controls the Group and its entities;
 - A person who is a member of the key management of the Group, or a close family member of such person. Key management of the Group includes EMT consisting of the Chief Executive Officer ("CEO") and the Chief Financial Officer ("CFO") and Managing Directors;
 - A legal entity, controlled by a person mentioned in either of the previous two bullets, that can exercise significant influence over the Group;
 - A legal entity that is a parent company, subsidiary, joint venture, associate or other company where Li Shufu owns 10% or greater interest in the voting power of the company; or
 - · A legal entity whose key management personnel provide services to an entity within the Group.

Prior to the merger with GGI, Polestar Group existed as a joint venture between Geely and Volvo Cars. Geely is primarily owned and operated by Li Shufu. Geely, through a combination of wholly owned and partially owned entities, owns a controlling number of equity interests in Volvo Cars. Therefore, Li Shufu, as a controlling equity interest holder in Geely, effectively controls Geely and Volvo Cars. All transactions with Geely and Volvo Cars are related party transactions.

Unless specifically detailed in this footnote, all transactions with related parties are on an arm's length basis. During the years ended December 31, 2023, 2022, and 2021, the Group had related party transactions in the following functions:

Product development

The agreements in place to support the Group's product development include licenses and intellectual property, patents, R&D services, design, and technology agreements with Volvo Cars and Geely. The Group owns its developed Polestar Unique technology, which was created using purchased R&D, design services, and licenses to critical common technology from Volvo Cars and Geely. Polestar also benefits from related parties as subcontractors in certain internal technology development programs of the Group. Major product development agreements Polestar entered into with related parties during the years ended December 31, 2023, 2022, and 2021 are as follows:

Product Agreements

PS2	 On November 9, 2022 and December 27, 2022, Polestar entered into amendment agreements related to the service and joint development agreements with Volvo Cars regarding the PS2 model year updates entered on April 13, 2021. The amendment agreements added the specific fee for model year 2022 and 2023 updates. The fee Polestar agreed to pay Volvo Cars for model year 2021 updates was \$39,623. The fee Polestar agreed to pay Volvo Cars for model year 2021 updates was \$39,623. The fee Polestar agreed to pay Volvo Cars for model year 2021 updates was \$39,624. See The See Polestar agreed to pay Volvo Cars for model year 2021 updates was \$39,623. The fee Polestar agreed to pay Volvo Cars for model year 2021 updates was \$39,623. The fee Polestar agreed to pay Volvo Cars for Polestar entered into a supplement agreement to the PS2 car model assignment and license agreement to reconcile the actual development cost incurred by Volvo Cars and the category of technology developed for Polestar entered into a supplement agreements with Volvo Cars related to development of model year updates throughout the life-time of the PS2. The fee for these services is dependent on actual development costs incurred by Volvo Cars and the category of technology developed for Polestar agreed to pay Volvo Cars for model year 2021 updates was \$31,366 and costs related to future model year updates are based on actual hours incurred by Volvo Cars through a cost-plus methodology.
PS3	 No material agreements were signed in the years ended December 31, 2023, 2022, and 2021.
PS4	 On March 4, 2022, Polestar entered into two technology license agreements related to the right to use Geely's PMA-1 platform and GEEA2.0 electrical architecture for the PS4 in and outside of China. Under these agreements, Polestar agreed to pay Geely a monthly license royalty fee based on the net revenue of PS4s sold each month during the vehicle's lifecycle. The agreements also include a minimum sales volume commitment for sales inside and outside of China. each year during the vehicle's lifecycle. Polestar is required to pay Geely compensation for any deficit between the actual volume sold and the minimum sales volume commitment cash year. Polestar also entered into a third technology license agreement with Zhejiang Zeekr Automobile Research and Development Co., Ltd ("Zeekr"), an entity controlled by Geely, related to the right to use Zeekr carry-over tophat technology in the PS4 in China between the actual volume sold and the minimum sales volume commitment each year. Polestar alse onlewes commitment for China for each year during the vehicle's lifecycle. The agreement also includes a minimum sales volume commitment for China for each year during the vehicle's lifecycle. Polestar is required to pay Zeekr compensation for any deficit in China between the actual volume sold and the minimum sales volume commitment each year. On December 30, 2021, Polestar entered into a technology license agreement with Zeekr related to the right to use certain Zeekr carry-over tophat technology in the PS4 outside of China. On December 30, 2021, Polestar entered into a R&D service agreement for the devolopment phase of the PS4 beginning after the program confirmation milestone; ending with the final stare prof from Geely in 2025. Inservice charges are required to be actinated to pay Geely compared confirmed any deficit of China. On December 28, 2021, Polestar entered into a R&D service agreement for the devolopment phase of the PS4 beginning after the program confirmation mile
PS5	 On September 28, 2023, Polestar entered into a technology license agreement with Geely related to the right to use Zeekr's ZEEA2.5 and Geely's GEEA2.0 electrical architectures for the PS5. The total license fee of \$31,245 is required to be paid in two installments: a payment of \$14,011 that occurred in October 2023 and a payment of \$17,234 in December 2024.
PS6	No material agreements were signed in the years ended December 31, 2023, 2022, and 2021.

Refer to Note 29 - Commitments and contingencies for details on commitments and contingencies related to product development of Polestar vehicles.

Procurement

The Group has entered into service agreements with Geely and Volvo Cars regarding the procurement of direct materials for production and the indirect procurement of material, IT and other general services not related to car components. The joint sourcing of indirect procurement activities and direct material for the Group, Volvo Cars, and Geely has allowed the companies to leverage economies of scale.

Manufacturing

The Group purchases contract manufacturing services, manufacturing and logistics engineering services, and has entered into tool sharing agreements with Volvo Cars and Geely. Manufacturing engineering includes activities related to the development of the production process (i.e., deciding which manufacturing equipment should be utilized and where equipment should be situated to ensure an efficient production process), rather than development of the vehicle itself. Logistics engineering includes activities related to the determination of how different components are delivered to the production sites. The Group outsourced the manufacturing and logistics engineering for the production processes of the PS1, PS2, and PS3 to Volvo Cars and for the production processes of the PS4 to Geely.

Tool sharing occurs when the Group purchases production tools, together with Volvo Cars or Geely, to obtain synergies in the manufacturing processes by utilizing the same or similar tools. Polestar also enters into machinery and equipment lease arrangements as well as certain building lease agreements with Geely and Volvo Cars. Refer to Note 12 - Leases for more information on Polestar's leasing arrangements.

Major manufacturing agreements Polestar entered into with related parties during the years ended December 31, 2023, 2022, and 2021 are listed below.

-	
Product	Agreements
PS2	No material agreements were signed in the years ended December 31, 2023, 2022, and 2021.
PS3	 On December 8, 2023, Polestar entered into an asset transfer agreement with Geely under which Polestar agreed to sell Polestar unique tooling and equipment that will be used in the manufacturing of the PS3 to Geely in exchange for \$156,056. This agreement was accounted for as a financing transaction instead of a sale due to the terms of the agreement and the terms of other agreements with Volvo Cars and Geely that were signed on January 8, 2024 and March 3, 2024. Refer to the <i>Financing</i> section of this footnote and <i>Note 30 - Subsequent events</i> for more details. On March 17, 2021 and March 23, 2021, Polestar entered into two financial undertaking agreements with Volvo Cars related to investments required prior to production of the PS3 in Volvo Cars' plant in Ridgeville, South Carolina. Under the first agreement, Volvo Cars of the common equipment that will be utilized in the production of both the PS3 and certain Volvo Cars branded vehicles and Polestar committed to pay Volvo Cars for its share of use of the common equipment via piece price of each PS3 produced. Under the second agreement, Volvo Cars agreed to invest \$40,451 in PS3 unique equipment that will be utilized in the production of only the PS3 and Polestar committed to pay Volvo Cars in the event that Volvo Cars in the PS3 and Polestar committed to pay Volvo Cars in the event that Volvo Cars in the event that Volvo Cars in the PS3 and Polestar committed to pay Volvo Cars in the PS3 and Polestar committed to pay Volvo Cars in the PS3 produced. Both agreements subject Polestar to making a lump sum payment to Volvo Cars in the event that Volvo Cars in restment costs are not recovered prior to the end of production of the PS3.
PS4	 On November 9, 2023, Polestar entered into a framework agreement with Geely and Renault Korea Motors Co., Ltd. ("RKM") related to the production of the PS4 in RKM's plant in Busan, South Korea for sale in South Korea, Canada, and the United States. Under the agreement, Polestar agreed to pay RKM per vehicle produced based on a cost-plus methodology inclusive of cost components such as bill of materials, manufacturing service, long-lived asset, and outbound logistics fees. The agreement and 2026, Polestar, Geely, and RKM are committed to invest approximately \$242,000 to prepare the plant for production of the PS4. Polestar's share of the commitments that are required to be paid outside of piece price of each PS4 produced total approximately \$200,000 and approximately \$38,000 are required to be paid in piece price. The remaining commitment will be paid by Geely. On July 17, 2023 and July 24, 2023, Polestar entered into two manufacturing and vehicle supply agreements with Geely related to production of the PS4 in Geely's plant in Hangzhou. China for sale in and outside of China. Under the agreements, Polestar agreed to pay Geely per vehicle produced based on a cost-plus methodology inclusive of cost components such as bill of materials, manufacturing service, and outbound logistics fees. The agreements, Polestar agreed to pay Geely per vehicle produced based on a cost-plus methodology inclusive of cost components such as bill of materials, manufacturing service, and outbound logistics fees. The agreements include purchase volume commitments for each year altered to pay Geely compensation for the deficit between the actual volume purchased during the year and 90% of Polestar's fixed reserve volume for each year and reserve volume for the year Polestar's for each reserve volume for each year is negotiated and agreed upon in November of the year prior. On January 17, 2022, Polestar entered into a tooling and equipment and tooling is \$39,371 and \$21,577 for PS4 launch costs.
PS5	 On July 26, 2022, Polestar entered into a vehicle supply agreement with Asia Europe New Energy Vehicle Manufacturing (Chongqing) Co., Ltd. ("AECQ"), a subsidiary of Geely, related to the production of PS5 prototypes. Under the agreement, AECQ agreed to manufacture and sell Polestar prototypes of the PS5 for a total cost of \$25,398 that was determined under a cost-plus methodology. On February 3, 2023, the agreement was amended to change the timing and composition of prototypes, including adding production for spare parts and components, and increased the total cost to \$25,783. On December 1, 2023, the agreement was amended again for similar reasent and accesses and increased the total cost to \$25,783.

Refer to Note 29 - Commitments and contingencies for details on commitments and contingencies related to manufacturing of Polestar vehicles.

Production of the PS5 and PS6

Production of the PS5 and PS6 is intended to occur in a manufacturing plant owned by Geely, via its AECQ subsidiary, in Chongqing, China. During the year ended December 31, 2021, Polestar and Geely established a steering committee to oversee decisions relevant to the plant, including planning, design, construction, engineering management of the plant. Following the establishment of the steering committee, Polestar began providing digital, human resources, indirect procurement, finance, logistics, plant management, blue collar launch, and plant launch services (collectively, the "Plant Operation Services") related to the setup of Geely's plant. Since the year ended December 31, 2021 and prior to December 20, 2023, these services were provided to Geely without an agreement of commercial and legal terms (i.e., a contract) between Polestar and Geely; resulting in Polestar providing the Plant Operation Services to Geely at its own risk and without rights to consideration from Geely. All costs incurred by Polestar during the years ended December 31, 2023, 2022, and 2021 that were associated with providing the Plant Operation Services were expensed as incurred under their respective functional line items in the Consolidated Statement of Loss and Comprehensive Loss.

On December 20, 2023, Polestar and Geely entered into an agreement under which Geely agreed to compensate Polestar for the Plant Operation Services provided by Polestar during the years ended December 31, 2023, 2022, and 2021. The consideration received by Polestar upon signing of the service agreement amounted to \$25,202 and was calculated utilizing a cost-plus methodology. The consideration received was recognized in Other operating income (expense), net in the Consolidated Statement of Loss and Comprehensive Loss for the year ended December 31, 2023.

Sales and distribution

For the years ended December 31, 2023, 2022, and 2021, the Group sold software technology, vehicles, prototype engines and carbon credits to Geely and Volvo Cars. The Group leverages Volvo Cars sales and services network for go-to-market strategies and dealer support to assist with tasks, which include agreements related to distribution and outbound logistics, delivery of vehicles and other products and global customer service. In 2023, the Group had new agreements in place to begin selling vehicles and services to Polestar Technology, a strategic joint venture for the China market with the technology company Xingji Meizu. Polestar leverages Xingji Meizu software and consumer electronics hardware development to strengthen Polestar's offer in the China market. Refer to *Note 10 - Investment in associates* for more information regarding the agreements with Polestar Technology.

The Group sells vehicles to Volvo Cars and end customers while end customers can choose to finance the vehicles via Polestar's related party, Volvofinans Bank AB ("Volvofinans Bank").

Polestar and Volvo Car Financial Services US LLC, doing business as Polestar Financial Services ("PFS"), entered into residual value guarantee agreements with Bank of America, National Association ("BANA"), a third party, in the US. BANA sought to obtain economic protection against degradation in the residual value of leased vehicles it funds, and Polestar agreed to provide such protection as a service for a fee.

Information technology

While Polestar has its own information technology ("IT") department, Polestar operates in a shared IT environment with Volvo Cars and has service and software license agreements related to the support, maintenance, and operation of IT processes. These IT services include resource planning systems, operations, infrastructure, networking, communications, collaboration, integration, and application hosting.

Other support

The Group has various other related party agreements in place with Volvo Cars. These are primarily service agreements that relate to support for corporate or back-office functions, including human resources, legal, accounting, and logistics. Human resources support services relate to activities associated with payroll administration, training and workforce administration. Legal support services include routine work associated with patent and brand registrations and competition law. Accounting support services include statutory finance administration, accounting, and financial reporting for sales units.

Polestar outsources inbound and outbound logistics related to the PS2 to Volvo Cars, since the PS2 is manufactured at Volvo Cars' Taizhou plant. Inbound logistics relate to supplier shipments to various production sites; outbound logistics relate to the transport of vehicles to end customers. Polestar outsources inbound logistics related to the PS4 to Geely, since the PS4 in manufactured at Geely's Hangzhou Bay plant. The Group outsources customs handling to Volvo Cars as it does not currently have its own customs department. Warranty claims handling is also outsourced to Volvo Cars.

Financing

Working capital loans

In May 2021, the Group entered into a working capital credit facility with Volvo Cars Financial Services UK. The credit facility is renewed each 12-month period and is denominated in GBP. Interest is calculated at the floating Bank of England ("BoE") base rate plus 2-2.5%, settled monthly. The facility is partially secured by the underlying assets. As of December 31, 2023 and 2022, \$35,747 and \$16,690 of this financing arrangement remained outstanding, respectively, which is included in Interest-bearing current liabilities - related parties on the Consolidated Statement of Financial Position.

On November 3, 2022 the Group entered into a credit facility agreement with Volvo Cars providing available credit of up to \$800,000; originally terminating on May 3, 2024. The credit facility can be drawn upon once a month and is utilizable for general corporate purposes. Interest is calculated at the floating six-month SOFR rate plus 4.9% per annum. Prior to June 30, 2027, if the Group announces an offering of shares with a proposed capital raise of at least \$350,000 and no fewer than five institutional investors participate in the offering. Volvo Cars has the right to convert the principal amount of any outstanding loans into the same class of shares and at the same price per share as received by the participating institutional investors. Under IAS 32 and IFRS 9, Volvo Cars' conversion right meets the definition of an embedded derivative financial liability that is required to be bifurcated from the host debt instrument and accounted for separately because it could result in the issuance of a variable number of Class A Shares in the Parent at a price that was not fixed at the inception of the agreement. Additionally, the economics of Volvo Cars' conversion right are not clearly and closely related to that of the host debt instrument because the principal value of Volvo Cars' conversion right depends on (1) whether or not the Group conducts a qualified equity offering to investors at a market discount and (2) the time-value of money associated with settlement of the liability earlier than June 30, 2027. As such, the financial liability racent was a medice to increase the overall credit capacity to \$1,000,000 and extend the termination date to June 30, 2027. As a result of the amended terms, Polestar recalculated the carrying amount of the liability agreement was amended to increase the overall credit facility agreement was amended to increase the overall credit capacity to \$1,000,000 and extend the termination date to June 30, 2027. As a result of the amended terms, Polestar recalculated the carrying amount of

outstanding under the fairly and the fair value of the financial liability related to Volvo Cars' conversion right was \$0 and \$0, respectively. The modified carrying value of the liability as of December 31, 2023 was \$1,006,829. On November 8, 2023, the Group entered into a credit facility agreement with Geely providing available credit of up to \$250,000; terminating on June 30, 2027. Other than the amount of credit available, the credit facility agreement with Geely maintains terms that are identical to the amended credit facility agreement with Volvo Cars. As of December 31, 2023 the Group had principal draws of \$250,000 outstanding under the facility and the fair value of the financial liability related to Geely's conversion right was \$0.

As of December 31, 2023 the total principal balance outstanding under the facilities with Volvo Cars and Geely is reflected within Other non-current interest-bearing liabilities - related parties

Of the \$35,231 in Convertible Notes issued on July 28, 2021, \$9,531 was issued to various entities affiliated with Geely. As of December 31, 2021, all \$9,531 of the Convertible Notes were outstanding. Upon the Closing of the merger with GGI, the Convertible Notes were converted into 4,306,466 Class A Shares. Refer to Note 1 - Overview and basis of preparation and Note 22 - Equity for further details.

Other financing instruments

On December 8, 2023, Polestar and Geely entered into an asset transfer agreement which, when considered together with certain other agreements not signed until after December 31, 2023, was designed to provide financing to Polestar in exchange for Polestar transferring legal ownership of certain Polestar unique tooling and equipment that will be used in the manufacturing of the PS3 (the "PS3 Tooling and Equipment") to Geely. The agreements were as follows:

- Polestar and Geely entered into an asset transfer agreement on December 8, 2023 under which Geely agreed to purchase the PS3 Tooling and Equipment for \$156,056. The PS3 Tooling and Equipment sold to Geely included (1) tooling and equipment at certain vendors' premises and (2) unique type bound tooling and equipment located in Volvo Cars' plant. The purchase price was comprised of (1) Polestar's book value of the PS3 Tooling and Equipment equal to \$165,056. The PS3 Tooling and Equipment equal to \$65,056. The PS3 Tooling and Equipment at the end of the useful life of the PS3. Doling and Equipment at the amount not reimbursed to Geely under the user right agreement.
- Polestar, Geely, and Volvo Cars were committed to enter into a user right agreement under which Geely will grant Volvo Cars the right to use to PS3 Tooling and Equipment to manufacture the PS3 for Polestar in exchange
 for an annual user right fee from Volvo Cars equal to the Base divided by the estimated useful life of the PS3 (i.e., 6 years). In the event Polestar utilizes the Cap in the future, the numerator of the annual user right fee
 calculation will be adjusted by Geely to add the amount of the Cap utilized by Polestar. The user right fee does not carry interest or a mark-up.
- Polestar and Volvo Cars were committed enter into a manufacturing agreement under which Volvo Cars will manufacture the PS3 in its plant in Chengdu, China. Per the pricing terms of the manufacturing agreement, Polestar will repay Volvo Cars for the annual user right fee paid to Geely in the piece price of each PS3 purchased (i.e., the annual user right fee divided by the annual manufacturing volume of PS3s).

Polestar will repay volvo Cars for the annual user right fee paid to Geely in the piece price of each PS3 purchased (i.e., the annual user right fee divided by the annual manufacturing volume of PS3). In accounting for the asset transfer agreement, the Group applied the guidance in IFRS 15, IFRS 16, and IFRS 9. Under IFRS 15 and IFRS 16, the transfer of the PS3 Tooling and Equipment at ite of the useful life of the PS3, (a) Polestar maintains a right to repurchase the PS3 Tooling and Equipment at a value equal to Geely's purchase price less the total amount of the user right fee paid to Geely in the verse polestar is required to 10 (1) pay Volvo Cars in PS3 piece price for the annual user right fee Volvo Cars in PS3 tooling and Equipment at right fee Volvo Cars in PS3 Tooling and Equipment at right fee Volvo Cars in PS3 Tooling and Equipment at right fee Volvo Cars in PS3 Tooling and Equipment at right fee Volvo Cars in PS3 Tooling and Equipment at right fee Volvo Cars in PS3 Tooling and Equipment at right fee Volvo Cars in PS3 Tooling and Equipment at right fee Volvo Cars in PS3 Tooling and Equipment at right fee Volvo Cars in PS3 Tooling and Equipment at right fee Volvo Cars in PS3 Tooling and Equipment at right fee Volvo Cars in PS3 Tooling and Equipment at right fee Volvo Cars in PS3 Tooling and Equipment at right fee Volvo Cars in PS3 Tooling and Equipment at right fee Volvo Cars in PS3 Tooling and Equipment at right fee Volvo Cars in PS3 Tooling and Equipment at right fee Volvo Cars in PS3 Tooling and Equipment at right fee Volvo Cars in PS3 Tooling and Equipment at right fee Volvo Cars in PS3 Tooling and Equipment at right fee Volvo Cars in PS3 Tooling and Equipment at right fee Volvo Cars in PS3 Tooling and Equipment at right fee Volvo Cars in PS3 tooling and Equipment at right fee Volvo Cars in PS3 tooling and Equipment at right fee Volvo Cars in PS3 tooling and Equipment at right fee Volvo Cars in PS3 tooling and Equipment at right fee Volvo Cars in PS3 tooling and Equipment at right fee Volvo Cars in

Sale of goods, services and other

Related party revenue transactions relate to product development and sales and distribution agreements discussed above. These transactions are comprised of sales of products and related goods and services, sales of software technology and performance engineered kits, sales of carbon credits and sales of prototype engines. The total revenue recognized from each related party is shown in the table below:

	FO	r the year ended December	51,
	2023	2022	2021
		(Restated)	(Restated)
Volvo Cars	90,11	4 68,076	82,090

Geely Total	5,895	12(4(7 6	2,347
Volvofinans Bank AB	46,683	68,391	52,973

For the year ended December 31, 2023, revenue from related parties amounted to \$136,467 (5.6%) of total Revenue. For the year ended December 31, 2022, revenue from related parties amounted to \$136,467 (5.6%) of total Revenue. For the year ended December 31, 2021, revenue from related parties was \$137,410 (10.2%) of total Revenue.

Purchases of goods, services and other

Purchases from related parties include agreements related to product development, procurement, manufacturing, IT, and other support (specifically, inbound and outbound logistics) agreements discussed above. These agreements include work in progress and finished goods, including Polestar 2 vehicles purchased from Volvo Cars' factory in Taizhou. China and Polestar 4 vehicles purchased from Geely will the change in plant ownember 2021; purchases of purchases of purchases, production charges and other expenditures incurred in bringing the inventory to its present location and condition.

Additionally, purchases from related parties include administrative costs associated with service agreements with Volvo Cars that relate to corporate or back-office functions. IT service and software related agreements are also included in administrative costs.

The total purchases of goods, services and other for each related party is shown in the table below:

		For the ye	ear ended December 3	,
	2023		2022	2021
			(Restated)	(Restated)
Volvo Cars	2,3	45,639	2,219,169	560,451
Geely	1	260,103	249,108	1,200,295
Volvofinans Bank AB		463	1,003	5,748
Total	\$ 2,	506,205 \$	2,469,280 \$	1,766,494

Cost of R&D and intellectual property

Polestar entered into agreements with Volvo Cars and Geely regarding the development of technology leveraged in the development of the PS2, PS3, and PS4. In 2020, the Group entered into similar agreements with Volvo Cars to acquire technology leveraged in the development of the PS1, PS2, and PS3. The Group is in control of the developed product either through a license or through ownership of the IP and the recognized asset reflects the relevant proportion of Polestar Group's interest. The recognized asset associated with these agreements as of December 31, 2023 was \$1,058,398, of which acquisitions attributable to 2023 were \$240,312. As of December 31, 2022, the recognized asset associated with these agreements was \$1,148,131, of which acquisitions attributable to 2022 were \$215,532.

Amounts due to related parties

Amounts due to related parties include transactions from agreements associated with purchases of intangible assets, sales and distribution, procurement, manufacturing and other support from Volvo Cars and Geely.

	As of December 31,		
202	23	2022	
	((Restated)	
	499,480	1,089,144	
	224,808	71,116	
	2,022	1,389	
\$	726,310 \$	1,161,649	
	As of Decer	mber 31,	
	2023	2022	
	10,628	9,	
	21,956		
	35,748	16,	
\$	68,332 \$	\$ 26,	
	As of Decer	mber 31,	
		As of Dece	

Other non-current interest-bearing liabilities - related parties		2023	2022
Volvo Cars		1,04	49,463 43,
Geely		35	59,781
Total		\$ 1,40	09,244 \$ 43,
he Group's interest expense related to related party liabilities is as follows:	Fo	or the year ended Decer	nber 31,
	2023	2022	2021
		(Restated)	(Restated)

Amounts due from related parties

Amounts due from related parties include transactions related to the sales of products and related goods and services, sales of software technology and performance engineered kits, sales of carbon credits and sales of prototype engines discussed above.

	As of Decemb	er 31,
	 2023	2022
ade receivables – related parties, accrued income – related parties, and other current assets - related parties		(Restated)
Volvo Cars	 168,523	124,531
Geely	53,730	3
Volvofinans Bank AB	954	3,751
Total	\$ 223,207 \$	128,285

Incentives to key management personnel

During the year ended December 31, 2019, Volvo Cars provided an equity based incentive program to certain members of the Group's management team (the "Polestar Incentive Plan"). The Polestar Incentive Plan was launched to incentivize the retention of key personnel with pivotal roles in the development of the Group into a successful standalone company. Each participant was offered to purchase shares in PSINV AB, a subsidiary of Volvo Cars which in turn owned shares in Polestar Automotive Holding Limited and hence the participants were indirectly minority owners of the Group. The investment was made at fair market value in accordance with an external valuation.

In total 38,125 shares were acquired by the participants, which corresponded to an indirect ownership in the Group of 0.16 percent. Management evaluated the Polestar Incentive Plan to determine whether it qualified as an equitysettled share-based payment transaction within the scope of IFRS 2, as the participants receive shares of equity in exchange of their investment and more than one entity was involved in delivering the benefit to the participants. Given that the Group does not receive identifiable or unidentifiable goods or services in exchange for the equity purchase of PINSV AB, the transaction is not within the scope of IFRS 2. Furthermore, the Polestar Incentive Plan is in agreement with Volvo Cars and individual members of the Group's prior ENT, as participants were given the option to purchase equity shares in PSINV AB being an entity outside the Group. Therefore, the Polestar Incentive Plan is not a share-based payment transaction in the scope of IFRS 2 and there is no financial statement impact on the Group.

As a consequence of the listing of Polestar Automotive Holding UK Limited on the Nasdaq Stock Exchange in June 2022 and in accordance with the terms of the Polestar Incentive Program, Volvo Cars was obliged to repurchase the participants shares in PSINV AB at fair market value. Each participant was thereafter obliged to reinvest the net proceeds received (repurchase amount less an amount corresponding to the effective tax rate on capital gains in the participants jurisdiction) in shares in Polestar Automotive Holding UK Limited directly on the open market. The purchased shares were subject to a 180 days' lock-up period.

Refer to Note 7 - Employee benefits for details on compensation to the EMT and managing directors at the Group's sales units.

Asset disposals

In December 2022, Polestar committed to a plan to sell, to Geely, its Chengdu manufacturing plant held by Polestar New Energy Vehicle Co. LTD. ("PSNEV"). Prior to the sale, there was a change in the grouping of assets classified as held for sale to include additional assets and immaterial liabilities. The inclusion of these additional assets and immaterial liabilities formed a group of assets and did not meet the definition of a business at the transaction. (2) the ultimate control of PSNEV was the same before and after the transaction, and (3) control of PSNEV was not transitory (i.e., organized to effect a 'grooming' transaction.) The resulting gain on the sale was \$16,334. Refer to *Note 28 - Assets held for sale* for additional details.

Note 28 - Assets held for sale

In December 2022, the Group committed to a plan to sell, to Geely, its Chengdu manufacturing plant held by the Group subsidiary, PSNEV, that was previously used to manufacture the Polestar 1 and special edition Polestar 2 BST 270. Accordingly, the Chengdu plant and certain related assets were presented as a disposal group held for sale. The assets related to the Chengdu Plant which were classified as held for sale amounted to \$56,001 as of December 31, 2022. The cumulative foreign exchange losses related to exchange

rate differences from translation of the disposal group that were included in other comprehensive income as of December 31, 2022 amounted to \$1,392. In July 2023, there was a change in the asset grouping classified as held for sale to include an immaterial amount of Other current assets and liabilities along with \$85,542 of accounts receivable. The accounts receivable was an intercompany receivable, held by PSNEV, which was not settled prior to the sale of the asset group. Geely agreed to purchase the intercompany receivable as part of the sale, resulting in a change in the asset grouping.

On August 1, 2023, the Group completed the sale of the asset group to Geely. Upon disposal of the asset group, cumulative foreign exchange losses of \$6,636 were reclassified from equity to profit or loss as part of the gain on disposal. The derecognition of the asset group previously classified as held for sale, including the modification to include accounts receivable, resulted in a total gain of \$16,334. The gain is reflected within Other operating income (expense) on the Consolidated Statement of Loss and Comprehensive Loss. Refer to *Note 27 - Related party transactions* for additional details.

Note 29 - Commitments and contingencies

Commitments

As of December 31, 2023, commitments to acquire PPE and intangible assets were \$334,482 and \$162,529, respectively. As of December 31, 2022, commitments to acquire PPE and intangible assets were \$179,690 and \$216,572, respectively. These commitments are contractual obligations to invest in PPE, intangible assets for the production of upcoming vehicle models Polestar 3, Polestar 4, Polestar 5 and Polestar 6. As of December 31, 2023, Polestar also has a capital injection commitment related to the investment in Polestar Technology amounting to \$68,600. Refer to *Note 10 - Investment in associates* for more details on the investment in Polestar Technology.

Polestar has signed contracts with certain suppliers including a non-cancellable commitment, an agreed minimum purchase volume, or an agreement minimum sales volume. In the event of a shortfall in purchases, a shortfall in sales, or Polestar's decision to terminate such contracts, these suppliers are entitled to compensation from Polestar. The amounts in the table below represent Polestar's future commitments as of December 31, 2023:

	Total	Less than 1 year	Between 1-5 years	After 5 years
PS2 battery purchase volume commitments	19,448	19,448	_	_
Logistics service commitments	57,108	57,108	—	—
PS3 and PS4 purchase volume commitments ¹	277,496	277,496	_	_
PS4 sales volume commitments	83,842	14,903	61,439	7,500
Other commitments	5,463	5,463	_	_
Total	\$ 443,357 \$	374,418 \$	61,439 \$	7,500

1 - The PS3 manufacturing agreement with Volvo Cars was signed on January 8, 2024, however commitments related to the agreement existed as of December 31, 2023 based on the terms in the agreement governing Polestar's sale of PS3 Tooling and Equipment to Geely that was signed on December 8, 2023. Refer to Note 27 - Related party transactions and Note 30 - Subsequent events for further details.

Contingencies

In the normal course of business, the Group is subject to contingencies related to legal proceedings, claims, and other assessments that cover a wide range of matters. Liabilities for such contingencies are not recorded until it is probable that a present obligation exists and the amount of the obligation can be estimated reliably. However, contingencies are disclosed when the potential financial effect could be material. As of December 31, 2023 and 2022, the Group did not have any material contingencies.

Note 30 - Subsequent events

Management has evaluated events subsequent to December 31, 2023 and through August 14, 2024, the date these Consolidated Financial Statements were authorized for issuance by the Board of Directors. The following events which occurred subsequent to December 31, 2023 merited disclosure in these Consolidated Financial Statements. Management determined that no adjustments were required to the figures presented as a result of these events.

On January 3, 2024, Polestar's investee in China, Polestar Technology (Shaoxing) Co., Ltd., selected Nanjing as its final province of registration. The investee was remede Polestar Times Technology (Nanjing) Co., Ltd. ("Polestar Times Technology"). Subsequently, on February 29, 2024, Polestar Times Technology, Polestar, Xingji Meizu, and Nanjing Jiangning Economic and Technological Development Zone Industrial Equity Investment Partnership (the "Nanjing Investor") entered an agreement for Polestar Times Technology to receive an additional \$60,360 in capital from the Nanjing Investor over four installments in exchange for equity; subject to Polestar Times Technology achieves these thresholds and secures the investment installments from the Nanjing Investor, Polestar Times Technology will decrease from 49% to 37.6% over time. As of the date these Consolidated Financial Statements were authorized for issuance, Polestar has injected total cash of \$34,300 into Polestar Times Technology and maintains 46.2% ownership.

On January 8, 2024, Polestar and Zhongjia Automobile Manufacturing (Chengdu) Co. Ltd., a Volvo Cars subsidiary, entered into an agreement for the manufacturing of Polestar 3 vehicles in Volvo Cars' Chengdu plant for sale outside of China. Under this agreement, Polestar is committed to purchase certain volumes of Polestar 3 vehicles between 2025 and 2030. In the event that Polestar's actual volumes purchased during the production period are lower than the agreed volumes, Polestar is obligated to compensate Volvo Cars for fixed costs related to the lost capacity. On January 12, 2024, Polestar entered into a similar agreement with the same Volvo Cars subsidiary, inclusive of similar volume commitment terms, governing the manufacturing of Polestar 3 vehicles in Volvo Cars'

Chengdu plant for sale in China. These manufacturing agreements also represent those related to Polestar's sale of PS3 Tooling and Equipment discussed in Note 27 - Related party transactions.

On February 22, 2024, Polestar entered into a syndicated multicurrency green trade facility with BNP Paribas, Natixis, Hong Kong Branch, Standard Chartered Bank, the Hongkong and Shanghai Banking Corporation Limited, Banco Bilbao Vizcaya Argentaria, S.A., London Branch, Shanghai Pudong Development Bank Co., Ltd., Credit Agricole Corporate and Investment Bank, China Bohai Bank Co., Ltd. Shanghai Free Trade Zone Branch, Mizuho Bank, Ltd., MUFG Bank, Ltd. Hong Kong Branch, Standard Chartered Bank, acting as agent and security agent. Total principal available for utilization under the arrangement is divided into two facilities where Facility A is EUR denominated at €340,000 and Facility B is USD denominated at \$583,500. Facility A utilizations due in full at the end of the period, including any unpaid interest and other fees. The facilities are secured by interest reserve accounts pledges with an aggregate of three months interest deposited upon utilization of available credit. As of February 22, 2024, Polestar had drawn the entire borrowing making Polestar's \$250,000 credit facility with Geely entered into on November 8, 2023, as discussed in *Note 27 - Related party transactions*, subordinated to the he syndicated multicurrency green trade facility on February 22, 2024, Polestar and Geely on principal available and the amounts due under the syndicated multicurrency green trade facility on February 22, 2024, Polestar and Geely entered into a subordination deed with Standard Chartered Bank, making Polestar's \$250,000 credit facility with Geely entered into on November 8, 2023, as discussed in *Note 27 - Related party transactions*, subordinated to the be syndicated multicurrency green trade facility on February 22, 2024, Polestar and Geely entered into an November 8, 2023, as discussed in *Note 27 - Related party transactions*, subordinated to the the syndicated multicurrency green trade facility on February 22, 2024, Polestar and Geely entered facility. By the terms of the subordination deed, no payment to Geely o

On February 27, 2024, Polestar agreed to a one-year extension of the green trade revolving credit facility with Standard Chartered Bank, Nordea Bank ABP, Citibank Europe PLC, ING Belgium SA/NV, and Barclays Bank Ireland PLC with an aggregate principal amount available of €470,000. Utilizations of this facility carry interest at the relevant interbank offered rate plus 2.3% per annum and have a repayment period of 90 days.

On March 3, 2024, Polestar, Zhongjia Automobile Manufacturing (Chengdu) Co. Ltd., a Volvo Cars subsidiary, and Chengdu Jisu New Energy Vehicle Co., Ltd, a Geely subsidiary, entered into the user right agreement related to Polestar's sale of PS3 Tooling and Equipment discussed in *Note 27 - Related party transactions*. Under the user right agreement, Geely granted Volvo Cars the right to use to PS3 Tooling and Equipment to manufacture the PS3 for Polestar in exchange for an annual user right fee from Volvo Cars.

On March 11, 2024, Polestar entered into a 12-month working capital loan for ¥177,000 with East Asia Bank. This loan carries an interest rate of 4.5% per annum due quarterly. This loan benefits from letters of comfort from Volvo Cars and Geely.

On April 30, 2024, Polestar entered into a 12-month working capital loan for ¥473,000 with Bank of China Shanghai Branch. This loan carries an interest rate of 12-month LPR plus 0.35% due quarterly. This loan benefits from letters of comfort from Geely.

On May 31, 2024, Polestar entered into a 12-month working capital loan for ¥88,000 with Bank of China Shanghai Branch. This loan carries an interest rate of 12-month LPR plus 0.35% due quarterly. This loan benefits from letters of comfort from Geely.

On June 13, 2024, Polestar entered into a 12-month working capital loan for ¥231,000 with East Asia Bank. This loan carries an interest rate of 4.3% per annum due quarterly. This loan benefits from letters of comfort from Volvo Cars and Geely.

On June 28, 2024, Polestar entered into a non-recourse trade receivables factoring agreement with BNP Paribas Fortis Factor N.V. ("BNP Paribas Fortis Factor") whereby BNP Paribas Fortis Factor agreed to purchase up to €120,000 in eligible trade receivables from Polestar. Polestar pays a factoring fee calculated as a specified base rate plus an applicable margin. Additionally, Polestar continues to service collection of the trade receivables. As of the date these financial statements were ready for issuance, Polestar has received €45,000 for the sale of trade receivables to BNP Paribas Fortis Factor.

On August 2, 2024, Polestar entered into a 12-month working capital loan for \$196,000 with China CITIC Bank Hangzhou Branch. This loan carries an interest rate of 7.8% per annum due quarterly. This loan benefits from letters of comfort from Geely.

Note 31 - Restatement of prior period financial statements

In connection with the preparation of our consolidated financial statements as of and for the year ended December 31, 2023, management identified various misstatements in our previously issued 2021 and 2022 annual financial statements. Management has assessed the materiality of the misstatements on the 2021 and 2021 and 2022 financial statements in accordance with the SEC Staff Accounting Bulletin ("SAB") Topic 1A, Materiality. Based on this, management concluded that the prior year financial statements should be corrected, even though such revision previously was and continues to be immaterial to the prior year financial statements. Accordingly, these misstatements have been corrected, including the previously recorded out of period adjustments, for all periods presented by revising the accompanying consolidated financial statements. The errors relate to the following categories of misstatements

(i) Inventories

The errors identified in the Inventories category encompass errors relating to incorrect valuation, classification, recognition, and allocation of costs associated with inventory. The most significant errors in this category include the incorrect treatment of certain launch costs, capitalization of inventory cost allocation, failed sale/lease transactions, and vehicles with repurchase obligations. The net impact of the inventory related error corrections on the Consolidated Statements of Loss and Comprehensive Loss was a reduction of the loss of \$16,539 and \$16,491 in 2022 and 2021, respectively.

(ii) Accruals and Deferrals

The errors identified in the Accruals and Deferrals category encompass errors relating to the recognition and measurement of accruals and deferrals. These errors include both the understatement and overstatement of accruals and deferrals before the issuance of the financial statements, despite the availability of accurate information. The most significant transactions in this



category include incorrect warranty accrual release, over accrual of operating expenses in North America and timing of revenue recognition and deferred revenue related to vehicle subscription services. The net impact of the accrual and deferral related error corrections on the Consolidated Statements of Loss and Comprehensive Loss was an increase of the loss by \$6,688 in 2022 and a reduction of the loss of \$20,090 in 2021.

(iii) Capitalization of expenses

The errors identified in the Capitalization of Expenses category encompass errors relating to expenses that were erroneously capitalized as an asset and vice-versa as of and for the years ended December 31, 2022 and December 31, 2021. The most significant transactions in this category include incorrect recognition of certain assets in China, and the incorrect capitalization of manufacturing engineering expenses as an intangible asset related to services provided to certain contract manufacturing facilities. The net impact of the capitalization related error corrections on the Consolidated Statements of Loss and Comprehensive Loss was an increase in the loss of \$8,187 and \$1,837 in 2022 and 2021, respectively.

(iv) Other - Reclassifications

The errors identified in the Other - Reclassifications category encompass errors arising from misallocations of assets and liabilities between different financial statement captions and misallocations of assets and liabilities between current and non-current. The most significant adjustments in this category include non-current reclassification misstatements related to certain buyback liabilities, an error in lease asset and liability in the United Kingdom, and overstatement of advances from customers and accounts receivable in Germany. There is a marginal impact to the Consolidated Statements of Loss and Comprehensive Loss for the twelve months ended December 31, 2021, and December 31, 2022, due to reclassifications relating to lease expense reversals upon the reclassification of a lease liability to a financing obligation in Korea. Furthermore, related party balances from Other non-current interest-bearing liabilities and Interest-bearing current liabilities have been reclassified to respective related party line items on the Consolidated Statements of Financial Position as of December 31, 2021, to maintain consistency with the Consolidated Statement of Financial Position as of December 31, 2023.

(v) Deferred Taxes and Income Taxes

The errors identified in the Deferred Taxes and Income Taxes category encompass errors relating to the recognition, measurement, and reporting of the Group's Deferred tax assets, Deferred tax liabilities, and income tax expenses as of and for the years ended December 31, 2021 and December 31, 2021. These errors include improper estimation of deferred tax amounts, errors in tax calculations, and errors pertaining to the treatment of value added tax. The most significant transactions in this category include incorrect recording of Deferred tax assets and deferred liabilities at the Sweden tax rate, instead of the local market rate, and incorrect recording of Deferred taxes and Income tax expense in North America resulting from the other misstatement categories explained. The tax impact of all misstatement carections and be tax effect of the other error corrections on the Consolidated Statements of Loss and Comprehensive Loss was an increase in the loss of \$12,876 in 2022 and a reduction of the loss of \$3,411 in 2021, respectively.

The tables below present the effect of the correction of the misstatements and the revision on the Consolidated Statements of Loss and Comprehensive Loss, Consolidated Statements of Financial Position and Consolidated Statements of Cash Flows as of and for the years ended December 31, 2022, and December 31, 2021. The adjustments identified related to the Consolidated Statements of Cash Flows for the years ended December 31, 2022, and December 31, 2021. The adjustments identified related to the Consolidated Statements of Cash Flows for the years ended December 31, 2022, and December 31, 2021 only impact the classifications between cash flows (used in)/from operating, investing and financing, and do not result in a change in Cash and cash equivalents as of December 31, 2022 and December 31, 2021, from the originally reported amounts.

Consolidated Statement of Loss and Comprehensive Loss for the year ended December 31, 2022

Particulars		Originally Reported Amounts	Adjustments	Restated Amounts	Restatement Reference
Revenue	-	2,461,896	(17,791)	2,444,105	(i),(ii),(iv)
Cost of sales		(2,342,453)	(849)	(2,343,302)	(i),(ii),(iii),(iv)
Gross profit		§ 119,443 §	(18,640) \$	100,803	
Selling, general and administrative expense	-	(864,598)	26,231	(838,367)	(i),(ii),(iii),(iv)
Research and development expense		(167,242)	(7,674)	(174,916)	(i),(ii),(iii)
Other operating expense, net		(1,565)	1,260	(305)	(i)
Listing expense		(372,318)	_	(372,318)	
Operating loss	5	§ (1,286,280) §	1,177 \$	(1,285,103)	-
Finance income	-	8,552	_	8,552	
Finance expense		(108,435)	33	(108,402)	(i)
Fair value change - Earn-out rights		902,068	_	902,068	
Fair value change - Class C Shares	_	35,090	—	35,090	_

Loss before income taxes	\$ (449,005) \$	1,210 \$	(447,795)	
Income tax expense	 (16,784)	(12,876)	(29,660)	(v)
Net loss	\$ (465,789) \$	(11,666) \$	(477,455)	
Net loss per share (in U.S. dollars)				
Class A - Basic and Diluted	(0.23)	0.01	(0.24)	
Class B - Basic and Diluted	(0.23)	0.01	(0.24)	
Consolidated Statement of Comprehensive Loss				
•				
Net loss	(465,789)	(11,666)	(477,455)	

Other comprehensive income:				
Items that may be subsequently reclassified to the Consolidated Statement of Loss:				
Exchange rate differences from translation of foreign operations	4,519	(4,339)	180	(i), (ii), (iii), (iv), (v)
Total other comprehensive income	\$ 4,519 \$	(4,339) \$	180	
Total comprehensive loss	\$ (461,270) \$	(16,005) \$	(477,275)	

Consolidated Statement of Financial Position as of December 31, 2022

Particulars	Originally Reported Amounts	Adjustments	Restated Amounts	Restatement Reference
Assets		-		
Non-current assets				
Intangible assets and goodwill	1,396,477	(2,195)	1,394,282	(i), (iii)
Property, plant and equipment	258,048	17,906	275,954	(i), (iii), (iv)
Vehicles under operating leases	92,198	4,988	97,186	(i), (iv)
Other non-current assets	5,306	_	5,306	
Deferred tax asset	7,755	3,532	11,287	(v)
Other investments	2,333	_	2,333	
Total non-current assets	\$ 1,762,117	\$ 24,231	\$ 1,786,348	
Current assets				-
Cash and cash equivalents	973,877		973,877	
Trade receivables	246,107	(6,529)	239,578	(i), (iv)
Trade receivables - related parties	74,996	4,229	79,225	(iv)
Accrued income - related parties	49,060	—	49,060	
Inventories	658,559	(28,405)	630,154	(i), (iv)
Current tax assets	7,184	_	7,184	
Assets held for sale	63,224	(7,223)	56,001	(iv)
Other current assets	107,327	5,656	112,983	(iii), (v)
Total current assets	\$ 2,180,334	\$ (32,272) \$	\$ 2,148,062	
Total assets	\$ 3,942,451	\$ (8,041) \$	\$ 3,934,410	_
Equity				-
Share capital	(21,165)	_	(21,165)	
Other contributed capital	(3,584,232)		(3,584,232)	
Foreign currency translation reserve	12,265	3,508	15,773	(i), (ii), (iii), (iv), (v)
Accumulated deficit	3,726,775	(48,962)	3,677,813	(i), (ii), (iii), (iv), (v)
Total equity	\$ 133,643	\$ (45,454) \$	8 88,189	
Liabilities		· · · · ·	/	_
Non-current liabilities				
Non-current contract liabilities	(50,252)	1,234	(49,018)	(i)(v)
Deferred tax liabilities	(476)	(11,994)	(12,470)	(v)
Other non-current provisions	(73,985)	(1,377)	(75,362)	(i), (iv)
Other non-current liabilities	(14,753)	(13,106)	(27,859)	(i)
Earn-out liability	(598,570)		(598,570)	

Other non-current interest-bearing liabilities Other non-current interest-bearing liabilities - related parties	 (85,556)	54,230	(31,326)	(iv)
• •	 			$(\gamma , \gamma , \gamma)$
		(43,643)	(43,643)	(i), (iv)
Fotal non-current liabilities	\$ (823,592) \$	(14,656) \$	(838,248)	
Current liabilities				
Trade payables	(98,458)	1,040	(97,418)	(i)
Trade payables - related parties	(957,497)	22,336	(935,161)	(i)
Accrued expenses - related parties	(164,902)	7,476	(157,426)	(i), (ii)
Advance payments from customers	(40,869)	5,152	(35,717)	(iv)
Current provisions	(74,907)	2,058	(72,849)	(i), (ii)
Liabilities to credit institutions	(1,328,752)	2,364	(1,326,388)	(iv)
Current tax liabilities	(10,617)	(3,777)	(14,394)	(v)
Interest-bearing current liabilities	(21,545)	9,610	(11,935)	(iv)
Interest-bearing current liabilities - related parties	(16,690)	(9,928)	(26,618)	(i), (iv)
Current contract liabilities	(46,217)	1,098	(45,119)	(i), (ii)
Class C Shares liability	(28,000)	_	(28,000)	
Other current liabilities	(393,790)	29,526	(364,264)	(i), (ii), (iii)
Other current liabilities - related parties	(70,258)	1,196	(69,062)	(i), (iv)
Fotal current liabilities	\$ (3,252,502) \$	68,151 \$	(3,184,351)	
Fotal liabilities	\$ (4,076,094) \$	53,495 \$	(4,022,599)	
Fotal equity and liabilities	\$ (3,942,451) \$	8,041 \$	(3,934,410)	

Consolidated Statement of Cash Flows as for the year ended December 31, 2022

Particulars	0	riginally Reported Amounts	Adjustments	Restated Amounts	Restatement Reference
Cash flows from operating activities					
Net loss		(465,789)	(11,666)	(477,455)	(i), (ii), (iii), (iv), (v)
Adjustments to reconcile net loss to net cash flows:					
Depreciation and amortization		158,392	(15,401)	142,991	(i), (iii)
Warranties		84,992	6,291	91,283	(i), (ii)
Impairment of inventory		27,877	(13,047)	14,830	(i), (iv)
Finance income		(8,552)	_	(8,552)	
Finance expense		108,435	(33)	108,402	(i)
Fair value change - Earn-out rights		(902,068)	—	(902,068)	
Fair value change - Class C Shares		(35,090)	—	(35,090)	
Listing expense		372,318	—	372,318	
Income tax expense		16,784	12,876	29,660	(iv), (v)
Disposals and derecognition of property plant and equipment and intangible assets		—	11,036	11,036	(iv)
Other provisions		—	23,367	23,367	(iv)
Unrealised Exchange Gain/Loss Operating Payables		—	(26,672)	(26,672)	(iv)
Other non-cash expense and income		18,997	(7,731)	11,266	(iv)
Change in operating assets and liabilities:					
Inventories		(226,638)	40,245	(186,393)	(i), (iii), (iv)
Contract liabilities		13,373	8,256	21,629	(i), (ii), (iv)
Trade receivables, prepaid expenses and other assets		(220,118)	(2,573)	(222,691)	(i), (ii), (iii), (iv)
Trade payables, accrued expenses and other liabilities		52,801	(30,820)	21,981	(i), (ii), (iii), (iv),
Interest received		8,552	—	8,552	
Interest paid		(68,130)	_	(68,130)	
Taxes paid		(19,559)	_	(19,559)	
Cash used for operating activities	\$	(1,083,423) \$	(5,872) \$	6 (1,089,295)	
Cash flows from investing activities					

Addition to many sets along the set		(22.2(0))		(22.2(0))	
Additions to property, plant and equipment		(32,269)		(32,269)	()
Additions to intangible assets		(681,204)	6,929	(674,275)	(iii)
Additions to other investments	0	(2,500)		(2,500)	
Cash used for investing activities	<u>\$</u>	(715,973) \$	6,929 \$	(709,044)	
Cash flows from financing activities		2 1 40 700		2 1 40 700	
Proceeds from short-term borrowings		2,149,799	—	2,149,799	
Principal repayments of short-term borrowings Principal repayments of lease liabilities		(1,426,935)	(543)	(1,426,935)	(i) (i)
1 1 2		(18,905)	· · · ·	(19,448)	(i), (iv)
Proceeds from the issuance of share capital and other contributed capital Transaction costs		1,417,973 (38,903)	_	1,417,973	
		(, , ,		(38,903)	
Cash provided by financing activities	<u>\$</u>	2,083,029 \$	(543) \$	/ /	
Effect of foreign exchange rate changes on cash and cash equivalents		(66,433)	(514)	(66,947)	(i), (ii), (iii), (iv), (v
Net increase in cash and cash equivalents	<u>\$</u>	217,200 \$	— \$,	
Cash and cash equivalents at the beginning of the period	\$	756,677 \$	— \$		
Cash and cash equivalents at the end of the period	\$	973,877 \$	— \$	973,877	
Consolidated Statement of Loss and Comprehensive Loss for the year ended December 31, 2021					
Particulars	Orig	inally Reported Amounts	Adjustments	Restated Amounts	Restatement Referen
Revenue		1,337,181	9,166	1,346,347	(i),(ii)
Cost of sales		(1,336,321)	(367)	(1,336,688)	(i),(ii),(iii)
Gross profit	\$	860 \$	8,799 \$		(1),(11),(11)
Selling, general and administrative expense	<u>.</u>	(714,724)	29.675	(685,049)	(i),(ii)
Research and development expense		(232,922)	(1,097)	(234,019)	(i),(i)
Other operating expense, net		(48,053)	(2,663)	(50,716)	(ii)
Operating loss	\$	(994,839) \$	34,714 \$		(1)
Finance income	3	32,970		32,970	
Finance expense		(45,249)	31	(45,218)	(i)
Loss before income taxes	\$				(1)
	5	(1,007,118) \$	34,745 \$		()
Income tax benefit (expense)	-	(336)	3,411	3,075	(v)
Net loss	<u>\$</u>	(1,007,454) \$	38,156 \$	(969,298)	
Vet loss per share (in U.S. dollars)		(0.50)	(0.00)	(0.51)	
Class A - Basic and Diluted		(0.53)	(0.02)	(0.51)	
Class B - Basic and Diluted		(0.53)	(0.02)	(0.51)	
Consolidated Statement of Comprehensive Loss					
Net loss		(1,007,454)	38,156	(969,298)	
Other comprehensive loss:					
			831	(32,318)	(i), (ii), (iii), (iv), (v
tems that may be subsequently reclassified to the Consolidated Statement of Loss:		(33,149)	051		
tems that may be subsequently reclassified to the Consolidated Statement of Loss: Exchange rate differences from translation of foreign operations	\$	(33,149) (33,149) \$	831 \$		
tems that may be subsequently reclassified to the Consolidated Statement of Loss: Exchange rate differences from translation of foreign operations Total other comprehensive loss	<u>s</u>			(32,318)	
Other comprehensive loss: Items that may be subsequently reclassified to the Consolidated Statement of Loss: Exchange rate differences from translation of foreign operations Total other comprehensive loss Total comprehensive loss Consolidated Statement of Cash Flows as for the year ended December 31, 2021		(33,149) \$	831 \$	(32,318)	

Cash flows from operating activities				
Net loss	(1,007,454)	38,156	(969,298)	(i), (ii), (iii), (iv), (v)
Adjustments to reconcile net loss to net cash flows:				
Depreciation and amortization	239,164	(21,323)	217,841	(i), (iii), (iv)
Warranties	63,114	(5,634)	57,480	(ii)
Impairment of inventory	31,984	(1,202)	30,782	(i)
Finance income	(32,969)	(1)	(32,970)	(iv)
Finance expense	45,249	(31)	45,218	(i)
Income tax benefit (expense)	336	(3,411)	(3,075)	(iv), (v)
Other provisions	—	11,560	11,560	(iv)
Unrealised Exchange Gain/Loss Operating Payables	_	9,876	9,876	(iv)
Other non-cash expense and income	11,560	(11,560)	_	(iv)
Change in operating assets and liabilities:				
Inventories	(290,442)	6,666	(283,776)	(i), (iii), (iv)
Contract liabilities	70,220	(11,146)	59,074	(i), (ii)
Trade receivables, prepaid expenses and other assets	48,574	8,545	57,119	(i), (ii)
Trade payables, accrued expenses and other liabilities	519,676	(22,894)	496,782	(i), (ii), (iv)
Interest received	1,396	—	1,396	
Interest paid	 (12,564)	_	(12,564)	
Cash used for operating activities	\$ (312,156) \$	(2,399) \$	(314,555)	
Cash flows from investing activities				
Additions to property, plant and equipment	(24,701)	—	(24,701)	
Additions to intangible assets	(104,971)	2,735	(102,236)	(iii)
Cash used for investing activities	\$ (129,672) \$	2,735 \$	(126,937)	
Cash flows from financing activities				
Change in restricted deposits	48,830	—	48,830	
Proceeds from short-term borrowings	698,882	—	698,882	
Principal repayments of short-term borrowings	(411,950)	—	(411,950)	
Principal repayments of lease liabilities	(8,578)	(335)	(8,913)	(i)
Proceeds from the issuance of share capital and other contributed capital	582,388	—	582,388	
Transaction costs	—	—	_	
Cash provided by financing activities	\$ 909,572 \$	(335) \$	909,237	
Effect of foreign exchange rate changes on cash and cash equivalents	 (27,491)	(1)	(27,492)	(i), (ii), (iii), (v)
Net increase in cash and cash equivalents	\$ 440,253 \$	— \$	440,253	
Cash and cash equivalents at the beginning of the period	\$ 316,424 \$	— \$	316,424	
Cash and cash equivalents at the end of the period	\$ 756.677 \$	— \$	756,677	

EXHIBIT 2.11

DESCRIPTION OF THE REGISTRANT'S SECURITIES

The following is a summary description of the securities of Polestar Automotive Holding UK PLC, or the Company, which are represented by American Depositary Shares, or ADSs. This description also summarizes relevant provisions of English law. The following summary does not purport to be complete and is subject to, and is qualified in its entirety by reference to, the applicable provisions of English law and the Polestar Articles, a copy of which is filed as Exhibit 1.1 to the Company's Annual Report on Form 20-F for the fiscal year ended December 31, 2023 (the "Report"). We encourage you to read the Polestar Articles and the applicable provisions of English law for additional information. Capitalized terms used herein and not otherwise defined have the meanings given them in the Report.

DESCRIPTION OF SHARE CAPITAL AND ARTICLES OF ASSOCIATION

Set forth below is a summary of certain information concerning the Company's share capital as well as a description of certain provisions of the Polestar Articles and relevant provisions of the Companies Act. The summary below contains only material information concerning the Company's share capital and corporate status and does not purport to be complete and is qualified in its entirety by reference to the Polestar Articles and applicable English law. Further, please note that holders of AD securities (see section entitled "Description of American Depositary Shares") will not be treated as one of the Company's shareholders and will not have any shareholder rights.

On September 15, 2021, the Company was incorporated under the laws of England and Wales as Polestar Automotive Holding UK Limited, with nominal assets and liabilities for the purpose of becoming the ultimate holding company for Polestar and consummating the Business Combination. The Company has re-registered as a public limited company under the laws of England and Wales with the name "Polestar Automotive Holding UK PLC" in connection with the Business Combination.

The total number of shares of all classes of shares which the Company is authorized to issue is 6,861,249,349 shares, consisting of (a) 5,000,000,000 Class A Shares of nominal value USD 0.01 each, (b) 1,777,366,739 Class B Shares of nominal value USD 0.01 each, (c) 16,000,000 Class C-1 Shares of nominal value USD 0.10 each, (d) 9,000,000 Class C-2 Shares of nominal value USD 0.10 each, (e) 58,882,610 Volvo Cars Preference Subscription Shares of nominal value USD 10.00 each, and (f) 50,000 GBP Redeemable Preferred Shares of nominal value GBP 1.00 each (*"GBP Redeemable Preferred Shares"*). In addition, Class A Shares and Deferred Shares of nominal value USD 0.01 each (*"Deferred Shares"*) may be created upon conversion of Class C-1 Shares, Class C-2 Shares and Volvo Cars Preference Subscription Shares without any requirement for further authorization. As of December 31, 2023, the following securities were issued and outstanding: 467,976,748 Class A Shares, 1,642,233,575 Class B Shares, no Volvo Cars Preference Subscription Shares, 50,000 GBP Redeemable Preferred Shares and Class C-1 Shares, 20,499,965 Class C-1 Shares and 4,500,000 Class C-2 Shares. The Class A Shares, Class B Shares and Class C Shares are represented by Class A ADSs, Class B ADSs and Class C ADSs, respectively.

Description of Company Share Capital and Polestar Articles

Company Securities

Dividend Rights

Subject to the provisions of English law and any preferences that may apply to shares outstanding at the time, holders of outstanding Class A Shares, Class B Shares and Volvo Cars Preference Subscription Shares are entitled to receive dividends out of assets legally available at the times and in the amounts as the Board may determine from time to time.

Any dividends (or other distribution) paid by the Company shall be applied among the holders of outstanding Class A Shares and Class B Shares pro rata to the number of such shares respectively held by them. For

the avoidance of doubt, the Class C Shares, the GBP Redeemable Preferred Shares and the Deferred Shares shall not entitle their holders to participate in any dividends or other distributions.

The Volvo Cars Preference Subscription Shares shall not entitle any holder to preferred dividends or accruals except that the holders of Volvo Cars Preference Subscription Shares shall participate in dividends or other distributions on the Class A Shares as if such Volvo Cars Preference Subscription Shares had been converted into Class A Shares in accordance with the Polestar Articles.

The Board may deduct from any dividend in respect of a share all such sums as may be due from him or her to the Company on account of calls or otherwise in relation to the shares of the Company. Sums so deducted can be used to pay amounts owing to the Company in respect of the shares. Any dividend unclaimed after a period of 12 years from the date such dividend was declared shall, if the Board so resolves, be forfeited and shall revert to the Company. In addition, the payment by the Board of any unclaimed dividend, interest or other sum payable on or in respect of shares into a separate account shall not constitute the Company as a trustee in respect thereof. For further information regarding the payment of dividends under English law, see "-Polestar Articles and English Law Considerations-Other English Law Considerations-Distributions &Dividends."

Voting Rights

Each outstanding Class A Share is entitled to one vote on all matters submitted to a vote of shareholders. Each Class B Share is entitled to 10 votes on all matters submitted to a vote of shareholders. Each Class C Share is entitled to one vote on all matters submitted to a vote of shareholders. Volvo Cars Preference Subscription Shares, Deferred Shares and GBP Redeemable Preferred Shares carry no voting rights and do not entitle their holders to receive notice of, to attend, to speak or to vote at any general meeting of the Company. Holders of Company securities shall have no cumulative voting rights. None of the Company's shareholders will be entitled to vote at any general meeting or at any separate class meeting in respect of any share unless all calls or other sums payable in respect of that share have been paid.

Preemptive Rights

There are no rights of preemption under the Polestar Articles in respect of transfers of issued shares. In certain circumstances, Company shareholders may have statutory preemption rights under the Companies Act in respect of the allotment of new shares. These statutory preemption rights would require the Company to offer new equity securities (which includes ordinary shares but excludes most forms of preferred shares) for allotment to existing ordinary shareholders (including holders of Class A Shares and Class B Shares) on a pro rata basis before allotting them to other persons, unless shareholders dis-apply such rights by a special resolution for a period of not more than five years at a shareholders' meeting. These preemption rights will be dis-applied in respect of Company securities and the Company intends to propose equivalent resolutions in the future once the initial period of dis-application has expired. In any circumstances where the preemption rights have not been dis-applied, the procedure for the exercise of such statutory preemption rights would be set out in the documentation by which such equity securities would be offered to Company shareholders.

Conversion or Redemption Rights

The Class A Shares and Deferred Shares are neither convertible nor redeemable, provided that the Board has the right to issue additional classes of shares in the Company (including redeemable shares) on such terms and conditions, and with such rights attached, as it may determine.

Each Class B Share is convertible into one Class A Share at any time at the option of the holder of such Class B Share. The right to convert such Class B Shares into Class A Shares will be exercisable by the holder of the Class B Share delivering a written notice to the Company that such holder elects to convert a specified number of Class B Shares into Class A Shares. In no event shall Class A Shares be convertible into Class B Shares. Any conversion of a Class B Share into a Class A Share shall be effected by means of the re-designation of each relevant Class B Share as a Class A Share or by such other method as may be approved by the Board.

Each Preference Share shall convert into one Class A Share (credited as fully paid) in the form of a Class A ADS, provided that:

- (a) the maximum number of Class A Shares to be issued on conversion shall be the maximum number that can be issued so that Volvo Cars (alone or taken together with all other legal entities that, directly or indirectly, are controlled by Geely ("Geely Group")) after such conversion holds, whether directly or indirectly through depositary shares and/or receipts, less than 50% of the aggregate voting rights attaching to the Shares; or
- (b) no conversion of a Preference Share shall occur in circumstances which would give rise to an obligation on Volvo or any member of the Geely Group to make a mandatory offer under any applicable law or regulation to acquire all of the Class A Shares not already held by Volvo or the Geely Group, save with the prior written consent of Volvo or a member of the Geely Group.

Subject to the provisions of the Companies Act, Polestar shall be entitled, at any time, to serve notice on all or some of the holders of the GBP Redeemable Preferred Shares that it wishes to redeem all or some of the GBP Redeemable Preferred Shares in issue at that time on the date falling 14 days after service of such notice (or on such other date as may be agreed between Polestar and the holders of the relevant GBP Redeemable Preferred Shares).

The conversion and redemption features of the Class C Shares are described below under "-Class C Shares."

Liquidation Rights

On a return of assets on liquidation or otherwise, the assets of Polestar remaining after payment of its debts and liabilities and available for distribution to holders of Shares, Class C Shares, Volvo Cars Preference Subscription Shares, Deferred Shares and GBP Redeemable Preferred Shares will be applied in the following manner and order of priority:

- a) first, to the holders of the Volvo Cars Preference Subscription Shares (pro rata and pari passu) an amount equal to the initial liquidation preference of \$588,826,100 less the aggregate subscription price of any Volvo Cars Preference Subscription Shares that have been converted into Class A Shares;
- b) second, to the holders of the GBP Redeemable Preferred Shares an amount equal to the nominal value of such shares;

c) third:

 to the holders of the Shares pro rata to the number of Shares respectively held by them up to an amount of \$1 million per Share; and to the holders of the Class C Shares pari passu with Shares on an as-converted basis less the conversion price of \$11.50 per share (subject to relevant adjustments in the Polestar Articles) pro rata to the number of Class C Shares respectively held by them up to an amount of \$1 million per Class C Share;

d) fourth, to the holders of Deferred Shares an amount equal to the nominal value of the Deferred Shares; and

e) fifth:

•to the holders of the Shares pro rata to the number of Shares respectively held by them; and

•to the holders of the Class C Shares pari passu with Shares on an as-converted basis less the conversion price of \$11.50 per share (subject to relevant adjustments in the Polestar Articles),

provided that if the amount which would be received by the holders of the Volvo Cars Preference Subscription Shares if all such shares had been converted in accordance with the Polestar Articles would be greater than pursuant

to (a) above, the relevant Volvo Cars Preference Subscription Shares shall be deemed for the purposes of the relevant return of capital to be treated pari passu with the holders of Shares on an as-converted basis.

Variation of Rights

Subject to the Companies Act, the rights attached to any class of shares can be varied or abrogated either with the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of that class (excluding any shares of that class held as treasury shares) or with the authority of a special resolution passed at a separate meeting of the holders of the relevant class of shares known as a class meeting.

Capital Calls

Subject to the Polestar Articles and the terms on which the Company shares are allotted, the Board has the authority to make calls upon the shareholders in respect of any money unpaid on their shares and each shareholder shall pay to Polestar as required by such notice the amount called on its shares. If a call remains unpaid after it has become due and payable, and the 14 clear days' notice provided by the Board has not been complied with, any share in respect of which such notice was given may be forfeited by a resolution of the Board. All of the Shares issued have been credited as fully paid and therefore are not subject to a capital call.

Transfer of Shares

Polestar's share register will be maintained by its proposed registrar, Computershare Trust Company, N.A. Registration in this share register is determinative of share ownership. A shareholder who holds Polestar's shares through DTC is not the holder of record of such shares. Instead, the depositary (for example, Cede & Co., as nominee for DTC) or other nominee is the holder of record of such shares. Accordingly, a transfer of shares from a person who holds such shares through DTC to a person who also holds such shares through DTC will not be registered in Polestar's official share register, as the depositary or other nominee will remain the record holder of a renounceable letter of allotment):

(a) of a share that is not fully paid;

(b) of a share upon which the Company has a lien;

- (c) of a share that is not duly stamped (if required) or is duly certified or otherwise shown to the satisfaction of the Board to be exempt from stamp duty (if required);
- (d) if it is not delivered for registration to the registered office of the Company (or such other place as the Board may determine) accompanied by the certificate of the share to which it relates or such other evidence reasonably required by the directors to show the right of the transferor to make the transfer;
- (e) of a default share where the holder has failed to provide the required details to Polestar under "-Polestar Articles and English Law Considerations-Other English Law Considerations-Disclosure of Interest in Shares," subject to certain exceptions;
- (f) in respect of more than one class of shares; or
- (g) where, in the case of a transfer to joint holders of a share, the number of joint holders to whom the share is to be transferred exceeds four.

If the Board refuses to register a transfer of a share it shall notify the transferee of the refusal and the reasons for it within two months after the date on which the transfer was lodged with the Company or the instructions to the relevant system received.

Limitations on Ownership

Under English law and the Polestar Articles, there are no limitations on the right of non-residents of the U.K. or owners who are not citizens of the U.K. to hold or, other than the holders of Volvo Cars Preference Subscription Shares, Deferred Shares or GBP Redeemable Preferred Shares which do no confer voting rights on the relevant holders, vote the Shares.

Polestar Articles and English Law Considerations

Directors

Number

The Polestar Articles provide that at the time of their adoption, the number of directors of the Company shall be nine (the "Initial Directors"), and that otherwise the number of directors shall be as determined by the Board from time to time. Directors may be appointed by any ordinary resolution of shareholders or by the Board, as described below under "-Appointment and Retirement of Directors." Each director elected shall hold office until his or her successor is elected or until his or her earlier resignation or removal in accordance with the Polestar Articles.

For a period of three years post-Business Combination Closing a majority of the director shall be independent directors. A director shall be independent when he or she (i) satisfies the requirements to qualify as an "independent director" under the stock exchange rules of the stock exchange on which the Class A Shares are thencurrently listed and (ii) is not affiliated (as a director, employee, shareholder or otherwise) with Former Parent, Volvo or Geely, provided that an individual shall not be precluded from being appointed, or continuing to act, as an independent director solely on the basis of holding, directly or indirectly, up to 0.01% of the share capital of any publicly traded affiliate of Former Parent, Volvo Cars or Geely.

The Initial Directors shall be divided into three classes of directors, designated as "Class I," "Class II" and "Class III," respectively (each a "Class"). The Board is authorized to assign members of the Board already in office to such Classes at the time the classification becomes effective. The Board is also authorized to assign any persons who take office as directors after the date the Polestar Articles are adopted to any such Class; provided, however, that the Classes are as close to equal size as possible. In the event of any increase in the number of directors, the additional directorships resulting from such increase shall be apportioned by the Board among the Classes of directors so as to maintain such Classes as nearly equal as possible. No decrease in the number of directors shall shorten the term of any incrembert director.

Appointment and Retirement of Directors

Subject to the requirements of the Polestar Articles (including director independence requirements), the Company may by ordinary resolution appoint a person who is willing to act to be a director, either to fill a vacancy or as an addition to the then-existing Board but the total number of directors shall not exceed fifteen. Subject to the requirements of the Polestar Articles (including director independence requirements), the Board also has power at any time to appoint any person who is willing to act as a director, either to fill a vacancy or as an addition to the Board as then existing, but the total number of directors shall not exceed fifteen.

The term of office of directors serving in Class I will expire at Polestar's first annual general meeting. The term of office of directors serving in Class II will expire at Polestar's second annual general meeting. The term of office of directors serving in Class III will expire at Polestar's third annual general meeting. At each succeeding annual general meeting following the third annual general meeting following the Business Combination Closing, directors shall be elected to serve for a term of three years to succeed the directors of the class whose terms expire at such annual general meeting.

Powers of the Board

The Polestar Articles provide that, subject to the Companies Act, the Polestar Articles, and to any directions given by special resolution of the Company, the business of the Company will be managed by the Board, which may exercise all the powers of the Company, whether relating to the management of the business or not.

Additionally, under the Polestar Articles, subject to the provisions of the Companies Act and the requirements of the Polestar Articles, the Board may exercise all of the powers of the Company to:

- (a) borrow money;
- (b) indemnify and guarantee;
- (c) mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company;
- (d) create and issue debentures and other securities; and
- (e) give security either outright or as collateral security for any debt, liability or obligation of the Company or of

any unira party.

Indemnity of Directors

Under the Polestar Articles, and subject to the provisions of the Companies Act, each of the Company's directors is entitled to be indemnified by the Company out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by such director or officer in the execution and discharge of his or her duties or in relation to those duties. In addition, each member of the Board entered into a separate deed of indemnity with Polestar (which will also be subject to the provisions of the Companies Act). The Companies Act renders void an indemnity for a director against any liability attaching to him or her in connection with any negligence, default, breach of duty or breach of trust in relation to the company of which he or she is a director.

Shareholders' Meetings

Each year, the Company will hold an annual general meeting of shareholders in addition to any other meetings held in that year, and will specify the meeting as such in the notice convening it. The annual general meeting will be held at such time and place as the directors may appoint. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business, but the absence of a quorum shall not preclude the appointment of a chairman, which appointment shall not be treated as part of the business of a meeting. The Polestar Articles provide that the necessary quorum at any general meeting of shareholders (or adjournment thereof) shall be at least two members that in aggregate hold at least 51% of the issued Company securities of the Company, present in person or by proxy and entitled to attend and to vote on the business to be transacted, at such meeting.

Requisitioning Shareholder Meetings

Subject to certain conditions being satisfied, under the Companies Act shareholders holding at least 5% of the paid-up capital of the Company carrying voting rights at general meetings can require the directors to call a general meeting and shareholders representing at least 5% of the total voting rights exercisable at an annual general meeting can require Polestar to give notice of a resolution to be proposed at that annual general meeting.

Other English Law Considerations

Mandatory Purchases and Acquisitions

Pursuant to sections 979 to 982 of the Companies Act, where a takeover offer has been made for the Company and the offeror has, by virtue of acceptances of the offer, acquired or unconditionally contracted to acquire not less than 90% of the voting rights carried by the class of shares to which the offer relates, the offeror may give notice to the holder of any shares of that class to which the offer relates that the offeror has not acquired or unconditionally contracted to acquire that it desires to acquire those shares on the same terms as the takeover offer.

The offeror would do so by sending a notice to the outstanding minority shareholders telling them that it will compulsorily acquire their shares.

Such notice must be sent within three months of the last day on which the offer can be accepted in the prescribed manner or if earlier, and the offer is not one to which the Takeover Code applies, within the period of six months beginning with the date of the offer. The squeeze out of the minority shareholders can be completed at the end of six weeks from the date the notice has been given, subject to the minority shareholders failing to successfully lodge an application to the court to prevent such squeeze out any time prior to the end of those six weeks following which the offer can execute a transfer of the outstanding shares in its favor and pay the consideration to the Company, which would hold the consideration on trust for the outstanding minority shareholders. The consideration offered to the outstanding minority shareholders whose shares are compulsorily acquired under the Companies Act must, in general, be the same as the consideration that was available under the takeover offer.

If a takeover is structured as a scheme of arrangement pursuant to Part 26 of the Companies Act, the scheme, and therefore takeover, would need to be approved by a majority in number representing 75% in value of the shareholders of each class of shareholders voting, whether in person or by proxy. If approved, the scheme, and therefore takeover, would be binding on 100% of the shareholders of the relevant class(es).

Sell Out

The Companies Act also gives minority shareholders a right to be bought out in certain circumstances by an offeror who has made a takeover offer for all of the Company's shares or of any class or classes of the Company's shares. A holder of voting shares to which the offer relates, and who has not otherwise accepted the offer, may require the offeror to acquire his shares if, prior to the expiry of the acceptance period for such offer, (1) the offeror has acquired or unconditionally agreed to acquire not less than 90% in value of all the voting shares in the company (in the case of an offer for all of Polestar's shares) or of all the shares of that class and (2) not less than 90% of the voting rights in the company (in the case of an offer for all of the company's shares) or of the voting rights carried by that class. The offeror may impose a time limit on the rights of minority shareholders to be bought out, the offeror is required to acquire those shares on the terms of the takeover offer or on such other terms as may be agreed.

U.K. City Code on Takeovers and Mergers

The majority of the Board resides outside of the U.K., the Channel Islands and the Isle of Man. Based upon the structure of the Board and management structure and Polestar's intended plans for directors and management, for the purposes of the Takeover Code, the Company is considered to have its place of central management and control outside the U.K., the Channel Islands or the Isle of Man. Accordingly, the Takeover Code is not expected to apply to the Company. It is possible that in the future circumstances, and in particular the Board Composition, could change which may cause the Takeover Code to apply to the Company. The Takeover Code provides a framework within which takeovers of companies subject to it are conducted. In particular, the Takeover Code contains certain rules in respect of mandatory offers. Under Rule 9 of the Takeover Code, if a person:

- (a) acquires an interest in the Company's shares that, when taken together with shares in which persons acting in concert with such person are interested, carries 30% or more of the voting rights of the Company's shares; or
- (b) who, together with persons acting in concert with such person, is interested in shares that in the aggregate carry not less than 30% and not more than 50% of the voting rights in the company acquires additional interests in shares that increase the percentage of shares carrying voting rights in which that person is interested, the acquirer, and, depending on the circumstances, its concert parties, would be required (except with the consent of the Takeover Panel) to make a cash offer for the Company's outstanding shares at a price not less than the highest price paid for any interests in the shares by the acquirer or its concert parties during the previous 12 months.

Disclosure of Interest in Company securities

Section 793 of the Companies Act gives the Company the power to require persons whom the Company knows have, or whom the Company has reasonable cause to believe have, or within the previous three years have had, any ownership interest in any of the Company's shares (the "*default shares*"), to disclose prescribed particulars of those shares. For this purpose, default shares includes any of the Company's shares allotted or issued after the date of the Section 793 notice in respect of those shares. Failure to provide the information requested within the prescribed period after the date of sending the notice may result in restrictions being imposed on the default shares under the Polestar Articles (including suspension of voting rights and withholding of dividends), depending on the level of the relevant shareholding, and sanctions being imposed against the holder of the default shares as provided within the Companies Act.

Distributions & Dividends

Under English law, dividends and distributions may only be made from distributable profits. "Distributable profits" generally means accumulated realized profits, so far as not previously utilized by distribution or capitalization, less accumulated realized losses, so far as not previously written off in a reduction or reorganization of capital, duly made. This would include reserves created by way of a court-approved reduction of capital.

It is not sufficient that the Company, as a public limited company, has distributable profits for the purpose of making a distribution. An additional capital maintenance requirement is imposed on the Company to ensure that the net worth of the Company is at least equal to the amount of its capital. A public limited company can only make a distribution:

- (a) if, at the time that the distribution is made, the amount of its net assets (that is, the total excess of assets over liabilities) is not less than the total of its called-up share capital and undistributable reserves; and
- (b) if, and to the extent that, the distribution itself, at the time that it is made, does not reduce the amount of the net assets to less than that total.

Purchase of Own Shares

Under English law, a public limited company may purchase its own shares only out of the distributable profits of the company or the proceeds of a new issue of shares made for the purpose of financing the purchase. A limited company may not purchase its own shares if as a result of the purchase there would no longer be any issued shares of the company other than redeemable shares or shares held as treasury shares. Subject to the foregoing, because the Nasdaq is not a "recognized investment exchange" under the Companies Act, the Company may purchase its fully paid shares only pursuant to a purchase contract authorized by ordinary resolution of the holders of Company securities before the purchase shares votes on the resolution and the resolution would not have been passed if such shareholder had not done so. The resolution, on which the authority to purchase is to expire.

Class C Shares

Each whole Class C Share entitles the holder the right to acquire one Class A ADS (or one Class A Share if at the time of exercise the Company no longer uses the ADR Facility) at an exercise price of \$11.50 per Class A ADS (subject to relevant adjustments in the Polestar Articles) no earlier than 30 days post-Business Combination Closing. A holder of Class C Shares may exercise its Class C Shares only for a whole number of Class A ADSs. This means that only a whole Class C Shares will expire five years after the Business Combination Closing, at 5:00 p.m., New York City time, or earlier upon redemption or liquidation.

The Company has agreed that as soon as practicable, but in no event later than 15 business days after the Business Combination Closing, it will use commercially reasonable efforts to file with the SEC a registration

statement for the registration, under the Securities Act, of the Class A ADSs issuable upon exercise of the Class C Shares. The Company will use its best efforts to cause the same to become effective and to maintain the effectiveness of such registration statement, and a current prospectus relating thereto, until the expiration of the Class C Shares in accordance with the provisions of the Class C Warrant Amendment and the Polestar Articles. Notwithstanding the above, if Class A ADSs are at the time of any exercise of a Class C Share not listed on a national securities exchange such that it satisfies the definition of a "covered security" under Section 18(b)(1) of the Securities Act, the Company may, at its option, require holders of Class C Shares who exercise their Class C Shares to do so on a "cashless basis" in accordance with Section 3(a)(9) of the Securities Act and, in the event the Company so elects, the Company will not be required to file or maintain in effect a registration statement, but Polestar will be required to use its best efforts to register or qualify the Class A ADSs under applicable blue sky laws to the extent an exemption is not available.

Redemption of Class C Shares for cash. Once the Class C Shares become exercisable, the Company may call the Class C Shares for redemption (except as described herein with respect to Class C-2 Shares):

•in whole and not in part;

•at a price of \$0.01 per Class C Share;

- upon not less than 30 days' prior written notice of redemption (the "30-day redemption period") to each holder of a Class C Share; and
- if, and only if, the reported last sale price of the Class A ADS equals or exceeds \$18.00 per Class A ADS for any 20 trading days within a 30-trading day period ending three business days before Polestar sends the notice of redemption to the holders of Class C Shares.

The Company will not redeem the Class C Shares as described above unless an effective registration statement under the Securities Act covering the issuance of the Class A ADSs issuable upon exercise of the Class C Shares is effective and a current prospectus relating to those Class A ADSs is available throughout the 30 day redemption period, except if the Class C Shares may be exercised on a cashless basis and such cashless exercise is exempt from registration under the Securities Act. If and when the Class C Shares become redeemable by the Company, the Company may exercise its redemption right even if it is unable to register or qualify the underlying securities for sale under all applicable state securities laws.

The Company has established the last of the redemption criterion discussed above to prevent a redemption call unless there is at the time of the call a significant premium to the Class C Share exercise price. If the foregoing conditions are satisfied and the Company issues a notice of redemption of the Company, each holder of Class C Shares will be entitled to exercise its Class C Shares prior to the scheduled redemption date. However, the price of the Class A ADSs may fall below the \$18.00 per share redemption trigger price as well as the \$11.50 per share (for whole Class A ADSs) Class C Shares exercise price after the redemption notice is issued.

Redemption of Class C Shares for Class A ADSs. Commencing 90 days after the Class C Shares become exercisable, the Company may redeem the outstanding Class C Shares:

•in whole and not in part;

- •at a price equal to a number of Class A ADSs to be determined by reference to the table below, based on the redemption date and the "fair market value" of Class A ADSs except as otherwise described below;
- •if, and only if, the Class C-2 Shares are also concurrently exchanged at the same price (equal to a number of Class A ADSs) as the outstanding Class C-1 Shares, as described above;
- if, and only if, there is an effective registration statement covering the Class A ADSs issuable upon exercise of the Class C Shares and a current prospectus relating thereto is available throughout the 30-day period after written notice of redemption is given;

•upon a minimum of 30 days' prior written notice of redemption; and

 if, and only if, the last reported sale price of Class A ADSs equals or exceeds \$10.00 per Class A ADS (as adjusted per share splits, stock dividends, reorganizations, reclassifications, recapitalizations and the like) on the trading day prior to the date on which the Company sends the notice of redemption to the holders of Class C Shares.

The numbers in the table below represent the "redemption prices," or the number of Class A ADSs that a holder of Class C Shares will receive upon redemption by the Company pursuant to this redemption feature, based on the "fair market value" of Class A ADSs on the corresponding redemption date, determined based on the average of the last reported sales price for the 10 trading days ending on the third trading day prior to the date on which the notice of redemption is sent to the holders of Class C Shares, and the number of months that the corresponding redemption date precedes the expiration date of the Class C Shares, each as set forth in the table below.

The Class A ADS prices set forth in the column headings of the table below will be adjusted as of any date

on which the number of Class A ADSs issuable upon exercise of a Class C Share is adjusted as set forth in the first three paragraphs under the heading "-Anti-dilution adjustments" below. The adjusted Class A ADS prices in the column headings will equal the Class A ADS prices immediately prior to such adjustment, multiplied by a fraction, the numerator of which is the number of Class A ADSs deliverable upon exercise of a Class C Share immediately prior to such adjustment and the denominator of which is the number of Class A ADSs deliverable upon exercise of a Class C Share is so adjusted. The number of Class A ADSs in the table below shall be adjusted in the same manner and at the same time as the number of Class A ADSs issuable upon exercise of a Class C Share.

	Fair Market Value of Class A ADSs									
	\$10.00	\$11.00	\$12.00	\$13.00	\$14.00	\$15.00	\$16.00	\$17.00	\$18.00	
	Redemption Date (period to expiration of Class C Shares)									
months	0.257	0.277	0.294	0.31	0.324	0.337	0.348	0.358	0.365	
months	0.252	0.272	0.291	0.307	0.322	0.335	0.347	0.357	0.365	
months									0.5.5.705.70	
months	0.246	0.268	0.287	0.304	0.32	0.333	0.346	0.357	0.365	
months	0.241	0.263	0.283	0.301	0.317	0.332	0.344	0.356	0.365	
	0.235	0.258	0.279	0.298	0.315	0.33	0.343	0.356	0.365	
months	0.228	0.252	0.274	0.294	0.312	0.328	0.342	0.355	0.364	
months	0.221	0.246	0.269	0.29	0.309	0.325	0.34	0.354	0.364	
months	0.213	0.239	0.263	0.285	0.305	0.323	0.339	0.353	0.364	
months	0.205	0.232	0.257	0.28	0.301	0.32	0.337	0.352	0.364	
months										
months	0.196	0.224	0.25	0.274	0.297	0.316	0.335	0.351	0.364	
months	0.185	0.214	0.242	0.268	0.291	0.313	0.332	0.35	0.364	
	0.173	0.204	0.233	0.26	0.285	0.308	0.329	0.348	0.364	
months	0.161	0.193	0.223	0.252	0.279	0.304	0.326	0.347	0.364	
months	0.146	0.179	0.211	0.242	0.271	0.298	0.322	0.345	0.363	
months	0.13	0.164	0.197	0.23	0.262	0.291	0.317	0.342	0.363	
months			1000							

	0.111	0.146	0.181	0.216	0.25	0.282	0.312	0.339	0.363
nonths	0.09	0.125	0.162	0.199	0.237	0.272	0.305	0.336	0.362
nonths	0.065	0.099	0.137	0.178	0.219	0.259	0.296	0.331	0.362
nonths	0.034	0.065	0.104	0.15	0.197	0.243	0.286	0.326	0.361
nonths	-	-	0.042	0.115	0.179	0.233	0.281	0.323	0.361

The "fair market value" of Class A ADSs shall mean the average last reported sale price of Class A ADSs for the 10 trading days ending on the third trading day prior to the date on which the notice of redemption is sent to the holders of Class C Shares.

The exact fair market value and redemption date may not be set forth in the table above, in which case, if the fair market value is between two values in the table or the redemption date is between two redemption dates in the table, the number of Class A ADSs to be issued for each Class C Share redeemed will be determined by a straight-line interpolation between the number of Class A ADSs set forth for the higher and lower fair market values and the earlier and later redemption dates, as applicable, based on a 365- or 366-day year, as applicable. For example, if the average last reported sale price of Class A ADSs for the 10 trading days ending on the third trading date prior to the date on which the notice of redemption is sent to the holders of the is \$11.00 per Class A ADS, and at such time there are 57 months until the expiration of the Class C Shares, the Company may choose to, pursuant to this redemption feature, redeem the Class C Shares at a "redemption price" of 0.277 Class A ADSs for each whole Class C Share. For an example where the exact fair market value and redemption date are not as set forth in the table above, if the average last reported sale price of Class A ADSs for the 10 trading days ending on the third trading date prior to the date on which the notice of redemption is sent to the holders of the Class C Shares is \$13.50 per Class A ADS, and at such time there are 38 months until the expiration of the Class C Shares, the Company may choose to, pursuant to this redemption feature, redeem the Class C Shares at a "redemption price" of 0.298 Class A ADSs for each whole Class C Share. Finally, as reflected in the table above, the Company can redeem the Class C Shares for no consideration in the event that the Class C Shares are "out of the money" (i.e., the trading price of Class A ADSs is below the exercise price of the Class C Shares) and about to expire.

Any Class C Shares held by the Company officers or directors will be subject to this redemption feature, except that such officers and directors shall only receive "fair market value" for such Class C Shares so redeemed ("fair market value" for such Class C-1 Shares held by the Company officers or directors being defined as the last reported sale price of the Class C-1 Shares on such redemption date).

This redemption feature differs from typical warrant redemption features, which typically only provide for a redemption of warrants for cash (other than private placement warrants) when the trading price for Class A common stock exceeds \$18.00 per share for a specified period of time. This redemption feature is structured to allow for all of the outstanding Class C-1 Shares to be redeemed when the Class A ADSs are trading at or above \$10.00 per Class A ADS, which may be at a time when the trading price of the Class A ADSs is below the exercise price of the Class C-1 Shares. The Company has established this redemption feature to provide the Class C-1 Shares with an additional liquidity feature, which provides the Company with the flexibility to redeem the Class C-1 Shares for Class A ADSs, instead of cash, for "fair value" without the Class C-1 Shares having to reach the \$18.00 per Class A ADS threshold set forth above under "-Redemption of Class C Shares for cash." Holders of the Class C-1 Shares will, in effect, receive a number of Class A ADSs representing fair value for their Class C-1 Shares based on an option pricing model with a fixed volatility input. This redemption right provides the Company not only with an additional mechanism by which to redeem all of the outstanding Class C-1 Shares, in this case, for Class A ADSs, and therefore have certainty as to (i) the Company's capital structure as the Class C-1 Shares would no longer be outstanding and would have been exercised or redeemed and (ii) to the amount of cash provided by the exercise of the Class C-1 Shares and available to the Company, and also provides a ceiling to the theoretical value of the Class C-1 Shares as it locks in the "redemption prices" the Company would pay to holders of Class C-1 Shares if Polestar chose to redeem Class C-1 Shares in this manner. The Company will effectively be required to pay fair value to holders of Class C-1 Shares if the Company chooses to exercise this redemption right and it will allow the Company to quickly proceed with a redemption of the Class C-1 Shares for Class A ADSs if the Company determines it is in the Company's best interest to do so. As such, the Company would redeem the Class C-1 Shares in this manner when the Company believes it is in the Company's best interest to update the Company's capital structure to remove the Class C-1 Shares and pay fair value to the holders of Class C-1 Shares. In particular, it would allow the Company to quickly redeem the Class C-1 Shares for Class A ADSs, without having to negotiate a redemption price with the holders of Class C-1 Shares. In addition, the holders of Class C-1 Shares will have the ability to exercise the Class C Shares prior to redemption if they should choose to do so.

As stated above, the Company can redeem the Class C-1 Shares when the Class A ADSs are trading at a price starting at \$10.00 per share, which is below the exercise price of \$11.50 per share, because it will provide certainty with respect to the Company's capital structure and cash position while providing holders of Class C-1 Shares with fair value (in the form of Class A ADSs). If the Company chooses to redeem the Class C-1 Shares when the Class A ADSs are trading at a price below the exercise price of the Class C-1 Shares, this could result in the holders of Class C-1 Shares receiving fewer Class A ADSs than they would have received if they had chosen to wait

to exercise their Class C-1 Shares for Class A ADSs if and when such Class A ADSs were trading at a price higher than the exercise price of \$11.50 per share.

No fractional Class A ADSs will be issued upon redemption. If, upon redemption, a holder would be entitled to receive a fractional interest in a Class A ADS, the Company will round down to the nearest whole number of the number of Class A ADSs to be issued to the holder.

Redemption procedures and cashless exercise. If the Company calls the Class C-1 Shares for redemption as described above, the Company's management will have the option to require any holder that wishes to exercise its Class C-1 Share to do so on a "cashless basis." In determining whether to require all holders to exercise their Class C-1 Shares on a "cashless basis," the Company's management will consider, among other factors, the Company's cash position, the number of Class C-1 Shares that are outstanding and the dilutive effect on the Company's shareholders of issuing the maximum number of Class ADSs issuable upon the exercise of Class C-1 Shares.

If the Company management takes advantage of this option, all holders of Class C-1 Shares would pay the exercise price by surrendering their Class C-1 Shares for that number of Class A ADSs equal to the quotient obtained by dividing (x) the product of the number of Class A ADSs underlying the Class C-1 Shares, multiplied by the difference between the exercise price of the Class C-1 Shares and the "fair market value" (defined below) by (y) the fair market value. The "fair market value" shall mean the average reported last sale price of the Class A ADSs for the 10 trading days ending on the third trading day prior to the date on which the notice of redemption is sent to the holders of Class C-1 Shares. If the Company's management takes advantage of this option, the notice of redemption will contain the information necessary to calculate the number of Class A ADSs to be received upon exercise of the Class C-1 Shares, including the "fair market value" in such case. Requiring a cashless exercise in this manner will reduce the number of Class A ADSs to be issued and thereby lessen the dilutive effect of a Class C-1 Shares redemption. The Company believes this feature is an attractive option if the Company does not need the cash from the exercise of the Class C-1 Shares after the Business Combination Closing. If the Company calls Class C-1 Shares for redemption and the Company's management does not take advantage of this option, the GGI Sponsor and its permitted transferees would still be entitled to exercise their Class C-2 Shares for cash or on a cashless basis using the same formula described above that other holders of Class C Shares would have been required to use had all holders of Class C Shares been required to exercise their Class C Shares on a cashless basis, as described in more detail below.

A holder of a Class C-1 Share may notify the Company in writing in the event it elects to be subject to a requirement that such holder will not have the right to exercise such Class C-1 Shares, to the extent that after giving effect to such exercise, such person (together with such person's affiliates), to the conversion agent's actual knowledge, would beneficially own in excess of 9.8% (or such other amount as a holder may specify) of the Class A ADSs outstanding immediately after giving effect to such exercise.

Anti-dilution adjustments. If the number of outstanding Class A ADSs is increased by a stock dividend payable in Class A ADSs, or by a split-up of Class A ADSs or other similar event, then, on the effective date of such stock dividend, split-up or similar event, the number of Class A ADSs issuable on exercise of each Class C Share will be increased in proportion to such increase in the outstanding Class A ADSs. A rights offering to holders of Class A ADSs entitling holders to purchase Class A ADSs at a price less than the fair market value will be deemed a stock dividend of a number of Class A ADSs equal to the product of (i) the number of Class A ADSs actually sold in such rights offering (or issuable under any other equity securities sold in such rights offering that are convertible into or exercisable for Class A ADSs) multiplied by (ii) one (1) minus the quotient of (x) the price per Class A ADSs paid in such rights offering divided by (y) the fair market value. For these purposes (i) if the rights offering is for securities convertible into or exercisable for Class A ADSs, in determining the price payable for Class A ADSs, there will be taken into account any consideration received for such rights, as well as any additional amount payable upon exercise or conversion and (ii) fair market value means the volume weighted average price of Class A ADS as reported during the 10 trading day period ending on the trading day prior to the first date on which the Class A ADS as reported during the applicable exchange or in the applicable market, regular way, without the right to receive such rights.

In addition, if the Company, at any time while the Class C Shares are outstanding and unexpired, pays a dividend or make a distribution in cash, securities or other assets to the holders of Class A ADSs on account of such

Class A ADSs (or other securities of Polestar capital stock into which the Class C Shares are convertible), other than (a) as described above and (b) certain ordinary cash dividends then the Class C Share exercise price will be decreased, effective immediately after the effective date of such event, by the amount of cash and/or the fair market value of any securities or other assets paid on each Class A ADS in respect of such event.

If the number of outstanding Class A ADSs is decreased by a consolidation, combination, reverse stock split or reclassification of Class A ADSs or other similar event, then, on the effective date of such consolidation, combination, reverse stock split, reclassification or similar event, the number of Class A ADSs issuable on exercise of each Class C Share will be decreased in proportion to such decrease in outstanding Class A ADSs.

Whenever the number of Class A ADSs purchasable upon the exercise of the Class C Shares is adjusted, as described above, the Class C Share exercise price will be adjusted by multiplying the Class C Share exercise price immediately prior to such adjustment by a fraction (x) the numerator of which will be the number of Class A ADSs purchasable upon the exercise of the Class C Shares immediately prior to such adjustment, and (y) the denominator of which will be the number of Class A ADSs so purchasable immediately thereafter.

In case of any reclassification or reorganization of the Class A ADSs (other than those described above or that solely affects the par value of Class A ADSs), or in the case of any merger or consolidation of the Company with or into another corporation (other than a consolidation or merger in which Polestar is the continuing corporation and that does not result in any reclassification or reorganization of Class A ADSs), or in the case of any sale or conveyance to another corporation or entity of the assets or other property of the Company as an entirety or substantially as an entirety in connection with which the Company is dissolved, the holders of the Class C Shares will thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in the Class C Shares and in lieu of Class A ADSs immediately theretofore purchasable and receivable upon the exercise of the rights represented thereby, the kind and amount of shares of stock or other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation, or upon a dissolution following any such sale or transfer, that the holder of the Class C Shares would have received if such holder had exercised their Class C Shares immediately prior to such event. If less than 70% of the consideration receivable by the holders of Class A ADSs in such a transaction is payable in the form of Class A ADSs in the successor entity that is listed for trading on a national securities exchange or is quoted in an established over-the-counter market, or is to be so listed for trading or quoted immediately following such event, and if the registered holder of the Class C Shares properly exercises the Class C Shares within 30 days following public disclosure of such transaction, the Class C Share exercise price will be reduced as specified in the Class C Warrant Amendment and the Polestar Articles based on the Black-Scholes value (as defined in the Class C Amendment) of the Class C Share.

The Class C Shares will be issued in registered form under the Class C Warrant Amendment and the Polestar Articles. The Class C Warrant Amendment and the Polestar Articles provide that the terms of the Class C Shares may be amended without the consent of any holder for the purpose of (i) curing any ambiguity or correct any mistake, including to conform the provisions of the Class C Warrant Amendment and the Polestar Articles to the description of the terms of the Class C Shares and the Class C Warrant Amendment and Polestar Articles to the description of the terms of the Class C Shares and the Class C Warrant Amendment and Polestar Articles set forth in the registration statement on Form F-4 filed by the Company in connection with the Business Combination, or defective provision, (ii) amending the provisions relating to cash dividends on Class A ADSs as contemplated by and in accordance with the Class C Warrant Amendment and Polestar Articles or (iii) adding or changing any provisions with respect to matters or questions arising under the Class C Warrant Amendment and Polestar Articles as the parties to the Class C Warrant Amendment may deem necessary or desirable and that the parties deem to not adversely affect the rights of the registered holders of the Class C Shares; provided that the approval by the holders of at least 50% of the then-outstanding Class C-1 Shares. You should review a copy of the Class C Warrant Amendment and Polestar Articles, which have been filed as exhibits to the registration statement of which this prospectus forms a part, for a complete description of the terms and conditions applicable to the Class C Shares.

The Class C Shares may be exercised upon surrender of the Class C Share certificate on or prior to the expiration date at the offices of the conversion agent, with the exercise form on the reverse side of the Class C Share certificate completed and executed as indicated, accompanied by full payment of the exercise price (or on a cashless basis, if applicable), by certified or official bank check payable to Polestar, for the number of Class C Shares being exercised. The holders of Class C Shares do not have the rights or privileges of holders of Class A ADSs and any

voting rights until they exercise their Class C Shares and receive Class A ADSs. After the issuance of Class A ADSs upon exercise of the Class C Shares, each holder will be entitled to one vote for each Class A ADS held of record on all matters to be voted on by shareholders. Also see "Description Of American Depositary Shares-Conversion of Class C ADSs."

No fractional Class A ADSs will be issued upon exercise of the Class C Shares. If, upon exercise of the Class C Shares, a holder would be entitled to receive a fractional interest in a Class A ADS, the Company will, upon exercise, round down to the nearest whole number of Class A ADSs to be issued to the holders of Class C Shares.

The Company has agreed that, subject to applicable law, any action, proceeding or claim against the Company arising out of or relating in any way to the Class C Warrant Amendment, including under the Securities Act, will be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and the Company irrevocably submits to such jurisdiction, which jurisdiction will be the exclusive forum for any such action, proceeding or claim. This provision applies to claims under the Securities Act but does not apply to claims under the Exchange Act or any claim for which the federal district courts of the United States of America are the sole and exclusive forum. With respect to any complaint asserting a cause of action arising under the Securities Act or the rules and regulations provision and that investors cannot waive compliance with the federal securities laws and the rules and regulations thereunder. Section 22 of the Securities Act creates concurrent jurisdiction for state and federal courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder.

Subject to certain exceptions, the Class C-2 Shares will not be redeemable by the Company so long as they are held by the GGI Sponsor or its permitted transferees. Otherwise, the Class C-2 Shares have terms and provisions that are identical to those of the other Class C Shares, including as to exercise price, exercisability and exercise period. If the Class C-2 Shares are held by holders other than the GGI Sponsor or its permitted transferees, the Class C-2 Shares will be redeemable by the Company and exercisable by the holders on the same basis as the other Class C Shares.

If holders of the Class C-2 Shares elect to exercise them on a cashless basis, they would pay the exercise price by surrendering their Class C Shares for that number of Class A ADSs equal to the quotient obtained by dividing (x) the product of the number of Class A ADSs underlying the Class C Shares, multiplied by the difference between the exercise price of the Class C Shares and the "fair market value" (defined below) by (y) the fair market value. The "fair market value" shall mean the average reported last sale price of the Class A ADSs for the 10 trading days ending on the third trading day prior to the date on which the notice of Class C Share exercise is sent to the conversion agent.

The Class A ADSs and Class C-1 ADSs are listed on Nasdaq under the symbols "PSNY" and "PSNYW," respectively.

DESCRIPTION OF AMERICAN DEPOSITARY SHARES

ADSs

Citibank, N.A. is the depositary for the Company's American Depositary Shares. Citibank's depositary offices are located at 388 Greenwich Street, New York, New York 10013. American Depositary Shares are frequently referred to as "ADSs" and represent ownership interests in securities that are on deposit with the depositary. ADSs may be represented by certificates that are commonly known as "American Depositary Receipts" or "ADRs." The depositary typically appoints a custodian to safekeep the securities on deposit. In this case, the custodian is Citibank, N.A. (London).

The Company appointed Citibank as depositary pursuant to three separate deposit agreements, one for the Class A ADSs representing the Class A Shares, one for the Class C-1 ADSs representing C-1 Shares and one for the

Class C-2 ADSs representing the Class C-2 Shares (as applicable). The Company may refer to the Class A Shares, the Class C-1 Shares and the Class C-2 Shares as the "Shares" and any such reference is to the applicable Shares of the Class corresponding to the applicable ADSs. A draft copy of each of the deposit agreements for the Class C-1 ADSs and the Class C-2 ADSs is on file with the SEC under cover of Registration Statements on Form F-6. A copy of the deposit agreement for the Class A ADSs is on file with the SEC under cover of Registration Statement on Form F-6. You may obtain a copy of the deposit agreements from the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549 and from the SEC's website (www.sec.gov). Please refer to Registration Number 333-267086 (for the Class A ADSs), 333-263480 (for the Class C-1 ADSs), and 333-263481 (for the Class C-2 ADSs), respectively, when retrieving such copy.

The Company is providing you with a summary description of the material terms of the ADSs and of your material rights as an owner of ADSs. Please remember that summaries by their nature lack the precision of the information summarized and that the rights and obligations of an owner of ADSs will be determined by reference to the terms of the applicable deposit agreement and not by this summary. Any reference herein to "deposit agreement" is to the deposit agreement for the applicable ADSs, that is: the Class A Share deposit agreement governs the Class A ADSs representing the Class A Shares, the Class C-1 Share deposit agreement governs the Class C-1 ADSs representing the Class C-2 Shares and the Class C-2 Share deposit agreement governs the Class G Polestar have no rights or obligations under the deposit agreement for any other class of shares of Polestar. The Company urges you to review the applicable deposit agreements in their entirety. *The portions of this summary description that are italicized describe matters that may be relevant to the ownership of ADSs but that may not be contained in the deposit agreements.*

Each ADS represents the right to receive, and to exercise the beneficial ownership interests in, one Class A Share (in the case of a Class A ADS), or one Class C-1 Share (in the case of a Class C-1 ADS), or one Class C-2 Share (in the case of a Class C-2 ADS), on deposit with the depositary and/or custodian. An ADS also represents the right to receive, and to exercise the beneficial interests in, any other property received by the depositary or the custodian on behalf of the owner of the ADS but that has not been distributed to the owners of ADSs because of legal restrictions or practical considerations. The Company and the depositary may agree to change the ADS-to-Share ratio by amending the applicable deposit agreement. This amendment may give rise to, or change, the depositary fees payable by ADS owners. The custodian, the depositary and their respective nominees will hold all deposited property for the benefit of the holders and beneficial owners of the applicable ADSs. The deposited property does not constitute the proprietary assets of the depositary, the custodian or their nominees. Beneficial ownership in the deposited property will under the terms of the deposit agreement be vested in the beneficial owners of the applicable ADSs. The depositary, the custodian and their respective nominees will be the record holders of the deposited property represented by the ADSs for the benefit of the holders and beneficial owners of the corresponding ADSs. A beneficial owner of ADSs may or may not be the holder of ADSs. Beneficial owners of ADSs will be able to receive, and to exercise beneficial ownership interests in, the applicable deposited property only through the registered holders of the ADSs, the registered holders of the ADSs (on behalf of the applicable ADS owners) only through the depositary, and the depositary (on behalf of the owners of the corresponding ADSs) directly, or indirectly, through the custodian or their respective nominees, in each case upon the terms of the deposit agreement.

If you become an owner of ADSs, you will become a party to the applicable deposit agreement and therefore will be bound to its terms and to the terms of any ADR that represents your ADSs. The deposit agreement for your ADSs, and the ADR evidencing your ADSs specify the Company's rights and obligations as well as your rights and obligations as an owner of ADSs and those of the depositary. As an ADS holder you appoint the depositary to act on your behalf in certain circumstances. The deposit agreement and the ADRs are governed by New York law. However, the Company's obligations to the holders of the Class A Shares or Class C Shares will continue to be governed by the laws of England and Wales, which may be different from the laws in the United States.

In addition, applicable laws and regulations may require you to satisfy reporting requirements and obtain regulatory approvals in certain circumstances. You are solely responsible for complying with such reporting requirements and obtaining such approvals. Neither the depositary, the custodian, the Company or any of its or its

respective agents or affiliates shall be required to take any actions whatsoever on your behalf to satisfy such reporting requirements or obtain such regulatory approvals under applicable laws and regulations.

As an owner of ADSs, the Company will not treat you as one of its shareholders and you will not have direct shareholder rights. The depositary will hold on your behalf the shareholder rights attached to the Class A Shares or Class C Shares underlying your ADSs. As an owner of ADSs you will be able to exercise the shareholders rights for the Class A Shares or Class C Shares represented by your ADSs through the depositary only to the extent contemplated in the deposit agreement. To exercise any shareholder rights not contemplated in the deposit agreement you will, as an ADS owner, need to arrange for the cancellation of your ADSs and become a direct shareholder.

The manner in which you own the ADSs (e.g., in a brokerage account vs. as registered holder, or as holder of certificated vs. uncertificated ADSs) may affect your rights and obligations, and the manner in which, and extent to which, the depositary's services are made available to you. As an owner of ADSs, you may hold your ADSs either by means of an ADR registered in your name, through a brokerage or safekeeping account, or through an account established by the depositary in your name reflecting the registration of uncertificated ADSs directly on the books of the depositary (commonly referred to as the "direct registration system" or "DRS"). The direct registration system reflects the uncertificated (book-entry) registration of ownership of ADSs by the depositary. Under the direct registration system, ownership of ADSs is evidenced by periodic statements issued by the depositary to the holders of the ADSs. The direct registration system includes automated transfers between the depositary and DTC, the central book-entry clearing and settlement system for equity securities in the United States. If you decide to hold your ADSs through your brokerage or safekeeping account, you must rely on the procedures of your broker or bank to assert your rights as ADS owner. Banks and brokers typically hold securities such as the ADSs through clearing and settlement systems such as DTC. The procedures of such clearing and settlement systems may limit your ability to exercise your rights as an owner of ADSs. Please consult with your broker or bank if you have any questions concerning these limitations and procedures. All ADSs held through DTC will be registered in the name of a nominee of DTC, which nominee will be the only "holder" of such ADSs for purposes of the deposit agreement and any applicable ADR. This summary description assumes you have opted to own the ADSs directly by means of an ADS registered in your name and, as such, this section will refer to you as the "holder." The references to "you" assume the reader owns ADSs and will own ADSs at the relevant time.

The registration of the Class A Shares and the Class C Shares in the name of the depositary or the custodian shall, to the maximum extent permitted by applicable law, vest in the depositary or the custodian the record ownership in the applicable Class A Shares and the Class C Shares with the beneficial ownership rights and interests in such Class A Shares and the Class C Shares being at all times vested with the beneficial owners of the ADSs representing the applicable Class A Shares and the Class C Shares. The depositary or the custodian shall at all times be entitled to exercise the beneficial ownership rights in all corresponding deposited property, in each case only on behalf of the holders and beneficial owners of the ADSs representing the deposited property.

The Class A Shares or Class C Shares, the transfer of which is restricted due to contractual or regulatory limitations and commonly referred to as "Restricted Shares," are eligible for deposit under the deposit agreements only in limited circumstances described under the section entitled "-Restricted ADSs," below.

Dividends and Distributions

As a holder of ADSs, you generally have the right to receive the distributions the Company makes on the corresponding securities deposited with the custodian. Your receipt of these distributions may be limited, however, by practical considerations and legal limitations. Holders of ADSs will receive such distributions under the terms of the deposit agreement in proportion to the number of ADSs held as of the specified record date, after deduction of the applicable fees, taxes and expenses.

Distributions of Cash

Whenever the Company makes a cash distribution for the securities on deposit with the custodian, the Company will deposit the funds with the custodian. Upon receipt of confirmation of the deposit of the requisite funds, the depositary will arrange for the funds received in a currency other than U.S. dollars to be converted into

U.S. dollars and for the distribution of the U.S. dollars to the holders of the applicable ADSs, subject to the laws and regulations of England and Wales.

The conversion into U.S. dollars will take place only if practicable and if the U.S. dollars are transferable to the United States. The depositary will apply the same method for distributing the proceeds of the sale of any property (such as undistributed rights) held by the custodian in respect of securities on deposit.

The distribution of cash will be made net of the fees, expenses, taxes and governmental charges payable by holders under the terms of the deposit agreement. The depositary will hold any cash amounts it is unable to distribute in a non-interest bearing account for the benefit of the applicable holders and beneficial owners of ADSs until the distribution can be effected or the funds that the depositary holds must be escheated as unclaimed property in accordance with the laws of the relevant states of the United States.

Whenever the Company makes a free distribution of Class A Shares or Class C Shares for the securities on deposit with the custodian, the Company will deposit the applicable number of Class A Shares or Class C Shares with the custodian. Upon receipt of confirmation of such deposit, the depositary will either distribute to the applicable holders new ADSs representing the Class A Shares or Class C Shares deposited or modify the ADS-to-Share ratio, in which case each ADS you hold will represent rights and interests in the additional Shares so deposited. Only whole new ADSs will be distributed. Fractional entitlements will be sold and the proceeds of such sale will be distributed as in the case of a cash distribution.

The distribution of new ADSs or the modification of the ADS-to-Share ratio upon a distribution of Shares will be made net of the fees, expenses, taxes and governmental charges payable by holders under the terms of the deposit agreement. In order to pay such taxes or governmental charges, the depositary may sell all or a portion of the new Class A Shares or Class C Shares so distributed.

No such distribution of new ADSs will be made if it would violate a law (*e.g.*, the U.S. securities laws) or if it is not operationally practicable. If the depositary does not distribute new ADSs as described above, it may sell the Class A Shares or Class C Shares received upon the terms described in the deposit agreement and will distribute the proceeds of the sale as in the case of a distribution of cash.

Distributions of Rights

Whenever the Company intends to distribute rights to subscribe for additional Class A Shares or Class C Shares, the Company will give prior notice to the depositary and will assist the depositary in determining whether it is lawful and reasonably practicable to distribute rights to subscribe for additional ADSs to the applicable holders.

The depositary will establish procedures to distribute rights to subscribe for additional ADSs to the applicable holders and to enable such holders to exercise such rights if it is lawful and reasonably practicable to make the rights available to the applicable holders of ADSs, and if the Company provides all of the documentation contemplated in the deposit agreement (such as opinions to address the lawfulness of the transaction). You may have to pay fees, expenses, taxes and other governmental charges to subscribe for the new ADSs upon the exercise of your rights. The depositary is not obligated to establish procedures to facilitate the distribution and exercise by holders of rights to subscribe for new Class A Shares or Class C Shares other than in the form of ADSs.

The depositary will not distribute the rights to you if:

•the Company does not timely request that the rights be distributed to you or the Company requests that the rights not be distributed to you;

•the Company fails to deliver satisfactory documents to the depositary; or

·it is not reasonably practicable to distribute the rights.

The depositary will sell the rights that are not exercised or not distributed if such sale is lawful and reasonably practicable. The proceeds of such sale will be distributed to the applicable holders as in the case of a cash distribution. If the depositary is unable to sell the rights, it will allow the rights to lapse.

Elective Distributions

Whenever the Company intends to distribute a dividend payable at the election of shareholders either in cash or in additional Class A Shares or Class C Shares, the Company will give prior notice thereof to the depositary and will indicate whether the Company wishes the elective distribution to be made available to you. In such case, the Company will assist the depositary in determining whether such distribution is lawful and reasonably practicable.

The depositary will make the election available to you only if it is reasonably practicable and if the Company has provided all of the documentation contemplated in the deposit agreement. In such case, the depositary will establish procedures to enable you to elect to receive either cash or additional ADSs, in each case as described in the deposit agreement.

If the election is not made available to you, you will receive either cash or additional ADSs, depending on what a shareholder in England and Wales would receive upon failing to make an election, as more fully described in the deposit agreement.

Other Distributions

Whenever the Company intends to distribute property other than cash, Class A Shares or Class C Shares or rights to subscribe for additional Class A Shares or Class C Shares, the Company will notify the depositary in advance and will indicate whether it wishes such distribution to be made to you. If so, the Company will assist the depositary in determining whether such distribution to holders is lawful and reasonably practicable.

If it is reasonably practicable to distribute such property to you and if the Company provides to the depositary all of the documentation contemplated in the deposit agreement, the depositary will distribute the property to the applicable holders in a manner it deems practicable.

The distribution will be made net of fees, expenses, taxes and governmental charges payable by holders under the terms of the applicable deposit agreement. In order to pay such taxes and governmental charges, the depositary may sell all or a portion of the property received.

The depositary will not distribute the property to you and will sell the property if:

•the Company does not request that the property be distributed to you or if the Company requests that the property not be distributed to vou:

•the Company does not deliver satisfactory documents to the depositary; or

•the depositary determines that all or a portion of the distribution to you is not reasonably practicable.

The proceeds of such a sale will be distributed to holders as in the case of a cash distribution.

Redemption and, with respect to Class C Shares, Mandatory Conversion

Whenever the Company decides to exercise its right of redemption and/or, with respect to the Class C Shares, mandatory conversion, of any of the securities on deposit with the custodian, the Company will notify the depositary in advance. If it is practicable and if the Company provides all of the documentation contemplated in the deposit agreement, the depositary will provide notice of the redemption and/or, with respect to the Class C Shares, mandatory conversion to the applicable holders.

The custodian will be instructed to surrender the deposited securities being redeemed and/or, with respect to the Class C Shares, mandatorily converted against payment of the applicable redemption and/or, with respect to the Class C Shares, mandatory conversion price. The depositary will convert into U.S. dollars upon the terms of the deposit agreement the redemption funds received in a currency other than U.S. dollars and will establish procedures to enable holders to receive the net proceeds from the redemption and/or, with respect to the Class C Shares, mandatory conversion upon surrender of their ADSs to the depositary. You may have to pay fees, expenses, taxes and other governmental charges upon the redemption and/or, with respect to the Class C Shares, mandatory conversion of your ADSs. If less than all ADSs are being redeemed and/or, with respect to the Class C Shares, mandatorily converted, the ADSs to be retired will be selected by lot or on a *pro rata* basis, as the depositary may determine.

Changes affecting Class A Shares or Class C Shares

The Class A Shares or Class C Shares held on deposit for your ADSs may change from time to time. For example, there may be a change in nominal or par value, split-up, cancellation, consolidation or any other reclassification of such Class A Shares or Class C Shares or a recapitalization, reorganization, merger, consolidation or sale of assets of the Company.

If any such change were to occur, your ADSs would, to the extent permitted by law and the deposit agreement, represent the right to receive the property received or exchanged in respect of the Class A Shares or Class C Shares held on deposit. The depositary may in such circumstances deliver new ADSs to you, amend the applicable deposit agreement, the applicable ADRs and the applicable Registration Statement(s) on Form F-6, call for the exchange of your existing ADSs for new ADSs and take any other actions that are appropriate to reflect as to the ADSs the change affecting the Class A Shares or Class C Shares. If the depositary may not lawfully distribute such property to you, the depositary may sell such property and distribute the net proceeds to you as in the case of a cash distribution.

Issuance of ADSs upon Deposit of Class A Shares or Class C Shares

Upon completion of the Business Combination, the Class A Shares or Class C Shares being offered in connection with the Business Combination were deposited by the Company with the custodian. Upon receipt of confirmation of such deposit, the depositary issued ADSs representing the deposited Class A Shares or Class C Shares to the order of Computershare Inc., a Delaware corporation and Computershare Trust Company, N.A., a federally chartered trust company, in their capacities as transfer agent and exchange agent for the Business Combination for the distribution to the holders of GGI Common Stock and GGI Warrants entitled thereto.

The depositary may create ADSs on your behalf if you or your broker deposit Class A Shares or Class C Shares with the custodian. The depositary will deliver the corresponding ADSs to the person you indicate only after you pay any applicable issuance fees and any charges and taxes payable for the transfer of the Class A Shares or Class C Shares to the custodian. Your ability to deposit Class A Shares or Class C Shares and receive ADSs may be limited by U.S. and English legal considerations applicable at the time of deposit.

The issuance of ADSs may be delayed until the depositary or the custodian receives confirmation that all required approvals have been given and that the Shares have been duly transferred to the custodian. The depositary will only issue ADSs in whole numbers.

When you make a deposit of Class A Shares or Class C Shares, you will be responsible for transferring good and valid title to the depositary. As such, you will be deemed to represent and warrant that:

- •The Class A Shares or Class C Shares are duly authorized, validly issued, fully paid, non-assessable and legally obtained.
- •All preemptive (and similar) rights, if any, with respect to such Class A Shares or Class C Shares have been validly waived or exercised.

·You are duly authorized to deposit the Class A Shares or Class C Shares.

•The Class A Shares or Class C Shares presented for deposit are free and clear of any lien, encumbrance, security interest, charge, mortgage or adverse claim, and are not, and the ADSs issuable upon such deposit will not be, "restricted securities" (except as contemplated below and in the applicable deposit agreement).

•The Class A Shares or Class C Shares presented for deposit have not been stripped of any rights or entitlements.

If any of the representations or warranties are incorrect in any way, the Company and the depositary may, at your cost and expense, take any and all actions necessary to correct the consequences of the misrepresentations.

Transfer, Combination and Split Up of ADRs

As an ADR holder, you will be entitled to transfer, combine or split up your ADRs and the ADSs evidenced thereby. For transfers of ADRs, you will have to surrender the ADRs to be transferred to the depositary and also must:

•ensure that the surrendered ADR is properly endorsed or otherwise in proper form for transfer;

•provide such proof of identity and genuineness of signatures as the depositary deems appropriate;

•provide any transfer stamps required by the State of New York or the United States; and

•pay all applicable fees, charges, expenses, taxes and other government charges payable by ADR holders pursuant to the terms of the deposit agreement, upon the transfer of ADRs.

To have your ADRs either combined or split up, you must surrender the ADRs in question to the depositary with your request to have them combined or split up, and you must pay all applicable fees, charges and expenses payable by ADR holders, pursuant to the terms of the deposit agreement, upon a combination or split up of ADRs.

Withdrawal of Class A Shares or Class C Shares Upon Cancellation of ADSs

As a holder, you will be entitled to present your ADSs to the depositary for cancellation and then receive the corresponding number of underlying Class A Shares or Class C Shares at the custodian's offices. Your ability to withdraw the Class A Shares or Class C Shares held in respect of the ADSs may be limited by U.S. and English legal considerations applicable at the time of withdrawal. In order to withdraw the Class A Shares or Class C Shares represented by your ADSs, you will be required to pay to the depositary the fees for cancellation of ADSs and any charges and taxes payable upon the transfer of the Class A Shares or Class C Shares. You assume the risk for delivery of all funds and securities upon withdrawal. Once canceled, the ADSs will not have any rights under the deposit agreement.

If you hold ADSs registered in your name, the depositary may ask you to provide proof of identity and genuineness of any signature and such other documents as the depositary may deem appropriate before it will cancel your ADSs. The withdrawal of the Class A Shares or Class C Shares represented by your ADSs may be delayed until the depositary receives satisfactory evidence of compliance with all applicable laws and regulations. Please keep in mind that the depositary will only accept ADSs for cancellation that represent a whole number of securities on deposit.

You will have the right to withdraw the securities represented by your ADSs at any time except for:

•Temporary delays that may arise because (i) the transfer books for the Class A Shares or Class C Shares or ADSs are closed, or (ii) the Class A Shares or Class C Shares are immobilized on account of a shareholders' meeting or a payment of dividends.

•Obligations to pay fees, taxes and similar charges.

•Restrictions imposed because of laws or regulations applicable to ADSs or the withdrawal of securities on deposit.

The deposit agreement may not be modified to impair your right to withdraw the securities represented by your ADSs except to comply with mandatory provisions of law.

Voting Rights

As a holder, you generally have the right under the deposit agreement to instruct the depositary to exercise the voting rights for the Class A Shares or Class C Shares represented by your ADSs. The voting rights of holders of Class A Shares or Class C Shares are described in "Description of Share Capital and Articles of Association-Description of Company Share Capital and Polestar Articles-Company Securities-Voting Rights."

At the Company's request, the depositary will distribute to you any notice of shareholders' meeting

received from the Company together with information explaining how to instruct the depositary to exercise the voting rights of the securities represented by ADSs. In lieu of distributing such materials, the depositary may distribute to holders of ADSs instructions on how to retrieve such materials upon request.

If the depositary timely receives voting instructions from a holder of ADSs as of a specified record date, it will endeavor to vote the securities (in person or by proxy) represented by the holder's ADSs in accordance with the voting instructions received from the holders of ADSs.

Deposited securities represented by ADSs for which no timely voting instructions are received by the depositary from the holder shall not be voted (except as otherwise contemplated in the deposit agreement). If the depositary timely receives voting instructions from a holder which fail to specify the manner in which the depositary is to vote the deposited securities represented by such holder's ADSs, the depositary will deem such holder (unless otherwise specified in the notice distributed to holders) to have instructed the depositary to vote in favor of the items set forth in such voting instructions.

Please note that the ability of the depositary to carry out voting instructions may be limited by practical and legal limitations and the terms of the securities on deposit. The Company cannot assure you that you will receive voting materials in time to enable you to return voting instructions to the depositary in a timely manner.

Amendments and Termination

The Company may agree with the depositary to modify the deposit agreement at any time without your consent. The Company undertake to give holders of the applicable ADSs 30 days' prior notice of any modifications that would materially prejudice any of their substantial rights under the deposit agreement. The Company will not consider to be materially prejudicial to your substantial rights any modifications or supplements that are reasonably necessary for the ADSs to be registered under the Securities Act or to be eligible for book-entry settlement, in each case without imposing or increasing the fees and charges you are required to pay. In addition, the Company may not be able to provide you with prior notice of any modifications or supplements that are required to accommodate compliance with applicable provisions of law.

You will be bound by the modifications to the deposit agreement for your ADSs if you continue to hold your ADSs after the modifications to the deposit agreement become effective. The deposit agreement cannot be amended to prevent you from withdrawing the Class A Shares or Class C Shares represented by your ADSs (except as permitted by law).

The Company has the right to direct the depositary to terminate the deposit agreement. Similarly, the depositary may in certain circumstances on its own initiative terminate the deposit agreement. In either case, the depositary must give notice to the holders of ADSs issued under that deposit agreement at least 30 days before termination. Until termination, your rights under the deposit agreement will be unaffected.

After termination, the depositary will continue to collect distributions received (but will not distribute any such property until you request the cancellation of your ADSs) and may sell the securities held on deposit under the terminated deposit agreement. After the sale, the depositary will hold the proceeds from such sale and any other funds then held for the applicable holders of ADSs in a non-interest bearing account. At that point, the depositary will have no further obligations to holders other than to account for the funds then held for the applicable holders of ADSs still outstanding (after deduction of applicable fees, taxes and expenses).

In connection with any termination of the deposit agreement, the depositary may make available to owners of ADSs a means to withdraw the Class A Shares or Class C Shares represented by ADSs and to direct the depositary of such Class A Shares or Class C Shares into an unsponsored American depositary share program established by the depositary. The ability to receive unsponsored American depositary shares upon termination of the deposit agreement would be subject to satisfaction of certain U.S. regulatory requirements applicable to the creation of unsponsored American depositary fees.

Books of Depositary

The depositary will maintain ADS holder records at its depositary office. You may inspect such records at such office during regular business hours but solely for the purpose of communicating with other holders in the interest of business matters relating to the ADSs and the deposit agreement.

The depositary will maintain in New York facilities to record and process the issuance, cancellation, combination, split-up and transfer of ADSs. These facilities may be closed from time to time, to the extent not prohibited by law.

Transmission of Notices, Reports and Proxy Soliciting Material

The depositary will make available for your inspection at its office all communications that it receives from the Company as a holder of deposited securities that the Company make generally available to holders of deposited securities. Subject to the terms of the deposit agreement, the depositary will send you copies of those communications or otherwise make those communications available to you if the Company asks it to do so.

Limitations on Obligations and Liabilities

The deposit agreement limits the Company's obligations and the depositary's obligations to you. Please note the following:

•The Company and the depositary are obligated only to take the actions specifically stated in the deposit agreement without negligence or bad faith.

- •The depositary disclaims any liability for any failure to carry out voting instructions, for any manner in which a vote is cast or for the effect of any vote, provided it acts in good faith and in accordance with the terms of the deposit agreement.
- •The depositary disclaims any liability for any failure to accurately determine the lawfulness or practicality of any action, for the content of any document forwarded to you on the Company's behalf or for the accuracy of any translation of such a document, for the investment risks associated with investing in Class A Shares or Class C Shares, for the validity or worth of the Class A Shares or Class C Shares, for any tax consequences that result from the ownership of ADSs or other deposited property, for the credit-worthiness of any third party, for allowing any rights to lapse under the terms of the deposit agreement, for the timeliness of any of the Company's notices or for the Company's failure to give notice or for any act or omission of or information provided by DTC or any DTC participant.
- •The depositary shall not be liable for acts or omissions of any successor depositary in connection with any matter arising wholly after the resignation or removal of the depositary.

- The Company and the depositary will not be obligated to perform any act that is inconsistent with the terms of the deposit agreement.
- •The Company and the depositary disclaim any liability if the Company or the depositary are prevented or forbidden from or subject to any civil or criminal penalty or restraint on account of, or delayed in, doing or performing any act or thing required by the terms of the deposit agreement, by reason of any provision, present or future of any law or regulation, including regulations of any stock exchange or by reason of present or future provision of any provision of the Company's articles of association, or any provision of or governing the securities on deposit, or by reason of any act of God or war or other circumstances beyond the Company's control.
- •The Company and the depositary disclaim any liability by reason of any exercise of, or failure to exercise, any discretion provided for in the deposit agreement or in the Company's articles of association or in any provisions of or governing the securities on deposit.
- •The Company and the depositary further disclaim any liability for any action or inaction in reliance on the advice or information received from legal counsel, accountants, any person presenting securities for deposit, any holder of ADSs or authorized representatives thereof, or any other person believed by either of the Company in good faith to be competent to give such advice or information.
- •The Company and the depositary also disclaim liability for the inability by a holder or beneficial holder to benefit from any distribution, offering, right or other benefit that is made available to holders of Class A Shares or Class C Shares but is not, under the terms of the deposit agreement, made available to you.
- •The Company and the depositary may rely without any liability upon any written notice, request or other document believed to be genuine and to have been signed or presented by the proper parties.
- •The Company and the depositary also disclaim liability for any consequential or punitive damages for any breach of the terms of the deposit agreement.
- •The Company and the depositary disclaim liability arising out of losses, liabilities, taxes, charges or expenses resulting from the manner in which a holder or beneficial owner of ADSs holds ADSs, including resulting from holding ADSs through a brokerage account.
- •No disclaimer of any Securities Act liability is intended by any provision of the deposit agreement.
- •Nothing in the deposit agreement gives rise to a partnership or joint venture, or establishes a fiduciary relationship, among the Company, the depositary and you as ADS holder.
- Nothing in the deposit agreement precludes Citibank (or its affiliates) from engaging in transactions in which
 parties adverse to the Company or the ADS owners have interests, and nothing in the deposit agreement
 obligates Citibank to disclose those transactions, or any information obtained in the course of those
 transactions, to the Company or to the ADS owners, or to account for any payment received as part of those
 transactions.

Taxes

You will be responsible for the taxes and other governmental charges payable on the ADSs and the securities represented by the ADSs. The Company, the depositary and the custodian may deduct from any distribution the taxes and governmental charges payable by holders and may sell any and all property on deposit to pay the taxes and governmental charges payable by holders. You will be liable for any deficiency if the sale proceeds do not cover the taxes that are due.

The depositary may refuse to issue ADSs, to deliver, transfer, split and combine ADRs or to release securities on deposit until all taxes and charges are paid by the applicable holder. The depositary and the custodian

may take reasonable administrative actions to obtain tax refunds and reduced tax withholding for any distributions on your behalf. However, you may be required to provide to the depositary and to the custodian proof of taxpayer status and residence and such other information as the depositary and the custodian may require to fulfill legal obligations. You are required to indemnify the Company, the depositary and the custodian for any claims with respect to taxes based on any tax benefit obtained for you.

Foreign Currency Conversion

The depositary will arrange for the conversion of all foreign currency received into U.S. dollars if such conversion is practical, and it will distribute the U.S. dollars in accordance with the terms of the deposit agreement. You may have to pay fees and expenses incurred in converting foreign currency, such as fees and expenses incurred in complying with currency exchange controls and other governmental requirements.

If the conversion of foreign currency is not practical or lawful, or if any required approvals are denied or not obtainable at a reasonable cost or within a reasonable period, the depositary may take the following actions in its discretion:

•Convert the foreign currency to the extent practical and lawful and distribute the U.S. dollars to the applicable holders for whom the conversion and distribution is lawful and practical.

•Distribute the foreign currency to the applicable holders for whom the distribution is lawful and practical.

•Hold the foreign currency (without liability for interest) for the applicable holders.

Governing Law/Waiver of Jury Trial

The deposit agreement, the ADRs and the ADSs will be interpreted in accordance with the laws of the State of New York. The rights of holders of Class A Shares or Class C Shares (including Class A Shares or Class C Shares represented by ADSs) are governed by the laws of England and Wales.

As an owner of ADSs, you irrevocably agree that any legal action arising out of the Deposit Agreement, the ADSs or the ADRs, involving the Company or the depositary, may only be instituted in a state or federal court in the city of New York.

AS A PARTY TO THE DEPOSIT AGREEMENT, YOU IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF THE DEPOSIT AGREEMENT OR THE ADRS AGAINST THE COMPANY AND/ OR THE DEPOSITARY.

The deposit agreement provides that, to the extent permitted by law, ADS holders waive the right to a jury trial of any claim they may have against the Company or the depositary arising out of or relating to the Class A Shares or Class C Shares, the ADSs or the deposit agreement, including any claim under U.S. federal securities laws. If the Company or the depositary opposed a jury trial demand based on the waiver, the court would determine whether the waiver was enforceable in the facts and circumstances of that case in accordance with applicable case law. However, you will not be deemed, by agreeing to the terms of the deposit agreement, to have waived the Company's or the depositary's compliance with U.S. federal securities laws and the rules and regulations promulgated thereunder.

Restricted ADSs

In order to enable the deposit of Class A Shares or Class C Shares, the transfer of which is restricted due to contractual or regulatory limitations, commonly referred to as "Restricted Shares," the Company and the depositary have agreed, by means of letter agreements, to create restricted series of American depositary shares referred to as "Restricted ADSs" or "RADSs," in accordance with the terms of the deposit agreements. The RADS letter agreements supplement the deposit agreements. Forms of the RADS letter agreements are on file with the SEC

under cover of the applicable Registration Statements on Form F-6. You may obtain a copy of the RADS letter agreements from the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549 and from the depositary.

The Restricted ADSs differ from the freely transferable ADSs in certain respects. These differences include the following:

•Listing: The Restricted ADSs are not listed on any securities exchange or trading system in the United States.

- •<u>CUSIP Number</u>: The CUSIP number for the Restricted ADSs is different from the CUSIP number for the freely transferable ADSs.
- <u>Transfer Restrictions</u>: The Restricted ADSs may, after issuance, be sold or otherwise transferred only on the terms described below.

•Legend: The Restricted ADSs will be subject to a transfer legend substantially in the form of all or some of the following:

"THE RESTRICTED ADSs AND THE RESTRICTED SHARES REPRESENTED THEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY JURISDICTION. THE RESTRICTED ADSs MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED OR DELIVERED EXCEPT (A) TO A PERSON OTHER THAN A U.S. PERSON (WITHIN THE MEANING GIVEN TO SUCH TERM IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S")) IN AN OFFSHORE TRANSACTION MEETING THE REQUIREMENTS OF REGULATION S, (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER, (C) PURSUANT TO ANOTHER EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT, OR (D) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT COVERING THE APPLICABLE SALE, PLEDGE, TRANSFER AND DELIVERY, AND, IN EACH CASE, IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND OTHER JURISDICTIONS. THE COMPANY AND THE DEPOSITARY SHALL BE ENTITLED TO RECEIVE FROM THE HOLDER OF THE RESTRICTED ADSs SEEKING TO SELL, PLEDGE OR OTHERWISE TRANSFER OR DELIVER THE RESTRICTED ADSs EVIDENCE SATISFACTORY TO THE DEPOSITARY AND THE COMPANY THAT THE TRANSFER RESTRICTIONS APPLICABLE TO THE RESTRICTED ADSs HAVE BEEN OR ARE BEING SATISFIED (WHICH MAY INCLUDE AN OPINION OF QUALIFIED COUNSEL).

The ADSs issued upon conversion of convertible RADSs may be issued in the form of RADSs unless the conversion (x) is registered under the Securities Act and the ADSs are held by a person who is not an affiliate of Polestar and (y) is exempt from registration under the Securities Act and the ADSs are held by a person who is not an affiliate of Polestar.

•<u>Segregation of Shares</u>: Restricted Shares deposited with the custodian with respect to Restricted ADSs shall be held separate and distinct from the deposited securities held under the applicable deposit agreement.

- •Lack of Fungibility: The Restricted ADSs are not currently fungible with the freely transferable ADSs issued and outstanding under the applicable deposit agreement. The Restricted ADSs will not be fungible with the freely transferable ADSs outstanding under the applicable deposit agreement as long as the Restricted ADSs and the Restricted Shares represented thereby are "restricted securities" under the Securities Act or are otherwise subject to restrictions on transfer.
- •<u>Withdrawal</u>: The holders of Restricted ADSs will be able to request the withdrawal of the Restricted Shares represented by their Restricted ADSs only upon delivery to the depositary of (i) the applicable RADSs, all documentation contemplated in the applicable deposit agreement and the applicable RADS letter agreement and payment of all applicable fees and expenses of the depositary, and (ii) a certification to the effect, *inter*

alia, that either (x) the holder will be the owner of the Restricted Shares being withdrawn and undertakes not to deposit the Restricted Shares under the applicable deposit agreement and to transfer such Restricted Shares only in a transaction meeting the requirements of the legend set forth above or (y) the holder has sold the Restricted Shares in a transaction meeting the requirements of Regulation S under the Securities Act and will make delivery of the Restricted Shares outside the U.S.

- <u>Book-Entry Settlement</u>: The Restricted ADSs are not expected to be eligible for inclusion in any book-entry settlement system, including, without limitation, the book-entry settlement system maintained by DTC.
- •<u>Conversion of RADSs into ADSs</u>: Once the applicable transfer restrictions expire or if the transaction is covered by an effective resale registration statement, the RADSs may be exchangeable into freely transferable ADSs upon delivery of the RADSs to the depositary for exchange into freely transferable ADSs together with applicable supporting documents, legal opinions and depositary fees and taxes.

Conversion of Class C ADSs

Holders of Class C ADSs representing the Class C Shares may convert the Class C ADSs into Class A ADSs representing the Class A Shares on any New York and UK business day at any time commencing 30 days after the completion of the Business Combination, subject in each case to the terms and conditions of the applicable the Class C Shares (see "Description of Share Capital and Articles of Association-Class C Shares") and the deposit agreement. The Class C Shares will only be accepted for conversion in multiples of one.

Any holder of Class C ADSs wishing to convert the Class C Shares represented by their Class C ADSs into Class A ADSs will need to take the following actions:

- •deliver the applicable Class C ADSs to the depositary, or one of its agents, together with instructions to cancel such Class C ADSs and to deliver the corresponding Class C Shares for conversion into Class A Shares in the form of Class A ADSs and pay to the applicable conversion agent the applicable ADS fees; and
- •deliver to Citibank, N.A., as conversion agent and the depositary, a duly completed ADS / Class C Share conversion form together with the applicable conversion price (in U.S. Dollars) and applicable taxes.

Holders of Class C ADSs who duly convert the Class C Shares represented by their Class C ADSs will receive the Class A Shares represented by Class A ADSs, subject in each case to the terms of the Class C Shares in the Polestar Articles and the applicable deposit agreement.

A holder who converts the Class C Shares represented by their Class C ADSs will become the owner of the Class A Shares only upon receipt by as the applicable conversion agent, of (i) the requisite Class C Shares (upon cancellation of Class C ADSs). (ii) the duly completed conversion form, and (iii) the applicable conversion price and

taxes. The form conversion instructions to be delivered to the applicable conversion agent, may be obtained from the depositary.

If the Company suspends the right to convert the Class C Shares at any time, the Company will give notice thereof to the depositary setting forth the term and reason for such suspension. Upon receipt of such notice, the depositary shall give notice thereof to the holders of Class C ADSs and shall refuse during the period of such suspension to accept instructions to cancel Class C ADSs for the purpose of converting Class C Shares.

Mandatory Conversion of Class C Shares

Whenever the Company decides to exercise its right to convert the Class C Shares in connection with a mandatory conversion, the Company will notify the depositary. If it is reasonably practicable and if the Company provides all of the documentation contemplated in the deposit agreement, the depositary will mail notice of the mandatory conversion to the holders of Class C Shares.

The custodian will be instructed to surrender the Class C Shares that are being mandatorily converted against payment of the applicable mandatory conversion price. The depositary will convert the redemption funds received into U.S. dollars upon the terms of the deposit agreement and will establish procedures to enable holders to receive the net proceeds from the mandatory conversion upon surrender of their Class C ADSs to the depositary. You may have to pay fees, expenses, taxes and other governmental charges upon the mandatory conversion of your Class C Shares. If less than all Class C ADSs are being mandatorily converted, the Class C ADSs to be retired will be selected by lot or on a pro rata basis, as the depositary may determine.

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

SERVICE AGREEMENT MAIN DOCUMENT

Name of Project: Support Services AECQ set-up

Short description of activities under this Service Agreement: The Polestar vehicle, [***], will be produced in the new AECQ plant at Target SOP Point. The Service provider will support the Purchaser in the set-up of the AECQ plant related to mainly Plant and Product Launch, Digital set-up, Manufacturing engineering, Indirect Purchasing (IDP), Logistics and general administration (HR and Finance).

This Service Agreement is between:

Polestar Automotive (Chongqing) Co., Ltd., 91500000MA61BD5F9T, a corporation organized and existing under the laws of People's Republic of China ("Service Provider" or "PSCQ"), and

Asia Europe New Energy Vehicle Manufacturing (Chongqing) Co., Ltd., Reg. No. 91500000MA614ANX4E, a corporation organized and existing under the laws of People's Republic of China ("Purchaser or AECQ").

Each of Service Provider and Purchaser is hereinafter referred to as a "Party" and jointly as the "Parties".

BACKGROUND

- A. The Parties have determined that Service Provider shall provide to Purchaser certain Services (as defined in the General Terms), which are further described in the Service Specification in Appendix 1. The provision of the Services shall be performed in accordance with the terms in this service agreement and its appendices (the "Service Agreement").
- B. Purchaser now wishes to enter into this Service Agreement for the purpose of receiving the Services and Service Provider wishes to provide the Services in accordance with the terms set forth in this Service Agreement.
- C. In light of the foregoing, the Parties have agreed to execute this Service Agreement.

AGREEMENT

1. GENERAL

This Service Agreement consists of this main document (the "**Main Document**") and its appendices. This Main Document sets out the specific terms in respect of the provision of the Services, whereas <u>Appendix 2</u> sets out certain general terms and conditions applicable to the Parties' rights, obligations and performance of the Parties' activities hereunder (the "**General Terms**").

SA TEMPLATE VERSION 201022

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Agreement No.: GEE21-009

All capitalized terms used, but not specifically defined in this Main Document, shall have the meaning ascribed to them in the General Terms.

2. SERVICE SPECIFICATION

The Parties have agreed upon the scope and specification for the Services as specified in the Service Specification in <u>Appendix 1</u>.

3. AFFILIATE

Affiliate shall for the purpose of this Service Agreement have the following meaning:

"Affiliate" means any other legal entity that, directly or indirectly, is controlled by or is under common control with Polestar Automotive (Chongqing) Co., Ltd or Asia Europe New Energy Vehicle Manufacturing (Chongqing) Co., Ltd ; and control means the possession, directly or indirectly, by

interest, or (ii) the power (a) to appoint or remove a majority of the board of directors or other governing body of an entity, or (b) to cause the direction of the management of an entity.

4. SERVICE CHARGES

The Service Charges (as defined in the General Terms) for the Services will be based on the estimated hours for the Services to be performed by the Service Provider as set forth in Appendix 1, the Service Specification. The Parties acknowledge that the estimated Service Charges including the hourly rates set forth in Appendix 3, are based on an estimation of the amount of hours required for the performance of the Services and that this estimation may differ from the final number of hours charged by the Service Provider.

All amounts referred to in this Service Agreement are exclusive of VAT, and any other taxes, including but not limited to withholding tax surcharges; while all relevant payments referred to in this Service Agreement are inclusive of China VAT, referring to the China special VAT invoice duly issued by the Service Provider as set forth in Section 6.3.

The Service Charges shall be paid in the currency: CNY.

The hourly rates that are used to calculate the Service Charges shall be determined between the Parties on an annual basis, based on the Services performed by the Service Provider, as set out in Appendix 1, the Service Specification. The Service Charges shall be calculated on a time and material basis applying arm's length hourly rates using the cost-plus method, *i.e.* full cost incurred plus an arm's length mark-up. The hourly rates should be reviewed, updated and agreed between the Parties on an annual basis.

5. PAYMENT

If Service Provider, pursuant to the General Terms, appoints its Affiliates and/or subcontractors to perform the Services under this Service Agreement, Service Provider shall include the costs relating to such work in the invoices to Purchaser.

The actual Service Charges shall be reviewed, aligned by both Parties and then invoiced on a monthly basis at the end of each month and paid by Purchaser in accordance with what is set out in the General Terms

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In the event that the Service Provider fails to comply or perform its warranties and covenants of this Service Agreement, or fails to provide the qualified Services and deliverables according to Appendix 1, Service Provider shall rectify or procure the rectification of such non-compliance or breach within a reasonable period of time, or if such non-compliance or breach has not been rectified within a reasonable period of time or is not capable of being rectified, Purchaser is entitled to withhold the relevant portion of the Service Charges if so agreed by the Steering Committee.

The Parties acknowledge that, as a general principle, the total Service Charges and the corresponding Services required by Purchaser shall not exceed the budget approved by the Steering Committee for this Services hereunder.

6. GOVERNANCE FORUM

The Parties agree that governance in respect of this Service Agreement shall be handled in accordance with what is set out in the General Terms in Appendix 2. When reference is made to a relevant governance forum, it shall for the purpose of this Service Agreement have the meaning set out below in this Section 6.

The first level of governance forum for handling the co-operation between the Parties in various matters, handling management, prioritisation of development activities etc. under the Service Agreement shall be the "**Steering Committee**", which regarding cooperation between Service Provider and Purchaser is the so-called Chongqing plant Steering Committee. The Steering Committee shall be the first level of governance forum established by the Parties for handling the cooperation between them in respect of various matters.

The higher level of governance forum, to which an issue shall be escalated if the Steering Committee fails to agree upon a solution shall be the "**Strategic Board**", which regarding cooperation between Service Provider and Purchaser is the so means executive meeting between CEO of Geely Auto Group Co., Ltd and the CEO of the Polestar Group. The Strategic Board shall be the highest level of governance forum established by the Parties for handling the cooperation between them in respect of various matters.

7. FINANCIAL REPORTING

The Parties agree that the basis for calculating the Service Charges shall be transparent and auditable to Purchaser and be done based on the template attached as <u>Appendix 6</u>.

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the service derivery and performance as well as the cost for the services versus the project budget will be reviewed between the Parties as part of the project review.

8. WARRANTIES AND UNDERTAKINGS

Service Provider hereby warrants, represents and undertakes to Purchaser that:

(1) during the period of performing this Agreement, Service Provider will comply with relevant industrial safety, sanitary, and life safety regulations as well as with the relevant laws that apply to Service Provider's provision of the Services under this Agreement, including but not limited to all applicable national and local laws, ordinances, rules, regulations, requirements and standards (all of which to the extent compulsory and applicable) regarding health, safety,

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environment, taxation, labour, export and import, and shall procure that all its Affiliates engaged by it also comply therewith;

- (2) the Service and the Deliverables provided under this Agreement shall fit the requirement set forth in Appendix 1 and the Agreement.
- (3) Regarding indirect procurement, the Service Provider shall operate under a at all times updated Power of Attorney from the Purchaser and comply with the principles, obligations and agreement as set forth in Section 4.7 of Appendix 1 and MoU of Appendix 4.

9. LIABILITIES

Subject to the limitation of liability set out in Section 11, Appendix 2, the breaching Party shall indemnify and hold the non-breaching Party harmless against any actual and direct damages, losses, costs, expenses, liabilities or claims which arise out of or result from: (i) the breaching Party's failure to perform its covenants, duties and obligations hereunder, (ii) the breach of warranties and undertakings made by the breaching Party under this Service Agreement.

10. PRIVACY AND DATA PROTECTION

10.1. When performing their obligations under this Agreement, the Parties shall conduct any processing of Personal Data in compliance with applicable national and international laws and regulations relating to such Personal Data now or hereafter in effect, take appropriate organizational and technical measures to ensure the security of all data. Any other commercial data or information with a confidential nature should be treated according to Section 13 (*Confidential Information*) in Appendix 2.

11. ORDER OF PRIORITY

In the event there are any contradictions or inconsistencies between the terms of this Main Document and any of the Appendices hereto, the Parties agree that the following order of priority shall apply:

- (1) This Main Document
- (2) Appendix 2, General Terms Service Agreement
- (3) Appendix 1, Service Specification
- (4) Appendix 3, Service Charges
- (5) Appendix 4, Memorandum of Understanding IDP
- (6) Appendix 5, Letter of Undertaking
- (7) Appendix 6, Template Financial Reporting

12. NOTICES

All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Service Agreement shall be sent to the following addresses and shall otherwise be sent in accordance with the terms in the General Terms:

(a) To Service Provider:

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Polestar Automotive (Chongqing) Co., Ltd
Attention: [***]
Email: [***]
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With a copy not constituting notice to:

Polestar Automotive (Chongqing) Co., Ltd Attention: [***] Email: [***]

(b) To Purchaser:

Asia Europe New Energy Vehicle Manufacturing (Chongqing) Co., Ltd Attention: [***] Email: [***]

With a copy not constituting notice to:

Geely Auto Group Co., Ltd. Attention: [***] Email: [***]

[SIGNATURE PAGE FOLLOWS]

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This Service Agreement has been signed in eight (8) originals, of which the Parties have received four (4) each.

POLESTAR AUTOMOTIVE (CHONGQING)		ASIA EUROPE NEW ENERGY VEHICLE	
CO., LTD		MANUFACTURING (CHONGQING) CO., LTD	
Ву:	Chen Young	By: Zhou Xiang	-8
Printed Name: Chen Young (Steven)		Printed Name: <u>Zhou Xiang</u>	

Title:	Legal representative	Title:		
Date:	2023.12.13	Date:	2023.23.20	
Ву:		Ву:		
Printed Name:		Printed Name:		
Title:		Title:		
Date:		Date:		

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SERVICE AGREEMENT APPENDIX 1 SERVICE SPECIFICATION

1. GENERAL

1.1 This Service Specification is a part of the Service Agreement executed between Service Provider and Purchaser. This Service Specification sets out the scope and the specification of the activities that shall be performed under the Service Agreement, the division of responsibilities between Service Provider and Purchaser and the applicable time plan for the performance of the activities.

2. DEFINITIONS

2.1 Any capitalised terms used but not specifically defined herein shall have the meanings set out for such terms in the Main Document. In addition, the capitalised terms set out below in this Section 2 shall for the purposes of this Service Specification have the meanings described herein. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

3. GENERAL DESCRIPTION

3.1 The Parties have agreed that the Service Provider shall provide support services connected to the set-up of the new plant AECQ, in Chongqing City, PRC (the "CQ") and therewith related activities.

4. DESCRIPTION OF THE SERVICE ACTIVITIES, AND DELIVERABLES

- 4.1 As per the RASICs, Appendix 1A-F agreed and approved between the Parties, the Service Provider will take responsibility and accountability of plant setup and launch including the activities outlined in Section 4.3 to 4.9 below.
- 4.2 The Parties may agree on changes in the RASICs in Appendix 1A-F. Such changes shall be approved by Steering Committee.

- 4.3 Product Launch
 - Services and other costs in Manufacturing and Logistics as required within the agreed product launch budget approved by the AECQ and that are caused by the vehicle launch, such as:
 - Operator training/Labor cost
 - Launch expert support/coaching, including bought services
 - Material for facility and operators' try-out material (incl. freight and duty)
 - Related travel cost

4.4 Plant Launch

· Establish a comprehensive AECQ plant layout, setting up operational structure and all

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relevant business processes and procedures.

- Working with ME and related function to secure that all new processes established at AECQ while fulfilling the sustainability requirements, to be agreed between the Parties and documented.
- Setting up operational phase facility management process, ensure GB standard or other requirements as approved by the Steering Committee are met.
- Ensure that plant is securely protected after the building final acceptance has taken place as agreed.
- Ensure safety responsibility for manufacturing process ME equipment installation and commissioning.
- Work with ME team and Geely team for plant and process design with early involvement;
- Participate in all the design and handover process, make best efforts to secure that all deliverables are in time to the extent that is within Service Provider's control, and with good quality that meet industry expectations;
- Lead commissioning of the entire plant so as to meet Geely Group standard as a minimum and <u>Polestar Group requirements.</u>
- Process/Equipment/Material/Facilities will be energy friendly and with the ambition 0 CO2 footprint.
- Ensure safety management to with the ambition of 0 accidents during manufacturing process equipment installation and commissioning.
- Ensure safety management to with the ambition of 0 accidents after building final acceptance has taken place.
- Lead government relation management except for such related to building, land and environment; actively support AECQ team to resolve any issues arisen with municipal agencies.
- Establish and perform all training courses to newcomers, NEO, SWE, Plant/shop/station training, Kaizen.
- Use all best efforts to ensure that the interest of AECQ is protected at all times to the extent that is within Service Provider's control.

4.5 Digital

Digital (Polestar Global)

- Pre-study and system selection directions including infrastructure (hardware and design); submit to SC for approval.
- Lead accountability and responsibility of program-wide technical standard setting, provide guidance on hardware and software requirements.
- Project management and delivery for VCC related Digital activities, ensure interfaces between manufacturing systems (AECQ) and upstream/downstream systems are designed and setup appropriately.
- Full integration with GYMD and Geely IT for successful program delivery, provide necessary project monitoring as required
- Drive the necessity of Cyber security design and implementation

Digital (Polestar CQ)

Lead the setup of all plant related IT systems and processes to a high standard.

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- Overall coordination and project management of plant related Digital project delivery, with a focus on interfacing between Polestar global team and other stakeholders.
- With the support from Polestar global team, drafting all technical agreements for bidding, participation in all bidding process as required for plant IT systems.
- Ensure Digital program meets Geely internal control policies and requirements, support AECQ team with preparing internal documents as required.
- Represent AECQ team for any other ad hoc Digital related internal or external meetings or presentations as required.

4.6 HR

- Organization and HC set-up
- BC recruitment and daily management excluding employment contracts singing (PSCQ taking the lead and being the primary responsible party, to the extent possible and legally allowed, in any labour disputes and claims even if AECQ, as employer in employment contracts, being involved in arbitration, lawsuits or other legal actions related to labour; AECQ providing necessary support)
- In charge of overall management of admin resources
- 4.7 Manufacturing Engineering
 - Specify production and logistical flows inside of the premises.
 - Specify the need for media, to be able to get correct dimension for utilities for the plant.
- 4.8 Certification
 - Certification services, including but not limited to: ISO 9001 Quality management system, ISO14001 Environment management system, ISO45001 Occupational health and safety management system, ISO50001 energy management system, ISO27001 cyber security for the plant, etc. as agreed by both Parties.

4.9 Indirect procurement

- 4.9.1.1 The Parties have agreed that PSCQ will be the service provider to of Indirect Procurement activities from[***]. The procurement activities will be performed in accordance with Polestar procurement sourcing processes and policies. The Indirect Procurement services, include but is not limited to:
 - Facilities (excluding fixed assets), and all associated services to support
 - IT /Digital sourcing and other general services
 - Maintenance & preventative maintenance services
 - Repair/ and spare parts and supplies
 - Operational services incl., Office supplies
 - Consultant service hire (White & Blue Collar)
 - Logistics services sourcing and packaging (excluding fixed assets)

4.9.1.2 The Service will include the following activities: TEMPLATE VERSION 191016

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- PSCQ will lead the sourcing including supplier management, team set-up, planning, execution, negotiation, contract, including performing needed supplier assessments.
- PSCQ will handle contract management and ordering, including creating, signing and issuing Framework agreements/Service agreements, place orders and lead the commercial discussions including yearly negotiations and support supplier liability claims on behalf of or for AECQ in accordance with agreed RASIC.
- 4.9.1.3 The Parties have agreed that the following assumptions and pre-requisites will apply to the procurement services to be provided by the Service Provider under Appendix 1, Section 4 of this Agreement:
- PSCQ will have the full lead for the Indirect Procurement activities.

- PSCQ and AECQ shall agree about cost targets for each sourcing scope prior to sourcing in accordance with AECQ budget. If sourcing results is not fulfilling set cost targets deviations it shall be aligned in the Steering Committee.
- The Procurement services will be carried out according to and within Polestar's existing sourcing process and approval levels.
- PSCQ will follow the already established functional forums, where Procurement is required for the sourcing process.
- Sourcing Strategy (bidders list) and Sourcing Decision (final supplier) will be approved in Polestar Supplier Choice Meeting ("SCM").
- The sourcing decisions will be made in SCM.
- Sourcing decisions will be based on multiple parameters such as quality, technical capability, sustainability, strategic consideration, and price.
- To adhere to Polestar standards, the Polestar Purchasing Terms & Conditions will be used towards the suppliers at sourcing and contract signing
- For the avoidance of doubt, PSCQ's procurement compliance policies and criteria shall be applied. Purchaser's compliance policies and criteria shall not be applied in this case.
- 4.9.1.4 Purchaser will be responsible for the following activities in relation to the indirect procurement:

AECQ is responsible to provide approved funds for Polestar scope.

4.10 Finance

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- Prepare Polestar related product and plant launch budget and forecast for Geely's approval,
- PSCQ Management Service Fee Budgeting (to be reflected in AECQ Budget).

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- Prepare Product Launch Fee Report
- Related to IDP, perform controller approval before submission of payment request to AECQ
- · Support in inventory and fixed asset management to meet Geely requirement
- Be the primary business contact for finance related topics

4.11 Logistics

4.11.1 Inbound Logistics

- For VP and TT0 phase, Polestar will nominate and sign agreement with suitable logistics companies that will manage the transports from parts suppliers with delivery terms FCA ('Free carrier') to the AECQ plant, pay and manage those suppliers.
- For TT and PP phase, to be amended to this Service Agreement as agreed between the Parties

4.11.2 Outbound Logistics cars and parts

 For TT and PP phase, to be amended to this Service Agreement as agreed between the Parties.

4.11.3 Customs

- PSCQ will provide resources to manage the customs administration for import of parts and export of cars and parts.
- PSCQ will provide assistance in sourcing of customs broker services and customs management system in the name of AECQ and for AECQ's cost.

4.12 Deliverables

The Service will include the following deliverables:

- Sourcing work leading up to a Sourcing Strategy and Sourcing Decision in SCM.
- Prepare Supplier contracts (to be signed by Polestar on behalf of AECQ).
- Supplier Ordering for AECQ
- The production capacity shall be guaranteed as net 5 Jobs Per Hour; If not, the plant capacity shall be calculated based on the actual net JPH.
- Prepare the budget of plant launch fee (Polestar related) and product launch fee; cooperate with AECQ Finance and provide necessary support to get the budget approved by Geely Auto Group and Steering Committee before 31st January, 2023.
- Strictly follow the budget to achieve the set goals.

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• The plant is ready for mass production at the SOP point, which is targeted to [***].

5. TIMING

- 5.1 The activities shall be deemed to have commenced on 1 January 2021 with a retrospective effect and will end at SOP.
- 5.2 According to the time plan for the AECQ plant launch the buildings will be complete and ready for use[***]. However, not all manufacturing equipment will be in running condition by then. Further, the verification Prototype ("VP") build is targeted to start in AECQ[***].

SERVICE AGREEMENT APPENDIX 2 GENERAL TERMS

1. BACKGROUND

This Appendix 2, General Terms – Service Agreement, (the "General Terms") is an Appendix to the Main Document and is an integrated part of the Service Agreement entered into between the Parties.

2. DEFINITIONS

- 2.1 For the purpose of these General Terms, the following terms shall have the meanings assigned to them below. All capitalized terms in singular in the list of definitions shall have the same meaning in plural and *vice versa*. Any capitalized terms used, but not specifically defined below in this Section 2, shall have the meaning ascribed to them in the Main Document.
- 2.2 "Appendix" means an appendix to the Main Document.
- 2.3 "Background IP" means the Intellectual Property Rights either:
 - (a) owned by either of the Parties;
 - (b) created, developed or invented by directors, managers, employees or consultants of either of the Parties;
 - (c) to which the Party has licensed rights instead of ownership and the right to grant a sublicense

prior to the execution of this Service Agreement, and any Intellectual Property Rights developed or otherwise acquired independently of this Service Agreement.

- 2.4 **"Confidential Information**" means any and all non-public information regarding the Parties and their respective businesses, whether commercial or technical, in whatever form or media, including but not limited to the existence, content and subject matter of this Service Agreement, information relating to Intellectual Property Rights, concepts, technologies, processes, commercial figures, techniques, algorithms, formulas, methodologies, knowhow, strategic plans and budgets, investments, customers and sales, designs, graphics, CAD models, CAE data, statement of works (including engineering statement of works and any high level specification), targets, test plans/reports, technical performance data and engineering sign-off documents and other information of a sensitive nature, that a Party learns from or about the other Party prior to or after the execution of this Service Agreement.
- 2.5 "Disclosing Party" means the Party disclosing Confidential Information to the Receiving Party.
- 2.6 **"EU Data Protection Laws**" shall mean collectively, any applicable data protection, privacy or similar law generally applicable to the processing of personal data, including but not

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limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and any act or piece of national legislation implementing, supporting or otherwise incorporating said regulation, including any amendment made to any of the foregoing.

- 2.7 "Force Majeure Event" shall have the meaning set out in Section 15.1.
- 2.8 "Industry Standard" means the exercise of such professionalism, skill, diligence, prudence and foresight that would normally be expected at any given time from a skilled and experienced actor engaged in a similar type of undertaking as under this Service Agreement.

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- 2.9 Intellectual Property Rights or IP means Patents, Non-patented IP, rights in Confidential Information and Know-How to the extent protected under applicable laws anywhere in the world. For the avoidance of doubt, Trademarks are not comprised by this definition.
- 2.10 "Know-How" means confidential and proprietary industrial, technical and commercial information and techniques in any form including (without limitation) drawings, formulae, test results, reports, project reports and testing procedures, instruction and training manuals, tables of operating conditions, specifications, component lists, market forecasts, lists and particulars of customers and suppliers.
- 2.11 "Main Document" means the contract document (with the heading "Main Document -Service Agreement"), which is signed by Service Provider and Purchaser, to which these General Terms are an Appendix.
- 2.12 **"Non-patented IP**" means copyrights (including rights in computer software), database rights, semiconductor topography rights, rights in designs, and other intellectual property rights (other than Trademarks and Patents) and all rights or forms of protection having equivalent or similar effect anywhere in the world, in each case whether registered or unregistered, and registered includes registrations, applications for registration and renewals whether made before, on or after execution of this Service Agreement.
- 2.13 **"Patent**" means any patent, patent application, or utility model, whether filed before, on or after execution of this Service Agreement, along with any continuation, continuationin-part, divisional, re-examined or re-issued patent, foreign counterpart or renewal or extension of any of the foregoing.
- 2.14 "Receiving Party" means the Party receiving Confidential Information from the Disclosing Party.
- 2.15 "Results" shall mean any outcome of the Services provided to Purchaser under this Service Agreement (including but not limited to any IP, technology, software, methods, processes, deliverables, objects, products, documentation, modifications, improvements, and/or amendments to be carried out by Service Provider under the Service Specification) and any other outcome or result of the Services to be performed by Service Provider as described in the relevant Service Specification, irrespective of whether the performance of the Services has been completed or not.

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- 2.16 **"Services**" shall mean the services to be performed by Service Provider to Purchaser hereunder, including all services under the Appendices attached hereto.
- 2.17 **"Service Agreement**" means the Main Document including all of its Appendices and their Schedules as amended from time to time.
- 2.18 **"Service Charges**" means the service charges as set forth or referenced to in the Main Document.
- 2.19 **"Service Specification**" describes the Services to be provided by Service Provider to Purchaser hereunder including (if applicable) a time plan for the provision of the Services, which is included as Appendix 1 in this Service Agreement.
- 2.20 "Third Party" means a party other than any of the Parties and/or an Affiliate of one of the Parties to this Service Agreement.
- 2.21 **"Trademarks**" means trademarks (including part numbers that are trademarks), service marks, logos, trade names, business names, assumed names, trade dress and get-up, and domain names, in each case whether registered or unregistered, including all applications, registrations, renewals and the like, in each case to the extent they constitute rights that are enforceable against Third Parties.
- 2.22 "Target SOP Point" means the first working day of week 49, 2024.
- 2.23 **"Use**" means to make, have made, use (including in a process, such as use in designing, engineering, testing or assembling products or in their research or development), keep, install, integrate, extract, assemble, reproduce, incorporate, create derivative works of, modify, adapt, improve, enhance, develop, service or repair, including in the case of installation, integration, assembly, service or repair, the right to have a subcontractor of any tier carry out any of these activities on behalf of the Parties in their capacity as a licensee hereunder.
- 2.24 The right to "**have made**" is the right of a Party in its capacity as a licensee hereunder, as applicable, to have another person (or their subcontractor of any tier) make for that Party and does not include the right to grant sublicenses to another person to make for such person's own use or use other than for that Party.

3. PROVISION OF SERVICES

- 3.1 Service Specification. The Parties have agreed upon the scope and specification of the Services provided under this Service Agreement in the Service Specification.
- 3.2 Service Recipients. In addition to Purchaser, all of Purchaser's Affiliates shall be entitled to receive and use the Services under this Service Agreement. Nevertheless, Purchaser shall be Service Provider's sole point of contact and shall be responsible for payment of the Service Charges as set forth in this Service Agreement, irrespectively of whether it is Purchaser or any of Purchaser's Affiliates that in reality received and used the Services.
- 3.3 Subcontractors.
- 3.3.1 The Parties acknowledge that Service Provider may use its Affiliates and/or subcontractors to perform the Services under this Service Agreement, provided that Service Provider informs Purchaser thereof.

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- 3.3.2 Service Provider shall however remain responsible for the performance, and any omission to perform or comply with the provisions of this Service Agreement, by any Affiliate to Service Provider and/or any subcontractor to the same extent as if such performance or omittance was made by Service Provider itself. Service Provider shall also remain Purchaser's sole point of contact unless otherwise agreed.
- 3.4 **Relationship between the Parties.** The Parties are acting as independent contractors when performing each Party's respective obligations under the Service Agreement. Neither Party nor its Affiliates are agents for the other Party or its Affiliates and have no authority to represent them in relation to any matters. Nothing in these General Terms or the Service Agreement shall be construed as to constitute a partnership or joint venture between the Parties.

4. SERVICE REQUIREMENTS

- 4.1 All Services shall be performed in accordance with the requirements set forth in this Service Agreement, including the Service Specification, and otherwise in a professional manner.
- 4.2 When providing the Services, Service Provider shall use professional and skilled personnel, reasonably experienced for the Services to be performed, Service Provider shall work according to the same standard of care and professionalism that is done in Service Provider's internal business and development projects. Such standard of care and professionalism shall however at all times correspond to Industry Standard.
- 4.3 Service Provider acknowledges that time is of essence and Service Provider agrees to strictly respect and adhere to the deadlines set out in the Service Specification in Appendix 1, such as time limits, milestones, and gates. In the event Service Provider risks not to meet an agreed deadline or is otherwise in delay with the performance of the Services, Service Provider shall appoint additional resources in order to avoid the effects of the anticipated delay or the delay (as the case may be).
- 4.4 In the event the Services or any part thereof, more than insignificantly deviate from the requirements set forth in the Service Specification, or if Service Provider otherwise does not meet or ceases to meet the requirements set forth in this Service Agreement (except for minor faults and defects, which do not affect the provision of the Services), Service Provider shall remedy such incompliance, fault or defect as soon as reasonably possible.
- 4.5 In the event Service Provider fails to act in accordance with Section 4.3 and 4.4 above, such failure shall be escalated in accordance with the escalation principles set forth in Section 17.1.
- 4.6 Purchaser shall provide Service Provider with instructions as reasonably required for Service Provider to be able to carry out the Services. Service Provider must continuously inform Purchaser of any needs of additional instructions or specifications required to perform the Services.
- 4.7 Service Provider shall ensure that it has sufficient resources to perform its undertakings under this Service Agreement. Further, Service Provider undertakes to ensure that the performance of the Services will not be given lower priority than other of Service Provider's internal similar projects.

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5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 Ownership of existing Intellectual Property Rights.
- 5.1.1 Each Party remains the sole and exclusive owner of its Background IP.
- 5.1.2 Nothing in this Service Agreement shall be deemed to constitute an assignment of, or license to use, any Trademarks of the other Party.
- 5.2 **Ownership of Results.** In the event any Results are created as a result of the Services provided by Service Provider (or if applicable, any of its appointed Affiliates or subcontractors) under this Service Agreement, the Parties agree that Service Provider shall be the exclusive owner of such Results, including all modifications, amendments and developments thereof. Hence, all Results shall automatically upon their creation stay with Service Provider. Service Provider shall further have the right to transfer, sublicense, modify and otherwise freely dispose of the Results.
- 5.3 License grant.
- 5.3.1 Upon creation of the Results, Purchaser shall at the same time automatically be granted a non-exclusive, irrevocable, perpetual (however at least fifty (50) years long (however, in no event shall such time exceed the validity period of any IP or Background IP included in the license described hereunder)), non-assignable (however assignable to Purchaser's Affiliates), worldwide license to Use, in whole or in part, the Results and, if applicable, any Background IP embedded in or otherwise used in the development of the Results. The license granted in this Section 5.3.1 is limited to the extent such license is necessary for Purchaser to make use of the Services provided hereunder and to enable an orderly transfer to another service provider after the termination and/or expiry of this Service Agreement.
- 5.3.2 Notwithstanding anything to the contrary in this Service Agreement, nothing in these General Terms or otherwise in the Service Agreement shall be construed as to give the other Party any rights, including but not limited to any license rights (express or implied), to any Background IP, except as expressly stated herein.
- 5.4 Polestar brand name.
- 5.4.1 For the sake of clarity, it is especially noted that this Service Agreement does not include any right to use the "Polestar" brand name, or Trademarks, or refer to "Polestar" in communications or official documents of whatever kind. The Parties acknowledge that the "Polestar" Trademarks as well as the "Polestar" name is owned by Polestar Holding AB and that the right to use the name and the "Polestar" Trademarks is subject to a service agreement, which stipulates that the name, Trademarks and all thereto related Intellectual Property can only be used by Polestar Performance AB and its Affiliates in relation to Polestar products.
- 5.4.2 This means that this Service Agreement does not include any rights to directly or indirectly use the "Polestar" brand name or "Polestar" Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence.

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- 5.5 Geely brand name.
- 5.5.1 Correspondingly, it is especially noted that this Service Agreement does not include any right to use the "Geely" brand name or Trademarks, or refer to "Geely" in communications or official documents of whatever kind.
- 5.5.2 This means that this Service Agreement does not include any rights to directly or indirectly use the "Geely" brand name or "Geely" Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, *e.g.* in presentations, business cards and correspondence.

6. SERVICE CHARGES

6.1 In consideration of Service Provider's performance of the Services under this Service Agreement, Purchaser agrees to pay to Service Provider the Service Charges as set forth or referenced to in the Main Document.

7. PAYMENT TERMS

- 7.1 The Service Charges shall be paid in the currency set forth in the Main Document, in a timely manner and in accordance with the payment terms set forth in this Section 7.
- 7.2 All amounts referred to in this Service Agreement are exclusive of VAT, VAT will be added in accordance with local legislation at the time of issuance of China special VAT invoice.
- 7.3 Any amount of the Service Charges invoiced by Service Provider to Purchaser shall be paid by Purchaser within [***]after the invoice date.
- 7.4 Payment made later than the due date will automatically be subject to interest for late payments for each day it is not paid and the interest shall be based[***].

8. AUDIT

- 8.1 During the term of the Service Agreement, Purchaser shall have the right to, upon reasonable notice in writing to Service Provider, inspect Service Provider's books and records related to the Services and the premises where the Services are performed, in order to conduct quality controls and otherwise verify the statements rendered under this Service Agreement.
- 8.2 Audits shall be made during regular business hours and be conducted by Purchaser or by an independent auditor appointed by Purchaser. Should Purchaser during any inspection find that Service Provider or the Services does/do not fulfil the requirements set forth herein, Purchaser is entitled to comment on the identified deviations. Service Provider shall, upon notice from Purchaser, take reasonable efforts to take the actions required in order to fulfil the requirements. In the event the Parties cannot agree upon measures to be taken in respect of the audit, each Party shall be entitled to escalate such issue to the Steering Committee.

9. REPRESENTATIONS

9.1 Each Party warrants and represents to the other Party that:

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- (a) it is duly organized, validly existing, and in good standing under the laws of its respective jurisdiction of incorporation or formation, as applicable;
- (b) it has full corporate power and authority to execute and deliver this Service Agreement and to perform its obligations hereunder;
- (c) the execution, delivery and performance of this Service Agreement have been duly authorized and approved, with such authorization and approval in full force and effect, and do not and will not (i) violate any laws or regulations applicable to it or (ii) violate its organization documents or any agreement to which it is a party; and
- (d) this Service Agreement is a legal and binding obligation of it, enforceable against it in accordance with its terms.

10. SERVICE WARRANTY

- 10.1 When performing the Services, Service Provider shall provide professional and skilled personnel, reasonably experienced for the Services to be performed at the best of their knowledge.
- 10.2 Service Provider provides the Services "as is". Service Provider does neither warrant nor represent that any Services, provided or delivered to Purchaser hereunder are functional for the business needs of Purchaser or otherwise suitable for any specific purpose. Service Provider does neither give any representations or warranties as regards the merchantability of the deliverables to be delivered hereunder nor any other representations or warranties of any kind whatsoever concerning the Services. Purchaser acknowledges that the price of the Services to be performed and other deliverables to be delivered by Service Provider are set in consideration of the foregoing.
- 10.3 Service Provider shall after receipt of notice of a claim related to Purchaser's misuse of the Services notify Purchaser of such claim in writing and Purchaser shall following receipt of such notice, to the extent permitted under applicable law, at its own cost conduct negotiations with the third party presenting the claim and/or intervene in any suit or action. Purchaser shall at all times keep Service Provider informed of the status and progress of the claim and consult with Service Provider on appropriate actions to take. If

Purchaser fails to or chooses not to take actions to defend Service Provider within a reasonable time, or at any time ceases to make such efforts, Service Provider shall be entitled to assume control over the defence against such claim and/ or over any settlement negotiation at Purchaser's cost. Any settlement proposed by Purchaser on its own account must take account of potential implications for Service Provider and shall therefore be agreed with Service Provider before settlement. Each Party will at no cost furnish to the other Party all data, records, and assistance within that Party's control that are of importance in order to properly defend against a claim.

11. LIMITATION OF LIABILITY

11.1 Neither Party shall be responsible for any indirect, incidental or consequential damage or any losses of production or profit caused by it under this Service Agreement.

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- 11.2 Each Party's aggregate liability for any direct damage arising out of or in connection with this Service Agreement shall be limited to [***]of the total Service Charges payable by Purchaser to Service Provider hereunder.
- 11.3 The limitations of liability set forth in this Section 11 shall not apply in respect of:
 - (a) claims related to death or bodily injury;
 - (b) damage caused by wilful misconduct or gross negligence;
 - (c) damage caused by a Party's breach of the confidentiality undertakings in Section 13 below;
 - (d) damage arising out of an infringement, or alleged infringement, of the other Party's or any third party's Intellectual Property;
 - (e) damages specified under Appendix 4, Memorandum of Understanding IDP only;
 - (f) damages specified under Appendix 5, Letter of Undertaking.

12. GOVERNANCE AND CHANGES

12.1 Governance.

- 12.1.1 The Parties shall act in good faith in all matters and shall at all times co-operate in respect of changes to this Service Agreement as well as issues and/or disputes arising under this Service Agreement.
- 12.1.2 The governance and co-operation between the Parties in respect of this Service Agreement shall primarily be administered on an operational level. In the event the Parties on an operational level cannot agree upon *inter alia* the prioritisation of development activities or other aspects relating to the co-operation between the Parties, each Party shall be entitled to escalate such issue to the Steering Committee.
- 12.1.3 If the Steering Committee fails to agree upon a solution of the disagreement the relevant issue should be escalated to the CEO of each party for decision.
- 12.2 Changes.
- 12.3 During the term of this Service Agreement, Purchaser can request changes to the Service Specification, which shall be handled in accordance with the governance procedure set forth in Section 12.1 above. Both Parties agree to act in good faith to address and respond to any change request within a reasonable period of time.
- 12.4 The Parties acknowledge that Service Provider will not perform in accordance with such change request until agreed in writing between the Parties. For the avoidance of any doubt, until there is agreement about the requested change, all work shall continue in accordance with the existing Service Specification.

13. CONFIDENTIAL INFORMATION

13.1 The Parties shall take any and all necessary measures to comply with the security and confidentiality procedures of the other Party.

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- 13.2 All Confidential Information shall only be used for the purposes comprised by the fulfilment of this Service Agreement. Each Party will keep in confidence any Confidential Information obtained in relation to this Service Agreement and will not divulge the same to any Third Party, unless the exceptions specifically set forth below in this Section 13.2 below apply, in order to obtain patent protection or when approved by the other Party in writing, and with the exception of their own officers, employees, consultants or subcontractors with a need to know as to enable such personnel to perform their duties hereunder. This provision will not apply to Confidential Information which the Receiving Party can demonstrate:
 - (a) was in the public domain other than by breach of this undertaking, or by another confidentiality undertaking;
 - (b) was already in the possession of the Receiving Party before its receipt from the Disclosing Party;
 - (c) is obtained from a Third Party who is free to divulge the same;
 - (d) is required to be disclosed by mandatory law, court order, lawful government action or applicable stock exchange regulations;
 - (e) is reasonably necessary for either Party to utilize its rights and use of its Intellectual Property Rights; or
 - (f) is developed or created by one Party independently of the other, without any part thereof having been developed or created with assistance or information received from the other Party.
- 13.3 The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as the Receiving Parts uses to protect its own Confidential Information of similar nature, to prevent the dissemination to Third Parties or publication of the Confidential Information. Further, each Party shall ensure that its employees and consultants are bound by a similar duty of confidentiality and that any subcontractors taking part in the fulfilment of that Party's obligations hereunder, enters into a confidentiality undertaking containing in essence similar provisions as those set forth in this Section 13.
- 13.4 Any tangible materials that disclose or embody Confidential Information should be marked by the Disclosing Party as "Confidential," "Proprietary" or the substantial equivalent thereof. Confidential Information that is disclosed orally or visually shall be identified by the Disclosing Party as confidential at the time of disclosure, with subsequent confirmation in writing within 30 days after disclosure. However, the lack of marking or subsequent confirmation that the disclosed information shall be regarded as "Confidential", "Proprietary" or the substantial equivalent thereof does not disqualify the disclosed information from being classified as Confidential Information.
- 13.5 If any Party violates any of its obligations described in this Section 13, the violating Party shall, upon notification from the other Party, (i) immediately cease to proceed such harmful violation and take all actions needed to rectify said behaviour and (ii) financially compensate for the harm suffered as determined by an arbitral tribunal pursuant to

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Section 17.2 below. All legal remedies (compensatory but not punitive in nature) according to law shall apply.

- 13.6 For the avoidance of doubt, this Section 13 does not permit disclosure of source code to software, and/or any substantial parts of design documents to software, included in the Results, to any Third Party, notwithstanding what it set forth above in this Section 13. Any such disclosure to any Third Party is permitted only if approved in writing by Service Provider.
- 13.7 This confidentiality provision shall survive the expiration or termination of this Service Agreement.
- 14. TERM, TERMINATION, SERVICE CANCELLATION AND CONSEQUENCE

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- 14.1.1 This Service Agreement shall become effective when the Main Document is signed by duly authorised signatories of each Party and shall, unless terminated in accordance with this Section 14 below, remain in force and terminate at Target SOP Point. In the case of the Target SOP Point to be delayed, the relevant service charges (if any), the additional costs (if any) and payment arrangement due to such delay may be discussed separately by both Parties.
- 14.1.2 All the obligations and responsibilities (including payment) of the Parties under this Service Agreement shall terminate as of the Target SOP point except for those accrued or generated before the Target SOP Point or as otherwise specified in this Agreement or agreed upon by the Parties.
- 14.1.3 This Service Agreement may be extended on the materially same terms unless otherwise agreed by the Parties.
- 14.2 Termination and Service Cancelation
- 14.2.1 Either Party shall be entitled to terminate this Service Agreement with immediate effect in the event:
 - (a) the other Party commits a material breach of the terms of this Service Agreement, which has not been remedied within 30 days from written notice from the other Party to remedy such breach (if capable of being remedied); or
 - (b) if the other Party should become insolvent or enter into negotiations on composition with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors.
- 14.2.2 Purchaser's failure to pay the Service Charges or to pay the fees related to the IDP Agreements under Appendix 4, without legitimate reasons or the reasons set forth in this Service Agreement for withholding payment, does not automatically entitle Service Provider to terminate the Service Agreement, save that the decision to terminate the Service Agreement is made after such failure is escalated in accordance with the escalation principles set forth in Section 17.1.

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- 14.2.3 Service Provider's failure to act in accordance with Section 4.3 or 4.4 does not automatically entitle Purchaser to terminate the Service Agreement, save that the Steering Committee or the CEO of each Party or the Strategic Board, as the case may be, decides to terminate the Service Agreement after such failure is escalated in accordance with the escalation principles set forth in Section 17.1.
- 14.2.4 Any other termination event and the effects of termination agreed in the Framework Agreement shall prevail over this Service Agreement.
- 14.2.5 Purchaser shall be entitled to cancel the relevant Service(s) in question in the event that a decision of cancellation is made according to the escalation procedure set forth in Section 4.5 due to Service Provider's failure to take the remedial measures in accordance with Section 4.3 or Section 4.4, and Service Provider shall be responsible for direct damage and losses caused thereby to Purchaser.
- 14.2.6 Purchaser shall in addition be entitled to cancel the Services performed by Service Provider for convenience upon prior written notice to Service Provider with a notice period ranging from 30 to 180 days. The actually applicable notice period should be aligned and agreed upon by the Parties depending on the nature of the Service to be cancelled and the then circumstances before serving the notice. If no conclusion can be reached by the Parties, such period should be escalated and decided according to the escalation principles under Section 17.1.

14.3 Consequence

- 14.3.1 In the event that Purchaser terminates this Service Agreement in accordance with Section 14.2.1(a) or Section 14.2.3 above, without prejudice to any other compensation of direct damages resulting from breach of this Agreement by Service Provider, if Purchaser incurs additional reasonable costs (e.g. Purchaser's extra reasonable cost of changing the service provider for the parts of Services which Service Provider fails to provide under this Service Agreement) as a direct result of such termination, Purchaser shall be entitled to recover those additional direct costs from Service Provider provided that such costs are escalated and recognized according to the escalation principles under Section 17.1 before incurring accumulated costs in excess of[***]. For the sake of clarity, such costs shall not be capped by the limitation under Section 11.2.
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the Service Charges payable by Purchaser shall, in addition to what is set out in the Service Agreement, include any other reasonable proven costs Service Provider has incurred until the effective date of the cancellation.

15. MISCELLANEOUS

- 15.1 Force majeure.
- 15.1.1 Neither Party shall be liable for any failure or delay in performing its obligations under the Service Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a Third Party's), failure of energy sources or transport network, restrictions concerning motive force, acts of God, war, terrorism,

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insurgencies and riots, civil commotion, mobilization or extensive call ups, interference by civil or military authorities, national or international calamity, currency restrictions, requisitions, confiscation, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, stroke of lightning, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default or delays of suppliers or subcontractors if such default or delay has been caused by a Force Majeure Event.

- 15.1.2 A non-performing Party, which claims there is a Force Majeure Event, and cannot perform its obligations under the Service Agreement as a consequence thereof, shall use all commercially reasonable efforts to continue to perform or to mitigate the impact of its non-performance notwithstanding the Force Majeure Event and shall continue the performance of its obligations as soon as the Force Majeure Event ceases to exist.
- 15.2 **Notices.** All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Service Agreement must be in legible writing in the English language delivered by personal delivery, email transmission or prepaid overnight courier using an internationally recognized courier service and shall be effective upon receipt, which shall be deemed to have occurred:
 - (a) in case of personal delivery, at the time and on the date of personal delivery;
 - (b) if sent by email transmission, at the time and date indicated on a response confirming such successful email transmission;
 - (c) if delivered by courier, at the time and on the date of delivery as confirmed in the records of such courier service; or
 - (d) at such time and date as delivery by personal delivery or courier is refused by the addressee upon presentation;

in each case provided that if such receipt occurred on a non-business day, then notice shall be deemed to have been received on the next following business day; and provided further that where any notice, demand, request or other communication is provided by any party by email, such party shall also provide a copy of such notice, demand, request or other communication by using one of the other methods. All such notices, demands, requests and other communications shall be addressed to the address, and with the attention, as set forth in the Main Document, or to such other address, number or email address as a Party may designate.

- 15.3 Assignment.
 - 15.3.1 Neither Party may, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under this Service Agreement without the other Party's prior written consent.
- 15.4 **Waiver.** Neither Party shall be deprived of any right under this Service Agreement because of its failure to exercise any right under this Service Agreement or failure to notify the infringing party of a breach in connection with the Service Agreement. Notwithstanding the foregoing, rules on complaints and limitation periods shall apply.

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- 15.5 **Severability.** In the event any provision of this Service Agreement is wholly or partly invalid, the validity of the Service Agreement as a whole shall not be affected and the remaining provisions of the Service Agreement shall remain valid. To the extent that such invalidity materially affects a Party's benefit from, or performance under, the Service Agreement, it shall be reasonably amended.
- 15.6 **Entire agreement.** All arrangements, commitments and undertakings in connection with the subject matter of this Service Agreement (whether written or oral) made before the date of this Service Agreement are superseded by this Service Agreement and its Appendices.
- 15.7 **Amendments.** Any amendment or addition to this Service Agreement must be made in writing and signed by the Parties to be valid.
- 15.8 Survival.
- 15.8.1 If this Service Agreement is terminated or expires pursuant to Section 14 above, Section 5.3 (*License grant*), Section 13 (*Confidentiality*), Section 16 (*Governing Law*), Section 17 (*Dispute Resolution*) as well as this Section 15.8, shall survive any termination or expiration and remain in force as between the Parties after such termination or expiration.
- 15.8.2 Notwithstanding Section 15.8.1 above, if this Service Agreement is terminated due to Purchaser not paying the Service Charges, without legitimate reasons or the reasons set forth in this Service Agreement for withholding payment, pursuant to Section 14 above, Section 5.3 (*License Grant*) shall not survive termination or remain in force as between the Parties after such termination. For the avoidance of doubt, what is stated in this Section 15.8.2 shall only apply in relation to such licenses granted to Purchaser pursuant to Section 5.3 above and any licenses granted to Service Provider under Section 5.3 shall thus nevertheless remain in force after such termination.

16. GOVERNING LAW

16.1 This Service Agreement and all non-contractual obligations in connection with this Service Agreement shall be governed by the substantive laws of the People's Republic of China and without giving regard to its conflict of laws principles.

17. DISPUTE RESOLUTION

- 17.1 Escalation principles.
- 17.1.1 In case the Parties cannot agree on a joint solution for handling disagreements or disputes, a deadlock situation shall be deemed to have occurred and each Party shall notify the other Party hereof by the means of a deadlock notice and simultaneously send a copy of the notice to the Steering Committee. Upon the receipt of such a deadlock notice, the receiving Party shall within ten days of receipt, prepare and circulate to the other Party a statement setting out its position on the matter in dispute and reasons for adopting such position, and simultaneously send a copy of its statement to the Steering Committee. Each such statement shall be considered by the next regular meeting held by the Steering Committee or in a forum meeting specifically called upon by either Party for the settlement of the issue.

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- 17.1.2 The members of the Steering Committee shall use reasonable endeavours to resolve a deadlock situation in good faith. As part thereof, the Steering Committee may request the Parties to in good faith develop and agree on a plan to resolve or address the breach, to be presented for the Steering Committee without undue delay. If the Steering Committee agrees upon a resolution or disposition of the matter, the Parties shall agree in writing on terms of such resolution or disposition and the Parties shall procure that such resolution or disposition is fully and promptly carried into effect.
- 17.1.3 If the Steering Committee cannot settle the deadlock within 30 days from the deadlock notice served pursuant to Section 17.1.1 above, such deadlock will be referred to the CEO of each Party, which shall use reasonable endeavours to resolve the situation in the same way as indicated above. If no Steering Committee has been established between the Parties, the relevant issue shall be referred to the CEO of each Party immediately and Section 17.1.2 above shall not apply.

- 17.1.4 If the CEO of each Party cannot settle the deadlock within 30 days from the deadlock notice pursuant to the section above, despite using reasonable endeavours to do so, such deadlock will be referred to the Strategic Board for decision. Should the matter not have been resolved by the Strategic Board within 30 days counting from when the matter was referred to them, despite using reasonable endeavours to do so, the matter shall be resolved in accordance with Section 17.2 below.
- 17.1.5 All notices and communications exchanged in the course of a deadlock resolution proceeding shall be considered Confidential Information of each Party and be subject to the confidentiality undertaking in Section 13 above.
- 17.1.6 Notwithstanding the above, the Parties agree that either Party may disregard the time frames set forth in this Section 17.1 and apply shorter time frames and/or escalate an issue directly to the Strategic Board in the event the escalated issue is of an urgent character and where the applicable time frames set out above are not appropriate.

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17.2 Arbitration.

- 17.2.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be submitted to China International Economic and Trade Arbitration Committee ("CIETAC") for arbitration, which shall be held in Shanghai and conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration, whereas the language to be used in the arbitral proceedings shall be English and Chinese.
- 17.2.2 Irrespective of any discussions or disputes between the Parties, each Party shall always continue to fulfil its undertakings under this Agreement unless an arbitral tribunal or court (as the case may be) decides otherwise.
- 17.2.3 In any arbitration proceeding, any legal proceeding to enforce any arbitration award, or any other legal proceedings between the Parties relating to this Agreement, each Party expressly waives the defence of sovereign immunity and any other defence based on the fact or allegation that it is an agency or instrumentality of a sovereign state. Such waiver includes a waiver of any defence of sovereign immunity in respect of enforcement of arbitral awards and/or sovereign immunity from execution over any of its assets.
- 17.2.4 All arbitral proceedings as well as any and all information, documentation and materials in any form disclosed in the proceedings shall be strictly confidential.

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SERVICE AGREEMENT APPENDIX 3 SERVICE CHARGES

1. GENERAL

1.1 This Appendix 3 stipulates the rules and principles for the Service Charges payable by Purchaser to Service Provider for Services delivered under the Service Agreement.

2. DEFINITIONS

2.1 Any capitalised terms used but not specifically defined herein shall have the meanings set out for such terms in the Service Agreement. In addition, the capitalised terms set out below in this Section 2 shall for the purposes of this Service Specification have the meanings described herein. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

3. SERVICE CHARGES

- 3.1 The Service Charges for the AECQ support services before SOP are further described and outlined in this Section 3.
 - 3.2 Service Charges for 2021 and 2022
 - 3.2.1 The Service Charges for 2021 amount to [***]RMB including mark-up and excluding VAT as specified below.

Service	Service charge excluding mark-up, excl. VAT	Service charge including mark-up, excl. VAT
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
Total	[***]	[***]

3.2.2 The Service Charges for 2022 amount to [***]RMB including mark-up and excluding VAT as specified below.

Service	Service charge excluding mark-up, excl. VAT	Service charge including mark-up, excl. VAT			
[***]	[***]	[***]			
[***]	[***]	[***]			
[***]	[***]	[***]			
[***]	[***]	[***]			
[***]	[***]	[***]			
[***]	[***]	[***]			
[***]	[***]	[***]			
[***]	[***]	[***]			
Total	[***]	[***]			

3.3 Service Charges for 2023

3.3.1 The estimated number of hours required to perform the Services specified in Appendix 1 during the period 1 January – 31 December 2023 and the estimated Service Charges for this period including mark-up and excluding VAT are set forth below.

Service China	Estimation of hours	Hourly rate excl. Mark-up (RMB)	Hourly rate incl. Mark-up (RMB)	Estimated Service Charges (RMB)
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
Total	[***]			[***]

Service Europe	Estimation of hours	Hourly rate excl. Mark-up (SEK)	Hourly rate incl. Mark-up (SEK)	Estimated Service Charge (SEK)		
[***]	[***]	[***]	[***]	[***]		
Total	[***]			[***]		

The Service Charges for the service activities from Europe will be invoiced by Service Provider in the currency RMB the following month with the exchange rate SEK/RMB valid at the time.

3.4 Service Charges for 2024

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The estimated number of hours required to perform the Services specified in Appendix 1 as of 1 January until the termination of this Agreement the estimated Service Charges for this period should be communicated by Service provider to Buyer no later than November 2023 and should be within the budget agreed between the Parties and approved by the Steering Committee.

3.5 The Parties further acknowledge that the number of hours required to perform the Services for 2023 above in Section 3.2 are estimates, whereby the Parties acknowledge that the actual amounts payable for the Service Provider's Services for 2023 might be both higher and lower than the estimation shown above. The actual settlement amounts should be approved by both Parties, and the Purchaser has the right to be notified by the Service Provider with relevant deliverables and breakdowns of the actual hours. Notwithstanding the foregoing, the total Service Charges to be paid by the Purchaser under this Agreement shall not exceed the relevant budget approved by the Steering Committee.

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MEMORANDUM OF UNDERSTANDING

Dated 27 DECEMBER 2022

between

POLESTAR AUTOMOTIVE (CHONGQING) CO., LTD.

and

ASIA-EUROPE NEW ENERGY AUTOMOBILE MANUFACTURING (CHONGQING) CO. LTD.

Agreement No.: GEE21-009

This Memorandum of Understanding is made on 27 December 2022 between:

(1) **Polestar Automotive (Chongqing) Co., Ltd.**, 91500000MA61BD5F9T, a corporation organized and existing under the laws of People's Republic of China ("**PSCQ**")

and

(2) Asia-Europe New Energy Automobile Manufacturing (Chongqing) Co. Ltd., Reg. No. 91500000MA614ANX4E, a corporation organized and existing under the laws of People's Republic of China ("AECQ"),

PSCQ and AECQ are each referred to as "Party", and collectively, as "Parties".

Recitals

A. As of the date of signing the MoU, PSCQ is the operating party on behalf of AECQ and will operate the complete[***] project on behalf of AECQ according to the mutual agreement between the Parties.

B. During the [***] Indirect Procurement ("**IDP**") process, PSCQ is in charge of all IDP materials procurement, including sourcing, negotiation and execution of purchasing contractual documents (including supply agreement, general term and conditions and purchase order) with suppliers, and meanwhile PSCQ is appointed and empowered to have the purchasing money paid by AECQ from AECQ's account according to the Power of Attorney dated 21 December 2022 ("**PoA**").

C. In anticipation of negotiating and executing the Service Level Agreement ("SLA") to be concluded, the Parties wish to enter into this Memorandum of Understanding ("MoU") to set out the basis of understanding for cooperation in respect to IDP. Parties shall cooperate and negotiate in good faith to ensure that the matters and terms contained in this MoU are incorporated and reflected in the SLA.

In respect of [***] IDP, Parties agreed as follow:

1. Work Flow

In the event of PSCQ initiating IDP payment application, the Work Flow as set forth in <u>Appendix A</u> shall apply.

2. Obligations of the Parties

- 2.1 As agreed by the Parties, the obligations of PSCQ are
 - (a) to source, and negotiate and execute IDP contractual documents (including supply agreement, general terms and conditions and purchase order) (the "IDP Agreements") with suppliers under which AECQ shall only be the signing party of purchase order to call off or place purchase orders in due course, unless otherwise required according to the then circumstances (e.g., the IDP Agreements requiring AECQ to be a signing party as a must) which shall be agreed upon by the Parties.
 - (b) to consistently take the lead and be the primary responsible party, to the extent possible and legally allowed, in the dialogue, settlement and/or dispute resolution with third-party suppliers should any actual or potential disputes (including quality issues) occur;
 - (c) should AECQ have to take the lead in the foregoing process with third-party suppliers due to the legal requirements or be held liable in the first place, PSCQ shall use its best efforts to support and defend AECQ in connection therewith;

- (d) to bear any and all liabilities related to the IDP Agreements, such as the liabilities which are attributable to or caused by PSCQ or third-party suppliers (other than the liabilities attributable to or caused by AECQ such as delayed payment attributable to AECQ solely), including the liabilities of or arising from procurement (sourcing).
- 2.2 As agreed by the Parties, the obligations of AECQ are
 - (a) to use its best efforts to support PSCQ when PSCQ takes the lead and is the primary responsible party to settle the disputes with third-party suppliers according to Section 2.1(b) above, if necessary.
 - (b) to pay to the designated suppliers under PSCQ's instruction upon the documentation required under the Work Flow and under the approved budget (the budget approved by the Chongqing plant steering committee (the 'Steering Committee')), which shall not be unreasonably withheld or delayed; any additional documents outside of the Work Flow required by AECQ must be under special and limited circumstances and on a "must-tohave" basis, as required by applicable law and regulations as well as the procedures and requirements of the AECQ plant as agreed upon between the Parties, and always be subject to PSCQ's legal obligations and undertakings towards third parties (such as confidentiality)
- 2.3 It is mutually understood that the procurement process and IDP Agreements with third parties may inevitably require a joint effort and cooperation by and between both Parties according to RASIC due to the intrinsic nature of the set-up and the practicalities and for the best interest of both Parties despite that PSCQ shall take the lead in the whole process.

3. Warranties and Undertakings

- 3.1 PSCQ hereby warrants and undertakes to AECQ that:
 - (a) PSCQ shall follow all procedural requirements regarding the Work Flow, and AECQ system rules regarding the account access, data security and data integrity, including ensuring any PSCQ internal authorization needed for IDP purchasing is available and valid.
 - (b) all IDP materials to be purchased shall be direct relevant to the agreed functions of AECQ.
- 3.2 AECQ hereby warrants and undertakes to PSCQ that it will follow all procedural requirements regarding the Work Flow.

4. Liabilities of Breach

- 4.1 PSCQ shall indemnify and hold AECQ harmless from any direct loss and damage caused by or attributable to PSCQ or third-party suppliers (other than the direct loss and damage caused by or attributable to AECQ such as delayed payment attributable to AECQ solely) related to the IDP Agreements under this MoU.
- 4.2 AECQ shall indemnify and hold PSCQ harmless from any direct loss and damage caused by and attributable to AECQ related to the IDP Agreements under this MoU.
- 4.3 In the event of any loss and damage of IDP materials covered by any insurance of the AECQ plant, subject to RASIC and other agreements between the Parties, PSCQ shall take the lead to claim insurance compensation in the name of or on behalf of AECQ. AECQ shall provide necessary assistance as reasonably required by PSCQ.
- 4.4 The Parties shall discuss and agree in good faith upon any loss and damage not specified under this MoU and/or the SLA, including escalating the issues in question to the Steering Committee if applicable.

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Agreement No.: GEE21-009

5. Ownership of Property

PSCQ and AECQ agree that the ownership of all IDP material sourced by PSCQ and ordered and paid by AECQ will be owned by AECQ but always subject to the underlying procurement agreements with third-party suppliers.

6. Other Covenants

The Parties agree that a detailed IDP budget for the launch phase, and any related budget changes shall be prepared in accordance with RASIC and Delegations of Authorities agreed by the Parties and approved by the Steering Committee in advance.

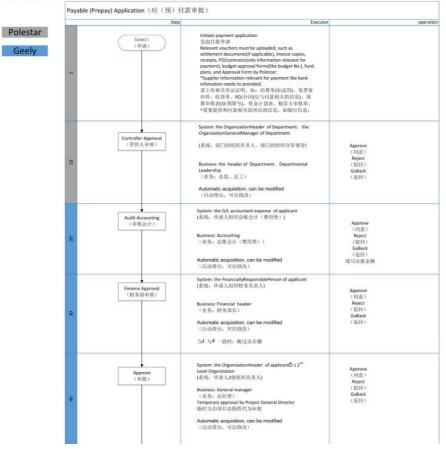
7. MISCELLAENOUS

This MoU shall be appended to and form an integral part of the SLA (with necessary changes if agreed upon by the Parties).

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Agreement No.: GEE21-009

Appendix A Work Flow (Note: This is a temporary process and will be replaced by an updated one upon agreement between both parties.)



SS	Cashier (出約)	System: the Teller of applicant (系统:中端人组织出的) Business: Teller (业务: 出始) Automatic acquisition, can be modified (自动世出:可以终改)	Approve (印章) Reject 《记日) GGBack (记日)
3	General Ledger (急账)	System: the Level 2 Extended Attributes of applicant about General Ledger Accounting (有需定: 現地人之間で 派域性急能会计-往来页) Business: General Ledger (金介, 点数会计)	Approve (词意) GoBack (近时)
92	End (给束)	Mail notic I mail/Address of applicant (邮件通知中销人)	

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Agreement No.: GEE21-009

(Signature page)

The Parties may execute this MoU in counterparts, including electronic copies, which taken together will constitute one instrument.

This Agreement has been signed in four (4) originals, of which each Party has received two (2) originals.

Polestar Automobile (Chongqing) Co., Ltd.	Asia Europe New Energy Vehicle Manufacturing (Chongqing) Co., Ltd.
Benoit Demeunynck	
Signature of legal representative/or authorized representative	Signature of legal representative/or authorized representative
Benoit Demeunynck Managing	
Director	Name and title of authorized representative
Name and title of authorized representative	
Frank Wang	
Signature of legal representative/or authorized	Signature of legal representative/or authorized
representative	representative
Frank Wang China CFI	
Name and title of authorized representative	Name and title of authorized representative

Signing Date: 2023.1.9

Signing Date:

承诺书 Letter of Undertaking

致亚欧新能源汽车制造(重庆)有限公司:

To Asia Europe New Energy Vehicle Manufacturing (Chongqing) Co., Ltd.

根据 Polestar Performance AB("PPAB")、极星汽车(重庆)有限公司("PSCQ")与亚欧新能源 汽车制造(重庆)有限公司("AECQ")于 2022 年 7 月 26 日签署的[***]项目试制车供货协议(" 供货协议")精神,且经各方达成一致,[***]项目所涉试制车("VP车")料件以及双方不时约定 的其他材料(如 MTO 和 AVB)进口事宜,由 AECQ 作为收货主体,并委托第三方报关公司进行 进口申报。鉴于 PSCQ 是代运营方,将代表 AECQ 运营完整的[***] VP 车制造项目, PPAB 研发 部门为[***]项目 VP 车料件的需求确认方, PSCQ 与 PPAB 连带地向 AECQ 作出以下承诺: Pursuant to contractual spirit of [***] Prototype Supply Agreement dated 26 July 2022 entered into by Polestar Performance AB ("PPAB"), Polestar Automobile (Chongqing) Co., Ltd. ("PSCQ") and Asia-Europe New Energy Automobile Manufacturing (Chongqing) Co. Ltd ("AECQ") (the "Supply Agreement"), and after agreement reached by all the parties, AECQ shall be the accepting party of the import of materials and parts for the VP prototypes ("VP Prototypes") involved in the [***] project as well as other materials (such as MTO and AVB) as agreed upon by the Parties from time to time, AECQ shall engage a third-party customs declaration company to make the import declaration. Given that PSCQ is the Managerial Party and will operate the complete [***] VP Prototypes manufacturing project on behalf of AECQ, and the R&D department of PPAB is the confirming party of the requirements for the VP Prototypes materials and parts of the [***] project, PSCQ and PPAB jointly undertake the following towards AECQ:

 PSCQ 与 PPAB 遵守与 AECQ 关于[***]项目试制车相关的所有合同的所有条款与条件,并遵 守所有适用法律法规(包括但不限于与国际运输、货物进出口、税务有关的法律法规),并 要求相关供应商遵守所有适用法律法规(包括但不限于与国际运输、货物进出口、税务有关 的法律法规),例如(1)进口货物单据应与实际进口货物内容、数量相符;(2)不夹带任 何单据以外的物品,不夹带海关违禁品;(3)进口货物的包装应满足运输要求(如适用),如 使用木制包装需在外包装上加施 IPPC 标识并提供熏蒸证明,以符合中国海关要求等等。

Agreement no.: GEE22-009

PSCQ and PPAB shall comply with all terms and conditions of all contracts relating to AECQ in relation to the [***] project prototype vehicle, and comply with all applicable laws and regulations (including but not limited to laws and regulations related to international transportation, import and export of goods, and tax). PSCQ and PPAB shall require relevant suppliers to comply with all applicable laws and regulations (including but not limited to laws and regulations related to international transportation, import and export of goods, and tax), such as (1) the import documents should be consistent with the content and quantity of the actual imported goods; (2) no items should be carried; (3) the packaging of imported goods should meet the transportation requirements, such as

the use of wooden packaging, the IPPC logo should be applied to the outer packaging and provision of the fumigation certificate (if applicable), to meet the requirements of Chinese customs, etc.

2、 PSCQ 与 PPAB 应尽最大努力积极配合 AECQ 与其委托的第三方报关公司对[***]项目 试制车料件进行进口报关,且在进口货物到达前尽可能快但不晚于 7 日前(如果实际可行)向 AECQ 书面提供拟进口货物清单(经与 AECQ 确认后, PSCQ 和 PPAB 可随后根据实际情况对 该清单进行合理修改)。

PSCQ and PPAB shall use their best efforts to actively cooperate with AECQ and its engaged thirdparty customs brokers on the [***] project VP production of vehicle materials for import customs declaration, and a written list of goods to be imported shall be provided to AECQ as quickly as practical but by no later than 7 days (to the extent practically possible) before the shipment of the imported goods, which can always be reasonably amended by PSCQ and PPAB afterwards based on the actual circumstances after agreement with AECQ.

3、PSCQ 与 PPAB 承诺(1)所有进口 VP 车料件仅用于[***]项目的试制车生产,符合双方协议约定的由 AECQ 负责的进口范围(即 VP 车造车零件),且零件造车后不在中国境内进行销售,以及承诺(2)所有进口的其他材料(如 MTO 和 AVB)仅用于用于产品发布和 AECQ 工厂设置和验证(成本类别有待双方进一步讨论),或以上进口货物用于双方不时约定的任何其他目的。

PSCQ and PPAB undertake that (1) all imported materials and parts of VP Prototypes will be used exclusively for the production of prototype vehicles under the [***] project, in accordance with scope of import under AECQ's responsibilities as agreed under the agreement between the two parties (i.e. VP Prototype manufacturing parts), and will not be sold in China after the car is

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manufactured from parts, and undertakes that (2) the other materials imported (such as MTO and AVB) will be used exclusively for the product launch and AECQ plant set-up and verification (cost categories subject to further discussion between the Parties), or the imported goods will be used for any other purposes as agreed upon by the Parties from time to time.

因国际运输、货物进口事宜(包括但不限于 PSCQ 与 PPAB 因违反上述承诺而导致的责任) 对 AECQ 造成了损失,如罚金、滞纳金等、供货协议第 9.1 条与第 9.2 条自动适用。因清关 过程导致 P611 项目延迟等责任均由 PSCQ 与 PPAB 承担,与 AECQ 无关。若 PSCQ 与 PPAB 怠于处理,为了防止进一步的损失,AECQ 有权主动采取一切必要及时的行动,在该 等情况下 PSCQ 与 PPAB 应根据供货协议第 9.1 条与第 9.2 条共同连带赔偿 AECQ 因此产生 的所有损失。但是,AECQ 将采取其控制范围内的合理措施,以减轻本承诺书项下的损失。 In the event that AECQ is suffered from any loss caused by international transportation, import of goods (including but not limited to liabilities of PSCQ and PPAB for breach of the foregoing commitments), such as fines, late fees, Section 9.1 and 9.2 of the Supply Agreement shall be applied. And any delays in the [***] project due to customs clearance process shall be bone PSCQ and PPAB, and shall not be relevant to AECQ. If PSCQ and PPAB fail to deal with it, AECQ shall have the right to take all necessary and timely actions on its own initiative in order to prevent further losses, in which case PSCQ and PPAB shall jointly and severally indemnify AECQ for all losses arising therefrom according to Sections 9.1 and 9.2 of the Supply Agreement. However, AECQ will take reasonable measures, within its control, to mitigate the losses under this Letter of Undertaking. Sections 11 (Confidential Information), 14 (Governing Law) and 15 (Dispute Resolution) of the Supply Agreement shall be deemed as restated herein and be applicable to this Letter of Undertaking.

(以下无正文,为承诺书签字页)

(No text hereunder / Signature page)

Agreement no.: GEE22-009

Polestar Performance AB	极星汽车(重庆)有限公司					
Anna Rudensjö Dennis Nobelius 授权代表签字: Signature of authorized representative	Polestar Automobile (Chongqing) Co., Ltd. Benoit Demeunynck Frank Wang 法定代表人/或授权代表签字: Signature of legal representative/or authorized representative					
授权代表姓名与职务: Name and title of authorized representative Anna Rudensjö General Counsel Dennis Nobelius Chief Operating Officer	授权代表姓名与职务: Name and title of authorized representative Benoit Demeunynck Managing Director Frank Wang China CFO					
盖章/Stamp:	盖章/Stamp:					
签署日期: 2022 年 12 月 21 日 Signing date: 2022.12.21	签署日期: 2022 年 月 日					

Signing date:

Appendix 6 Financial Reporting Template, Agreement no. GEE21-009

							[Calende	or year]					1	[Year]
		January	February	March	April	May	June	July	August	September	October	November	December	
		Act/Fcst	Full Year											
		[Currency]	(Currency											
Present Status Services China														
Plant Launch		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0
Plant Launch Digital		0.000	0.000	0.000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0.00
HR		0.000	0.000	0.000	0,000	0.000	0,000	0,000	0,000	0,000	0,000	0,000	0.000	0.0
HR Manufacturing Engineering		0,000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0,000	0,000			0,000
Indirect Procurement		0.000	0.000	0.000	0,000	0.000	0,000	0,000	0.000	0,000	0.000	0.000	0,000	0.00
inance		0.000	0.000	0.000	0,000	0.000	0,000	0,000	0,000	0,000	0,000		0,000	0.00
ogistics		0.000	0.000	0,000	0,000	0.000	0,000	0.000	0.000	0.000	0.000	0,000	0.000	0.0
Plant management		0.000	0.000	0.000	0.000	0.000	0,000	0.000	0.000	0.000	0.000	0.000	0.000	0.0
Blue collar plant launch		0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,0
Services Europe														
Digital		0.000	0.000	0.000	0.000	0.000	0,000	0,000	0.000	0,000	0,000	0.000	0,000	0.0
ogistics		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0
Subtotal Status		0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,0
ours White Collars	Hourly rate [Currency] [Amoun	1 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0
ours White Collars ours Blue Collars	[Currency] [Amoun [Currency] [Amoun		0.00	0.00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	
iours blue Collars	[Corrency] [Amoun	0.00	0.00	0.00	0,00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

[***] Chongqing Service Level Agreement Expense

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

SERVICE AGREEMENT, [***] DEVELOPMENT SERVICES MAIN DOCUMENT

Name of Project: [***]) Development Services

Short description of activities under this Service Agreement: The Service Provider will provide R&D service related to the development of [***]hereinafter referred to as "[***] project".

This Service Agreement is among

Wuxi InfiMotion Propulsion Technology Co., Ltd, registration number 91320206MA7G6F9X54, a limited liability company incorporated under the laws of People's Republic of China ("InfiMotion Wuxi").

Infimotion Technology Europe AB, registration number 559384-9432, a limited liability company incorporated under the laws of Sweden ("**InfiMotion EU**").

Polestar Performance AB, registration number 556653-3096, a limited liability company incorporated under the laws of Sweden ("Purchaser" or "PPAB").

Polestar Automotive China Distribution Co., Ltd, Reg. No. 91510112MA6D05KT88, a corporation organized and existing under the laws of People's Republic of China ("**PACD**").

InfiMotion Wuxi and InfiMotion EU are herein jointly and individually referred to as the "Service Provider" or "InfiMotion". Each of Service Provider and Purchaser is hereinafter referred to as a "Party" and jointly as the "Parties".

BACKGROUND

- A. The Parties have determined that Service Provider shall provide to Purchaser certain Services (as defined in the General Terms), which are further described in the Service Specification in Appendix 1. The provision of the Services shall be performed in accordance with the terms in this service agreement and its appendices (the "Service Agreement").
- B. Purchaser now wishes to enter into this Service Agreement for the purpose of receiving the Services and Service Provider wishes to provide the Services in accordance with the terms set forth in this Service Agreement.
- C. In light of the foregoing, the Parties have agreed to execute this Service Agreement.

AGREEMENT

SA IP TEMPLATE VERSION 200304

1

Agreement No.: GEE22-004

1. GENERAL

- 1.1 This Service Agreement consists of this main document (the "Main Document") and its appendices. This Main Document sets out the specific terms in respect of the provision of the Services, whereas Appendix 2 sets out certain general terms and conditions applicable to the Parties' rights, obligations and the performance of the Parties' activities hereunder (the "General Terms").
- 1.2 All capitalized terms used, but not specifically defined in this Main Document, shall have the meaning ascribed to them in the General Terms.

2. SERVICE SPECIFICATION

2.1 The Parties have agreed upon the scope and specification for the Services as specified in the Service Specification in Appendix 1.

2.2 With prejudice to Section 11, the detailed break-down of the Services to be performed between InfiMotion Wuxi and InfiMotion EU should be agreed upon by the Parties and correspond to the respective underlying amount of payment.

3. AFFILIATE

- 3.1 Affiliate shall for the purpose of this Service Agreement have the following meaning:
- 3.2 **"Affiliate**" means any other legal entity that, directly or indirectly, is controlled by or is under common control with Polestar Performance AB or Wuxi InfiMotion Propulsion Technology Co., Ltd; and control means the possession, directly or indirectly, by agreement or otherwise, of (i) at least 50% of the voting stock, partnership interest or other ownership interest, or (ii) the power (a) to appoint or remove a majority of the board of directors or other governing body of an entity, or (b) to cause the direction of the management of an entity.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 The Parties agree that the Purchaser shall be the exclusive owner of all Results (as defined in the General Terms in Appendix 2) developed through the performance of the Services in accordance with what is set forth in Section 5.2.1 in the General Terms and shall thus be deemed the Results Owner (as defined in the General Terms in Appendix 2).
- 4.2 The Parties shall enter into a separate agreement for the purchase of [***]manufactured by the Service Provider and the license fee [***].

5. SERVICE CHARGES

- 5.1 In consideration of Service Provider's performance of the Services under this Service Agreement, Purchaser shall pay to Service Provider the service charges as further described below (the "Service Charges").
- 5.2 The Service Charges is a fixed price compensation calculated based on the estimated hours and resources required for the Services to be performed by Service Provider. The Service

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Agreement No.: GEE22-004

Charge is set forth in the Service Specification in Appendix 1A and Appendix 1C is based on the ESOW signed June 30, 2023 with some amendment.

- 5.3 The Service Charges for the Tier 2 supplier tooling cost according to item 3 in the Service Specification in Appendix 1A will be based on the actual cost payable by the Service Provider and will be purchased by Polestar Automotive China Distribution Co., Ltd.
- 5.4 The Parties have agreed that part of the Service charges will [***]under a separate sale and purchase agreement as further described in Appendix 1C.
- 5.5 The Service Charges shall be paid in the currency: CNY
- 5.6 If any proposed change will affect cost or timing, Parties will negotiate in good faith on an equitable price adjustment, delivery terms, or other appropriate adjustments.

6. PAYMENT

- 6.1 If Service Provider, pursuant to the General Terms, appoints its Affiliates and/or subcontractors to perform the Services under this Service Agreement, Service Provider shall include the costs relating to such work in the invoices to Purchaser.
- 6.2 The actual Service Charges shall be invoiced by and paid to the relevant Service Provider according to the payment plan in Appendix 1B and paid by Purchaser and/or PACD in accordance with what is set out in the General Terms in RMB in the payment plan in Appendix 1B.

7. GOVERNANCE FORUM

- 7.1 The Parties agree that governance in respect of this Service Agreement shall be handled in accordance with what is set out in the General Terms in Appendix 2. When reference is made to a relevant governance forum, it shall for the purpose of this Service Agreement have the meaning set out below in this Section 7.
- 7.2 The first level of governance forum for handling the co-operation between the Parties in various matters, handling management, prioritisation of development activities etc. under the Service Agreement shall be the "Steering Committee", which regarding cooperation between Service Provider and Purchaser is the so called InfiMotion/Polestar Steering Committee. The Steering Committee shall be the first level of governance forum

established by the Parties for handling the cooperation between them in respect of various matters.

7.3 The higher level of governance forum, to which an issue shall be escalated if the Steering Committee fails to agree upon a solution shall be the "Strategic Board", which regarding cooperation between Service Provider and Purchaser is the so called Executive Meeting between the CEO and CFO of the Service Provider and the Purchaser. The Strategic Board

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Agreement No.: GEE22-004

shall be the highest level of governance forum established by the Parties for handling the cooperation between them in respect of various matters.

8. TERRITORY

8.1 For the purposes of this Service Agreement, the "Territory" shall mean all countries in the world.

9. ORDER OF PRIORITY

- 9.1 In the event there are any contradictions or inconsistencies between the terms of this Main Document and any of the Appendices hereto, the Parties agree that the following order of priority shall apply:
 - (1) This Main Document
 - (2) Appendix 2, General Terms Service Agreement
 - (3) Appendix 1, Service Specification
 - (4) Appendix 3, ESOW (signed June 30, 2023)
 - (5) Appendix 4, Technology categorization and InfiMotion Background IP Specification

10. NOTICES

- 10.1 All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Service Agreement shall be sent to the following addresses and shall otherwise be sent in accordance with the terms in the General Terms:
 - (a) To Service Provider:

Wuxi InfiMotion Propulsion Technology Co., Ltd Attention: [***] [***] With a copy not constituting notice to:

Wuxi InfiMotion Propulsion Technology Co., Ltd Attention: [***] Email: [***]

(b) To Purchaser:

Polestar Performance AB Assar Gabrielssons väg 9 405 31 Göteborg Sweden Attention: [***]

[***]

SA IP TEMPLATE VERSION 200304

With a copy to: Polestar Performance AB Assar Gabrielssons väg 9 405 31 Göteborg Sweden Attention: General Counsel [***]

11. OVERALL RESPONSIBILITY AND GUARANTEE

11.1 Notwithstanding anything in this Agreement, InfiMotion Wuxi shall procure and take the overall responsibility for the full performance and fulfilment of the obligations and undertakings of the Service Provider (including InfiMotion EU) under this Service Agreement.

12. RESTROSPECTIVITY

12.1 This Service Agreement shall have a retrospective effect to cover all the actions and execution prior to the date of this Service Agreement in relation to the subject matters hereunder.

[SIGNATURE PAGE FOLLOWS]

SA IP TEMPLATE VERSION 200304

5

Agreement No.: GEE22-004

This Service Agreement has been signed in four (4) originals, one (1) to the Purchaser, one (1) to InfiMotion Wuxi, one (1) to InfiMotion EU and one (1) to PACD.

WUXI INFIMOTION PROPULSION TECHNOLOGY CO., LTD.	INFIMOTION TECHNOLOGY EUROPE AB
By: /s/ Xiaozhe Lin	By: /s/ Albert Pettersson
Printed Name: Xiaozhe Lin	Printed Name: Albert Pettersson
Title: CEO	Title: CEO

Date: 2023-11-03	Date: 2023-10-25	
By: Printed Name: Title: Date:	By: /s/ Xiaozhe Lin Printed Name: Xiaozhe Lin Title: Chairman of the Board Date: 2023-11-03	
POLESTAR PERFORMANCE AB	POLESTAR AUTOMOTIVE CHINA DISTRIBUTION CO., LTD.	
By: /s/ Jonas Engström	By: /s/ Wu <u>HuiJing (</u> Ellie)	
Printed Name: Jonas Engström	Printed Name: Wu <u>HuiJing (</u> Ellie)	
Title: Head of Operations	Title: Authorised Signatory	
Date: 2023-10-20	Date: 2023-11-29	
By: /s/ Anna Rudensjö	Ву:	
Printed Name: Anna Rudensjö	Printed Name:	
Title: General Counsel	Title:	
Date: 2023-10-23	Date:	
SA IP TEMPLATE VERSION 200304	6	

Agreement No.: GEE22-004

SERVICE AGREEMENT [***] DEVELOPMENT SERVICES APPENDIX 1 SERVICE SPECIFICATION

[***]

SERVICE AGREEMENT [***] DEVELOPMENT SERVICES APPENDIX 2 GENERAL TERMS

1. BACKGROUND

1.1 This Appendix 2, General Terms – Service Agreement, (the "General Terms") is an Appendix to the Main Document and is an integrated part of the Service Agreement entered into among Service Provider, Purchaser and PACD.

2. DEFINITIONS

- 2.1 For the purpose of these General Terms, the following terms shall have the meanings assigned to them below. All capitalized terms in singular in the list of definitions shall have the same meaning in plural and *vice versa*. Any capitalized terms used, but not specifically defined below in this Section 2, shall have the meaning ascribed to them in the Main Document.
- 2.2 "Appendix" means an appendix to the Main Document.
- 2.3 "Background IP" means the Intellectual Property Rights either:
 - (a) owned by either of the Parties;
 - (b) created, developed or invented by directors, managers, employees or consultants of either of the Parties;
 - (c) to which the Party has licensed rights instead of ownership and the right to grant a sublicense

prior to the execution of this Service Agreement, and any Intellectual Property Rights developed or otherwise acquired independently of this Service Agreement.

- 2.4 "Change Management" means maintenance and development of the Results to be performed 90 days after the start of production of the first vehicle in which the Results are installed, incorporated, included or otherwise used, and which are driven by for example legal requirements or changes in other products/parts having an effect on the Results.
- 2.5 **"Confidential Information**" means any and all non-public information regarding the Parties and their respective businesses, whether commercial or technical, in whatever form or media, including but not limited to the existence, content and subject matter of this Service Agreement, information relating to Intellectual Property Rights, concepts, technologies, processes, commercial figures, techniques, algorithms, formulas, methodologies, knowhow, strategic plans and budgets, investments, customers and sales, designs, graphics, CAD models, CAE data, statement of works (including engineering statement of works and any high level specification), targets, test plans/reports, technical performance data and engineering sign-off documents and other information of a sensitive nature, that a Party learns from or about the other Party prior to or after the execution of this Service Agreement.

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- 2.6 **"Data Room**" means the secure environment personal approved access information sharing platform agreed to be used between the Parties for making available the Results to Purchaser.
- 2.7 "Disclosing Party" means the Party disclosing Confidential Information to the Receiving Party.
- 2.8 "ESOW" means the Engineering Statement Of Work attached in Appendix 3.
- 2.9 **"EU Data Protection Laws**" shall mean collectively, any applicable data protection, privacy or similar law generally applicable to the processing of personal data, including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and any act or piece of national legislation implementing, supporting or otherwise incorporating said regulation, including any amendment made to any of the foregoing.
- 2.10 "Force Majeure Event" shall have the meaning set out in Section 15.1.1.
- 2.11 **"InfiMotion Background IP"** means the Background IP owned by InfiMotion, including Intellectual Property related to the P10 V2 Gearbox as specified in Appendix 4 which is owned by the Service Provider.
- 2.12 **"Industry Standard**" means the exercise of such professionalism, skill, diligence, prudence and foresight that would normally be expected at any given time from a skilled and experienced actor engaged in a similar type of undertaking as under this Service Agreement.
- 2.13 **"Intellectual Property Rights**" or "**IP**" means Patents, Non-patented IP, rights in Confidential Information and Know-How to the extent protected under applicable laws anywhere in the world. For the avoidance of doubt, Trademarks are not comprised by this definition.
- 2.14 **"Know-How"** means confidential and proprietary industrial, technical and commercial information and techniques in any form including (without limitation) drawings, formulae, test results, reports, project reports and testing procedures, instruction and training manuals, tables of operating conditions, specifications, component lists, market forecasts, lists and particulars of customers and suppliers.
- 2.15 **"Licensed Results"** means any IP in modifications of parts defined as Modified Parts as described in Appendix 4 that will be developed as outcome of the Services provided to Purchaser under this Service Agreement but excluding InfiMotion Background IP in such parts.
- 2.16 **"Main Document**" means the contract document (with the heading "Main Document -Service Agreement"), which is signed by Service Provider and Purchaser, to which these General Terms are an Appendix.
- 2.17 "Non-patented IP" means copyrights (including rights in computer software), database rights, semiconductor topography rights, rights in designs, and other intellectual property rights (other than Trademarks and Patents) and all rights or forms of protection having

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equivalent or similar effect anywhere in the world, in each case whether registered or unregistered, and registered includes registrations, applications for registration and renewals whether made before, on or after execution of this Service Agreement.

- 2.18 **"Patent**" means any patent, patent application, or utility model, whether filed before, on or after execution of this Service Agreement, along with any continuation, continuationin-part, divisional, re-examined or re-issued patent, foreign counterpart or renewal or extension of any of the foregoing.
- 2.19 "Polestar Group" means Polestar Automotive Holding Limited and all entities, directly or indirectly, controlled by Polestar Automotive Holding Limited and control means the possession, directly or indirectly, by agreement or otherwise, of (i) at least 50% of the voting stock, partnership interest or other ownership interest, or (ii) the power (a) to appoint or remove a majority of the board of directors or other governing body of an

entity, or (b) to cause the direction of the management of an entity.

- 2.20 [***]
- 2.21 "Receiving Party" means the Party receiving Confidential Information from the Disclosing Party.
- 2.22 "Results" shall mean any outcome of the Services [***]
- 2.23 **"Results Owner**" shall mean the Party which shall be the owner of the Results in accordance with what is set forth in Section 5.2.
- 2.24 **"Services"** shall mean the services to be performed by Service Provider to Purchaser hereunder, including all services under the Appendices attached hereto.
- 2.25 "Service Agreement" means the Main Document including all of its Appendices and their Schedules as amended from time to time.
- 2.26 **"Service Charges**" means the service charges as set forth or referenced to in the Main Document.
- 2.27 **"Service Specification**" describes the Services to be provided by Service Provider to Purchaser hereunder including (if applicable) a time plan for the provision of the Services, which is included as Appendix 1 in this Service Agreement.
- 2.28 "Third Party" means a party other than any of the Parties and/or an Affiliate of one of the Parties to this Service Agreement.
- 2.29 **"Trademarks**" means trademarks (including part numbers that are trademarks), service marks, logos, trade names, business names, assumed names, trade dress and get-up, and domain names, in each case whether registered or unregistered, including all applications, registrations, renewals and the like, in each case to the extent they constitute rights that are enforceable against Third Parties.
- 2.30 **"Use"** means to have made by InfiMotion or by a manufacturer approved by InfiMotion, keep, install, integrate, assemble, incorporate, service or repair, including in the case of installation, integration, assembly, service or repair, the right to have a subcontractor of any tier carry out any of these activities on behalf of Purchaser.

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2.31 The right to "have made" is the right of Purchaser to have another person (or their subcontractor of any tier) make for Purchaser and does not include the right to grant sublicenses to another person to make for such person's own use or use other than for Purchaser.

3. PROVISION OF SERVICES

- 3.1 Service Specification. The Parties have agreed upon the scope and specification of the Services provided under this Service Agreement in the Service Specification.
- 3.2 Making available the Results.
- 3.2.1 Service Provider shall make the Results (or if not finalised, any part of the Results that has been finalised) available to Purchaser within the timeframes specified in the Service Specification, but under all circumstances promptly after any part of the Results has been finalised. The Results shall only be made available in a Data Room, unless otherwise agreed between the Parties according to Appendix 1 Section 3.4.
- 3.2.2 The Results (or any finalised part thereof) shall be deemed made available by Service Provider to Purchaser if such files have been electronically loaded into and made accessible by Service Provider in the Data Room agreed upon, unless otherwise agreed between the Parties according to Appendix 1 Section 3.4.
- 3.3 **Change Management.** Service Provider has an obligation to, upon Purchaser's request, perform Change Management in relation to the developed Results, such as changes required in order to maintain functionality, adjust the Results due to new technical solutions etc. For the avoidance of doubt, the performance of Change Management is however not governed by this Service Agreement, but shall be subject to a separate agreement between the Parties, which the Parties upon either Party's request shall execute.
- 3.4 Service Recipients. In addition to Purchaser, all of Purchaser's Affiliates shall be entitled to receive and use the Services under this Service Agreement. Nevertheless, Purchaser shall be Service Provider's sole point of contact and shall be responsible for payment of the Service Charges as set forth in this Service Agreement, irrespectively of whether it is Purchaser or any of Purchaser's Affiliates that in reality received and used the Services.

- 3.5 Subcontractors.
- 3.5.1 The Parties acknowledge that Service Provider may use its Affiliates and/or subcontractors to perform the Services under this Service Agreement, provided that Service Provider informs Purchaser thereof.
- 3.5.2 Service Provider shall however remain responsible for the performance, and any omission to perform or comply with the provisions of this Service Agreement, by any Affiliate to Service Provider and/or any subcontractor to the same extent as if such performance or omittance was made by Service Provider itself. Service Provider shall also remain Purchaser's sole point of contact unless otherwise agreed.
- 3.6 **Relationship between the Parties.** The Parties are acting as independent contractors when performing each Party's respective obligations under the Service Agreement. Neither Party nor its Affiliates are agents for the other Party or its Affiliates and have no authority to

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represent them in relation to any matters. Nothing in these General Terms or the Service Agreement shall be construed as to constitute a partnership or joint venture between the Parties.

4. SERVICE REQUIREMENTS

- 4.1 All Services shall be performed in accordance with the requirements set forth in this Service Agreement, including the Service Specification, and otherwise in a professional manner.
- 4.2 When providing the Services, Service Provider shall use professional and skilled personnel, reasonably experienced for the Services to be performed, Service Provider shall work according to the same standard of care and professionalism that is done in Service Provider's internal business and development projects. Such standard of care and professionalism, shall however at all times correspond to Industry Standard. For the avoidance of doubt, Service Provider is responsible for all necessary recruiting and hiring costs associated with employing appropriate personnel as well as all necessary training costs.
- 4.3 Service Provider acknowledges that time is of essence and Service Provider agrees to strictly respect and adhere to the deadlines set out in the Service Specification in Appendix 1A, such as time limits, milestones and gates. In the event Service Provider risks not to meet an agreed deadline or is otherwise in delay with the performance of the Services, Service Provider shall [***]
- 4.4 In the event the Services or any part thereof, more than insignificantly deviate from the requirements set forth in the Service Specification, or if Service Provider otherwise does not meet or ceases to meet the requirements set forth in this Service Agreement (except for minor faults and defects, which do not affect the provision of the Services), Service Provider shall remedy such incompliance, fault or defect as soon as reasonably possible.
- 4.5 In the event Service Provider fails to act in accordance with Section 4.3 and 4.4 above, such failure shall be escalated in accordance with the escalation principles set forth in Section 17.1 and eventually give Purchaser the right to terminate the Service Agreement in accordance with Section 14.4.
- 4.6 Purchaser shall provide Service Provider with instructions as reasonably required for Service Provider to be able to carry out the Services. Service Provider must continuously inform Purchaser of any needs of additional instructions or specifications required to perform the Services.
- 4.7 Service Provider shall ensure that it has sufficient resources to perform its undertakings under this Service Agreement. Further, Service Provider undertakes to ensure that the performance of the Services will not be given lower priority than other of Service Provider's internal similar projects.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 Ownership of existing Intellectual Property Rights.
- 5.1.1 Each Party remains the sole and exclusive owner of its Background IP and any Intellectual Property Rights already owned by such Party.

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- 5.1.2 Nothing in this Service Agreement shall be deemed to constitute an assignment of, or license to use, any Trademarks of the other Party.
- 5.2 Ownership of Results.
- 5.2.1 The Party specified in the Main Document to own the Results shall be the exclusive owner of the Results, including all modifications, amendments and developments thereof (except for those described as Licensed Results). For the avoidance of doubt, the Results may be incorporated or embedded with information relating to InfiMotion Background IP, for which InfiMotion remains to be the sole and exclusive owner.
- 5.2.2 If Purchaser is the Party indicated as owning the Results in the Main Document, all Results, including all modifications, amendments and developments thereof (except for those described as Licensed Results), and any Intellectual Property Rights developed as a result of the Services provided by Service Provider (or if applicable, any of its appointed Affiliates or subcontractors), shall consequently automatically upon creation be transferred from Service Provider to Purchaser. Purchaser shall further have the right to transfer, sublicense, modify and otherwise freely dispose of the Results, however with the restrictions set forth in Section 5.33 below.

5.3 License Grant

- 5.3.1 The Service Provider hereby grants to the Purchaser a non-exclusive, irrevocable, perpetual (however at least 50 years long (however, in no event shall such time exceed the validity period of any IP or Background IP included in the license described hereunder)), non-assignable (however assignable to entities with the Polestar Group) license to, within the Territory:
 - (a) Use, in whole or in part the Licensed Results and any InfiMotion Background IP embedded in or otherwise used in the development of the Results to the extent such license is necessary or reasonably necessary for Purchaser to Use P10 V2 Gearbox provided hereunder.
- 5.3.2 Notwithstanding anything to the contrary in the Service Agreement, nothing in these General Terms or otherwise in the Service Agreement shall be construed as to give the other Party any rights, including but not limited to any license rights (express or implied), to any Background IP, except as expressly stated herein.
- 5.3.3 The license granted from the Service Provider to the Purchaser under Section 5.3.1 above shall be fully sublicensable to entities within the Polestar Group, but shall not be sublicensable to any Third Party without prior written approval from the Service Provider, which shall not be unreasonably withheld (whereby a sublicense/license to a Third Party which is a competitor of either Party is an example of what could be deemed unreasonable and subject to non-approval) or delayed. Any approval in accordance with the foregoing shall be handled at a high governance level by the Strategic Board. For the avoidance of doubt, the Service Provider has no obligation to provide any support regarding sublicensing/licensing of any rights connected to this Service Agreement to a Party providing a sublicense/license to a Third Party.
- 5.4 Suspected infringement.

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- 5.4.1 The Purchaser shall promptly (upon becoming aware) notify the Service Provider in writing of:
 - (a) any conduct of a Third Party that the Purchaser reasonably believes to be, or reasonably believes to be likely to be, an infringement, misappropriation or other violation of any Intellectual Property Rights licensed to the Purchaser hereunder by a Third Party; or
 - (b) any allegations made to the Purchaser by a Third Party that any Intellectual Property Rights licensed hereunder are invalid, subject to cancellation, unenforceable, or is a misappropriation of any Intellectual Property Rights of a Third Party.
- 5.4.2 In the event that the Purchaser has provided the Service Provider a notification pursuant to Section 5.4.1(a) above, and the Service Provider decides not to take any action against

the Third Party, the Service Provider may approve in writing that the Purchaser shall be entitled to itself take action against the Third Party at its own cost. If the Service Provider approves, it shall provide reasonable assistance to the Purchaser, as requested by the Purchaser at the Purchaser's expense. If the Service Provider does not approve to the Purchaser taking such action, the issue should be escalated to the Strategic Board for decision.

- 5.4.3 For the avoidance of doubt, the Service Provider has no responsibility in the event the Results are alleged to infringe in any Third Party's Intellectual Property Rights and the Service Provider has, except for what is set out above in this Section 5.4 no obligation to defend and hold the Purchaser harmless from and against any alleged infringements.
- 5.5 Polestar Brand name.
- 5.5.1 For the sake of clarity, it is especially noted that this Service Agreement does not include any right to use the "Polestar" brand name, or Trademarks, or refer to "Polestar" in communications or official documents of whatever kind.
- 5.5.2 This means that this Service Agreement does not include any rights to directly or indirectly use the "Polestar" brand name or "Polestar" Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence.

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5.6 InfiMotion brand name.

- 5.6.1 Correspondingly, it is especially noted that this Service Agreement does not include any right to use the "InfiMotion" brand name or Trademarks, or refer to "InfiMotion" in communications or official documents of whatever kind.
- 5.6.2 This means that this Service Agreement does not include any rights to directly or indirectly use "InfiMotion" brand name or "InfiMotion" Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence.

6. SERVICE CHARGES

6.1 In consideration of Service Provider's performance of the Services under this Service Agreement, Purchaser agrees to pay to Service Provider the Service Charges as set forth or referenced to in the Main Document.

7. PAYMENT TERMS

- 7.1 The Service Charges shall be paid in the currency set forth in the Main Document, in a timely manner and in accordance with the payment terms set forth in this Section 7.
- 7.2 Purchaser and PACD shall bear the VAT and surtaxes, and Purchaser and PACD shall bear the Withholding Tax, which are applicable in accordance with local legislation to amounts and payments referred to in this Service Agreement.
- 7.3 Upon tax authority request, Service Provider should provide the supporting documents to help Purchaser prove the arm's length nature of the payment.
- 7.4 Any amount of the Service Charges invoiced by Service Provider to Purchaser and PACD shall be paid by Purchaser and PACD within [***]after the invoice date.
- 7.5 Payment made later than the due date will automatically be subject to interest for late payments for each day it is not paid and the interest shall be [***]
- 7.6 Any paid portion of the Service Charges is non-refundable, with the exception set forth in the Main Decument

the Main Document.

8. AUDIT

- 8.1 During the term of the Service Agreement, Purchaser shall have the right to, upon reasonable notice in writing to Service Provider, inspect Service Provider's books and records related to the Services and the premises where the Services are performed, in order to conduct quality controls and otherwise verify the statements rendered under this Service Agreement.
- 8.2 Audits shall be made during regular business hours and be conducted by Purchaser or by an independent auditor appointed by Purchaser. Should Purchaser during any inspection find that Service Provider or the Services does/do not fulfil the requirements set forth herein, Purchaser is entitled to comment on the identified deviations. Service Provider shall, upon notice from Purchaser, take reasonable efforts to take the actions required in order to fulfil the requirements. In the event the Parties cannot agree upon measures to

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be taken in respect of the audit, each Party shall be entitled to escalate such issue to the Steering Committee.

9. REPRESENTATIONS

- 9.1 Each Party warrants and represents to the other Party that:
 - (a) it is duly organized, validly existing, and in good standing under the laws of its respective jurisdiction of incorporation or formation, as applicable;
 - (b) it has full corporate power and authority to execute and deliver this Service Agreement and to perform its obligations hereunder;
 - (c) the execution, delivery and performance of this Service Agreement have been duly authorized and approved, with such authorization and approval in full force and effect, and do not and will not (i) violate any laws or regulations applicable to it or (ii) violate its organization documents or any agreement to which it is a party; and
 - (d) this Service Agreement is a legal and binding obligation of it, enforceable against it in accordance with its terms.
- 9.2 The Parties acknowledge that the related InfiMotion Background IP shall be licensed on an "as is" basis, without any warranties or representations of any kind (except for the warranties in Section 9.1 above), whether implied or express, and in particular any warranties of suitability, merchantability, description, design and fitness for a particular purpose, non-infringement, completeness, systems integration and accuracy are expressly excluded to the maximum extent permissible by law. As set forth in Main Agreement the Parties shall enter into a separate agreement for the purchase of P10 V2 Gearboxes manufactured by the Service Provider and the license fee for the InfiMotion Background will be free for the Purchaser.

10. SERVICE WARRANTY

- 10.1 When performing the Services, Service Provider shall provide professional and skilled personnel, reasonably experienced for the Services to be performed at the best of their knowledge.
- 10.2 Service Provider provides the Services "as is". Service Provider does neither warrant nor represent that any Services, provided or delivered to Purchaser hereunder are functional for the business needs of Purchaser or otherwise suitable for any specific purpose, nor that the Services, are not infringing any Intellectual Property of any third party. Service Provider does neither give any representations or warranties as regards the merchantability of the deliverables to be delivered hereunder nor any other representations or warranties of any kind whatsoever concerning the Services. Purchaser acknowledges that the price of the Services to be performed and other deliverables to be delivered by Service Provider are set in consideration of the foregoing.
- 10.3 Service Provider shall after receipt of notice of a claim related to Purchaser's use of the Services notify Purchaser of such claim in writing and Purchaser shall following receipt of such notice, to the extent permitted under applicable law, at its own cost conduct negotiations with the third party presenting the claim and/or intervene in any suit or

action. Purchaser shall at all times keep Service Provider informed of the status and progress of the claim and consult with Service Provider on appropriate actions to take. If Purchaser fails to or chooses not to take actions to defend Service Provider within a reasonable time, or at any time ceases to make such efforts, Service Provider shall be entitled to assume control over the defence against such claim and/ or over any settlement negotiation at Purchaser's cost. Any settlement proposed by Purchaser on its own account must take account of potential implications for Service Provider and shall therefore be agreed with Service Provider before settlement. Each Party will at no cost furnish to the other Party all data, records, and assistance within that Party's control that are of importance in order to properly defend against a claim.

11. LIMITATION OF LIABILITY

- 11.1 Neither Party shall be responsible for any indirect, incidental or consequential damage or any losses of production or profit caused by it under this Service Agreement.
- 11.2 Each Party's aggregate liability for any direct damage arising out of or in connection with this Service Agreement shall be [***].
- 11.3 The limitations of liability set forth in this Section 11 shall not apply in respect of:
 - (a) claims related to death or bodily injury;
 - (b) damage caused by wilful misconduct or gross negligence;
 - (c) damage caused by a Party's breach of the confidentiality undertakings in Section 13 below; or
 - (d) damage arising out of an infringement, or alleged infringement, of the other Party's or any third party's Intellectual Property.

12. GOVERNANCE AND CHANGES

- 12.1 Governance.
 - 12.1.1 The Parties shall act in good faith in all matters and shall at all times co-operate in respect of changes to this Service Agreement as well as issues and/or disputes arising under this Service Agreement.
 - 12.1.2 The governance and co-operation between the Parties in respect of this Service Agreement shall primarily be administered on an operational level. In the event the Parties on an operational level cannot agree upon *inter alia* the prioritisation of development activities or other aspects relating to the co-operation between the Parties, each Party shall be entitled to escalate such issue to the Steering Committee.
 - 12.1.3 If the Steering Committee fails to agree upon a solution of the disagreement the relevant issue should be escalated to the Strategic Board for decision.

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12.2 Changes.

- 12.2.1 During the term of this Service Agreement, Purchaser can request changes to the Service Specification, which shall be handled in accordance with the governance procedure set forth in Section 12.1 above. Both Parties agree to act in good faith to address and respond to any change request within a reasonable period of time.
- 12.2.2 The Parties acknowledge that Service Provider will not perform in accordance with such change request until agreed in writing between the Parties. For the avoidance of any doubt, until there is agreement about the requested change, all work shall continue in accordance with the existing Service Specification.

13. CONFIDENTIAL INFORMATION

12.1 The Darties shall take any and all necessary measures to comply with the security and

- confidentiality procedures of the other Party.
- 13.2 All Confidential Information shall only be used for the purposes comprised by the fulfilment of this Service Agreement. Each Party will keep in confidence any Confidential Information obtained in relation to this Service Agreement and will not divulge the same to any Third Party, unless the exceptions specifically set forth below in this Section 13.2 below apply, in order to obtain patent protection or when approved by the other Party in writing, and with the exception of their own officers, employees, consultants or subcontractors with a need to know as to enable such personnel to perform their duties hereunder. This provision will not apply to Confidential Information which the Receiving Party can demonstrate:
 - (a) was in the public domain other than by breach of this undertaking, or by another confidentiality undertaking;
 - (b) was already in the possession of the Receiving Party before its receipt from the Disclosing Party;
 - (c) is obtained from a Third Party who is free to divulge the same;
 - (d) is required to be disclosed by mandatory law, court order, lawful government action or applicable stock exchange regulations;
 - (e) is reasonably necessary for either Party to utilize its rights and use of its Intellectual Property Rights; or
 - (f) is developed or created by one Party independently of the other, without any part thereof having been developed or created with assistance or information received from the other Party.
- 13.3 The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as the Receiving Parts uses to protect its own Confidential Information of similar nature, to prevent the dissemination to Third Parties or publication of the Confidential Information. Further, each Party shall ensure that its employees and consultants are bound by a similar duty of confidentiality and that any subcontractors taking part in the fulfilment of that Party's obligations

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hereunder, enters into a confidentiality undertaking containing in essence similar provisions as those set forth in this Section 13.

- 13.4 Any tangible materials that disclose or embody Confidential Information should be marked by the Disclosing Party as "Confidential," "Proprietary" or the substantial equivalent thereof. Confidential Information that is disclosed orally or visually shall be identified by the Disclosing Party as confidential at the time of disclosure, with subsequent confirmation in writing within 30 days after disclosure. However, the lack of marking or subsequent confirmation that the disclosed information shall be regarded as "Confidential", "Proprietary" or the substantial equivalent thereof does not disqualify the disclosed information from being classified as Confidential Information.
- 13.5 If any Party violates any of its obligations described in this Section 13, the violating Party shall, upon notification from the other Party, (i) immediately cease to proceed such harmful violation and take all actions needed to rectify said behaviour and (ii) financially compensate for the harm suffered as determined by an arbitral tribunal pursuant to 17.1.6 below. All legal remedies (compensatory but not punitive in nature) according to law shall apply.
- 13.6 For the avoidance of doubt, this Section 13 does not permit disclosure of source code to software, and/or any substantial parts of design documents to software, included in the Results, to any Third Party, notwithstanding what it set forth above in this Section 13. Any such disclosure to any Third Party is permitted only if approved in writing by Service Provider.
- 13.7 This confidentiality provision shall survive the expiration or termination of this Service Agreement without limitation in time.

14. TERM AND TERMINATION

- 14.1 This Service Agreement shall become effective when the Main Document is signed by duly authorised signatories of each Party and shall, unless terminated in accordance with this Section 14 below, remain in force until the Services are completed.
- 14.2 Either Party (excluding PACD) shall be entitled to terminate this Service Agreement with immediate effect in the event:

- (a) the other Party (including PACD) commits a material breach of the terms of this Service Agreement, which has not been remedied within 30 days from written notice from the other Party to remedy such breach (if capable of being remedied); or
- (b) if the other Party should become insolvent or enter into negotiations on composition with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors.
- 14.3 For avoidance of doubt, Purchaser or PACD not paying the Service Charges, without legitimate reasons for withholding payment, shall be considered in material breach for the purpose of this Service Agreement.
- 14.4 Furthermore, Purchaser is entitled to terminate this Service Agreement with immediate effect in case Service Provider acts in breach, which is not insignificant, of what is set forth SA IP TEMPLATE VERSION 201022

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in Section 4.3 and 4.4 provided that the issue first has been escalated in accordance with Section 17.1.

- 14.5 Purchaser shall in addition be entitled to cancel the Services performed by Service Provider for convenience upon 30 days written notice to Service Provider. In such event, Service Provider shall, upon request from Purchaser, promptly make available in the Data Room (if applicable) any and all parts of the Results which have been finalised on the effective date of the cancellation. Moreover, the "Results" shall for the purposes of this Service Agreement be considered such parts of the Results that Service Provider has finalised on the effective date of the cancellation.
- 14.6 In the event Purchaser cancels the Services in accordance with Section 14.5 above, the Service Charges shall, instead of what is set out in the Main Document, correspond to Service Provider's costs for the Services performed up, until and including the effective date of the cancellation, including the mark-up otherwise applied to calculate the Service Charges in accordance with the Main Document and any other reasonable proven costs Service Provider has incurred.
- 14.7 Either Party (excluding PACD) shall in addition be entitled to terminate the Service Agreement for convenience upon 90 days written notice to the other Party.

15. MISCELLANEOUS

- 15.1 Force majeure.
- 15.1.1 Neither Party shall be liable for any failure or delay in performing its obligations under the Service Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a Third Party's), failure of energy sources or transport network, restrictions concerning motive force, acts of God, war, terrorism, insurgencies and riots, civil commotion, mobilization or extensive call ups, interference by civil or military authorities, national or international calamity, currency restrictions, requisitions, confiscation, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, stroke of lightning, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default or delays of suppliers or subcontractors if such default or delay has been caused by a Force Majeure Event.
- 15.1.2 A non-performing Party, which claims there is a Force Majeure Event, and cannot perform its obligations under the Service Agreement as a consequence thereof, shall use all commercially reasonable efforts to continue to perform or to mitigate the impact of its non-performance notwithstanding the Force Majeure Event and shall continue the performance of its obligations as soon as the Force Majeure Event ceases to exist.
- 15.2 **Notices.** All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Service Agreement must be in legible writing in the English language delivered by personal delivery, email transmission or prepaid overnight courier using an internationally recognized courier service and shall be effective upon receipt, which shall be deemed to have occurred:

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- (a) in case of personal delivery, at the time and on the date of personal delivery;
- (b) if sent by email transmission, at the time and date indicated on a response confirming such successful email transmission;
- (c) if delivered by courier, at the time and on the date of delivery as confirmed in the records of such courier service; or
- (d) at such time and date as delivery by personal delivery or courier is refused by the addressee upon presentation;

in each case provided that if such receipt occurred on a non-business day, then notice shall be deemed to have been received on the next following business day; and provided further that where any notice, demand, request or other communication is provided by any party by email, such party shall also provide a copy of such notice, demand, request or other communication by using one of the other methods. All such notices, demands, requests and other communications shall be addressed to the address, and with the attention, as set forth in the Main Document, or to such other address, number or email address as a Party may designate.

- 15.3 Assignment.
- 15.3.1 Neither Party may, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under this Service Agreement without the other Party's prior written consent.
- 15.3.2 Notwithstanding the above, each Party (excluding PACD) may assign this Service Agreement to an Affiliate without the prior written consent of the other Party.
- 15.4 **Waiver.** Neither Party shall be deprived of any right under this Service Agreement because of its failure to exercise any right under this Service Agreement or failure to notify the infringing party of a breach in connection with the Service Agreement. Notwithstanding the foregoing, rules on complaints and limitation periods shall apply.
- 15.5 **Severability.** In the event any provision of this Service Agreement is wholly or partly invalid, the validity of the Service Agreement as a whole shall not be affected and the remaining provisions of the Service Agreement shall remain valid. To the extent that such invalidity materially affects a Party's benefit from, or performance under, the Service Agreement, it shall be reasonably amended.
- 15.6 **Entire agreement.** All arrangements, commitments and undertakings in connection with the subject matter of this Service Agreement (whether written or oral) made before the date of this Service Agreement are superseded by this Service Agreement and its Appendices.
- 15.7 **Amendments.** Any amendment or addition to this Service Agreement must be made in writing and signed by the Parties to be valid.
- 15.8 Survival.
- 15.8.1 If this Service Agreement is terminated or expires pursuant to Section 14 above, Section 5.3 (*License grant*), Section 13 (*Confidentiality*), Section 16 (*Governing Law*), SA IP TEMPLATE VERSION 201022

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Section 17 (*Dispute Resolution*) as well as this Section 15.8, shall survive any termination or expiration and remain in force as between the Parties after such termination or expiration.

15.8.2 Notwithstanding Section 15.8.1 above, if this Service Agreement is terminated due to Purchaser not paying the Service Charges, without legitimate reasons for withholding payment, pursuant to Section 14 above, Section 5.2.25.3 (*License Grant*) shall not survive termination or remain in force as between the Parties after such termination. For the avoidance of doubt, what is stated in this Section 15.8.2 shall only apply in relation to such licenses granted to Purchaser pursuant to Section 5.35.2.2 above and any licenses granted to Service Provider under Section 5.3 shall thus nevertheless remain in force after such termination.

16. GOVERNING LAW

- 16.1 This Service Agreement and all non-contractual obligations in connection with this Service Agreement shall be governed by the substantive laws of:
 - (a) the People's Republic of China, in connection with a dispute involving or concerning InfiMotion Wuxi; and
 - (b) Sweden, in connection with a dispute involving or concerning InfiMotion EU,

without giving regard to its conflict of laws principles.

17. DISPUTE RESOLUTION

- 17.1 Escalation principles.
 - 17.1.1 In case the Parties cannot agree on a joint solution for handling disagreements or disputes, a deadlock situation shall be deemed to have occurred and each Party shall notify the other Party hereof by the means of a deadlock notice and simultaneously send a copy of the notice to the Steering Committee. Upon the receipt of such a deadlock notice, the receiving Party shall within ten days of receipt, prepare and circulate to the other Party a statement setting out its position on the matter in dispute and reasons for adopting such position, and simultaneously send a copy of its statement to the Steering Committee. Each such statement shall be considered by the next regular meeting held by the Steering Committee or in a forum meeting specifically called upon by either Party for the settlement of the issue.
- 17.1.2 The members of the Steering Committee shall use reasonable endeavours to resolve a deadlock situation in good faith. As part thereof, the Steering Committee may request the Parties to in good faith develop and agree on a plan to resolve or address the breach, to be presented for the Steering Committee without undue delay. If the Steering Committee agrees upon a resolution or disposition of the matter, the Parties shall agree in writing on terms of such resolution or disposition and the Parties shall procure that such resolution or disposition is fully and promptly carried into effect.
- 17.1.3 If the Steering Committee cannot settle the deadlock within 30 days from the deadlock notice served pursuant to Section 17.1.1 above, such deadlock will be referred to the Strategic Board, which shall use reasonable endeavours to resolve the situation in the same way as indicated above. If no Steering Committee has been established between

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the Parties, the relevant issue shall be referred to the Strategic Board immediately and Section 17.1.2 above shall not apply.

- 17.1.4 Should the matter not have been resolved by the Strategic Board within 30 days counting from when the matter was referred to them, despite using reasonable endeavours to do so, the matter shall be resolved in accordance with Section 17.2 below.
- 17.1.5 All notices and communications exchanged in the course of a deadlock resolution proceeding shall be considered Confidential Information of each Party and be subject to the confidentiality undertaking in Section 13 above.
- 17.1.6 Notwithstanding the above, the Parties agree that either Party may disregard the time frames set forth in this Section 17.1 and apply shorter time frames and/or escalate an issue directly to the Strategic Board in the event the escalated issue is of an urgent character and where the applicable time frames set out above are not appropriate.
- 17.2 Arbitration.
- 17.2.1 Any dispute, controversy or claim arising out of or in connection with this Service Agreement, or the breach, termination or invalidity thereof, shall:
 - (a) in the event of involving or concerning InfiMotion Wuxi, be submitted to China International Economic and Trade Arbitration Committee ("CIETAC") for arbitration, which shall be held in Shanghai and conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration, whereas the language to be used in the arbitral proceedings shall be English and Chinese; and
 - (b) in the event of involving or concerning InfiMotion EU, be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, whereas the seat of arbitration shall be Gothenburg, Sweden, the language to be used in the arbitral proceedings shall be English, and the arbitral tribunal shall be composed of three arbitrators.
- 17.2.2 Irrespective of any discussions or disputes between the Parties, each Party shall always continue to fulfil its undertakings under this Service Agreement unless an arbitral tribunal or court (as the case may be) decides otherwise.

- 17.2.3 In any arbitration proceeding, any legal proceeding to enforce any arbitration award, or any other legal proceedings between the Parties relating to this Service Agreement, each Party expressly waives the defence of sovereign immunity and any other defence based on the fact or allegation that it is an agency or instrumentality of a sovereign state. Such waiver includes a waiver of any defence of sovereign immunity in respect of enforcement of arbitral awards and/or sovereign immunity from execution over any of its assets.
- 17.2.4 All arbitral proceedings as well as any and all information, documentation and materials in any form disclosed in the proceedings shall be strictly confidential.

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Agreement No.: GEE22-004

Appendix 3, ESOW (signed June 30, 2023)

[***]

SERVICE AGREEMENT, [***] DEVELOPMENT SERVICES APPENDIX 4 TECHNOLOGY CATEGORIES AND INFIMOTION BACKGROUND IP

[***]

-TT-0707 AJM VOSOD HILA

TEMPLATE VERSION 191016

Certain identified information marked with "[[***]]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

TERMINATION AGREEMENT REGARDING [***] PROJECT

TERMINATION AGREEMENT, dated as of 20, March, 2023 (this "<u>Agreement</u>"), between Polestar Performance AB, registration number 556653-3096, a limited liability company incorporated under the laws of Sweden ("PPAB"),

and

Polestar Automotive China Distribution Co., Ltd., Reg. No. 91510112MA6D05KT88, a corporation organized and existing under the laws of People's Republic of China ("PACD").

and

Wuxi InfiMotion Propulsion Technology Co., Ltd. 无锡星驱动力科技有限公司, registration number 91320206MA7G6F9X54, a limited liability company organised under the laws of the People's Republic of China ("InfiMotion").

PPAB and InfiMotion are hereinafter individually referred to as "Party" and jointly as "Parties".

Unless otherwise defined in this Agreement, the capitalized terms used herein shall have the meaning given to such terms in the [***] Agreement (as defined below).

RECITALS

WHEREAS, the Parties hereto are parties to the Service Agreement-[***] Development Service (Agreement Number GEE21-003, the "Service Agreement") effective upon 24, November, 2021, as amended by the Assignment and Transfer Agreement (Agreement Number GEE22-003) as of 12, July, 2022 (collectively the "[***] Agreement"); and

WHEREAS, InfiMotion has made a lot of preparation work and investment outside the [***] Agreement for the mass production of the [***] project (the "Mass Production Preparation") before getting the termination notice dated 17, March, 2022 from PPAB; and

WHEREAS, the Parties hereto have mutually agreed to terminate the [***] project, including the termination of [***] Agreement and the settlement of Mass Production Preparation under the terms and conditions as set forth hereunder.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, PPAB and InfiMotion hereby agree as follows:

Agreement no.: GEE23-001

1. TERMINATION

The Parties hereby agree as follows that

- (i) as of the date on which InfiMotion fully receives the compensation from PPAB in accordance with Article 3 hereof (the "<u>Termination Date</u>"), the [***] Agreement shall stand terminated and thereafter it shall have no future force or effect. Notwithstanding any provision of the [***] Agreement to the contrary, neither Party shall have any further obligations thereunder or with respect thereto, except as specifically set forth herein.
- (ii) as of Termination Date, Mass Production Preparation shall be terminated, neither Party shall have any further obligations thereunder or with respect thereto, except as specifically set forth herein.

- (iii) The ownership of Intellectual Property should be complied with the Service Agreement, [***] Development Services Appendix 4 Technology categories and GPRI background IP. For the sake of clarity, PPAB shall:
 - a) remain to be the exclusive owner of all Results (including all of those specified under Section 3.2 of Appendix 4 of the Service Agreement) according to Section 5.2 (Ownership of Results) of Appendix 2 of the Service Agreement; and
 - b) continue to be granted the license of GPRI Background IP according to Section 5.3 (License Grant) of Appendix 2 of the Service Agreement,

both of which shall, in addition to those specified under Section 2 below, survive the termination of the [***] Agreement.

2. EFFECT OF TERMINATION

2.1 Effective as of the Termination Date, none of PPAB (or its Affiliates, directors, officers, employees, agents or other representatives), on the one hand, nor the InfiMotion (or its Affiliates or its directors, officers, employees, agents or other representatives), on the other hand, shall have any liability or obligation to each other about Mass Production Preparation or any other liabilities or obligations under the [***] Agreement, except that the provisions of, and any liability or obligation contemplated under, Section 13 (Confidentiality), Section 16 (Governing Law), Section 17 (Dispute Resolution, excluding Sub-section 17.2.2) of Appendix 2 of the Service Agreement shall continue in full force and effect in accordance with the terms of the Service Agreement.

2.2 Each Party shall, upon execution of this Agreement and full payment or receipt (as the case may be) of the amount of the compensation hereof, irrevocably withdraw and waive any and all rights, claims and compensations, accrued or contingent, actual or potential, against the Party in connection with the [***] Agreement, unless otherwise specified in this Agreement.

Agreement no.: GEE23-001

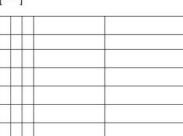
3. COMPENSATION AND PAYMENT FOR TERMINATION AND SETTLEMENT

3.1 The amount of the compensation for [***] Agreement and Mass Production Preparation is stated as follows and shall be paid in RMB by PPAB (or any of its designated affiliate including Polestar Automotive China Distribution Co., Ltd.) to InfiMotion no later than 1st, May, 2023.

3.1.1 PPAB (or any of its designated affiliate) shall fully release the corresponding PO(s) to InfiMotion in due course by no later than 1st, April, 2023 and Infimotion shall without delay release drawings and other technical information as set forth in section 3.4.1 below to PPAB thereafter.

3.1.2 InfiMotion will send invoice(s) according to the PO(s). The amount of compensation hereunder shall constitute the sole and only payment and remedy available to InfiMotion in connection with this Agreement, the [***] Agreement and the termination thereof. If the invoices are delayed to be delivered to PPAB (or any of its designated affiliate), the timeline for the relevant payment obligation should be prolonged accordingly without incurring any liability on either Party.

3.1.3 Payment term: Within [***] days of the invoice date, but in any event no later than [***].



[***]

3.2 PPAB and PACD (as the case may be) shall bear the VAT, surtaxes and the withholding tax.

3.3 Payment made later than the due date will automatically be subject to interest for late payments for each day it is not paid and the interest shall be [***].

3.4 [***] Development Service Sub- Suppliers cost Sheet

3.4.1 The ownership of the physical tooling related to the items in Table 1 shall be transferred to PACD.

Agreement no.: GEE23-001

Table 1

[***]

3.5 Delivery of data

3.5.1 Infimotion shall deliver [***] to PPAB in the format and to the developed technology relating to the 160 parts as set out in Appendix 1.

4. DUE AUTHORIZATION

4.1 Each Party hereto hereby represents and warrants that the signature to this Agreement has been duly authorized by all necessary corporate action on its part and that the officer executing this Agreement on its behalf has the authority to execute the same and to bind it to the terms and conditions of this Agreement.

5. NOTICES

5.1 All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Agreement must be in legible writing delivered by personal delivery, email transmission or prepaid overnight courier using an internationally recognized courier service and shall be effective upon receipt, which shall be deemed to have occurred:

(a) in case of personal delivery, at the time and on the date of personal delivery;

(b) if sent by email transmission, at the time and date indicated on a response confirming such successful email transmission;

(c) if delivered by courier, at the time and on the date of delivery as confirmed in the records of such courier service; or

(d) at such time and date as delivery by personal delivery or courier is refused by the addressee upon presentation;

in each case provided that if such receipt occurred on a non-business day, then notice shall be deemed to have been received on the next following business day; and provided further that where any notice, demand, request or other communication is provided by any party by email, such party shall also provide a copy of such notice, demand, request or other communication by using one of the other methods. All such notices, demands, requests and other communications shall be addressed to the address, and with the attention, as set forth below, or to such other address, number or email address as a Party may designate.

To Polestar Performance AB and/or Polestar Automotive China Distribution Co., Ltd.:

Address: Assar Gabrielssons väg 9 405 31 Göteborg, Sweden Attention: [***] Email: [***]

Agreement no.: GEE23-001

With a copy not constituting notice to:

Polestar Performance AB Legal Department Assar Gabrielssons Väg 9 SE-405 31 Gothenburg, SWEDEN

To Wuxi InfiMotion Propulsion Technology Co., Ltd.:

Address: No. 99,Beihui Road, Huishan Industrial transformation agglomeration area, Wuxi, China Attention: [***] Email: [***]

6. SUCCESSORS & ASSIGNS

6.1 This Agreement is binding upon each Party, and shall inure to the benefit of each Party to this Agreement and their respective officers, directors, employees, agents, subsidiaries, parent corporations, affiliated companies, successors, assigns, agents, heirs, and personal representatives.

7. ENTIRE AGREEMENT

7.1 This Agreement constitutes the entire agreement between the Parties hereto as to the termination of the [***] Agreement and the settlement of Mass Production Preparation, and supersedes all prior agreements and undertakings, both written and oral, between the Parties with respect to the subject matter hereof. Any amendment or modification to this Agreement shall be effective only if in writing and signed by each Party hereto.

8. SEVERABILITY

8.1 In the event that any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner adverse to any Party. In such event, the Parties shall in good faith negotiate a substitute clause for any provision declared invalid or unenforceable, which substitute clause shall most nearly approximate the intent of the Parties in agreeing to such invalid provision, without itself being invalid.

9. COUNTERPARTS

9.1 This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall together constitute one and the same instrument.

10. CONFIDENTIALITY, GOVERNING LAW AND ARBITRATION

10. Section 13 (Confidentiality), Section 16 (Governing Law) and Section 17 (Dispute Resolution, excluding Sub-section 17.2.2) of Appendix 2 of the Service Agreement shall be deemed as restated herein and be applicable to this Agreement.

[SIGNATURE PAGE FOLLOWS]

Agreement no.: GEE23-001

This Agreement has been signed in four (4) originals, one (1) to PPAB, one (1) to PACD and two (2) to InfiMotion.

POLESTAR PERFORMANCE AB

无锡星驱动力科技有限公司

WUXI INFIMOTION PROPULSION TECHNOLOGY CO., LTD.

By: /s/ Dennis Nobelius	By: /s/Xiaozhe Lin
Printed Name: Dennis Nobelius	Printed Name: Xiaozhe Lin
Title: COO	Title: CEO
Date: 4/4 2023	Date: 06/05/2023
By: /s/ Anna Rudensjö	By:
Printed Name: Anna Rudensjö	Printed Name:
Title: General Counsel	Title:
Date: 13/4 2023	Date:

POLESTAR AUTOMOTIVE CHINA DISTRIBUTION CO., LTD

By: /s/ Feng Dan	By:
Printed Name: Feng Dan	Printed Name:
Title: CEO China	Title:
Date: 08/05/2023	Date:

Appendix 1

[***]

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

ASSET TRANSFER AGREEMENT

dated 8th of December 2023

Polestar Automotive China Distribution Co. Ltd.

and

Chengdu Jisu New Energy Vehicle Co., Ltd.

Regarding Unique Type Bound Tooling and Equipment and Unique Vendor Tooling for Polestar 3 Vehicles

Agreement No.: GEE23-006

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LIST OF APPENDICES

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- A. List of Unique Type Bound Tooling and Equipment and Unique Vendor Tooling for Polestar 3 Vehicles
- B. Form of Tooling and Equipment User Right Agreement

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This ASSET TRANSFER AGREEMENT is made between:

- Polestar Automotive China Distribution Co. Ltd., Reg. No. 91510112MA6D05KT88, a limited liability company incorporated under the laws of People's Republic of China ("Polestar"); and
- (2) Chengdu Jisu New Energy Vehicle Co., Ltd., Reg. No. 91510112MA7FJ70M66, a limited liability company incorporated under the laws of People's Republic of China ("Geely").

Each of the Polestar and Geely is hereinafter referred to as a "Party" and, jointly, as the "Parties".

BACKGROUND

- A. Polestar is or will be the legal and beneficial owner of the Transferred Assets (as defined in this Agreement) and is entitled to sell, or is otherwise able to procure the sale of, the Transferred Assets.
- B. Polestar has agreed to sell, and Geely has agreed to purchase, the Transferred Assets on the terms and conditions set out in this Agreement.
- C. In the light of the foregoing, the Parties have entered into this Agreement.

1. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings assigned to them below. Capitalised terms in this Agreement are defined in the way described below. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and *vice versa*.

"Affiliate" means (i) for Polestar, any other legal entity that, directly or indirectly, is controlled by Polestar Automotive Holding UK PLC, however excluding Geely and its Affiliates for the purpose of this Agreement and (ii) for Geely, any legal entity that, directly or indirectly, is controlled or is under common control by Zhejiang Geely Holding Group Co., Ltd, however excluding Polestar and its Affiliates for the purpose of this Agreement, "control" for this purpose means the possession, directly or indirectly, by agreement or otherwise, of (i) at least 50% of the voting stock, partnership interest or other

ownership interest, or (ii) the power (a) to appoint or remove a majority of the board of directors or other governing body of an entity, or (b) to cause the direction of the management of an entity. The Parties, however, agree to renegotiate this definition of "Affiliates" in good faith if it in the future does not reflect the Parties' intention at the time of signing this Agreement due to a restructuring or reorganization in relation to either of the Parties.

"Agreement" means this Asset Transfer Agreement including the Appendices as amended and agreed from time to time.

"Appendix" means all appendices to this Agreement.

"Business Day" means a day (other than a Saturday, Sunday or public holiday) on which banks in the PRC are generally open for business.

"CIETAC" shall have the meaning ascribed to it in Section 13.2.1.

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"Conditions" shall have the meaning ascribed to it in Section 4.

"Confidential Information" means any and all non-public information regarding the Parties and their respective businesses, whether commercial or technical, in whatever form or media, including but not limited to the existence, content and subject matter of this Agreement, information relating to intellectual property rights, concepts, technologies, processes, commercial figures, techniques, strategic plans and budgets, investments, customers and sales, designs, graphics, CAD models, CAE data, statement of works (including engineering statement of works and any such specifications), targets, test plans/reports, technical performance data and engineering sign-off documents and other information of a sensitive or confidential nature, that a Party learns from or about the other Party prior to or after the execution of this Agreement, whether the information is marked "Confidential" or not.

"Disclosing Party" means the Party disclosing Confidential Information to the Receiving Party.

"Encumbrance" means any claim, pledge, mortgage, security, lien, charge, option, equity, power of sale, restrictive covenant, hypothecation, easement or other Third Party rights, retention of title, right of pre-emption, right of first refusal or security interest of any kind or any other restriction having similar effect.

"Force Majeure Event" shall have the meaning ascribed to it in Section 11.1.1.

"Polestar 3 Lifetime" means the lifetime of the Polestar 3 Vehicle (including the related spare parts and/or components thereof) from the date on which the production of the Polestar 3 Vehicle starts until the end of production, [***]after the start of production, unless otherwise agreed between Polestar and the Volvo Plant.

"Polestar 3 Vehicle" means a Polestar branded car with the internal project name[***].

"**PRC**" means the People's Republic of China (for the purpose of the Agreement, excluding Hong Kong Special Administrative District, Macau Special Administrative District and Taiwan).

"Purchase Price" shall have the meaning ascribed to it in Section 3.1.1.

"Receiving Party" means the Party receiving Confidential Information from the Disclosing Party.

"Third Party" means a party other than any of the Parties to this Agreement.

"Tooling User Right Agreement" shall have the meaning ascribed to it in Section 5.2.

"**Transferred Assets**" means the Unique Type Bound Tooling and Equipment, and the Unique Vendor Tooling, collectively.

"Unique Type Bound Tooling and Equipment" means tooling and equipment owned by or to be owned by Polestar that are currently stored at the premises of Volvo Plant specifically used for the Polestar 3 Vehicle manufacturing process with a unique nature to Polestar and its Affiliates as listed in <u>Appendix A-1</u>.

"Unique Vendor Tooling" means tooling owned or to be owned by Polestar that is used and stored at the premises of the Vendors but used for the production of the Polestar 3 Vehicle (and/or components therein) for Polestar and its Affiliates as listed in <u>Appendix A-</u> <u>2</u>.

"Vendors" means Third Party suppliers of the Transferred Assets to Polestar or its Affiliates.

"Volvo Plant" means Volvo Car Corporation's manufacturing site in Chengdu, Zhongjia Automotive Manufacturing Chengdu Co., Ltd.

2. SALE AND PURCHASE

- 2.1 Subject to the satisfaction of the Conditions set forth in Section 4 and upon other terms and conditions under this Agreement, Polestar shall sell and transfer, and Geely shall purchase and receive the Transferred Assets free and clear of any Encumbrance.
- 2.2 The ownership and title of the Transferred Assets of which Polestar has become and is the owner as of the date of payment of Purchase Price shall be automatically transferred from Polestar to Geely upon such payment.
- 2.3 For those Transferred Assets that are not owned by Polestar at the time of the payment of Purchase Price, Polestar shall transfer the ownership and title of such Transferred Assets immediately upon the transfer of the ownership and title of such Transferred Assets from Vendors to Polestar or Polestar otherwise becomes the owner of such Transferred Assets. Polestar shall inform Geely in writing of such transfer from Vendor or it becoming the owner of such Transferred Assets in a timely manner. And if any such assets cannot be transferred to Geely because of restriction of applicable law or for any other reason, the Parties shall discuss in good faith of e.g., a refund of the Purchase Price from such assets or other solution.
- 2.4 If the transfer from Polestar to Geely of any Transferred Assets is subject to filing with or approval of government authority pursuant applicable law, the Parties shall discuss in good faith to satisfy such requirement of filing and approval.
- 2.5 For the sake of clarity, the Transferred Assets shall continue to be stored at the same location as before the transfer of ownership from Polestar to Geely, and shall not be moved or relocated by Polestar, Geely or any other Third Parties until the end of Polestar 3 Lifetime unless the Parties agree otherwise. If any Vendor requires to relocate or move any Transferred Asset to other premises due to practical needs, such relocation shall be subject to approval by Polestar with costs and expenses born by Polestar, either directly or through Volvo Cars procurement management services, and Geely shall be duly notified thereof.
- 2.6 Polestar shall at its own cost directly or through the management services of Volvo Cars procurement, and with the Vendors' assistance if necessary, re-label the Transferred Assets to reflect the ownership change to Geely, and Geely shall provide reasonable assistance and access for this re-labelling process.

3. PURCHASE PRICE AND PAYMENT TERMS

3.1 Purchase Price

3.1.1 The purchase price for the sale of the Transferred Assets by Polestar to Geely under this Agreement (the "**Purchase Price**") shall be equal to [***]under Section 8.2 paid or to be paid by Polestar or its Affiliates to the Vendors plus VAT which equals to CNY[***].

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3.2 Payment Terms

- 3.2.1 Subject to the terms and conditions under this Agreement, the Purchase Price shall be paid by Geely to Polestar in CNY, by bank transfer and in accordance with the schedule under this Section 3.2 provided the conditions for such payment under this Agreement is all satisfied.
- 3.2.2 Polestar shall invoice Geely the aggregate amount of Purchase Price and with bank account information within five (5) Business Days upon this Agreement takes effect. The invoice shall be accompanied with a specification of the Transferred Assets that will be transferred to Geely pursuant Section 2.2 and that are yet to be transferred pursuant to Section 2.3 as well as other supporting information, such as the underlying invoices from Vendors. For clarification, for the Transferred Assets that will be transferred to Geely pursuant to

time when Polestar has become the owner and further transfers such assets to Geely.

- 3.2.3 The invoice amount issued by Polestar pursuant to Section 3.2.2 shall be inclusive of VAT. Geely shall pay the Purchase Price within ten ([***]) Business Days upon its receipt of the invoice.
- 3.2.4 Payment made later than the due date under Section 3.2.3 will automatically be subject to interest for outstanding amount for each day it is not paid and the interest shall be based on an annual interest rate of [***]per annum.

4. CONDITIONS

- 4.1 The obligations of Geely to pay the Purchase Price shall be subject to the fulfilment (or waiver thereof by Geely in writing) of all the following conditions:
- 4.1.1 All of the representations and warranties made by Polestar in Section 6 shall, in all material aspects, be true, accurate, correct and complete as of the date of this Agreement and as of the actual payment date of any Purchase Price with the same force and effect as if made on and as of the actual payment date of any Purchase Price.
- 4.1.2 No material adverse change has occurred to the Transferred Asset, nor has any event occurred which, individually, or along with other events, has or would reasonably be expected to have a material adverse effect.
- 4.1.3 No governmental order has been issued or made which has the effect of making unlawful or otherwise prohibiting the asset transfer from taking place as contemplated in this Agreement.
- 4.1.4 Polestar shall have, in all material respects, performed and complied with all agreements, obligations and conditions that are required by this Agreement to be performed as of the date of this Agreement and on the date of the payment of Purchase Price.
- 4.1.5 The ownership and title of the relevant Transferred Assets has been or will be, as applicable, legally and completely transferred to Polestar, and Polestar shall provide Geely

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with the invoice or other sufficient documents proving that Polestar has legally and completely acquired the ownership and title of such Transferred Assets.

5. RELATED ARRANGEMENT REGARDING TRANSFERRED ASSETS

- 5.1 The Unique Vendor Tooling shall remain at the Vendors' premises and the Unique Type Bound Tooling and Equipment shall remain at Volvo Plant, prior to and after the completion of the contemplated transactions under this Agreement, unless otherwise agreed by the Parties.
- 5.2 Geely shall immediately after the date of this Agreement enter into a tooling and equipment user right agreement with Polestar (or its designated Affiliate) and the Volvo Plant (**"Tooling User Right Agreement"**) on substantially the same terms and conditions as in the form attached to this Agreement in <u>Appendix B</u> to grant the Volvo Plant the right to use the Transferred Assets solely for the manufacturing of the Polestar 3 Vehicles.
- 5.3 Geely hereby acknowledges that for Transferred Assets under Section 2.3, Polestar shall purchase such Transferred Assets and that Polestar shall fulfil its contractual and legal obligations towards the Vendors in a timely and proper manner. Polestar or its Affiliates shall use its commercially reasonable effects to decide and implement the whole process and details regarding the purchase of the aforementioned Transferred Assets from the Vendors, including without limitation, verification and approval of the quality thereof, and fulfil any other contractual or legal obligations in a timely and proper manner.
- 5.4 The Transferred Assets may not be relocated or moved without Polestar's prior written consent. Geely has no responsibility for the premises on which the Transferred Asset is located and how such the Transferred Asset would be used, except for those Transferred Assets located on Geely's premises (if any) for which Geely shall be responsible pursuant to applicable laws and regulations and separately agreements with Polestar. Following the transfer of ownership of the Transferred Assets to Geely, Geely shall, unless otherwise agreed between the Parties:
 - take all reasonable steps and endeavours to ensure Polestar's access or right to continue to utilize the Transferred Assets according to the Tooling User Right Agreement;
 - (b) not cause for any other usage of the Transferred Assets other than for the purpose

- of this Agreement and the Tooling User Right Agreement;
- (a) subject to Sections 5.5 and 5.6 below, remain the owner of the Transferred Assets, except that Geely shall be entitled to transfer the Transferred Assets to Geely's Affiliate provided Geely shall procure such Affiliate to fully comply with this Agreement and the Tooling User Right Agreement as if it were a Party thereto, and will enter into necessary documents to effect such transfers as reasonably required by Polestar.
- 5.5 During and at the end of the Polestar 3 Lifetime, Polestar has the right to, by itself or through any of its Affiliates, purchase back the Transferred Assets (or a part thereof)[***]. Upon Polestar provides written notice of its intention to purchase back the Transferred Assets, the Parties shall start to cooperate and discuss in good faith an agreement for such transfer-back.
- 5.6 If Polestar decides not to purchase back the Transferred Assets according to Section 5.5, Polestar shall inform Geely in a timely manner before the end of Polestar 3 Lifetime. The

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Parties shall discuss in good faith on the further utilization or disposal of the Transferred Assets and the cost thereof in the best mutual benefits of the Parties.

- 5.7 Polestar has the right to perform regular audits at its own cost, at intervals of no less than once per year, to ensure the proper location and condition of the Transferred Assets as well as to examine the relevant documents for verifying the book value of the Transferred Assets. Geely shall provide all reasonable assistance and access to facilitate such audits.
- 5.8 The Parties shall on a quarterly basis jointly review Appendix A-1, Appendix A-2 and the changes and modifications under Section 8, together with the actual set of Transferred Assets procured from the Vendors for the Polestar 3 Vehicle and discuss in good faith if any amendment to this Agreement is necessary including but not limited to in a situation where the amount of Purchase Price is inconsistent with the actual amount invoiced.

6. WARRANTIES AND UNDERTAKINGS

- 6.1 Each Party warrants and represents to the other Party that:
 - (a) it is duly organized, validly existing, and in good standing under the laws of its respective jurisdiction of incorporation or formation, as applicable;
 - (b) it has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
 - (c) the execution, delivery and performance of this Agreement have been duly authorized and approved, with such authorization and approval in full force and effect, and do not and will not (i) violate any laws or regulations applicable to it or (ii) violate its organization documents or any agreement to which it is a party; and
 - (d) this Agreement is a legal and binding obligation of it, enforceable against it in accordance with the terms and conditions hereunder.
- 6.2 Geely agrees not to claim against Polestar in connection with quality or non-compliance issue of the Transferred Assets, provided that Polestar undertakes that Polestar shall i) be responsible to, or procure Volvo Plant to, make claim against Vendors including taking the lead in negotiating with Vendors for settlement and acting as plaintiff in dispute resolution process with the Vendors should any actual or potential disputes (including quality and non-compliance) occur, ii) be responsible for the management and maintenance of the Transferred Assets, and iii) indemnify loss and damage, if any, suffered by Geely that is caused by such quality or non-compliance issue including but not limited to claim by Volvo Plant or end customers of Polestar 3 Vehicle or other vehicles on which the Transferred Assets is used. Polestar further warrants and undertakes that:
 - (a) the Transferred Assets shall comply in all respects with the specification or requirements between Polestar (or its Affiliates) and Volvo Plant in all relevant documents. In case of non-compliance of the foregoing specification or requirement, or any defect of the Transferred Assets, Polestar shall claim against Vendors in accordance with agreed processes with Vendors and/or the Volvo Plant
 - (b) the Transferred Assets are free and clear of Encumbrance at the time of transfer of ownership and title to Geely. In case the claims by a Third Party alleging third party right regarding any of the Transferred Assets, Polestar shall indemnify Geely or its Affiliates for all damage and losses suffered by Geely or its Affiliates;

- (c) the Transferred Assets do not infringe any third parties' intellectual property rights. In case the claims by a Third Party alleging that any of the Transferred Assets infringes any intellectual property right of a Third Party, Polestar shall indemnify Geely or its Affiliates for all damage and losses suffered by Geely or its Affiliates;
- (d) in addition to and without prejudice of Sections 6.2 (a), (b) and (c) above, the Transferred Assets and the sale thereof to Geely as contemplated under this Agreement will not result in any loss of or claim against Geely or its Affiliates due to Polestar's breach of contract or violation of law. Polestar shall indemnify Geely and its Affiliates against all damage and loss arising out of or relating to the Transferred Assets and the sale thereof suffered by Geely or its Affiliates due to Polestar's breach of contract or violation of law, unless such damage or loss is solely attributable to Geely or its Affiliates;
- (e) in the event of termination of the Tooling User Right Agreement, Polestar shall purchase back specific Transferred Assets from Geely at a value corresponding to the portion of the Purchase Price paid by Geely to Polestar under this Agreement that has not been fully reimbursed by the aggregate amount of the Fee (as defined under the Tooling User Right Agreement) under the Tooling User Right Agreement. The Parties shall discuss in good faith to reach a written agreement in this respect at the time of the purchase-back.
- (f) Polestar shall i) be responsible for any inconsistency between this Agreement and the Tooling User Right Agreement that negatively affects Geely's rights and obligations, and indemnify any loss and damage suffered by Geely because of such inconsistency, ii) duly and fully perform the obligations of Geely under the Tooling User Right Agreement which exceed or deviate from what Geely has explicitly agreed to under this Agreement, except the obligation of Geely to issue invoice thereunder; iii) not agree, and procure the User and Vendors as defined under the Tooling User Right Agreement not to agree, with any person on any matter in any form (whether in the governance and escalation process under the Tooling User Right Agreement or not) on behalf of Geely without the prior written consent of Geely (for the avoidance of doubt, Geely shall not be deemed as having given such consent by its execution of the Tooling User Right Agreement).

7. LIMITATION OF LIABILITY

- 7.1 Neither Party shall be responsible for any indirect, incidental or consequential damage or any losses of production or profit caused by it under this Agreement.
- 7.2 Unless otherwise stated in this Agreement, each Party's aggregate liability for any direct damage arising out of or in connection with this Agreement shall be limited to [***]of the Purchase Price under this Agreement.
- 7.3 Notwithstanding the foregoing Sections 7.1 and 7.2, the limitations of liability set out in this Section 7 shall not apply in respect of;
 - (a) claims related to death or bodily injury;
 - (b) damage caused by wilful misconduct or gross negligence,
 - (c) damage caused by a Party's breach of the confidentiality undertakings in Section 8 below, or

- (d) damage related to material breach of any representation and undertaking provided under Section 6.2 other than Section 6.2 (f) iii).
- (e) any damage related to breach of Section 6.2 (f) iii).

CHANGES AND MODIFICATIONS

8.

8.1 Throughout the whole Polestar 3 Lifetime, Polestar has the right to conduct changes to or modifications of the Transferred Assets. If Polestar elects to do so, Polestar shall inform Geely of the contemplated changes or modifications by prior written notice which Geely may not refuse to accept unless there is a contractual or legal ground. Polestar shall be responsible for the change management process of such changes or modifications including but not limited to ordering relevant services and products, and Polestar shall bear any cost or a solution of the change and shares and information.

Assets so changed or modified shall belong to Geely upon Transfer pursuant to Section 2 whilst any intellectual property rights arising from such changes or modification shall belong to Polestar. The change management process and responsibilities thereof shall be separately agreed upon by Polestar or its Affiliates and the Volvo Plant.

- 8.2 The changes and modifications of the Transferred Assets will be ordered by Polestar from Vendors with an estimated total value of [***], excluding VAT, which is a part of the total Purchase Price. Should the actual value of such changes and modifications exceed[***], the Parties shall engage in good faith discussions with how the exceeding amount should be dealt with, e.g. Polestar purchases back part of such changes and modifications corresponding to the exceeding amount if such part has been transferred to Geely pursuant to Section 2. Should there be a deficit between the actual value of such changes and modifications and [***], the Parties shall agree in good faith on how Polestar shall pay back the deficit to Geely.
- 8.3 Polestar may also at any time during the lifetime of the Polestar 3 Vehicle use the Transferred Assets, at its own discretion, for other Polestar branded vehicles, and Geely shall be duly notified thereof.
- 8.4 Any issues or disagreement arising out of Section 8.1 shall be handled in accordance with Section 13 below.

9. CONFIDENTIALITY

- 9.1 The Parties shall take any and all necessary measures to comply with the security and confidentiality procedures of the other Party.
- 9.2 All Confidential Information shall only be used for the purposes set forth in this Agreement. Each Party will keep in confidence any Confidential Information obtained in relation to this Agreement and will not divulge the same to any Third Party, unless the exceptions specifically set forth below in this Section 9.2 below apply, or when approved by the other Party in writing, and with the exception of their own officers, employees, consultants or sub-contractors with a need to know as to enable such personnel to perform their duties for the purpose of this Agreement. This provision will not apply to Confidential Information which the Receiving Party can demonstrate:
 - (a) was in the public domain other than by breach of this undertaking, or by breach of another confidentiality undertaking at the time such information is disclosed by the Disclosing Party;

- (b) was already in the possession of the Receiving Party before its receipt from the Disclosing Party;
- (c) is lawfully obtained from a Third Party who is free to divulge the same provided such Third Party is not under any obligation to keep such information confidential;
- (d) is required to be disclosed by applicable mandatory law, court order, lawful government action or applicable stock exchange regulations; or
- (e) is developed or created by one Party independently of the other, without any part thereof having been developed or created with assistance or information received from the other Party.
- 9.3 The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the dissemination to Third Parties or publication of the Confidential Information, as the Receiving Party uses to protect its own Confidential Information of similar nature. Further, each Party shall ensure that its employees and consultants are bound by a similar duty of confidentiality and that any subcontractors taking part in the fulfilment of that Party's obligations hereunder, enters into a confidentiality undertaking containing in essence similar provisions as those set forth in this Section 9.
- 9.4 Any tangible materials that disclose or embody Confidential Information should be marked by the Disclosing Party as "Confidential," "Proprietary" or the substantial equivalent thereof. Confidential Information that is disclosed orally or visually shall be identified by the Disclosing Party as confidential at the time of disclosure, with subsequent confirmation in writing within thirty (30) days after disclosure. However, the lack of marking or subsequent confirmation that the disclosed information shall be regarded as "Confidential" does not disqualify the disclosed information from being classified as Confidential Information.
- 9.5 If any Party violates any of its obligations described in this Section 9, the violating Party shall, upon notification from the other Party, immediately cease to proceed such harmful violation and take all actions needed to rectify said behaviour and (ii) financially compensate for the harm suffered pursuant to Section 7. All legal remedies (compensatory but not punitive in nature) according to law shall apply.

9.6 This Section 9 shall survive the expiration or termination of this Agreement without limitation in time.

10. TERM AND TERMINATION

- 10.1 This Agreement shall become effective when signed by duly authorised signatories of each Party and shall remain in force until fully performed or terminated in accordance with what is set out below in this Section 10.
- 10.2 This Agreement may be terminated, in whole or in part (including for the avoidance of doubt any of its Appendices), with immediate effect:
 - (a) by either Party if the other Party is in material breach of any of its obligations under this Agreement and such breach (if remediable) is not remedied within thirty (30) days of written notice thereof; or

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(b) by either Party if the other Party should become insolvent or enter into negotiations on composition with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors.

11. MISCELLANEOUS

11.1 Force majeure

- 11.1.1 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including pandemic, strikes (whether involving its own workforce or a Third Party's), failure of general energy sources delivering energy to the plant, restrictions concerning motive force, acts of God, war, terrorism, insurgencies and riots, civil commotion, mobilization or extensive call ups, interference by civil or military authorities, national or international calamity, currency restrictions, requisitions, confiscation, armed conflict, malicious damage, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, stroke of lightning, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default or delays of suppliers or subcontractors if such default or delay has been caused by one of the foregoing events.
- 11.1.2 A non-performing Party, which claims there is a Force Majeure Event, and cannot perform its obligations under the Agreement as a consequence thereof, shall use all commercially reasonable efforts to continue to perform or to mitigate the impact of its non-performance notwithstanding the Force Majeure Event and shall continue the performance of its obligations as soon as the Force Majeure Event ceases to exist.

11.2 Notices

- 11.2.1 All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Agreement must be in legible writing in the English language delivered by personal delivery, facsimile, email transmission or prepaid overnight courier using an internationally recognized courier service and shall be effective upon receipt, which shall be deemed to have occurred:
 - (a) in case of personal delivery, at the time and on the date of personal delivery;
 - (b) if sent by facsimile or email transmission, at the time and on the date indicated on a confirmation of successful transmission page relating to such facsimile transmission or at the time and date indicated on a response confirming such successful email transmission;
 - (c) if delivered by courier, at the time and on the date of delivery as confirmed in the records of such courier service; or
 - (d) at such time and date as delivery by personal delivery or courier is refused by the addressee upon presentation;

in each case provided that if such receipt occurred on a non-business day, then notice shall be deemed to have been received on the next following business day; and provided further that where any notice, demand, request or other communication is provided by any party

by email, such party shall also provide a copy of such notice, demand, request or other communication by using one of the other methods.

11.2.2 All such notices, demands, requests and other communications shall be sent to following addresses:

To Polestar:	Polestar Automotive China Distribution Co. Ltd. Attention: [***] Email: [***]
	With a copy not constituting notice to: Polestar Automotive China Distribution Co. Ltd Attention: [***] Email: [***]
To Geely:	Chengdu Jisu New Energy Vehicle Co., Ltd. Attention: [***] Address: 1760's Jiangling Rd, Binjiang District, Hangzhou, Zhejiang, China. Email: [***]

11.3 Assignment

Neither Party may, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under this Agreement without the other Party's prior written consent.

11.4 Waiver

Neither Party shall be deprived of any right under this Agreement because of its failure to exercise any right under this Agreement or failure to notify the infringing party of a breach in connection with the Agreement. Notwithstanding the foregoing, rules on complaints and limitation periods shall apply.

11.5 Severability

In the event that any provision of this Agreement is wholly or partly invalid, the validity of the Agreement as a whole shall not be affected and the remaining provisions of the Service shall remain valid. To the extent that such invalidity materially affects a Party's benefit from, or performance under, the Agreement, it shall be reasonably amended.

11.6 Entire Agreement

All arrangements, commitments and undertakings in connection with the subject matter of this Agreement (whether written or oral) made before the date of this Agreement are superseded by this Agreement.

11.7 Amendments

Any amendment or addition to this Agreement must be made in writing and signed by the Parties to be valid.

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11.8 Cost

Both Parties shall be responsible for its own respective costs and expenses involved in its efforts to negotiate, conclude and fulfill this Agreement and its amendment (if any).

11.9 Survival

If this Agreement is terminated or expires pursuant to Section 10 above, Section 9 (*Confidentiality*), Section 12 (*Governing Law*), Section 13 (*Dispute resolution*) as well as this Section 11.9, shall survive any termination or expiration and remain in force as between the Parties after such termination or expiration.

11.10 Counterparts

The Parties may execute this Agreement in counterparts, including electronic copies, which taken together shall constitute one and the same instrument.

12. GOVERNING LAW

12.1 This Agreement and all non-contractual obligations in connection with this Agreement shall be governed by the substantive laws of People's Republic of China without giving regard to its conflict of laws principles.

13. DISPUTE RESOLUTION

13.1 Escalation

In case of any dispute arising from or in relation to this Agreement, the Parties shall first discuss in good faith to resolve such dispute within thirty (30) Business Days upon a Party notify the other Party in writing of such dispute. If such dispute is not resolved within the foregoing period of thirty (30) Business Days discussion, such dispute shall be immediately escalated by each Party to its legal counsel and the legal counsels of the Parties shall together decide how such dispute should be resolved within thirty (30) Business Days upon such disputes being escalated to them. If the Parties still do not reach an agreement on how such dispute not have been resolved by the Parties' CEOs within thirty (30) Business Days counting from when the dispute was referred to them, despite using reasonable endeavours to do so, either Party may submit the dispute for arbitration pursuant to Section 13.2.

13.2 Arbitration

- 13.2.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be submitted to the China International Economic and Trade Arbitration Committee ("CIETAC") for arbitration, which shall be held in Shanghai and conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration, whereas the language to be used in the arbitral proceedings shall be English. The arbitral tribunal shall be composed of three (3) arbitrators. The arbitral award shall be final and binding upon both parties.
- 13.2.2 All arbitral proceedings as well as any and all information, documentation and materials in any form disclosed in the proceedings shall be strictly confidential.

[Signature Pages Follow]

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IN WITNESS WHEREOF, this Agreement has been signed in four (4) originals, of which each Party shall hold two (2) originals.

POLESTAR AUTOMOTIVE CHINA DISTRIBUTION CO. LTD.

(COMPANY CHOP)

Ellie Wu

Printed name: Title: General Manager

CHENGDU JISU NEW ENERGY VEHICLE CO., LTD.

(COMPANY CHOP)

Quan Zhang Printed name: Title: Legal representative

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APPENDIX A LIST OF UNIQUE TYPE BOUND TOOLING AND EQUIPMENT AND UNIQUE VENDOR TOOLING

APPENDIX A-1 UNIQUE TYPE BOUND TOOLING AND EQUIPMENT

[***]

APPENDIX A-2 UNIQUE VENDOR TOOLING

[***]

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APPENDIX B FORM OF TOOLING AND EQUIPMENT USER RIGHT AGREEMENT

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TOOLING AND EQUIPMENT USER RIGHT AGREEMENT

dated December 8, 2023

Chengdu Jisu New Energy Vehicle Co., Ltd

Zhongjia Automobile Manufacturing (Chengdu) Co. Ltd, Reg. No.

and

Polestar Automotive China Distribution Co. Ltd

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LIST OF APPENDICES

- A. Tooling and Equipment Specification
- B. Fee

This **TOOLING AND EQUIPMENT USER RIGHT AGREEMENT** is dated December 8 2023 and made between:

- Chengdu Jisu New Energy Vehicle Co., Ltd., Reg. No. 91510112MA7FJ70M66, a limited liability company incorporated under the laws of People's Republic of China, having its registered office in Hangzhou ("Owner");
- (2) Zhongjia Automobile Manufacturing (Chengdu) Co. Ltd, Reg. No., Reg. No. 91510112562005858U, a limited liability company incorporated under the laws of People's Republic of China, having its registered office in Chengdu ("User"); and
- (3) Polestar Automotive China Distribution Co. Ltd., Reg. No. 91510112MA6D05KT88, a limited liability company incorporated under the laws of People's Republic of China, having its registered office at Room 404 L4, No. 325 South Rd., Economic-Technology Development (Longquanyi) Dist., Chengdu, Sichuan, PR China ("Polestar"),

Each of the Owner, the User and Polestar is hereinafter referred to as a "**Party**" and, jointly, as the "**Parties**".

BACKGROUND

- A. The User will manufacture the [***] vehicle for Polestar (or its Affiliates). The manufacturing of the [***]vehicle requires certain tooling and equipment, including the tooling and equipment that is further described in <u>Appendix A Tooling And Equipment</u> <u>Specification</u>, the ownership of which has been or shall be transferred from Polestar to the Owner according to the agreement between Polestar and the Owner.
- B. The Owner is or will be the exclusive owner of the relevant Tooling And Equipment (as defined in Section 1 below) and the User wishes to have such Tooling And Equipment used in the production of the [***]vehicle. For efficiency reasons, the Parties have now agreed that User shall be entitled to use the Tooling And Equipment and that the User accordingly shall compensate the Owner for its right to use the Tooling And Equipment.
- C. In the light of the foregoing, the Parties have executed this Agreement (as defined in Section 1 below).

1. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings assigned to them below. Capitalised terms in this Agreement are defined in the way described below. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and *vice versa*.

"Affiliate" means (i) for User, any other legal entity that directly or indirectly is controlled by Volvo Car Corporation, (ii) for Owner, any other legal entity that, directly or indirectly, is controlled by or is under common control of the Owner, but excluding the User and its Affiliates and Polestar and its Affiliates for the purpose of this Agreement, and (iii) for Polestar, any other legal entity that directly or indirectly is controlled by Polestar Automotive Holding UK PLC, "control" for this purpose means ownership or control of (i) at least fifty per cent (50%) of the voting stock, partnership interest or other ownership interest or (ii) the power (a) to appoint or remove a majority of the board of directors or other governing body of an entity, or (b) to cause the direction of "Affiliates" in good faith if it in the future does not reflect the Parties' intention at the time of signing this Agreement due to a restructuring or reorganization in relation to either of the Parties.

"Agreement" means this Tooling and Equipment User Right Agreement including the Appendices as amended and agreed from time to time.

"Appendix" means all appendices to this Agreement.

"Tooling And Equipment" means [***]vehicle related unique tooling and equipment further specified in <u>Appendix A</u> as amended from time to time by the Parties, which is or will be owned by the Owner and is or will be stored at the User's or the Vendor's site and used by the User for the production of the [***]vehicle and components thereof.

"Confidential Information" means any and all information regarding the Parties and their respective businesses, whether commercial or technical, in whatever form or media, including but not limited to information relating to the existence, content and subject matter of this Agreement, information relating to Intellectual Property Rights, concepts, technologies, processes, commercial figures, techniques, strategic plans and budgets, investments, customers and sales, designs, graphics, CAD models, CAE data, statement of works (including engineering statement of works and any such specifications), targets, test

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plans/reports, technical performance data and engineering sign-off documents and other information of a sensitive nature, that a Party learns from or about the other Party prior to or after the execution of this Agreement, whether the information is marked "Confidential" or not.

"Disclosing Party" means the Party disclosing Confidential Information to the Receiving Party.

"Effective Date" shall have the meaning ascribed to it in Section 10.1

"Fee" shall have the meaning ascribed to it in Section 4.1.1.

"Force Majeure Event" shall have the meaning ascribed to it in Section 11.1.1.

"Intellectual Property Rights" means any and all intellectual property rights, including but not limited to patents, patent applications, Trademarks, software, designs, utility models, copyrights, database rights, ideas, concepts, techniques, inventions, technologies, tools, processes and methodologies, know-how and trade secrets and any similar rights in any jurisdiction, regardless of whether registered or not, and all rights under licenses or otherwise in relation to any of the foregoing.

"User" shall have the meaning ascribed to it in the beginning of this Agreement.

"User Group" means User and its Affiliates.

"Owner" shall have the meaning ascribed to it in the beginning of this Agreement.

"Receiving Party" means the Party receiving Confidential Information from the Disclosing Party.

"Steering Committee" means the first level of governance forum established by User and Polestar for handling the cooperation between them in respect of various matters.

"Strategic Board" means the highest level of governance forum established by the User and Polestar for handling the cooperation between them in respect of various matters which regarding cooperation between User and Polestar is the so-called Volvo Polestar Executive Meeting.

"Term" shall have the meaning ascribed to it in Section 10.1.

"Third Party" means a party other than any of the Parties and/or an Affiliate of one of the Parties to this Agreement.

"Trademarks" means trademarks (including part numbers that are trademarks), service marks, logos, trade names, business names, assumed names, trade dress and get-up, and domain names, in each case whether registered or unregistered, including all applications, registrations, renewals and the like, in each case to the extent they constitute rights that are enforceable against third parties.

"Vendor" means the Third Party supplier of the Tooling And Equipment to Polestar or its Affiliates.

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2. SCOPE

- 2.1 By entering into this Agreement, the Parties initiate a co-operation, where the User will be given a right to use the Tooling And Equipment, subject inter alia to the User compensating Owner for such use, under the terms and conditions of this Agreement.
- 2.2 This Agreement sets out the terms and conditions that shall apply to the User's use of the Tooling And Equipment for the sole purpose of manufacturing [***]vehicle for Polestar.

3. RIGHT TO USE TOOLING AND EQUIPMENT

- 3.1 Subject to Section 3.2, the Tooling And Equipment shall at all times be owned by Owner. By this Agreement, the Owner grants to User a right to use the Tooling And Equipment during the Term of this Agreement for the sole purpose of [***]vehicle related production. User undertakes not to use the Tooling And Equipment for any other purpose other than as stated herein.
- 3.2 The Parties acknowledge that the complete ownership of the Tooling And Equipment may not have been fully transferred to the Owner as of the Effective Date of this Agreement due to practicalities, and in the meantime such transfer shall be conducted in the most efficient and timely manner. Polestar shall during this interim period, grant the User the right to use such Tooling And Equipment owned by Polestar for the purpose of this Agreement until the ownership thereof is transferred to the Owner.
- 3.3 User has no right to ask the Vendor for any changes to or modifications of the Tooling And Equipment, nor ask the Vendor for any repairs or other work on the Tooling And Equipment, without Polestar's prior written consent.
- 3.4 The Tooling And Equipment is located at User's or Vendor's premises on behalf of the Owner. The Owner, User and Polestar have no responsibility for the premises in which the Tooling And Equipment is located, except for the Tooling And Equipment located in User's plant for which User shall be responsible. The Tooling And Equipment may not be relocated without Polestar's prior written consent. The Owner and Polestar shall take all reasonable steps to ensure the Vendor lets the User benefit from its right to use the Tooling And Equipment through the Vendor. If the Owner and Polestar have taken such reasonable steps, the Owner, User and Polestar shall not be responsible in the event the Vendor does not let the User benefit from its right to make use of the Tooling And Equipment through

the Vendor.

3.5 The right to use the Tooling And Equipment is further subject to the payment obligations set forth in Section 4 below. If the User is in delay with its payment more than [***]from date of invoice, the Owner, after consultation and agreement with Polestar, is entitled to temporarily cease the User's right to use the Tooling And Equipment.

4. FEE AND PAYMENT TERMS

4.1 Fee

4.1.1 In consideration of User's use of the Tooling And Equipment hereunder, the User agrees to pay the Fee to the Owner, calculated based on the depreciations of the Owner's acquisition value of the Tooling And Equipment hereunder, and as further detailed in <u>Appendix B</u>, Fee as amended and updated, (the "Fee").

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4.2 Payment Terms

- 4.2.1 The Fee shall be paid by the User to the Owner in accordance with the payment terms in this section 4.2. The Fee shall be invoiced and paid in CNY.
- 4.2.2 Any amount invoiced by Owner to User shall be paid within [***]days from date of invoice.
- 4.2.3 The Fee shall be invoiced quarterly at the end of each quarter, *e.g.* in April for the period January-March and in July for the period April-June. The invoices shall include a detailed specification on what is charged. Polestar shall provide reasonable assistance to the Owner in preparing such invoice.
- 4.2.4 All amounts referred to in this Agreement are exclusive of VAT and other taxes. The quarterly invoices issued by Owner shall include VAT and relevant surcharges. The User shall bear the VAT and surcharges that are applicable according to local tax regulations.
- 4.2.5 Payment made later than the due date shall automatically be subject to interest for late payments for each day it is not paid and the interest shall be based on the annual interest rate of [***].

5. WARRANTIES

- 5.1 Each Party warrants and represents to the other Parties that:
 - (a) it is duly organized, validly existing, and in good standing under the laws of its respective jurisdiction of incorporation or formation, as applicable;
 - (b) it has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
 - (c) the execution, delivery and performance of this Agreement have been duly authorized and approved, with such authorization and approval in full force and effect, and do not and will not (i) violate any laws or regulations applicable to it or (ii) violate its organization documents or any agreement to which it is a party; and
 - (d) this Agreement is a legal and binding obligation of it, enforceable against it in accordance with its terms.
- 5.2 The Parties acknowledge that the Tooling And Equipment are provided on an "as is" basis without any warranties or representations of any kind, whether implied or express. Owner and Polestar take no responsibility and expressly disclaim any and all liability and claims of any kind in case of errors or defects in the Tooling And Equipment as well as any damage caused as a result of or in relation to the User's use/misuse of the Tooling And Equipment (as well as User's indirect use of the Tooling through *e.g.* the Vendor's care).
- 5.3 Polestar hereby warrants to accommodate any changes or modifications of the Tooling And Equipment as agreed between Owner, User and Polestar and to grant to User the rights to use such changes or modifications during the lifetime of the [***]vehicle.

6. INTELLECTUAL PROPERTY

6.1 Ownership and license grant

- 6.1.1 The Parties agree that any and all Intellectual Property Rights in and to the Tooling And Equipment shall at all times be and remain fully vested with Polestar. Subject to Section 6.3, Polestar however grants User a non-exclusive, non-assignable, sub-licensable (however only to User's Affiliates, unless otherwise agreed upon by Polestar and the User), and limited license to any Intellectual Property Rights in and to the Tooling And Equipment, to the extent necessary for User to utilize the Tooling And Equipment as contemplated herein, for the Term of this Agreement.
- 6.1.2 Nothing in this Agreement shall be deemed an assignment of ownership of any Intellectual Property Rights, including in the Tooling And Equipment, from Polestar to the User, except if and to the extent expressly set out herein.
- 6.1.3 In the event any new Intellectual Property Rights in and to the Tooling And Equipment are created (including in relation to changes during maintenance of the Tooling And Equipment) under this Agreement, the Parties agree that Polestar shall be the exclusive owner of such Intellectual Property Rights including all modifications, amendments and developments thereof. Hence all such Intellectual Property Rights shall automatically and immediately upon their creation stay with and/or be transferred to Polestar. Polestar shall further have the right to transfer, sublicense, modify and otherwise freely dispose of such Intellectual Property Rights.

6.2 Volvo brand name

- 6.2.1 This Agreement does not include any right to use the "Volvo" brand name, or Trademarks, or refer to "Volvo" in communications or official documents of whatever kind. The Parties acknowledge that the "Volvo" Trademarks as well as the "Volvo" name is owned by Volvo Trademark Holding AB and that the right to use the name and the "Volvo" Trademarks is subject to a license agreement, which stipulates that the name, Trademarks and all thereto related Intellectual Property Rights can only be used by Volvo Car Corporation and its Affiliates in relation to Volvo products.
- 6.2.2 This Agreement does not include any rights to directly or indirectly use the "Volvo" brand name or "Volvo" Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence.

6.3 Polestar brand name

- 6.3.1 For sake of clarity, this Agreement does not include any right to use the "Polestar" brand name or Trademarks, or refer to "Polestar" in communications or official documents of whatever kind.
- 6.3.2 This Agreement does not include any rights to directly or indirectly use the "Polestar" brand name or "Polestar" Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence.

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6.4 Geely brand name

- 6.4.1 For sake of clarity, This Agreement does not include any right to use the "Geely" brand name or Trademarks or any other Trademarks owned by the Owner or its Affiliates (together "**Owner Group Trademarks**"), or refer to any of such brand name and Trademarks in communications or official documents of whatever kind.
- 6.4.2 This means that this Agreement does not include any rights to directly or indirectly use the "Geely" brand name or Owner Group Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence.

7. LIMITATION OF LIABILITY

- 7.1 Neither Party shall be responsible for any indirect, incidental or consequential damage or any losses of production or profit caused by it under this Agreement.
- 7.2 Each Party's aggregate liability for any damage arising out of or in connection with this Agreement shall be limited to [***]value of the Tooling And Equipment for which the right to use is provided under this Agreement.
- 7.3 The limitations of liability set out in this Section 7 shall not apply in respect of;
 - (a) claims related to death or bodily injury;
 - (b) damage caused by wilful misconduct or gross negligence,
 - (c) damage caused by a Party's breach of the confidentiality undertakings in Section 9 below, or
 - (d) damage arising out of an infringement, alleged infringement, of the other Party's or any third party's Intellectual Property.

8. GOVERNANCE AND CHANGE MANAGEMENT

8.1 Governance

- 8.1.1 The Parties shall act in good faith in all matters and shall at all times co-operate in respect of changes to this Agreement as well as issues and/or disputes arising under this Agreement.
- 8.1.2 The governance and co-operation between the Parties in respect of this Agreement shall primarily be administered on an operational level. In the event the Parties on an operational level cannot agree upon *inter alia* the prioritisation of development activities or other aspects relating to the co-operation between the Parties, User or Polestar shall be entitled to escalate such issue to the Steering Committee.
- 8.1.3 If the Steering Committee fails to agree upon a solution of the disagreement the relevant issue should be escalated to the Strategic Board for decision.
- 8.1.4 The Owner acknowledges that it is not directly part of the Steering Committee and the Strategic Board and agrees that Polestar, on behalf of the Owner, will handle any potential escalation. The Owner shall abide by the governance under this Section 8.1 given the nature of the cooperation under this Agreement.

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8.2 Changes

- 8.2.1 During the term of this Agreement, the User can request changes to the Tooling And Equipment Specification, which shall be handled in accordance with the governance procedure set forth in Section 8.1 above. Polestar and the User agree to act in good faith to address and respond to any change request within a reasonable period of time.
- 8.2.2 The Parties acknowledge that the Owner or Polestar will not make any changes in accordance with such change request until agreed in writing between Polestar and the User. For the avoidance of any doubt, until there is agreement about the requested change, the existing Tooling And Equipment Specification shall be valid.
- 8.2.3 The Owner grants to User the right to use changes and modifications to the existing Tooling and Equipment Specification as agreed between the User and Polestar in accordance with Section 3.

9. CONFIDENTIALITY

- 9.1 The Parties shall take any and all necessary measures to comply with the security and confidentiality procedures of the other Party.
- 9.2 All Confidential Information shall only be used for the purposes set forth in this Agreement. Each Party shall keep in confidence any Confidential Information obtained in relation to this Agreement and shall not divulge the same to any Third Party, unless the exceptions specifically set forth below in this Section 9.2 below apply, in order to obtain patent protection or when approved by the other Party in writing, and with the exception of their own, officers, employees, consultants or sub-contractors or Affiliates with a need to know as to enable such personnel to perform their duties hereunder. This provision shall not apply to Confidential Information which the Receiving Party can demonstrate:
 - (a) was in the public domain other than by breach of this undertaking, or by breach of another confidentiality undertaking, at the time such information is disclosed by the Disclosing Party;
 - (b) was already in the possession of the Receiving Party before its receipt from the Disclosing Party;

- (c) is lawfully obtained from a Third Party who is free to divulge the same provided such Third Party is not under any obligation to keep such information confidential;
- (d) is required to be disclosed by mandatory law, court order, lawful government action or applicable stock exchange regulations; or
- (e) is developed or created by one Party independently of the others, without any part thereof having been developed or created with assistance or information received from the other Party.
- 9.3 The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the dissemination to third parties or publication of the Confidential Information, as the Receiving Party uses to protect its own Confidential Information of similar nature. Further, each Party shall ensure that its employees and consultants are bound by a similar duty of confidentiality and that any subcontractors taking part in the fulfilment of that Party's obligations hereunder, enters

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into a confidentiality undertaking containing in essence similar provisions as those set forth in this Section 9.

- 9.4 Any tangible materials that disclose or embody Confidential Information should be marked by the Disclosing Party as "Confidential," "Proprietary" or the substantial equivalent thereof. Confidential Information that is disclosed orally or visually shall be identified by the Disclosing Party as confidential at the time of disclosure, with subsequent confirmation in writing within thirty (30) days after disclosure. However, the lack of marking or subsequent confirmation that the disclosed information shall be regarded as "Confidential" does not disqualify the disclosed information from being classified as Confidential Information.
- 9.5 If any Party violates any of its obligations described in this Section 9, the violating Party shall, upon notification from the other Party, (i) immediately cease to proceed such harmful violation and take all actions needed to rectify said behaviour and (ii) financially compensate for the harm suffered as determined by an arbitral tribunal pursuant to Section 13.2 below. All legal remedies (compensatory but not punitive in nature) according to law shall apply.
- 9.6 This Section 9 shall survive the expiration or termination of this Agreement without limitation in time.

10. TERM AND TERMINATION

- 10.1 This Agreement shall become effective when signed by duly authorised signatories of each Party (the "**Effective Date**") and shall remain in force until terminated in accordance with what is set out below in this Section 10 (the "**Term**").
- 10.2 This Agreement may be terminated, in whole or in part (including for the avoidance of doubt any of its Appendices), with immediate effect:
 - (a) by either Party if the other Party is in material breach of any of its obligations under this Agreement and such breach (if remediable) is not remedied within thirty (30) days of written notice thereof;
 - (b) by either Party if the other Party should become insolvent or enter into negotiations on composition with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors; or
 - (c) by either Party if the asset transfer agreement regarding the Tooling And Equipment between the Owner and Polestar is terminated, and in such case Polestar and User shall with immediate effect enter into a separate agreement based on the general purposes and principles outlined in this Agreement for the purpose of granting User a right to use the Tooling And Equipment for the [***]vehicle related production in order to ensure that User can uphold [***]vehicle related production. If Polestar fails to provide User, directly or indirectly through other companies, with a right to use the Tooling and Equipment for the [***]vehicle related production, User shall not be liable for delayed or stopped [***]vehicle related production; or
 - (d) by either Polestar or the User or their respective Affiliates acting as a nondefaulting party, in the event of termination of the manufacturing agreement for [***]vehicle or any related material project contract due to a material breach or any insolvency or bankruptcy event of either Polestar or the User or their

respective Affiliates in accordance with the terms and conditions therein, provided that such terminating Party can reasonably demonstrate that the subject matters or primary purpose of this Agreement have been significantly and adversely affected by the termination thereof.

10.3 For the avoidance of doubt, if this Agreement has expired or has been terminated in accordance with this Section 10, then all Appendices to this Agreement shall automatically and immediately terminate.

11. MISCELLANEOUS

11.1 Force majeure

- 11.1.1 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes (whether involving its own workforce or a Third Party's), failure of general energy sources delivering energy to the plant, restrictions concerning motive force, acts of God, war, terrorism, insurgencies and riots, civil commotion, mobilization or extensive call ups, interference by civil or military authorities, national or international calamity, currency restrictions, requisitions, confiscation, armed conflict, malicious damage, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, stroke of lightning, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions.
- 11.1.2 A non-performing Party, which claims there is a Force Majeure Event, and cannot perform its obligations under the Agreement as a consequence thereof, shall use all commercially reasonable efforts to continue to perform or to mitigate the impact of its non-performance notwithstanding the Force Majeure Event and shall continue the performance of its obligations as soon as the Force Majeure Event ceases to exist.

11.2 Notices

- 11.2.1 All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Agreement must be in legible writing in the English language delivered by personal delivery, facsimile, email transmission or prepaid overnight courier using an internationally recognized courier service and shall be effective upon receipt, which shall be deemed to have occurred:
 - (a) in case of personal delivery, at the time and on the date of personal delivery;
 - (b) if sent by facsimile or email transmission, at the time and on the date indicated on a confirmation of successful transmission page relating to such facsimile transmission or at the time and date indicated on a response confirming such successful email transmission;
 - (c) if delivered by courier, at the time and on the date of delivery as confirmed in the records of such courier service; or
 - (d) at such time and date as delivery by personal delivery or courier is refused by the addressee upon presentation;

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in each case provided that if such receipt occurred on a non-business day, then notice shall be deemed to have been received on the next following business day; and provided further that where any notice, demand, request or other communication is provided by any party by email, such party shall also provide a copy of such notice, demand, request or other communication by using one of the other methods.

11.2.2 All such notices, demands, requests and other communications shall be sent to following addresses:

To Owner: Chengdu Jisu New Energy Vehicle Co., Ltd. Attention: [***] 1760's Jiangling Rd, Binjiang district,Hangzhou,Zhejiang province,China. Email: [***]

To User:

er: Zhongjia Automobile Manufacturing (Chengdu) CO. LTD Attention: [***] Email: [***]

With a copy not constituting notice to:

Zhongjia Automobile Manufacturing (Chengdu) CO. LTD Attention: [***] [***]

To Polestar: Polestar Automotive China Distribution Co. Ltd Attention: [***] Email: [***]

With a copy not constituting notice to:

Polestar Automotive China Distribution Co. Ltd Attention: [***] Email: [***]

11.3 Assignment

Neither Party may, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under this Agreement without the other Parties' prior written consent.

11.4 Waiver

Neither Party shall be deprived of any right under this Agreement because of its failure to exercise any right under this Agreement or failure to notify the infringing Party of a breach in connection with the Agreement. Notwithstanding the foregoing, rules on complaints and limitation periods shall apply.

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11.5 Severability

In the event that any provision of this Agreement conflicts with applicable law or if any such provision is held invalid by an arbitrator or a competent court, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remainder of the Agreement shall at all times remain in full force and effect.

11.6 Entire Agreement

All arrangements, commitments and undertakings in connection with the subject matter of this Agreement (whether written or oral) made before the date of this Agreement are superseded by this Agreement.

11.7 Amendments

Any amendment or addition to this Agreement shall not be legally valid unless made in writing and signed by all the Parties.

11.8 Survival

If this Agreement is terminated or expires pursuant to Section 10 above, Section 4.2.5 (late payment interest), Section 9 (*Confidentiality*), Section 12 (*Governing Law*), Section 13 (*Dispute resolution*) as well as this Section 11.8, shall survive any termination or expiration and remain in force as between the Parties after such termination or expiration.

12. GOVERNING LAW

12.1 This Agreement and all non-contractual obligations in connection with this Agreement shall be governed by the substantive laws of People's Republic of China without giving regard to its conflict of laws principles.

13. DISPUTE RESOLUTION

13.1 Escalation principles

13.1.1 In case the Parties cannot agree on a joint solution for handling disagreements or disputes,

a deadlock situation shall be deemed to have occurred and each Party shall notify the other Party hereof by the means of a deadlock notice and simultaneously send a copy of the notice to the Steering Committee. Upon the receipt of such a deadlock notice, the receiving Party shall within ten (10) days of receipt, prepare and circulate to the other Party a statement setting out its position on the matter in dispute and reasons for adopting such position, and simultaneously send a copy of its statement to the Steering Committee. Each such statement shall be considered by the next regular meeting held by the Steering Committee or in a forum meeting specifically called upon by either Party for the settlement of the issue.

13.1.2 The members of the Steering Committee shall use reasonable endeavours to resolve a deadlock situation in good faith. As part thereof, the Steering Committee may request the Parties to in good faith develop and agree on a plan to resolve or address the breach, to be presented for the Steering Committee without undue delay. If the Steering Committee agrees upon a resolution or disposition of the matter, the Parties shall agree in writing on terms of such resolution or disposition and the Parties shall procure that such resolution or disposition is fully and promptly carried into effect.

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- 13.1.3 If the Steering Committee cannot settle the deadlock within thirty (30) days from the deadlock notice served pursuant to Section 18.1.1 above, such deadlock will be referred to the Strategic Board for decision. Should the matter not have been resolved by the Strategic Board within thirty (30) days counting from when the matter was referred to them, despite using reasonable endeavours to do so, the matter shall be resolved in accordance with Section 13.2 below. If no Steering Committee has been established between the Parties, the relevant issue shall be referred to the Strategic Board immediately and Section 13.1.2 above shall not apply.
- 13.1.4 All notices and communications exchanged in the course of a deadlock resolution proceeding shall be considered Confidential Information of each Party and be subject to the confidentiality undertaking in Section 9 above.
- 13.1.5 Notwithstanding the above, the Parties agree that either Party may disregard the time frames set forth in this Section 13.1 and apply shorter time frames and/or escalate an issue directly to the Strategic Board in the event the escalated issue is of an urgent character and where the applicable time frames set out above are not appropriate.

13.2 Arbitration

- 13.2.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be submitted to the China International Economic and Trade Arbitration Committee ("CIETAC") for arbitration, which shall be held in Shanghai and conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration, whereas the language to be used in the arbitral proceedings shall be English.
- 13.2.2 Irrespective of any discussions or disputes between the Parties, each Party shall always continue to fulfil its undertakings under the Agreement unless an arbitral tribunal or court (as the case may be) decides otherwise.
- 13.2.3 In any arbitration proceeding, any legal proceeding to enforce any arbitration award, or any other legal proceedings between the Parties relating to this Agreement, each Party expressly waives the defence of sovereign immunity and any other defence based on the fact or allegation that it is an agency or instrumentality of a sovereign state. Such waiver includes a waiver of any defence of sovereign immunity in respect of enforcement of arbitral awards and/or sovereign immunity from execution over any of its assets.
- 13.2.4 All arbitral proceedings as well as any and all information, documentation and materials in any form disclosed in the proceedings shall be strictly confidential.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been signed in three (3) originals on the date first stated above, of which the Parties have received one (1) each.

Date:

Date:

Chengdu Jisu New Energy Vehicle Co., Ltd

Zhongjia Automobile Manufacturing (Chengdu) Co. Ltd

Printed name: Title: Printed name: Title:

Printed name: Title:

Date:

Printed name: Title:

Date:

Polestar Automotive China Distribution Co. Ltd

Printed name: Title:

Printed name: Title:

Date:

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APPENDIX A

TOOLING AND EQUIPMENT SPECIFICATION

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APPENDIX B

FEE

The Fee is based on the depreciation cost for the Tooling And Equipment over the life time of the [***]vehicle, [***]. It is calculated based on the total acquisition value of the Tooling And Equipment per Appendix A, which can be amended based on changes or modifications of the tooling over time, divided by the depreciation time of seven years as follows:

***]		

The Parties recognize that the yearly Fee set out in the table above are estimates and that the Fee payable by User under this Agreement will be based on the actual depreciation cost for the Tooling And Equipment. Owner shall no later than in December each year provide User with the updated information on the estimated Fee payable for the coming calendar year. Further, the Owner shall during the calendar year on a quarterly basis keep User informed about any changes in the estimated Fee. At the end of the Calendar year the Owner will make a reconciliation between the Fee invoiced during the calendar year and the actual depreciation cost for the Tooling And Equipment for that calendar year and any difference (surplus or deficit) will be carried forward and be included in the Fee for the next calendar year. If there at the end of production is a surplus or deficit such difference should be paid/repaid as a lump-sum.

The Fee will be free from any mark-up or interest from the Owner to the User.

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EXECUTION VERSION

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

TECHNOLOGY LICENSE AGREEMENT

ZHEJIANG LIANKONG TECHNOLOGIES CO., LTD

and

POLESTAR PERFORMANCE AB

Regarding a license to certain [***] and [***] technology for the Polestar branded vehicle [***]

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APPENDIXES

- 1. APPENDIX 1 SPECIFICATION, INCLUDING APPENDICIES 1A-1C
- 2. APPENDIX 2 DELIVERY PLAN

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Agreement No.: GEE23-008

This **TECHNOLOGY LICENSE AGREEMENT** (this "License Agreement") is dated September 8th, 2023 and made between:

- (1) ZHEJIANG LIANKONG TECHNOLOGIES CO., LTD, Reg. No. 91330201MA2CK2Q280, a limited liability company incorporated under the laws of the People's Republic of China ("Licensor"); and
- (2) POLESTAR PERFORMANCE AB, Reg. No. 556653-3096, a limited liability company incorporated under the laws of Sweden ("Licensee").

Each of Licensor and Licensee is hereinafter referred to as a "Party" and jointly as the "Parties".

BACKGROUND

- A. Licensor is engaged in the development and commercialization of automobile technologies.
- B. Licensee is engaged in the development, manufacturing and sale of Polestar branded highend electric performance vehicles.
- C. Licensee is now planning to develop, manufacture and sell a Polestar branded car with the internal project name [***] (the "**Polestar Vehicle**") which will contain certain Intellectual Property Rights (as defined in Section 11 below) owned or sublicensable by the Licensor.
- D. Thus, the Parties have determined that Licensor shall grant Licensee certain rights to use the Licensed Intellectual Property (as defined in Section 11 below) in accordance with the terms in this License Agreement.
- E. The base assumption has been that the Polestar Vehicle will use certain technology from the Licensor. Before entering into this License Agreement, the Parties have therefore jointly discussed and specified the Technology (defined in Section 11 below).

- F. The Parties acknowledge that the Technology vests with or is licensable by the Licensor. However, the Parties have agreed, that the Licensor, subject to the due payment of the License Fee (as defined in Section 6 below), will grant the Licensee the right to use the Licensed Intellectual Property for certain purposes as further detailed herein.
- G. In light of the foregoing, the Parties have agreed to execute this License Agreement.

1. DEFINITIONS

For the purpose of this License Agreement, the following terms shall have the meanings assigned to them below. All capitalized terms in singular in the list of definitions shall have the same meaning in plural and *vice versa*. Any capitalized terms used, but not specifically

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defined below in this Section 1, shall have the meaning ascribed to them in the License Agreement.

"Acceptance" is defined in Section 3.2.43.2.4.

"Acknowledged Person" means any workshop appointed by Polestar and included in the Volvo Cars' network of authorized workshops or any other person mutually approved by the Licensee and Licensor.

"Adaptation" is defined in Section 4.1.1(d).

"Agreed Delivery Date" means the date of delivery according to the agreed delivery plan set forth in Appendix 2, i.e. delivery will be initiated upon signing of this Agreement and will continue until Freeze Date.

"Appendix" means an appendix to this License Agreement.

"Affiliate" means

- (a) for Licensor, any legal entity that, directly or indirectly, controls, is controlled by or is under common control with Zhejiang Liankong Technologies Co., Ltd however excluding Licensee and its Affiliates within the Polestar group; and
- (b) for Licensee, any legal entity that, directly or indirectly, controls, is controlled by or is under common control with Polestar Performance AB however excluding Licensor and its Affiliates not in the Polestar group.

"control" for this purpose meaning the possession, directly or indirectly, by agreement or otherwise, of (i) at least 50% of the voting stock, partnership interest or other ownership interest, or (ii) the power (a) to appoint or remove a majority of the board of directors or other similar governing body of an entity, or (b) to cause the direction of the management of an entity.

"Change Management Process" means the process of change management to be agreed between the Parties for changes and development of the Licensed Intellectual Property that occurs after Freeze Date and which are not included by the License Fee.

"Confidential Information" means any and all non-public information regarding the Parties and their respective businesses, whether commercial or technical, in whatever form or media, including but not limited to the existence, content and subject matter of this License Agreement, information relating to Intellectual Property Rights, concepts, technologies, processes, commercial figures, techniques, algorithms, formulas, methodologies, knowhow, strategic plans and budgets, investments, customers and sales, designs, graphics, CAD models, CAE data, statement of works (including engineering statement of works and any high level specification), targets, test plans/reports, technical performance data and engineering sign-off documents and other information of a sensitive nature, that a Party learns from or about the other Party or its Affiliates prior to or after the execution of this License Agreement.

"Data Room" means Geely External Collaboration Platform (GECP), Systemweaver or equivalent as agreed by both Parties, which are the data rooms used for Delivery under this License Agreement. A list of persons designated by the Licensee and their respective access to the Data Room shall be provided to the Licensor.

"Delivery" is defined in Section 3.2.2.

"Delivery Check" is defined in Section 3.2.3.

"Disclosing Party" means the Party disclosing Confidential Information to the Receiving Party.

"Force Majeure Event" is defined in Section 13.1.1.

"Freeze Date" means [***].

"[***] Technology" means certain [***] technology which are owned or sublicensable by Licensor as specified in Appendix 1.

"Have Made" means the right of the Licensee, as applicable, to have Acknowledged Person make for the Licensee and does not include the right to grant sublicenses to another person to make for such person's own use or use, other than for Licensee.

"Job1" means the date on which the production of the Polestar Vehicle covered by this License Agreement starts.

"License Fee" is defined in Section 6.

"Indemnitees" is defined in Section 8.

"Industry Standards" means the exercise of such professionalism, skill, diligence, prudence and foresight that would normally be expected at any given time from a skilled and experienced actor engaged in a similar type of undertaking as under this License Agreement.

"Intellectual Property Rights" / "IP" means Patents, Non-patented IP and rights in Confidential Information to the extent protected under applicable laws anywhere in the world and know-how. For the avoidance of doubt, Trademarks are not included by this definition.

"Joint Venture" means Polestar Technology (China) Co., Ltd (company name and registration number pending incorporation), a limited liability company under incorporation under the laws of PRC, which will be owned by Polestar Automotive Holding UK PLC and Xingji Meizu Group.

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Agreement No.: GEE23-008

"License" is defined in Section 4.1.1.

"License Agreement" means this License Agreement including all of its Appendices as amended from time to time.

"Licensed Intellectual Property" means the Intellectual Property Rights relating to the Technology. For the avoidance of doubt, the Licensed Intellectual Property includes Licensed Updates and Upgrades. For the avoidance of doubt, Intellectual Property Rights relating to source code and object code (except for the Software Code as specified in

Appendix 1) are not included by this definition.

"Licensed Updates" is defined in Section 3.3.4.

"Licensed Upgrades" is defined in Section 3.3.4.

"Licensed Updates and Upgrades" is defined in Section 3.3.4.

"Manufacture" means the right of the Licensee to manufacture the Polestar Vehicle in its own plants or Asia Europe New Energy Vehicle Manufacturing (Chongqing) Co., Ltd. or any other plant mutually approved by the Licensee and Licensor.

"Modifications" shall mean all modifications, enhancements and improvements, or change of any kind to, and derivative works of the Technology that are uniquely requested or performed by the Licensee (excluding, for the avoidance of doubt, any Upgrades and Updates).

"New Technology" means changes to the Technology other than Updates and Upgrades, including 1) any new generation of the Technology which is developed after the signing of this License Agreement (from concept to finished product) and which is not possible to achieve with current Technology; and 2) any new modules, parts, functionalities added to the [***] and [***] electrical platform after signing of this License Agreement which are outside of the scope of the Technology as defined in Appendix 1.

"Polestar Vehicle" has the meaning set out in background C.

"Non patented IP" means copyrights (including rights in computer software), database rights, semiconductor topography rights, rights in designs, and other Intellectual Property Rights (other than Trademarks and Patents) and all rights or forms of protection having equivalent or similar effect anywhere in the world, in each case whether registered or unregistered, and registered includes registrations, applications for registration and renewals whether made before, on or after execution of this License Agreement.

"Patents" means utility models, industrial designs and all patents (including, without limitation, patents of importation, patents of confirmation, patents of improvement, design patents, certificates of addition and utility patents, as well as divisions, reissues, continuations, continuations-in-part, re-examination certificates, provisional applications, renewals and extensions of any of the foregoing, and applications therefor).

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"**PRC**" means the People's Republic of China, but excluding, for the purposes of this License Agreement, Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan.

"Receiving Party" means the Party receiving Confidential Information from the Disclosing Party.

"Representatives" is defined in Section 11.2.

"Service Agreement" means the agreement for the performing of service with respect to Polestar Vehicle which is contemplated to be entered into by Licensee and Zeekr on or closely after the signing date of this Agreement.

"Software Code" means the software part of the Technology which is specified in Appendix 1C, which is to be delivered to Licensee in source code or object code form.

"Software Code IP" means the Intellectual Property Rights in relation to (i) the Software Code, and (ii) Licensed Updates and Upgrades with respect to the Software Code, in each case, excluding any IP owned by third parties that are not Affiliates of Licensor.

"Steering Committee" is defined in Section 10.3.

"Strategic Board" is defined in Section 10.4.

"Supplier IP" means the Intellectual Property Rights owned by suppliers of Licensor or its Affiliates which is not sub-licensable by Licensor.

"**Technology**" means the [***] Technology and [***] Technology. For the avoidance of doubt, source code and object code, except for the Software Code as specified in Appendix 1, are not included by this definition.

"Term" is defined in Section 12.

"Territory" means Americas, Asia Oceania, Europe, the Middle East and Africa.

"Third Party" means a party other than any of the Parties and Affiliates of the Parties to this License Agreement.

"Trademarks" means trademarks (including part numbers that are trademarks), service marks, logos, trade names, business names, assumed names, trade dress and get-up, and domain names, in each case whether registered or unregistered, including all applications, registrations, renewals and the like, in each case to the extent they constitute rights that are enforceable against Third Parties.

"Update" is defined in Section 3.3.2.

"Upgrade" is defined in Section 3.3.3.

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"**Use**" means to make, Have Made, Manufacture, keep, install, integrate, extract, assemble, reproduce, incorporate, test, service or repair, including, in the case of installation, integration, assembly, service or repair, the right to have an Acknowledged Person carry out any of these activities on behalf of the Licensee.

"[***] Technology" means certain ZEEA 2.0 and [***] technology which are owned or sublicensable by Licensor as specified in Appendix 1.

"Zeekr" means "Zhejiang ZEEKR Automobile Research & Development Co., Ltd." or an affiliate designated by this company.

2. SCOPE OF THE LICENSE AGREEMENT

2.1 General

- 2.1.1 The Appendices shall be considered integral parts of this License Agreement and any reference to the License Agreement shall include the Appendices.
- 2.1.2 In the event where there are any contradictions or inconsistencies between the terms of the main body text of this License Agreement and the Appendices hereto, the terms and conditions of the main body text shall prevail.

3. THE TECHNOLOGY

3.1 General

- 3.1.1 The License Agreement shall govern the Licensor's License of the Technology to the Licensee for the Polestar Vehicle. The Licensor shall provide the Technology to the Licensee in a seamless, reliable and professional manner and in accordance with the Industry Standards.
- 3.1.2 A mutually agreed specification for the Technology setting forth the deliverables of the Licensor under this License Agreement is set out in Appendix 1. The technical functions are defined in Appendix 1 in accordance with the Parties' best understanding when entering into this License Agreement. A final specification of the deliverables shall, subject to good faith and joint discussions between the Parties, be made at Freeze Date. All of the aforementioned specifications shall be considered an integral part of Appendix 1 and consequently also of this License Agreement. For the avoidance of doubt, New Technology shall not be included in the License.

3.2 Making available the Technology

3.2.1 Licensor shall make the Technology available to Licensee at the latest at the Agreed Delivery Date. The Technology shall only be made available in a Data Room.

- 3.2.2 The Technology shall be deemed made available by Licensor to Licensee if relevant deliverables specified in Appendix 1 have been electronically loaded into and made accessible to Licensee by Licensor in the Data Room in accordance with Appendix 2 ("Delivery").
- 3.2.3 The Licensee shall be entitled to perform a delivery check on the delivered deliverables in the Data Room to verify compliance with Appendix 1 ("Delivery Check").
- 3.2.4 The Licensee shall inform the Licensor of the result of the Delivery Check within thirty (30) days after the Technology has been made available pursuant to Section 3.2.1 and Section 3.2.2, and specify any omission in a written report. Acceptance shall be deemed to have been given either if the Licensee in writing has approved the delivery of the Technology or if notice is not given by the Licensee within the time set forth in this Section 3.2.4 ("Acceptance"). In the event of any such omission, the Licensor shall within thirty (30) days remedy such omission, where after a new Delivery Check in accordance with the above may be conducted. For the avoidance of doubt, an Acceptance shall not limit Licensor's obligations under this License Agreement.
- 3.2.5 The Licensor will be in delay in the event the actual delivery date occurs after the Agreed Delivery Date provided this is not due to the Licensee's failure to comply with its obligations hereunder.
- 3.2.6 If the Licensor finds that it will not be able to deliver the Technology at the Agreed Delivery Date or if delay on its part seems likely, the Licensor shall inform the Licensee of the reasons for and consequences of not meeting the Agreed Delivery Date and shall at its own cost (unless the delay is caused by the Licensee in which case the cost shall be borne by the Licensee) take all steps reasonably necessary, including providing additional resources, to ensure that the requirements are met as soon as possible.

3.3 Updates and Upgrades

- 3.3.1 The Licensor or its Affiliates undertakes to, at their sole discretion, continuously during the Term and thereafter, conduct Update and Upgrade of the Technology or any part thereof.
- 3.3.2 **"Update**" means any change of a corrective nature to such Technology initiated and conducted by the Licensor, relating only to the following:
 - i) resolution of software bugs in the platform software;
 - ii) resolution of identified engineering issues all platform parts,
 - iii) re-call driven software or hardware items.

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- 3.3.3 **"Upgrade**" means any change of an improvement nature to such Technology initiated and conducted by the Licensor relating only to the following:
 - cost reduction ideas (through re-design, deletion or addition of parts) as flow through to that benefits the platform material cost (BoM),
 - ii) process ideas as flow through that benefits the overall capital cost level,
 - iii) product enhancement ideas increasing customer value and

- iv) redesign in order to fulfill legal or regulatory requirements.
- 3.3.4 Intellectual Property Rights relating to Updates and Upgrades implemented by the Licensor [***] for such Technology (such Updates are referred to as "Licensed Updates", such Upgrades are referred to as "Licensed Upgrades", Licensed Updates and Licensed Upgrades are referred to collectively as "Licensed Updates and Upgrades") shall be included in the Licensed Intellectual Property.
- 3.3.5 Updates and Upgrades (other than Licensed Updates and Upgrades) are not covered by the License and shall be subject to the Change Management Process and be paid for separately by the Licensee. For the avoidance of doubt, such Upgrades and Updates is not governed by this License Agreement but shall be subject to a separate change management agreement between the Parties.
- 3.3.6 Procedure for the provision of Licensed Updates and Upgrades
 - 3.3.6.1 The Licensor will use its best efforts to keep the Licensee continuously informed and share information as soon as reasonably possible in advance of the planned implementation of any Licensed Update or Upgrade that may materially affect or alter the Technology, leaving reasonable period of time for the Licensee to decide on whether such Licensed Update or Upgrade, planned by the Licensor, should be used in the Polestar Vehicle.
 - 3.3.6.2 For each Licensed Upgrade, the Licensor shall provide the Licensee a specification of the Licensed Upgrade prior to executing the Upgrade.
 - 3.3.6.3 The Licensor shall make the Licensed Updates and Upgrades available to the Licensee as soon as reasonably possible after such Licensed Updates and Upgrades are completed by the Licensor, provided the Licensee decides that such Licensed Updates and Upgrades will be used in the Polestar Vehicle pursuant to Section 3.3.6.1.
 - 3.3.6.4 For the avoidance of doubt, the Parties acknowledge that, with respect to Licensed Updates and Upgrades, the Licensor will be entitled to make Updates and Upgrades to the Technology as long as the specification in Appendix 1 is met. The Parties undertake to act in good faith and to agree on the consequences of any such Licensed Updates and Upgrades for the Licensee. If the Parties cannot agree on such 10

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suggested Updates and Upgrades of Technology, Licensor shall still be entitled to carry out said Updates and Upgrades and the result thereof shall be owned by Licensor. In this event Licensee may stay with the original Technology or chose to develop a unique solution at Licensee's cost and expense. If such unique solution is based on the Technology an approval according to Section 4.1.1(e) shall be required. For the avoidance of doubt, the Licensor's rights to develop Updates and Upgrades after Freeze Date and New Technology shall not be restricted by this Section 3.3.6.4.

3.4 Change Management

- 3.4.1 The Licensor will, upon mutually agreed terms and conditions between the Parties, perform Change Management Process. For the avoidance of doubt, the performance of Change Management Process is not governed by this License Agreement but shall be subject to a separate change management agreement between the Parties.
- 3.4.2 Without prejudice to Section 3.3, (i) Any Modification (other than Adaptation) at any time, (ii) Updates and Upgrades (other than (a) Licensed Updates and Upgrades, and (b) Updates and Upgrades in relation to Software Code), and (iii) introduction of New Technology shall be subject to the Change Management Process.
- 3.4.3 Modifications of the Technology (other than Adaptation), may be performed by the Licensee subject to approval by the Licensor in accordance with the Change Management Process. For each Modification performed by the Licensee, Licensee shall provide the Licensor a specification of the Modification prior to executing the Modification. For the avoidance of doubt, Modifications in relation to Software Code, may, at the Licensee's request and upon Licensor's approval, be performed by the Licensor or its Affiliates subject to a separate agreement.
- 3.4.4 Licensee shall have the right to replace part of the Technology with Polestar owned technology, which is not based on the Technology. Such replacement should be made at Licensee's cost and should not result in an adjustment of the License Fee.

3.5 Deviation in the Technology

In the event the Technology, or any part thereof, deviates from the requirements set forth in Appendix 1, the Licensor shall, if such deviation is discovered within three hundred and sixty-five (365) days after Job1, remedy such deviation as soon as possible at the Licensor's own cost. The foregoing shall not apply to any Software Code and no such remedy shall be available for deviation discovered after the Acceptance of Software Code.

4.	LICENSE

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4.1 General
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4.1.1 Licensor hereby grants to Licensee a non-exclusive, irrevocable, perpetual (however at least 50 years long (however, in no event shall such time exceed the validity period of any 11

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Intellectual Property Right contained in the Technology)), fully paid-up, non-sublicensable (however sublicensable to Licensee's Affiliates pursuant to the terms and conditions in Section 4.1.3) license, to the Technology and Licensed Intellectual Property, within the Territory, and solely in relation to the Polestar Vehicle, to:

- Use, in whole or in part, the Licensed Intellectual Property for the purpose of manufacturing the Polestar Vehicle;
- (b) sell and make available the Polestar Vehicle;
- sell and make available spare parts and/or providing after-sale services (including repair service) based on, incorporating or using the Licensed Intellectual Property, in whole or in part;
- (d) [***]
- (e) [***]),

in each case, in accordance with the terms and conditions of this License Agreement ("License").

- 4.1.2 Notwithstanding anything to the contrary, nothing in this License Agreement shall be construed as to give Licensee any rights, including but not limited to any license rights (express or implied), to the Technology and the Licensed Intellectual Property other than those expressly stated in this License Agreement.
- 4.1.3 The License with respect to any Licensed Intellectual Property other than the Software Code IP, shall be (i) fully sublicensable to Licensee's Affiliates within the Polestar group, (ii) [***], and (iii) [***]. The License shall be sublicensable to Zeekr for the purpose of performing development service for Polestar Vehicle. Except as expressly permitted in this Section 4.1.3, the License shall not be sublicensable by Licensee to any party without prior written approval from Licensor.
- 4.1.4 All sublicenses allowed under this Section 4.1 shall not include any right to further sublicense. Licensee shall (i) procure that its sublicensees is bound by terms and conditions substantially the same as and not less stringent than this License Agreement (including but not limited to license scope and confidentiality), and (ii) be liable for any breach of this License Agreement by any sublicensee as if the breach has been caused by the Licensee itself.
- 4.1.5 The Licensee may have an option to a license in relation to the Technology and Licensed Intellectual Property on other Polestar branded vehicles subject to a separate agreement(s) to be agreed on an at arms' length basis between the Parties.
- 4.1.6 For the avoidance of doubt, Intellectual Property Rights relating to any Licensed Update and Upgrade are included in the Licensed Intellectual Property and therefore shall automatically be included in the License granted in this Section 4.

4.1.7 Without prejudice to Section 4.1.1, the Licensor hereby agrees that Licensee may carry out the activities as prescribed in the Service Agreement.

4.2 Third Party IP

- 4.2.1 For the avoidance of doubt, nothing contained in this License Agreement shall be construed as a license of Intellectual Property Rights owned by third parties that are not Affiliates of Licensor which Licensor does not own or have the right to grant a license to the Licensee (e.g., the Supplier IP).
- 4.2.2 For any Supplier IP which is indispensable for the use of the Technology and is not owned or sublicensable by Licensor, Licensor will make reasonable efforts to support Licensee to obtain a license of such Supplier IP.

4.3 Software Code

- 4.3.1 The Licensee agrees that Software Code and Software Code IP constitutes highly Confidential Information and proprietary trade secrets of Licensor and Section 11 shall apply to Software Code and Software Code IP. The Licensee further agrees that:
 - (a) it shall maintain and update, from time to time, a list of all Representatives who have been granted access to the Software Code and/or Software Code IP, and shall upon Licensor's request, provide Licensor with a copy of such list;
 - (b) it shall not, without the prior written approval of Licensor, use any software, which: (i) contains any program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse, bug, error, defect or trap door, that is capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, or otherwise harming such software, any hardware, data or other electronically stored information, or computer programs or systems; or (ii) contains any open source material (including any libraries or software licensed under the GNU General Public License, the GNU GPL family of licenses (e.g., Affero GPL, LGPL, etc.), the Eclipse License or any other similar "public," "open source" or "free" software license agreement or arrangement), in each case, in connection with the use of Software Code and/or Software Code IP;
 - (c) for any open source material contained in the software as identified in Appendix 1, it shall strictly abide by the terms and conditions of respective open source license (if applicable) and other requirements of Licensor in relation to the management of open source software (if any).

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5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 Ownership
- 5.1.1 Each Party remains the sole and exclusive owner of (i) any Intellectual Property Rights owned, developed or otherwise acquired by such Party prior to the execution of this License Agreement, (ii) any Intellectual Property Rights developed or otherwise acquired independently of this License Agreement, but during the Term of this License Agreement.
 - 4.9 Nickling to abtentioner Account when the descendes constants in continuous of con-

- 5.1.2 Nothing in this License Agreement shall be deemed to constitute an assignment of, or license to use, any Trademarks of either of the Parties.
- 5.1.3 Nothing in this License Agreement shall be deemed an assignment of ownership of the Technology and Licensed Intellectual Property from Licensor or any relevant party to Licensee.
- 5.1.4 Intellectual Property Rights related to Adaptation shall be owned by the Licensee.
- 5.1.5 Licensee acknowledges and agrees that the Adaptation are based on and incorporated with the Technology, and therefore shall only be used in relation to the Polestar Vehicle in accordance with this License Agreement, unless otherwise agreed by Licensor. Licensee hereby agrees to grant Licensor a license to use such Adaptation based on terms and conditions to be further agreed by the Parties. Notwithstanding the foregoing, Licensee shall be entitled to refuse the granting of such license where Licensor requests the right to sublicense/license a Third Party which is a competitor of Licensee (for the avoidance of doubt, excluding any vehicle brands of Licensor's Affiliates) to use such Adaptation.
- 5.1.6 Intellectual Property Rights related to Updates, Upgrades, Modifications (other than Adaptation) and New Technology shall be owned by the Licensor. Licensor hereby agrees to grant Licensee a license to use such Updates, Upgrades (other than Licensed Update and Upgrades), Modification for its own use of the Technology in relation to Polestar Vehicle, subject to terms and conditions set out in a separate agreement to be further agreed by the Parties.
- 5.1.7 Licensee hereby acknowledges and agrees not to challenge under any circumstances Licensor's and its Affiliates' full and exclusive rights to the Technology, the Licensed Intellectual Property. Likewise, the copyright regarding any information and deliverable made available to the Licensee under this License Agreement is and remains with Licensor (or its Affiliates).

5.2 Suspected infringement

- 5.2.1 The Licensee shall promptly (upon becoming aware) notify the Licensor in writing of:
 - (a) any conduct of a Third Party that the Party reasonably believes to be, or reasonably believes to be likely to be, an infringement, misappropriation or other violation of the Licensed Intellectual Property by a Third Person; or

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- (b) any allegations made to Licensee by a Third Party that any Intellectual Property Rights licensed hereunder are invalid, subject to cancellation, unenforceable, or is a misappropriation of any Intellectual Property Rights of a Third Party.
- 5.2.2 In the event that the Licensee has provided the Licensor with a notification in writing pursuant to Section 5.2.1 above, and Licensor decides not to take any action against the Third Party, Licensor may approve in writing that Licensee shall be entitled to take action in its own name against the Third Party at the Licensee's own cost. If Licensor approves, it shall provide reasonable assistance to Licensee, as requested by Licensee at Licensee's expense. If Licensor does not approve Licensee taking such action, the issue should be escalated to the Strategic Board for decision.

5.3 Geely brand name

- 5.3.1 As stipulated in Section 5.1.2, this License Agreement does not include any right to use the "Geely" brand name or Trademarks of the Licensor and its Affiliates, or to refer to "Geely" in communications or official documents of whatever kind.
- 5.3.2 This means that this License Agreement does not confer upon the Licensee any rights to directly or indirectly use the "Geely" brand name or "Geely" Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence. Any such use of "Geely" name and "Geely" Trademarks shall be subject to the consent of relevant right owner.

5.4 Polestar brand name

5.4.1 As stipulated in Section 5.1.2, this License Agreement does not include any right to use the "Polestar" brand name, or Licensee and its Affiliates' Trademarks, or refer to "Polestar" in communications or official documents of whatever kind. The Parties acknowledge that the "Polestar" Trademarks as well as the "Polestar" name is owned by Polestar Holding AB and that the right to use the name and the "Polestar" Trademarks is subject to a license agreement, which stipulates that the name, "Polestar" Trademarks and all thereto related intellectual property rights can only be used by Polestar Performance AB and its Affiliates in relation to Polestar products.

5.4.2 This means that this License Agreement does not include any rights to directly or indirectly use the "Polestar" brand name or "Polestar" Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence

6. LICENSE FEE AND PAYMENT TERMS

6.1 In consideration of Licensor's performance of its obligations under this License Agreement and the License granted from Licensor to Licensee hereunder the Licensee agrees to pay to Licensor a license fee ("License Fee") in the amount of [***].

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- 6.2 The License Fee shall be paid by the Licensee to the Licensor in two instalments pursuant to this Section 6.2.
- 6.3 [***]All amounts referred to in this License Agreement are exclusive of VAT and any other taxes, for example withholding tax and surcharges. The Licensee shall bear the VAT and the Licensor shall bear the withholding tax and surcharges. Each party shall bear its own stamp duty payable in their respective jurisdiction that are applicable in accordance with local legislation to all amounts referred to in this License Agreement. Any amount invoiced by the Licensor to the Licensee shall be without Chinese VAT. The Licensee shall promptly provide the Licensor with all material and evidence of tax withheld.
- 6.4 Payment made later than the due date under Section 6.2 shall automatically be subject to interest for late payments for each day it is not paid and the interest shall be based on [***]
- 6.5 Notwithstanding anything to the contrary in this License Agreement, any portion of the License Fee shall be non-refundable.

7. WARRANTIES

- 7.1 Each Party warrants and represents to the other Party that:
 - (a) it is duly organized, validly existing, and in good standing under the laws of its respective jurisdiction of incorporation or formation, as applicable;
 - (b) it has full corporate power and authority to execute and deliver this License Agreement and to perform its obligations hereunder;
 - (c) if any of the Licensed Intellectual Property is software: (i) it does not contain any program routine, device, code or instructions (including any code or instructions provided by Third Parties) or other undisclosed feature, including a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse, bug, error, defect or trap door, that is capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, or otherwise harming such software, any hardware, data or other electronically stored information, or computer programs or systems; and (ii) except as otherwise identified to Licensee in Appendix 1, such software does not contain any open source material (including any libraries or software licensed under the GNU General Public License, the GNU GPL family of licenses (*e.g.*, Affero GPL, LGPL, etc.), the Eclipse License agreement or arrangement) obligating Licensee to disclose or make Licensee's source or object code available to any Third Party;
 - (d) the execution, delivery and performance of this License Agreement have been duly authorized and approved, with such authorization and approval in full force and effect, and do not and will not (i) violate any laws or regulations applicable to it or (ii) violate its organization documents or any agreement to which it is a party; and

- (e) this License Agreement is a legal and binding obligation of it, enforceable against it in accordance with its terms.
- 7.2 The Licensor hereby warrants to the Licensee that the Licensor, as of the date of this License Agreement, owns or has the right to license the Technology and Licensed Intellectual Property pursuant to the terms of this License Agreement.
- 7.3 The foregoing warranties in this Section 7 are in lieu of all other warranties, whether implied or express, and in particular any warranties of suitability, merchantability, description, design and fitness for a particular purpose, completeness, systems integration and accuracy are expressly excluded to the maximum extent permissible by law.

8. INDEMNIFICATION

Subject to Section 9 (*Limitation of Liability*), [***] any claim by any Third Party that any Licensed Intellectual Property under this License Agreement, infringes the Intellectual Property Rights of the Third Party in the Territory, provided that (a) such claim is supported by a final non-appealable judgment of a competent court or a final verdict of a competent arbitration forum; or (b) in the case of a settlement between the Licensee and such Third Party, the said settlement has been approved by the Licensor. The aforesaid indemnification shall not apply if the infringement is caused by the Licensee using the Technology or Licensed Intellectual Property in a manner not in compliance with the terms and conditions of this License Agreement.

9. LIMITATION OF LIABILITY

- 9.1 The Parties shall only be liable for [***]under this License Agreement and neither Party shall be responsible for any [***] caused by it under this License Agreement.
- 9.2 Each Party's aggregate liability for any direct damage arising out of or in connection with this License Agreement shall be limited to [***] under this License Agreement.
- 9.3 The limitations of liability set forth in this Section 9 shall not apply in respect of damages
 - (a) arising out of claims related to death or bodily injury;
 - (b) caused by willful misconduct or gross negligence;
 - (c) caused by a Party's breach of the confidentiality undertakings in Section 11 below;
 - (d) arising out of an infringement, or alleged infringement, of the other Party's Intellectual Property Rights; or
 - (e) caused by the Licensee's breach of its obligation under Section 4.1.1(d), Section 4.1.3, Section 4.3.1(b) and (c), and Section 5.1.5.

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- 9.4 Licensor shall have no obligation under Section 8, if the alleged infringement arises from:
 - (a) Modifications as defined in Section 1;
 - (b) the application, integration, connection or combination of the Licensed Intellectual Property (or any part therein) with any objects, software, parts, components, systems, or top hats, by the Licensee or any sublicensee or subcontractor of the Licensee, provided such alleged infringement would not have occurred without the foregoing application, integration, connection or combination by the Licensee or

any sublicensee or subcontractor of the Licensee.

(c) Software Code and/or Software Code IP after Adaptation is made.

10. GOVERNANCE

- 10.1 The Parties shall act in good faith in all matters and shall at all times co-operate in respect of changes to this License Agreement as well as issues and/or disputes arising under this License Agreement.
- 10.2 The governance and co-operation between the Parties in respect of this License Agreement shall primarily be administered on an operational level. In the event the Parties on an operational level cannot agree upon the aspects relating to the co-operation between the Parties, each Party shall be entitled to escalate such issue to the relevant governance forums described below.
- 10.3 The first level of governance forum for handling the co-operation between the Parties in various matters, under this License Agreement shall be the "Steering Committee", which regarding cooperation between Licensor and Licensee is the so called Geely/Polestar Steering Committee. The Steering Committee shall be the first level of governance forum established by the Parties for handling the cooperation between them in respect of various matters.
- 10.4 The next level of governance forum, to which an issue shall be escalated if the Steering Committee fails to agree upon a solution shall be the "**Strategic Board**", which regarding cooperation between Licensor and Licensee is an Executive Meeting between the CEO of Zhejiang Geely Holding Group Co., LTD. and the CEO of the Polestar group (currently the CEO of Polestar Automotive Holding Limited). The Strategic Board shall be the highest level of governance forum established by the Parties for handling the cooperation between them in respect of various matters.
- 10.5 In the event that the Parties cannot agree on a joint solution for handling disagreements or disputes, a deadlock situation shall be deemed to have occurred and the procedure set forth in Section 15.2 Arbitration shall apply.

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11. CONFIDENTIAL INFORMATION

- 11.1 The Parties shall take any and all necessary measures to comply with the security and confidentiality procedures of the other Party.
- 11.2 All Confidential Information shall only be used for the purposes comprised by the fulfilment of this License Agreement. Each Party will keep in confidence any Confidential Information obtained in relation to this License Agreement and will not divulge the same to any third party, unless (i) the exceptions specifically set forth below in this Section 11.2 apply, (ii) to persons approved by the other Party in writing, or (iii) to officers, employees, consultants or sub-contractors of the Receiving Party or its Affiliates with a need to know as to enable such personnel to perform their duties for the purpose of fulfilment of this License Agreement (persons referred to in (ii) and (iii) above are referred to collectively as "**Representatives**"). This provision will not apply to Confidential Information which the Receiving Party can demonstrate:
 - (a) was in the public domain other than by breach of this undertaking or another confidentiality undertaking;
 - (b) was already in the possession of the Receiving Party before its receipt from the Disclosing Party;
 - (c) is obtained from a Third Party who is free to divulge the same;
 - (d) is required to be disclosed by mandatory law, court order, lawful government action or applicable stock exchange regulations; or
 - (e) is developed or created by one Party independently of the other, without any part thereof having been developed or created with assistance or information received from the other Party.
- 11.3 The Receiving Party shall protect the disclosed Confidential Information by using the same

degree of care, but no less than a reasonable degree of care to prevent the dissemination to third parties or publication of the Confidential Information, as the Receiving Party uses to protect its own Confidential Information of similar nature. Further, each Party shall (i) ensure that its Representatives are bound by a duty of confidentiality which is not less stringent than those set out in this License Agreement, and (ii) be liable for any breach of this License Agreement by its Representatives as if the breach has been caused by the Party itself.

11.4 Any tangible materials that disclose or embody Confidential Information should be marked by the Disclosing Party as "Confidential," "Proprietary" or the substantial equivalent thereof. Confidential Information that is disclosed orally or visually shall be identified by the Disclosing Party as confidential at the time of disclosure, with subsequent confirmation in writing within thirty (30) days after disclosure. However, the lack of marking or subsequent confirmation that the disclosed information shall be regarded as

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"Confidential", "Proprietary" or the substantial equivalent thereof does not disqualify the disclosed information from being classified as Confidential Information.

- 11.5 If any Party violates any of its obligations described in this Section 11, the violating Party shall, upon notification from the other Party, (i) immediately cease to proceed such harmful violation and take all actions needed to rectify said behavior and (ii) financially compensate for the harm suffered as determined by an arbitral tribunal pursuant to Section 15 below. All legal remedies (compensatory but not punitive in nature) according to law shall apply.
- 11.6 For the avoidance of doubt, this Section 11 does not permit disclosure of source code to software, and/or any substantial parts of design documents to software, included in the Licensed Intellectual Property (including but not limited to the Software Code and Software Code IP), to any third party, notwithstanding what it set forth above in this Section 11. Any such disclosure to third party is permitted only if approved in writing by the Licensor.
- 11.7 This confidentiality provision shall survive the expiration or termination of this License Agreement without limitation in time.

12. TERM AND TERMINATION

- 12.1 This License Agreement shall enter into force when it is signed by duly authorized signatories of each Party and it shall remain in force and effect during the validity of the Licensed Intellectual Property included in the License granted to the Licensee hereunder ("Term") unless terminated in accordance with this Section 12.
- 12.2 Either Party shall be entitled to terminate this License Agreement with immediate effect in the event:
 - (a) the other Party commits a material breach of the terms of this License Agreement, which has not been remedied within thirty (30) days from written notice from the other Party to remedy such breach (if capable of being remedied); or
 - (b) if the other Party should become insolvent or enter into negotiations on composition with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors.
- 12.3 Notwithstanding a termination in accordance with Section 12.2 by the Licensor, the Licensee shall, on market terms to be agreed in good faith between the Parties, have a right to manufacture, market, sell and make available spare parts incorporating or using the Technology and the Licensed Intellectual Property, in whole or in part, in relation to already manufactured Polestar Vehicles.

13. MISCELLANEOUS

13.1 Force majeure

- 13.1.1 Neither Party shall be liable for any failure or delay in performing its obligations under the License Agreement to the extent that such failure or delay is caused by a Force Maieure Event. A "Force Majeure Event" means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a Third Party's), failure of energy sources or transport network, restrictions concerning motive force, acts of God, war, terrorism, insurgencies and riots, civil commotion, mobilization or extensive call ups, interference by civil or military authorities, national or international calamity, currency restrictions, requisitions, confiscation, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, stroke of lightning, earthquakes, loss at sea, pandemics, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default or delays of Licensors or subcontractors if such default or delay has been caused by one of the foregoing events.
- 13.1.2 A non-performing Party, which claims there is a Force Majeure Event, and cannot perform its obligations under the License Agreement as a consequence thereof, shall use all commercially reasonable efforts to continue to perform or to mitigate the impact of its non-performance notwithstanding the Force Majeure Event and shall continue the performance of its obligations as soon as the Force Majeure Event ceases to exist.

13.2 Notices

- 13.2.1 All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this License Agreement must be in legible writing in the English language delivered by personal delivery, email transmission or prepaid overnight courier using an internationally recognized courier service and shall be effective upon receipt, which shall be deemed to have occurred:
 - (a) in case of personal delivery, at the time and on the date of personal delivery;
 - (b) if sent by email transmission, at the time and date indicated on a response confirming such successful email transmission;
 - (c) if delivered by courier, at the time and on the date of delivery as confirmed in the records of such courier service; or
 - (d) at such time and date as delivery by personal delivery or courier is refused by the addressee upon presentation;

in each case provided that if such receipt occurred on a non-business day, then notice shall be deemed to have been received on the next following business day; and provided further 21

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that where any notice, demand, request or other communication is provided by any party by email, such party shall also provide a copy of such notice, demand, request or other communication by using one of the other methods.

13.2.2 All such notices, demands, requests and other communications shall be addressed to the addresses

> To Licensor: Zhejiang Liankong Technologies Co., Ltd. Attention: [***]

	No. 1760 Jiangiing Koad Binjiang District, Hangzhou City China 310051 Email: [***]
With a copy to:	Zhejiang Geely Holding Group Company Limited Attention: Z[***]
	No. 1760 Jiangling Road
	Binjiang District, Hangzhou City
	China 310051
	Email: [***]
To Licensee	Polestar Performance AB
	Attention: [***]
	Assar Gabrielssons väg 9
	405 31 Göteborg
	Sweden
	Email: [***]
With a copy to:	Polestar Performance AB
	Attention: [***]
	Assar Gabrielssons väg 9
	405 31 Göteborg
	Sweden
	Email: [***]

13.3 Assignment

- 13.3.1 Neither Party may, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under this License Agreement without the other Party's prior written consent.
- 13.3.2 Notwithstanding the above, each Party may assign this License Agreement to an Affiliate without the prior written consent of the other Party.

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13.4 Waiver

Neither Party shall be deprived of any right under this License Agreement because of its failure to exercise any right under this License Agreement or failure to notify the infringing party of a breach in connection with the License Agreement. Notwithstanding the foregoing, rules on complaints and limitation periods shall apply.

13.5 Severability

In the event any provision of this License Agreement is wholly or partly invalid, the validity of the License Agreement as a whole shall not be affected and the remaining provisions of the License Agreement shall remain valid. To the extent that such invalidity materially affects a Party's benefit from, or performance under, the License Agreement, it shall be reasonably amended.

13.6 Entire agreement

All arrangements, commitments and undertakings in connection with the subject matter of this License Agreement (whether written or oral) made before the date of this License Agreement are superseded by this License Agreement and its Appendices.

13.7 Amendments

Any amendment or addition to this License Agreement must be made in writing and signed by the Parties to be valid.

13.8 Survival

If this License Agreement is terminated or expires pursuant to Section 12 above, Section 5.1 and 5.3-5.4 (*Intellectual Property Rights*), Section 11 (*Confidential Information*), Section 12 (*Term And Termination*), Section 14 (*Governing Law*), Section 15 (*Dispute Resolution*) as well as this Section 13.8, shall survive any termination or expiration and remain in force as

between the Parties after such termination or expiration. Notwithstanding the foregoing, Section 8 (*Indemnification*) shall apply to Polestar Vehicles and spare parts thereof manufactured during the term of this License Agreement, after the termination of the License Agreement.

14. GOVERNING LAW

This License Agreement and all non-contractual obligations in connection with this License Agreement shall be governed by laws of PRC (excluding laws of Hong Kong, Macau and Taiwan) without giving regard to its conflict of laws principles that may result in application of law of another jurisdiction.

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15. DISPUTE RESOLUTION

15.1 Escalation principles

- 15.1.1 In case the Parties cannot agree on a joint solution for handling disagreements or disputes, a deadlock situation shall be deemed to have occurred and each Party shall notify the other Party hereof by the means of a deadlock notice and simultaneously send a copy of the notice to the Steering Committee. Upon the receipt of such a deadlock notice, the receiving Party shall within ten days of receipt, prepare and circulate to the other Party a statement setting out its position on the matter in dispute and reasons for adopting such position, and simultaneously send a copy of its statement to the Steering Committee. Each such statement shall be considered by the next regular meeting held by the Steering Committee or in a forum meeting specifically called upon by either Party for the settlement of the issue.
- 15.1.2 The members of the Steering Committee shall use reasonable endeavors to resolve a deadlock situation in good faith. As part thereof, the Steering Committee may request the Parties to in good faith develop and agree on a plan to resolve or address the breach, to be presented for the Steering Committee without undue delay. If the Steering Committee agrees upon a resolution or disposition of the matter, the Parties shall agree in writing on terms of such resolution or disposition and the Parties shall procure that such resolution or disposition is fully and promptly carried into effect.
- 15.1.3 If the Steering Committee cannot settle the deadlock within 30 days from the deadlock notice pursuant to the section above, despite using reasonable endeavors to do so, such deadlock will be referred to the Strategic Board. If no Steering Committee has been established between the Parties, the relevant issue shall be referred to the Strategic Board. Should the matter not have been resolved by the Strategic Board within 30 days counting from when the matter was referred to them, despite using reasonable endeavors to do so, the matter shall be resolved in accordance with Section 15.2 below.
- 15.1.4 All notices and communications exchanged in the course of a deadlock resolution proceeding shall be considered Confidential Information of each Party and be subject to the confidentiality undertaking in Section 11 above.
- 15.1.5 Notwithstanding the above, the Parties agree that either Party may disregard the time frames set forth in this Section 15.1 and apply shorter time frames and/or escalate an issue directly to the Strategic Board in the event the escalated issue is of an urgent character and where the applicable time frames set out above are not appropriate.

15.2 Arbitration

15.2.1 Any dispute, controversy or claim arising out of or in connection with this License Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the China International Economic and Trade Arbitration Commission (CIETAC), whereas the seat of arbitration shall be

Shanghai, PRC. The language to be used in the arbitral proceedings shall be English, and the arbitral tribunal shall be composed of three arbitrators.

- 15.2.2 Irrespective of any discussions or disputes between the Parties, each Party shall always continue to fulfil its undertakings under this License Agreement unless an arbitral tribunal or court (as the case may be) decides otherwise.
- 15.2.3 In any arbitration proceeding, any legal proceeding to enforce any arbitration award, or any other legal proceedings between the Parties relating to this License Agreement, each Party expressly waives the defense of sovereign immunity and any other defense based on the fact or allegation that it is an agency or instrumentality of a sovereign state. Such waiver includes a waiver of any defense of sovereign immunity in respect of enforcement of arbitral awards and/or sovereign immunity from execution over any of its assets.
- 15.2.4 All arbitral proceedings as well as any and all information, documentation and materials in any form disclosed in the proceedings shall be strictly confidential.

[Signature Pages Follow]

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This License Agreement has been signed in three (3) originals, of which the Licensor has received two (2) originals and the Licensee received one (1) original.

By:		By:		-
Printed Name: Zhang Quan		Printe	ed Name: Thor	mas Ingenlath
Title: General manager		Title:	CEO	
Date: 28 September 2023		Date:	8 Septembe	r 2023
By:	-	By:	-	-
Printed Name:		Printe	ed Name: Jona	s Engsröm
Title		Titler	lload of Opera	ations
Title:		ntle:	nead of Opera	ations
Date:		Date:	8 Septembe	r 2023

APPENDIX 1 SPECIFICATION, INCLUDING APPENDICIES 1A-1C

1. GENERAL

This Appendix 1 is part of the License Agreement executed between the Licensee and the Licensor and provides a description of the Technology licensed to the Licensee under this License Agreement.

2. DEFINITIONS

Any capitalised terms used but not specifically defined herein shall have the meanings set out for such terms in the License Agreement. In addition, the capitalised terms set out below in this Appendix 1 shall for the purposes of this Appendix have the meanings described herein. All capitalised terms in singular shall have the same meaning in plural and *vice versa*.

3. SPECIFICATION OF LICENSE CONTENT

3.1 The Licensed Intellectual Property and the technical specification and deliverables needed for the Licensee to make use of the Licensed Intellectual Property is specified in the Appendix 1A-1C:

Appendix 1A - Polestar [***]. Network Topology

Appendix 1B – ECU List & Technical Information deliverables

Appendix 1C –Software Code Delivery Content & Open Source Code Information

Appendix 1A – Polestar [***] . Network Topology

Reuse from Zeekr- [***]
 Reuse from Zeekr Other Variants- [***]
 Reuse from [***]-Reuse NW interface
 Reuse from [***]-New NW interface
 Reuse Polestar Specific Solution

Appendix 1B – ECU List & Technical information deliverables

[***]

Appendix 1C. Software Code Delivery Content & Open Source Code Information

[***]

[***]

APPENDIX 2 DELIVERY PLAN

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<u>Certain identified information marked with "[***]" has been omitted from this document because it is both</u> (i) not material and (ii) the type that the registrant treats as private or confidential.

CONTRACT FOR THE TRANSFER OF 100% SHARES OF Polestar New Energy Vehicle Co., Ltd. (跑诗达新能源汽车有限公司)

BETWEEN

Polestar (China) Group Co., Ltd. (极星汽车(中国)集团有限公司)

and

Zhejiang Geely Property Investment Holding Co. Ltd. (浙江吉利产投控股有限公司)

and

Polestar New Energy Vehicle Co., Ltd. (跑诗达新能源汽车有限公司)

Agreement No.: GEE23-014

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CONTRACT FOR THE TRANSFER OF 100% SHARES OF Polestar New Energy Vehicle Co., Ltd. (跑诗达新能源汽车有限公司)

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THIS CONTRACT is entered into on 5 July 2023

BETWEEN

(1) Polestar (China) Group Co., Ltd. (极星汽车(中国)集团有限公司), a private company with limited liability incorporated under the laws of the PRC with its uniform social credit code 91310114MA1GWTRA0R (the "Transferor").

Registered Address: Room JT18092, Building 4, Section B, 925 Yecheng Road, Jiading Industrial Zone, Shanghai, China Legal Representative: Li Yaru

(2) Zhejiang Geely Property Investment Holding Co. Ltd. (浙江吉利产投控股有限公司), a private company with limited liability incorporated under the laws of the PRC with its uniform social credit code 91330201MA2KPTQH91 (the "Transferee").

Registered Address: No 918 Binhai 4th Rd, Hangzhou Bay New Zone, Zhejiang Province, China Legal Representative: Li Donghui

(3) Polestar New Energy Vehicle Co., Ltd. (跑诗达新能源汽车有限公司), a private company with limited liability incorporated under the laws of the PRC with its uniform social credit code 91510100MA6BX1H33P (the "Target Company").

Registered Address: 1280 Tiangong Avenue, Xinxing Street, Tianfu New Area, Chengdu, Sichuan Province, China Legal Representative: Li Yaru

The Transferee, the Transferor shall hereinafter be collectively referred to as the "**Parties**", and individually a "**Party**".

RECITALS

- (A) As of the date of this Contract, the Target Company is a limited liability company with registered capital of RMB 2,000 million. As of the date of this Contract, the Transferor holds 100% of the shares of the Target Company.
- (B) The Transferor desires to sell to the Transferee, and the Transferee desires to purchase from the Transferor, 100% of the shares of the Target Company on the terms and subject to the conditions of this Contract. Upon the completion of the abovementioned transfer of the 100% of the shares, the Transferee will hold 100% of the shares of the Target Company, and the Transferor will no longer hold any shares of the Target Company and withdraw from the Target Company.

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NOW IT IS HEREBY AGREED as follows:

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1. **INTERPRETATION**

1.1 In this Contract (which includes the Recitals and the appendices) unless the context otherwise requires, the following terms and expressions shall have the following meanings:

"Business Day"	means a day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for general banking business in China, other than for internet banking services only.
"Conditions"	means the conditions to Completion set out in Clause 4.1;
"Carve-out Transactions"	has the meaning set forth in Paragraph 8 of Appendix A;
"Purchase Shares"	100% of the shares of the Target Company to be sold by the Transferor to the Transferee on the terms and subject to the conditions of this Contract;
"Encumbrance"	any claim, pledge, mortgage, security, lien, charge, option, equity, power of sale, restrictive covenant, hypothecation, easement or other third party rights, retention of title, right of pre-emption, right of first refusal or security interest of any kind or any other restriction having similar effect;
"Existing Senior Management"	the senior management working in the Target Company as the date hereof;
Management"	Company as the date hereof; any national, state, provincial, local or other government, governmental, regulatory or administrative department, agency or commission, or any court, tribunal, judicial organ or arbitration
Management" "Government Authority"	Company as the date hereof; any national, state, provincial, local or other government, governmental, regulatory or administrative department, agency or commission, or any court, tribunal, judicial organ or arbitration institution of the PRC or any other country; any applicable order, ruling, judgment, injunction, verdict, award, provision or decision issued by any competent Government Authority independently or
Management" "Government Authority" "Governmental Order" "Restated Articles of	Company as the date hereof; any national, state, provincial, local or other government, governmental, regulatory or administrative department, agency or commission, or any court, tribunal, judicial organ or arbitration institution of the PRC or any other country; any applicable order, ruling, judgment, injunction, verdict, award, provision or decision issued by any competent Government Authority independently or jointly with any other Government Authority;

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	limited liability company, trust or unincorporated organization;
"PRC" or "China"	the People's Republic of China;
"PRC law(s)" or 'laws of PRC"	means the law of PRC excluding the law of the Special Administrative Region of Hong Kong, the Special Administrative Region of Macau and Taiwan;
"Renminbi" or "RMB"	the lawful currency of the PRC;
"SAMR"	the State Administration for Market Regulation of the PRC and/or the relevant local counterpart and their respective successors;
"Self-owned Real Property"	the land for industrial purposes located at Group 9 of Peacock Village and Group 8 of Youfang Village, Xinxing Street, Tianfu New District, Chengdu and Groups 13 and 15 of Aiguo Village, Baihe Town, Longquanyi District, Chengdu under the name of the Target Company set forth on the real estate ownership certificate (Chuan (2021) Chengtian Real Estate Right No. 0033446) and all the constructions thereon.
"Transaction Documents"	this Contract and other documents (if any) entered into by and between the Transferor and the Transferee and other relevant party (if applicable) in connection with the Share Transfer;
"Tax"	includes all forms of tax, levy, duty, charge, impost, fee, deduction or withholding of any nature now or hereafter imposed, levied, collected, withheld or assessed by any taxing or other authority in any part of the world and includes any interest, additional tax, penalty or other charge payable or claimed in respect thereof;
"Taxation Authority"	any PRC taxation agency with the authority to impose any obligations in respect of any Tax issue under this Contract or responsible for taxation administration and/or collection of Tax or enforcement of any Tax law.

- 1.2 References to Clauses are references to clauses to this Contract unless otherwise specified. Clause headings are inserted for reference only and shall not affect the interpretation of this Contract.
- 1.3 References to "writing" shall include any methods of producing or reproducing words in a legible and non-transitory form, including electronic mail.

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1.4 References to "include" and "including" and words of similar import when used in this Contract shall be deemed to be followed by the words "without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word".

SALE AND PURCHASE OF THE PURCHASE SHARES 2.

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2.1 Subject to the terms and conditions hereof, the Transferor agrees to sell to the Transferee, and the Transferee agrees to purchase from the Transferor, the Purchase Shares (together with all rights and interests (including without limitation accrued dividends) attaching to it as of the Completion Date but free and clear of any Encumbrance in whatsoever nature) (the "Share Transfer").

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CONSIDERATION 3. -

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- 5.1 The Transferor and the Transferee agree that the total consideration to be paid for the transfer of the Purchase Shares shall be RMB *** (the "Consideration"), ***.
- 3.2 The reduced fund remaining in the Target Company's accounts and cash pool from the date of this Contract until the Completion Date shall not exceed RMB *** (the "**Cap**"). ***.
- 3.3 Payment

The Consideration shall be paid by the Transferee to the Transferor in two instalments pursuant to this Clause 3.3 hereof.

(a) ***.

(b) ***.

3.4 The Transferor and The Transferee shall each bear their own respective taxes and expenses due to the implementation of this Contract. The taxes and expenses which are not clearly defined by the law shall be equally born by the Parties.

4. <u>CONDITIONS</u>

4.1 Conditions of Transferee's obligation to perform the Completion

The obligations of the Transferee to consummate the Share Transfer, i.e., the Completion, shall be subject to the fulfilment (or waiver thereof by the Transferee in writing), on or prior to the Completion Date, of all of the following conditions:

- (a) All of the representations and warranties made by the Transferor in Clause 7 and Appendix A shall be true, accurate, correct and complete as of the date of this Contract and as of the Completion Date with the same force and effect as if made on and as of the Completion Date.
- (b) No material adverse change has occurred to the conditions (financial or otherwise), operating results, assets, governance status, business or prospects of the Target Company, nor, with respect to Target Company, has any event occurred which, individually, or along with other events, has or would reasonably be expected to have a material adverse effect.

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- (c) No Governmental Order has been issued or made which has the effect of making unlawful or otherwise prohibiting the Share Transfer from taking place as contemplated in this Contract.
- (d) The Transferor and the Target Company shall have performed and complied with all material agreements, obligations and conditions that are required by this Contract to be performed or complied with by it on or before the Completion.
- (e) All internal approvals of the Target Company required for the Share Transfer shall have been obtained, including the shareholder decision of the Target Company regarding: (i) the change of shareholder of the Target Company, and (ii) the adoption of the amended and restated articles of association of the Target Company ("Restated Articles of Association") as attached in Appendix C.
- (f) The Transferor and the Target Company shall have obtained all decisions, consents and waivers from third party necessary for consummation of the Share Transfer, including applicable approvals from applicable Government Authority and have completed all registrations and filings with the applicable Government Authority necessary to consummate the Share Transfer in accordance with the applicable laws and this Contract, including the registration of the Share Transfer and the Restated Articles of Association of the Target Company with the SAMR.
- (g) The Target Company has in all material aspects completed the Carve-out Transactions other than the actions to be taken in accordance with the Financial Report (defined below in this Clause), and provided the Transferee with an unaudited financial statement of the Target Company as at May 31, 2023 and a document reflecting or summarizing the actions taken and/or to be taken regarding the Carve-outs Transactions in all material aspects starting from June 1, 2023 (collectively the "Financial Report").
- (h) The Transferee has completed an on-site inspection on the Target Company's assets which shall be conducted by the Transferee by no later than 30 June 2023 with all the necessary support from the Transferor, and the result of such on-site inspection is materially in line with the Financial Report and the asset list provided by the Transferor prior to such on-site inspection.

- The Transferor has notified the Transferee that all conditions set forth above in this Clause 4.1 have been satisfied.
- 4.2 Condition of Transferee's obligation to pay the second instalment of the Consideration is that the Target Company has obtained the real estate ownership certificate for the Self-owned Real Property and completed any and all related governmental procedures required therefrom with the underlying evidence to be provided to the Transferee.
- 4.3 The Parties shall use commercially reasonable efforts to ensure the satisfaction of the Conditions, as applicable, as soon as practicably possible after the date hereof.

5. <u>COMPLETION</u>

5.1 The consummation of the Share Transfer (the "**Completion**") shall take place on the fifth (5th) Business Day following the date when all the Conditions have been fulfilled

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or waived in writing by the Transferee or such other date as the Transferor and the Transferee may otherwise agree in writing (the "**Completion Date**").

- 5.2 At Completion, the Transferor shall deliver the following documents to the Transferee:
 - (a) documentary evidence of the completion of the filing and registration of the Share Transfer with SAMR, including the registration documents from the SAMR reflecting transactions under this Agreement where applicable;
 - (b) the true copies of the shareholder decision of the Target Company approving the Share Transfer;
 - (c) capital contribution certificate and shareholder register issued by the Target Company to the Transferee in respect of the Purchase Shares;
 - (d) all seals of the Target Company, registers, minute books, financial and accounting books and other books and records of the Target Company required to be kept under PRC laws, and all originals of corporate constitutional documents of the Target Company.
- 5.3 The Parties agree that, commencing from the Completion Date, the Transferee shall be entitled to all rights and interests as the sole shareholder of the Target Company in accordance with the PRC laws, and the Transferor shall cease to be the shareholder of the Target Company and shall no longer have any rights in or obligations to the Target Company. Notwithstanding the foregoing sentence and for the avoidance of doubt, the Transferor shall be liable for all damage and loss suffered by the Target Company if such damage is caused by the Transferor's fraud, wilful misconduct, gross negligence after this Contract is entered into and before the Completion.
- 5.4 The Transferor shall take all necessary actions to assist the Transferee in the appointment and registration with the SAMR of the new legal representative, director(s), chairman of the board of directors, supervisor(s) and general manager of the Target Company nominated and/or appointed by the Transferee, and both Parties shall assist the Target Company to complete the abovementioned internal approval and registration (the "Change of Senior Management"). However, it is specifically noted this Section 5.4 shall not be deemed as a Condition for Completion. Prior to and until the completion of the Change of Senior Management, the Transferor shall ensure the Existing Senior Management (including the current legal representative, director(s), chairman of the board of directors, supervisor(s) and general manager of the Target Company as of the date hereof) whom are nominated and/or appointed by the Transferor shall not conduct any action (including executing any agreement or contract, passing any resolution or making any decision for the Target Company) on behalf of the Target Company without obtaining the Transferee's prior written consent, except for the actions that are required to be taken in accordance with or for the purpose of this Contract.
- 5.5 The Parties agree that, prior to and/or upon or after the Completion (depending on whenever the Transferee initiates the process), the Target Company shall deliver the documents evidencing that the Persons appointed by the Transferee have been designated as the authorized signatories for all bank accounts of the Target Company to the Transferee, and both Parties shall assist in the process for changing the authorized signatories for all bank accounts of thet assist in the process for changing the authorized signatories for all bank accounts of the Target Company and further assist in the

preparation and provision of such documents. However, it is specifically noted this Section 5.5 shall not be deemed as a Condition for Completion. Prior to and until the completion of the aforementioned change of authorized signatories for the Target Company's bank account set forth in this Clause 5.5, the Transferor shall ensure the current authorized signatories for such bank accounts shall not conduct any action on behalf of the Target Company without obtaining the Transferee's prior written consent save as otherwise required under this Contract or in the ordinary course of business of the Target Company.

6. <u>POST-COMPLETION COVENANTS</u>

- 6.1 The Target Company shall and the Transferee shall procure the Target Company completes in a timely manner after the Completion Date the corporate name change of the Target Company to the effect that "Polestar" is no longer used therein and the registrations with the local SAMR thereof. If such application is rejected or challenged by the competent Governmental Authorities, the Parties shall negotiate in good faith on alternative solutions.
- 6.2 The Transferor will, at its own cost and expense, take actions to collect the payments receivable by the Target Company with a total amount of approximately RMB *** (the "Payments Receivable"). Upon the Transferor's reasonable request, the Transferee shall use its reasonable efforts and procure the Target Company to take reasonable and necessary actions to assist in the Transferor's collection of Payments Receivable, and to remit such amounts to the Transferor promptly upon receipt. All reasonable cost and expenses and taxes relating thereto shall be borne by the Transferor.
- 6.3 The Transferee shall assist in resolving the labour dispute between the Target Company and Huang Ping (its former employee) (including the current litigation) and shall fully indemnify and hold harmless the Target Company and the Transferee against any Losses incurred by the Target Company or the Transferee by reason of, or in connection with the abovementioned labour dispute and the litigation.
- 6.4 The Transferor shall continue to work on any outstanding Carve-outs Transactions that have not been completed as specified in the Financial Report. For such purposes, the Transferee shall provide necessary assistance as reasonably required by the Transferee.
- 6.5 The Transferor shall take the lead in disconnecting the Target Company from Polestar group's cash pool. For such purposes, the Transferee shall provide necessary assistance as reasonably required by the Transferee.
- 6.6 The Transferor shall make its best efforts, with the Transferee's assistance if needed, to provide the Transferee with the supporting documents, such as the purchase contract and invoice or other documents, to manifest the acquirement of the assets listed in the asset list provided to the Transferee by the Transferor pursuant to Clause 4.1 which are inseparable from the Self-owned Real Property and uninspected during the on-site inspection.
- 6.7 The Transferor shall assist the Transferee and the Target Company in defending against any claim, decision, inquiry, investigation, demand or other proceedings made by any third parties, arising out of or in connection with the factual matters existed or occurred prior to the Completion.

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6.8 In case of any issue arising out of or in relation to the Self-owned Real Property, the Transferor and the Transferor shall in good faith discuss and make their best efforts to jointly solve such issue.

7. <u>REPRESENTATIONS AND WARRANTIES</u>

- 7.1 Each Party hereby represents and warrants to the other Parties that, as of the date of this Contract and as of the Completion Date, each of the following is true, accurate and valid:
 - (a) such Party is duly organized, validly existing and in good standing under the laws of the place of its establishment or incorporation;
 - (b) such Party has obtained all approvals required under the laws and regulations to which it is subject, and has the power required by such laws and regulations, to

enter into this Contract and each of the other Transaction Documents and to perform all of its obligations hereunder;

- (c) such Party has taken all internal actions necessary to authorize it to enter into and perform this Contract and each of the other Transaction Documents and;
- (d) such Party's representative whose signature is affixed hereto is fully authorised to sign this Contract and to bind such Party thereby;
- (e) neither the signing of this Contract nor the performance of its obligations hereunder will violate, conflict with or constitute a default under (i) any provision of the articles of association or by-laws of such Party (where applicable), (ii) any applicable law or regulation, (iii) any authorization or approval of any government agency or body, or (iv) any contract or agreement, to which such Party is a party or is subject to; and
- (f) no lawsuit, arbitration, other legal or administrative proceeding, or governmental investigation is pending against such Party, or to the best of such Party's knowledge is threatened by any third party, that would affect in any way its ability to enter into or perform this Contract.
- 7.2 In addition to its representations and warranties set out above, the Transferor represents and warrants to the Transferee that as of the date of this Contract and as of the Completion Date, each of the following is true, accurate and valid:
 - (a) it is the sole legal and beneficial owner of the Purchase Shares;
 - (b) the Purchase Shares represents 100% of the shares of the Target Company;
 - (c) the Purchase Shares is free and clear of all Encumbrance in whatsoever nature; and
 - (d) it has full power, right and authority to sell and transfer the Purchase Shares to the Transferee.
- 7.3 In addition to its representations and warranties set out above, the Transferor makes the representations and warranties set out in Appendix A as attached hereto to the Transferee as of the date hereof and as of the Completion Date.

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8. **INDEMNIFICATION**

- 8.1 One Party (the "Breaching Party") shall indemnify and hold the other Party (the "Non-Breaching Party") 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) (collectively, "Losses") which arise or result from such Party's breach of this Contract including but not limited to: (i) such Party's failure to perform its duties and obligations hereunder, and/or (ii) the representations or warranties made by such Party under this Contract being untrue, incorrect or misleading when made. For the avoidance of doubt, Losses include direct losses only and do not include any consequential or indirect losses, nor loss of profit.
- 8.2 In addition to compensation provided under Clause 8.1, upon occurrence of an event of breach for which rectification is practical, the Non-Breaching Party may issue a notice ("Cure Notice") to the Breaching Party requiring rectification by the Breaching Party within a specified period, which in principle may not be less than ten (10) Business Days and not more than forty (40) Business Days. The Breaching Party shall within such curing period remedy such default.
- 8.3 The Breaching Party shall not be liable to compensate the Non-Breaching Party for any Loss if and to the extent such Loss has been recovered by the Non-Breaching Party or its affiliates from any Person, or for which the Non-Breaching Party or its affiliates otherwise receive compensation, including any amount which may be recovered under a policy of insurance held by the Non-Breaching Party or its affiliates. There should be no double compensation or indemnification for the same subject matters or causes under this Section 8.
- 8.4 Special Indemnity
 - (a) Notwithstanding the foregoing, the Transferor shall fully indemnify and hold harmless the Target Company and the Transferee against any Losses incurred by the Target Company or the Transferee by reason of, or in connection with, any actual or potential liabilities or issues of the Target Company relating to Selfowned Real Property (provided that such liabilities or issues are solely attributable to the Transferor), product liability or third party claim (including

warranty claim) arising from or relating to the Target Company's product or business operation, tax liabilities of the Target Company to the extent such Losses are caused by factual matters prior to the Completion, regardless of whether their contractual or other natures, regardless of whether they occurred before or after the Completion, and regardless of whether they were disclosed to the Transferee or not.

(b) Unless otherwise stipulated herein, any indemnification or any amount to be paid due to any Losses incurred by the indemnified party under this Clause 8.4 shall be paid by the indemnifying party within thirty (30) Business Days after the indemnified party has presented the reasonable evidence of the Losses to the indemnifying party.

9. <u>AMENDMENT AND TERMINATION</u>

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9.1 Amendment of this Contract

Any amendment and supplement to this Contract shall be made only if agreed by the Parties in writing.

9.2 Termination of this Contract

This Contract shall be valid and effective unless terminated by the Parties' mutual written consent to such termination.

9.3 Effect of Termination

If this Contract is terminated pursuant to Clause 9.2, the Parties shall cooperate with each other and take all necessary actions to rewind the Share Transfer, including but not limited to cancelling or rewinding any registration already made with the local SAMR and other relevant authorities (as applicable) so that the Target Company is converted back to a company wholly owned by the Transferor as if this Contract Agreement had never been signed and performed. The Parties recognize that such rewinding actions may involve, among others, the signing of an equity transfer agreement by the Parties whereby the Transferee sells all the Purchase Shares in the Target Company back to the Transferor at zero or minimum consideration or at the amount equal to the received Consideration if the Transferee has paid any Consideration to the Transferor, depending on the circumstance then at the termination. The Parties shall equally share the cost in connection with the rewinding actions.

10. COST AND EXPENSE

10.1 Each Party shall bear its own costs in connection with the execution of or the entry into this Contract or any other Transaction Documents to be entered into in connection with the transactions contemplated hereunder.

11. CONFIDENTIALITY

- 11.1 Without the other party's prior written consent, each Party may not disclose or divulge any confidential information related to this Contract it receives from the other party including but is not limited to any business secrets obtained due to execution and performance of this Contract.
- 11.2 If a disclosure is explicitly required by applicable law, any competent courts, arbitration tribunals or administrative authorities, any direction of any applicable statutory or regulatory authority, any applicable rule or regulation of any recognized securities exchange, such a disclosure by each Party shall not be deemed as a violation of Clause 11.1above provided that such disclosure shall only be limited to the minimum extent necessary to fulfil such requirement.
- 11.3 For the avoidance of doubt, notwithstanding the above, if and when the Transferor or the Transferee makes any disclosure or announcement pursuant to any legal or regulatory requirements, it shall, to the extent permitted by law, inform the other party in advance. The Transferor and the Transferee shall, to the extent possible, procure the consistency between the disclosures or announcements made respectively by them pursuant to the legal or regulatory requirements applicable to them respectively.

12. GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1 The PRC laws shall govern the formation, validity, interpretation and performance of this Contract and the resolution of any Dispute arising under or in relation to this Contract.
- 12.2 In the event any dispute, controversy or claim arising out of or in connection with this Contract, including any question regarding its existence, validity or termination ("Dispute"), the Parties shall attempt in the first instance to resolve the Dispute through friendly consultations. If such Dispute remains unresolved, any Party may submit such dispute to arbitration.
- 12.3 Any Dispute referred to arbitration shall be finally resolved by arbitration administered by the China International Economic and Trade Arbitration Commission ("CIETAC") under the CIETAC arbitration rules in force when the notice of arbitration is submitted by a Party, which rules are deemed to be incorporated by reference into this clause, by three (3) arbitrators appointed in accordance with the said rules.
- 12.4 Should a Dispute be submitted to arbitration, all Parties shall in all other respects, except in the event of termination, continue to perform their respective obligations in accordance with this Contract.
- 12.5 The arbitration award shall be final and binding on all Parties. The costs of arbitration shall be borne by the losing Party or as otherwise determined by the arbitration tribunal. Any award of the arbitrator tribunal shall be enforceable by any court having competent jurisdiction.
- 12.6 The location of the arbitration tribunal shall be at CIETAC in Shanghai, the PRC.

13. MISCELLANEOUS PROVISIONS

13.1 Language

This Contract is executed in the English language.

13.2 Notices

Any notice or other communication in connection with this Contract shall be in writing in Chinese and English (a "**Notice**") and shall be sufficiently given or served if delivered or sent:

in the case of the Transferor and the Target Company to:

in the case of the Transferee to:

or (in any case) to such other address, email address as the relevant Party may have notified to the other Party in writing in accordance with Clause 13.2 hereof.

13.3 Effectiveness

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This Contract shall be effective from the date on which the respective legal representatives or authorised signatories of each Parties have signed and affixed this Contract with the official company seal of each Party. All of the provisions of this Contract shall remain in full force and effect notwithstanding the Completion unless terminated by the Parties pursuant to the terms and conditions of this Contract.

13.4 Severability

If any provision or part of a provision of this Contract is determined by an arbitral tribunal of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of other provisions or other parts of such provisions of this Contract.

13.5 Waiver

In no event shall any delay, failure or omission by a Party in enforcing, exercising or pursuing any right, claim or remedy under this Contract be deemed as a waiver thereof, unless such right, claim or remedy has been expressly waived in writing by such Party.

13.6 Assignment

No Party may assign this Contract and/or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party.

13.7 Counterparts

This Contract is made in five (5) originals. The Transferee shall hold three (3) originals and The Transferor and the Target Company shall each hold one (1) original. All five originals shall constitute one and the same instrument. The Parties may execute this Contract in counterparts, which taken together will constitute one instrument.

13.8 Entire Agreement

This Contract together with the appendices attached hereto (which shall form an integral part of this Contract), represents the entire agreement between the Parties with respect to the transactions contemplated under this Contract, and supersedes all prior discussions, negotiations and agreements or memoranda between them.

The Parties acknowledge and agree that the Transferor and Transferee shall separately execute an equity transfer agreement in the form set forth in Appendix D hereto (the "**Short-form Agreement**"), which shall be used for filing and registration with the competent Governmental Authority for the completion of relevant administrative procedures for the Share Transfer. In case of any discrepancy between this Contract and the Short-form Agreement, the terms of this Contract shall prevail.

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IN WITNESS WHEREOF the Parties have executed this Contract on the date first above written.

TRANSFEROR

Polestar (China) Group Co., Ltd. (极星汽车(中国)集团有限公司)

By: Name: Yaru Li Title: Authorized Signatory

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Signature Page

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IN WITNESS WHEREOF the Parties have executed this Contract on the date first above written.

TRANSFEREE

Zhejiang Geely Property Investment Holding Co. Ltd. (浙江吉利产投控股有限公司)

By:

Name: Zhang Quan Title: Authorized Signatory

IN WITNESS WHEREOF the Parties have executed this Contract on the date first above written.

TARGET COMPANY

Polestar New Energy Vehicle Co., Ltd. (跑诗达新能源汽车有限公司)

By: Name: Yaru Li Title: Authorized Signatory

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APPENDIX A

REPRESENTATIONS AND WARRANTIES OF THE TRANSFEROR

As an inducement to the Transferee to enter and as partial consideration for its entry into this Contract, the Transferor makes the following representations and warranties to the Transferee, which representations and warranties will be true, complete and accurate as of the date hereof and as of the Completion Date. "*To the knowledge of the Transferor*" or words of similar effect shall mean the actual knowledge of the legal representative, directors or senior management of the Transferor, and that knowledge which should have been acquired by each such individual after making such due inquiry and exercising such due diligence as a prudent business person would have made or exercised in the management of his or her business affairs.

- 1. Corporate
- (a) The Target Company is a limited liability company duly incorporated and validly existing under PRC laws.
- (b) The Target Company is not insolvent within the meaning of PRC laws, nor has it filed for or has had filed against it any petition for its winding-up, bankruptcy, reconstruction or reorganisation, it has not initiated any negotiations with its creditors regarding composition, and there exist no circumstances which may lead to winding-up or which may otherwise prevent it from conducting its business.
- (c) The Target Company does not own shares, equity securities or other legal interests in any legal entity.
- (d) The Company does not have any assets, debts or undertakings which are extraneous to its business.

2. Share Capital

- (a) The Purchase Shares constitute the entire issued share capital of the Target Company.
- (b) The Target Company has a registered capital of RMB 2,000 million.
- (c) The Purchase Shares are validly issued, allotted, fully paid up, and no other Person or has any rights thereto.
- (d) The Target Company has not issued, resolved to issue nor has any obligation to issue, any shares, warrants, convertible debentures or other securities of any kind, other than the Purchase Shares.
- (e) The current registered capital of the Target Company has been fully paid up in full compliance with all requirements of the applicable laws and the articles of association. The Transferor is the sole legal and beneficial owner of the Purchase Share free and clear of any Encumbrances in whatsoever nature. There are no options, warrants, convertible securities or other rights, agreements, arrangements or covenants of whatever nature pertaining to the equity interest of the Target Company or obligating the Transferor/the Target Company to sell, issue or authorize any of its equity interest or other interests or additional capital. The Target Company has no obligations to repurchase, redeem or otherwise acquire any of its equity interest. The Target Company has no legal or

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contractual obligations to make capital investment (whether by loan, capital contribution or other means) to any other entity.

(f) All the changes (including increase and decrease) to the registered capital of the Target Company in history have complied with all applicable laws, and have been duly filed and registered with the competent Government Authority.

3. Corporate Records

- (a) All material documentation of the Target Company, such as the share register, board resolutions, resolutions of shareholders meetings, documents of title, permits, approvals, agreements, claims, debt instruments, tax registrations, permits and accounting records, are kept with the Target Company in good order and are up-to-date, true and accurate.
- (b) All accounts, documents and other information required by applicable law to be filed or registered with SAMR or any other governmental authority by the Target Company have been duly filed or registered.

4. No Actions

(a) Expect for the event that has been disclosed to the Transferee in Item 4 of Appendix B, there is no, or has never been in the three (3) years prior to the date hereof, litigation, arbitration, mediation or other proceedings in relation to (whether as plaintiff, defendant or otherwise) the Target Company, any director, officer, employee, authorized/legal representative of the Target Company or any other Person for whose acts or defaults the Target Company may be vicariously liable, and which would reasonably be expected to be material to the Target Company.

In particular, there is no, or has never been fact or circumstance that give rise to or likely give rise to any disputes, claims, and liabilities with or to the Target Company, as a result of any contract, transactions, business operation arrangement with affiliates. There are no outstanding, pending or threatened disputes with or liabilities to the Target Company with regard to the product warranty.

(b) The Target Company is not involved in any administrative, regulatory or governmental proceedings or investigations and no such administrative, regulatory or governmental proceeding or investigation is pending or threatened. (c) Except for the situations that have been disclosed to the Transferee in Item 2 and Item 3 of Appendix B, neither the Target Company, nor any of its assets or properties are subject to any Governmental Order from any Government Authority, either actual or, to the knowledge of the Transferor, threatened, that has resulted in or may result in any material adverse effect or otherwise is likely to affect the legality, validity or enforceability of this Contract or any Transaction Documents, or the consummation of the transactions contemplated hereunder or thereunder. The Target Company is not in default with respect to any governmental order to which it is a party or by which it is bound.

5. Authority and Qualification

Except for the situations that have been disclosed to the Transferee in Item 1 and Item 3 of Appendix B, the Target Company has all necessary power and authority to own, operate or lease all the properties and assets and to conduct its business as presently used and conducted.

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The Target Company is duly qualified or licensed to conduct its business in all jurisdictions in which it owns or leases its property or conducts its business, and such qualification or license is still in force and effect. All actions taken by the Target Company have been duly authorized, and the Target Company has conducted its business in compliance with its articles of association. The Target Company has never winded up its business or become bankrupt or insolvent, nor has lost its ability to repay its due debt; the Target Company has never entered into any liquidation of bankruptcy proceeding pursuant to the PRC laws. No application made by other similar events, order made, valid resolution passed or other actions have ever been made, issued, adopted or taken with respect to its liquidation, winding-up, bankruptcy announcement or other similar events.

6. Contracts

The Target Company is not a party to any Contract:

- (a) under the terms of which, as a direct result of the entry into and performance of the Transaction Documents:
 - any other party will be entitled to be relieved of any material obligation or become entitled to exercise any material right (including any termination or pre-emption right or other option); or
 - (ii) the Target Company will be in material default,
- (b) which is with Transferor or Transferor's affiliate(s) and is not on an arm's length basis;
- which is a joint venture, consortium, partnership, strategic alliance or profit (or loss) sharing agreement;
- (d) which contains non-compete, non-solicitation or exclusivity arrangements that restrict the freedom of the Target Company to operate its business in any territory (including by limiting the ability to sell any particular products to any Persons);
- which contains a "most-favored-nation" clause or similar term that provides preferential pricing or treatment; or
- (f) which involves any resolution or settlement of any actual or threatened legal proceeding.

"Contract" in this Section means any contract, agreement or other legally binding instrument, including any note, bond, mortgage, deed, indenture, insurance policy, commitment, undertaking, promise, lease, sublease, license or sublicense or joint venture.

Each Contract to which the Target Company is a party: (i) is legally established, binding on each party thereto, and is in full force and effect; and (ii) remains in full force and effect and will not result in any penalty or have other adverse effect upon the completion of the transactions contemplated by the Transaction Documents. The Target Company is not in any material respect in breach of or default under any Contract, to the knowledge of the Transferor, nor is any other party thereto in any material respect in breach thereof or in default thereunder. The Target Company has not received any notification with respect to termination, revocation of or default under any Contract.

The Target Company has never given any powers of attorney or other authority express or implied which is still outstanding or effective to any Person to enter into any Contract on its behalf other than the authority given to (a) board members, officers or employees to enter into Contracts in the normal course of their duties and (b) authorized representatives and agents to undertake certain filings with Governmental Authorities.

7. Related Party Transactions

Each existing related party transaction (including transfer of tangible assets, transfer of financial assets, transfer of the right to use or the ownership of intangible assets, financial transactions, services transactions etc.): (i) has the necessity and true commercial intent, (ii) does not prejudice the legal interests of the Target Company, (iii) is undertaken at a price based on arm's length principle, for which proper documentation has been prepared upon and submitted to tax authority in time when required pursuant to PRC tax regulations, and (iv) has been properly disclosed as required pursuant to the PRC laws.

8. Carve-out Transactions

Since December 31, 2022, the Target Company has engaged in a series of transactions with its Affiliates and certain third parties to transfer and/or dispose all of its assets and liabilities, other than Self-owned Real Property, other assets listed in the asset list provided to the Transferee by the Transferor pursuant to Clause 4.1 of this Contract (including some left equipment, excluding the constructions in process for P519 with the total value of approximately RMB ***) and cash staying in the Target Company's accounts and cash pool (the "Carve-out Transactions"). There is no, or has never been fact or circumstance that gives rise to or likely gives rise to any disputes, claims, and liabilities with or to the Target Company, as a result of any Carve-out Transaction. Any Carve-out Transaction and/or the underlying Contract are also in compliance with the representations and warranties set for in this Appendix A, including Paragraph 6 and Paragraph 7.

9. Compliance

The Target Company is in all material respects in compliance with all applicable laws (including without limitation laws with respect to SAMR registration, hygiene, fire prevention, development, construction, acquisition and use of leased property and self-owned land, and environment protection, taxation or labor) and governmental order in the conduct of its business. In the past three (3) years, the Target Company has never violated any of such laws or Governmental Orders in any material aspects during its conduct of business. The Target Company owns or is granted all material franchises, permits, licenses and any similar authorizations necessary for the conduct of its business and is not in default under any such franchises, permits, licenses and other similar authorities in any material aspects. Such franchises, permits, licenses and other similar authorities are still in full force and effect.

10. Asset

Expect for the events that have been disclosed to the Transferee in Item 1 to Item 3 of Appendix B, the Target Company has good and marketable title to all respective properties and assets reflected on the Financial Statements and the Management Accounts, in each case such

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property and assets are subject to no Encumbrance of any kind. With respect to the property and assets it leases, the Target Company is in all material respects in compliance with such leases and holds valid leasehold interests in such assets free of any liens, Encumbrances, security interests or claims of any party other than the lessors of such property and assets.

11. Real Property

- (a) The Self-owned Real Property is the sole real property that is owned by the Target Company. The Target Company has good and valid title to Self-owned Real Property (expect for the event that have disclosed to the Transferee in Item 1 of Appendix B,) and has fully paid all the amounts for acquiring the same payable to any entities (including land granting fees, various land acquisition fees).
- (b) Expect for the events that has disclosed to the Transferee in Item 2 and Item 3 of Appendix

B, there are no disputes, liabilities, claims or demands relating to or in respect of the Selfowned Real Property and its use.

(c) Except for the Self-owned Real Property, there is no other real property owned, leased, vested in, used or occupied by or in the possession of, the Target Company.

12. Intellectual Property

- (a) The Target Company does not have or own any trademark application/trademark, patent application/patent, software copyrights, domain name or any other Intellectual Property that is registered by the Target Company.
- (b) The licenses of Intellectual Property granted to, and by, the Target Company, and which are material to business of the Target Company, are fully disclosed to the Transferee. The Intellectual Properties that are licensed to the Target Company by its Affiliates or third parties together comprise all of the Intellectual Properties that are required to carry on the business free from any Encumbrance. "Intellectual Property" means patents, registered and unregistered designs, copyright, database rights, trademarks and trading names, internet domain names, and other rights of the same or similar effect as any of the foregoing anywhere in the world, in each case whether registered or not, including pending applications for registration of such rights.
- (c) The operation of the business carried out by the Target Company and the use of the Intellectual Property do not conflict with, infringe or misappropriate the Intellectual Property of any third party, and no legal actions are pending or, to the knowledge of the Transferor, threatened against the Target Company alleging any of the foregoing. No Intellectual Property used by the Target Company is subject to any Governmental Order or any owner of Intellectual Property restricting the use of, or otherwise impairing the validity or enforceability of such Intellectual Property.
- (d) The Transferor and all of the directors, employees, technical personnel and consultants of the Target Company are under written or legal obligations that they shall, for the benefit of the Target Company, maintain the confidentiality of all confidential and proprietary information obtained in the course of employment, providing service, performing the duties or otherwise accessed and obtained as shareholder, directors, employees, technical personnel or consultants, and that all rights and ownership to and of all inventions made within the scope of employment during their term of employment and for a reasonable period after the termination of such employment shall belong to the Target Company.

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13. Employees

- (a) As of the signing date of this Contract, the Target Company has already terminated the employment with all of its employees in compliance with PRC laws and the Target Company bears no post-termination obligation of any kind for such termination of employment.
- (b) Except for the case that has been disclosed to the Transferee in Item 4 of Appendix B, there is no ongoing or potential labor disputes between the Target Company and its employees or former employees.
- (c) The Target Company has complied in all material respects with all applicable laws relating to employment or labor relations, including but not limited to the laws respecting labor contracts, equal opportunity, minimum wage, staff leasing, social insurance, working hours, overtime payment, holiday, leave, and prevention of occupational diseases.

14. Taxation

- (a) The Target Company within applicable time limits (i) has filed all tax returns required to be filed under applicable laws (or has been properly included in all tax returns required to be filed under applicable laws), and such tax returns are true, correct, and complete without omission in all material respects; (ii) has obtained and maintained the invoices (including VAT invoices) receipts and other supporting documents that comply with applicable tax laws; (iii) provided all information and maintained in all material respects all records, receipts and other supporting documents in relation to tax as it is required to make, provide or maintain; and (iv) has complied in all material respects on a timely basis with all notices served on it and any other requirements lawfully made of it by any tax authority. The Target Company has timely paid or withheld all material taxes due, and the Target Company is not or will not become liable to pay any fine, penalty, surcharge or interest in relation to tax with respect to any taxable period prior to the date of this Contract.
- (b) The Target Company is in compliance in all material respects with all transfer pricing requirements in all jurisdictions in which the Target Company carries out business.
- (c) The Target Company does not have any unsettled tax audit case with any tax authorities.

15. Environmental Matters

- (a) The Target Company is and has been in all material respects in compliance with all applicable Environmental Laws. "Environmental Law" means any laws pertaining to: (a) the protection of the environment (including air quality, surface water, groundwater, soils, subsurface strata, sediments, drinking water, noise, natural resources and biota); (b) the protection of human health and safety or natural resources, but only with respect to exposure to Hazardous Materials; or (c) the use, registration, management, generation, storage, treatment, recycling, disposal, discharge, transport, release, threatened release, investigation or remediation of Hazardous Materials. "Hazardous Materials" means any substance that has been designated by any Governmental Authority or by applicable law to be radioactive, toxic, hazardous or otherwise a danger to health or the environment.
- (b) As of the date hereof, the Target Company has never received any written notice or Governmental Order from any governmental authority, relating to (i) any actual, alleged

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or potential violation of or failure to comply with any Environmental Law or (ii) written request for information pursuant to any Environmental Law or any actual or potential liability resulting from or arising under any Environmental Law, or (iii) a requirement to investigate or remediate Hazardous Materials in each case other than such matters that have been fully resolved.

- (c) As of the date hereof, there are no pending or, to the knowledge of the Transferor, threatened legal actions resulting from or arising under or pursuant to applicable Environmental Law with respect to or affecting any of the facilities of the Target Company or, against any Person whose liability for such action the Target Company has retained or assumed contractually and there are no facts, conditions, situations or set of circumstances which could reasonably be expected to result in or be the basis for any such liability.
- (d) With respect to the Target Company, there are no Hazardous Materials present on or under the facilities in violation of applicable Environmental Law. No Hazardous Materials have been discharged, released, spilled or disposed by the Target Company from the facilities in violation of, or in a manner or in a location that could result in material liability under any applicable Environmental Law. No Hazardous Materials have been generated, treated, stored or disposed of at, on or under its facilities in violation of any applicable Environmental Law, or in a manner that would reasonably be expected to result in the Target Company having any liability resulting therefrom.
- (e) Except for the issue that has been disclosed to the Transferee in writing, the Target Company has obtained all approvals, permits, filings or certificates required by applicable Environmental Law which are necessary to be obtained to maintain and operate its business. As of the date of this Contract and for the past three (3) years, the Target Company has been in compliance in all material respects with the terms and conditions of such approvals, permits, filings or certificates.

16. Grants, Incentives and Subsidies

Correct copies of all documents and agreements evidencing pending and outstanding grants, incentives, exemptions and subsidies from the government authorities or any agency thereof, or from any foreign governmental or administrative agency, granted to the Target Company ("Grants"), as well as all letters of approval, certificates of completion, supplements and amendments thereto and all material correspondence related thereto, have been disclosed to the Transferee. The Target Company is in all material respects in compliance with the terms and conditions of all Grants which have been approved, and has duly fulfilled all the undertakings required thereby to be fulfilled prior to the date hereof. The Grants are provided in full compliance with applicable laws. Neither the Transferor nor the Target Company is aware of any event or other set of circumstances which would reasonably be expected to lead to the revocation, material modification or claw-back of any of the Grants that have been approved or received.

17. Anti-Corruption

Neither the Target Company nor any of its officers, directors, employees, or shareholder, has taken, or will take, any action, directly or indirectly, that would result in or would result in the furtherance of any offer, payment, promise to pay or authorization of the payment of anything of value, a promise to give, or the authorization of the giving of anything of value to any government official, or to any Person while knowing or having reasonable grounds to believe

that any part thereof is to be made, offered, or promised to any government official, for the purpose of influencing any act or decision of such government official in order to assist the Target Company in obtaining or retaining business for or with, or directing business to, any Person, or to obtain any advantage to which it is not entitled, which is prohibited under the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010, the Criminal Law of the PRC, the PRC Anti-Unfair Competition Law, the Provisional Regulation on Anti-Commercial Bribery, or any other anti-corruption or anti-bribery laws or regulations applicable to the Target Company.

18. Financial Statements

- (a) The audited annual accounts of the Target Company for the fiscal year ending December 31, 2022 ((including balance sheet, profit and loss account and management report and statement from the auditor) ("Financial Statements"), and the unaudited balance sheet of the Target Company as at the last day of the latest quarter before the Completion Date and the related statements of income and statements of cash flows ("Management Accounts") and the audited financial reports of the Target Company. (i) were prepared according to the books and other financial records of the Target Company, (ii) present truly, accurately, completely and fairly the financial conditions, results of operations and cash flows of the Target Company consistent with past practice, and (iv) include all adjustments that are necessary for a true, accurate, complete and fair presentation of the financial conditions, the results of operations and cash flows of the Target Company as of the dates thereof or for the periods and the accounting principles of the Target Company consistent with past practice, and (iv) include all adjustments that are necessary for a true, accurate, complete and fair presentation of the financial conditions, the results of operations and cash flows of the Target Company as of the dates thereof or for the periods covered thereby.
- (b) The books and other financial records of the Target Company: (i) reflect all items of income and expense, and all assets and liabilities required to be reflected therein in accordance with the PRC GAAP, (ii) are complete and accurate, and do not contain or reflect any inaccuracies or discrepancies, and (iii) have been prepared in accordance with good business and accounting practices.
- (c) Except as specifically reflected or reserved against in the Financial Statements, Management Accounts or any other written documents signed by the Target Company the receipt of which is acknowledged in writing by the Transferee, there is no liability incurred by the Target Company.

19. Insurance

The Target Company has taken out and maintained at all times and in full force and effect adequate insurance policies or binding slips (including general liability insurance, all property insurance and work injury insurance) (other than those expired pursuant to the terms thereof in the ordinary course) with a reputable and reliable insurer or insurers, against such risks and in such amounts and having such coverage as prudent companies engaged in business and undertakings similar to those of the Target Company would normally insure against. The fact that part of the properties and inventories of the Target Company are not covered by insurance has not caused, and will never cause any material adverse effect to the Target Company.

20. Information

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The Target Company has made a good faith effort to provide the material documents and information in respect of the Target Company required in order to give a true and fair view of the Target Company and its business, and the documents and information so provided are, to the knowledge of the Transferor, correct, complete and not misleading.

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APPENDIX B

DISCLOSURE LIST

- The Target Company has not obtained the real estate ownership certificate for the constructions of the Self-owned Real Property and have not completed all related governmental procedures with the proving document as of the date of signing this agreement.
- 2. There are delays in the commencement and completion of the construction of the Selfowned Real Property by the Target Company without obtaining relevant documents from the relevant competent Governmental Authorities approving such delay. The Target Company may be at risk of breaching the land transfer contract regarding the land of Self-owned Real Property and its supplementary agreements executed by the Target Company and Sichuan Chengdu Stated-owned Land Resources Bureau (the "Land Grantor"), and at the risk of being required to pay liquidated damages to the Land Grantor and having part of the land with uncompleted construction taken back without compensation.
- 3. The Target Company received a Letter from Sichuan Tianfu New District Construction Bureau (the "Construction Bureau") on May 31st, 2023, in relation to the disposal of idle land of the Self-owned Real Property (the "Letter"). The Construction Bureau proposed two options for the Target Company's rectification: (1) the first one is that the Target Company shall set a deadline for the construction on such idle land and obtain the construction permit before the end of November 2023 and implement the construction, or (2) the second one is that the idle land will be taken back by the local government without compensation.
- 4. The Target Company dismissed an employee named Huang Ping (the "Employee") in July 2021 due to his fraud in connection with reimbursements. The dismissal was made according to the Target Company's discipline rules which was accepted by the Employee at onboarding. The Employee filed an arbitration case No. 天劳仲案 [2022] 200 号, in June 2022, in which he made a total claim RMB 115,637 for illegal dismissal and overtime compensation (the "Case"). The hearing was held in

September 2022. The Target Company received the arbitral award on March 23rd, 2023, that the Target Company was required to compensate the Employee RMB 25,800, the other claims raised by the Employee were rejected. The Target Company was not satisfied with the award rendered by the Arbitration Committee for the Case, so the Target Company filed a lawsuit in the People's Court of Sichuan Tianfu New District Chengdu District, arguing that the Arbitration Committee's award of finding that the Target Company needs to pay economic compensation to the Employee has no factual and legal basis as the Target Company legally terminated the employment contract with the Employee due to the Employee's dishonest expense reimbursement behavior. The first trial was held on June 29th, 2023.

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APPENDIX C

RESTATED ARTICLES OF ASSOCIATION

跑诗达新能源汽车有限公司章程

总则

第一条 本章程依据《中华人民共和国公司法》("《公司法》")及其他有关法律、 行政法规的规定,由公司股东制定。

第二条 公司系依照《公司法》和国家有关法律、行政法规成立的有限责任公司。 公司以其全部财产对公司债务承担责任,股东以其认缴出资额为限对公司承担有限责任。

公司名称、住所、经营范围及经营期限

第三条 公司名称: 跑诗达新能源汽车有限公司。

第四条 公司住所:四川省成都市天府新区新兴街道天工大道 1280号。

第五条 公司经营范围:机动车辆和新能源汽车(包括电动汽车)整车及零部件的技术开发、技术咨询、技术服务、生产和销售;货物进出口(依法须经批准的项目, 经相关部门批准后方可开展经营活动)。

第六条 公司的营业期限:50年,自公司成立时营业执照发放之日起算。

注册资本与出资方式

第七条 公司注册资本:人民币 200,000 万元。

第八条 公司股东的名称、出资额、出资方式、持股比例及出资时间如下:

股东	认缴注册资本 (万元)	出资方式	持股比例	出资时间
浙江吉利产投控 股有限公司	200,000	现金	100%	2018年4月前已由 原股东实缴完成
合计	200,000		100%	

第九条 公司应当制作股东名册,股东名册应载明下列内容:

(一)股东的名称及住所;

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(二)股东的出资方式及出资时间;

- (三)股东认缴出资额;
- (四)股东实缴出资额;
- (五)股东持股比例及表决权;
- (六)股东持有股权的他项权情况。

股权转让

第十条 股东有权依照《公司法》及其他法律、行政法规的规定转让其全部或部

分股权。

......

股东

第十一条 股东为公司的最高权力机构。股东行使以下职权:

(一) 决定公司的经营方针和投资计划;

(二) 任命和更换非由职工代表担任的董事、监事,决定有关董事、监事的报酬事项:

- (三) 审议、批准执行董事和监事的报告;
- (四) 审议、批准公司的年度财务预算方案和决算方案;
- (五) 审议、批准公司的利润分配方案和弥补亏损方案;
- (六) 对公司增加或减少注册资本作出决定;
- (七) 对发行公司债券作出决定;
- (八) 对公司的合并、分立、解散、清算或者变更公司形式作出决定;
- (九) 修改公司章程;
- (十) 中国法律及本章程规定的其他事项。

对前款所列事项股东可以书面形式直接作出决定,由股东在决定文件上盖章。

执行董事

第十二条 公司不设董事会,设 1 名执行董事。执行董事每届任期 3 年,任 期届满可以连任。

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第十三条 执行董事对股东负责,行使下列职权:

- (一) 向股东报告工作;
- (二) 执行股东的决定;
- (三) 决定公司的经营计划和投资方案;
- (四) 制订公司的年度财务预算方案、决算方案;
- (五) 制订公司的利润分配方案和弥补亏损方案;
- (六) 制订公司增加或减少注册资本的方案;
- (七) 制订公司发行公司债券的方案;
- (八) 制订公司合并、分立、解散或者变更公司形式的方案;
- (九) 决定公司内部管理机构的设置;

(十)决定聘任或者解聘公司总经理、财务负责人等高级管理人员及其报酬事项;

(十一) 制定公司的基本管理制度;

(十二) 中国法律、本章程规定及股东授权的其他职权。

对前款所列事项执行董事可以书面形式直接作出决定,由执行董事在决定文件上 签字。

监事

第十四条 公司设1名监事。董事、高级管理人员不得兼任监事。

第十五条 监事每届任期3年,任期届满可以连任。

第十六条 监事对公司的董事、高级管理人员进行监督。

第十七条 监事行使下列职权:

(一) 检查公司财务;

(二)对执行董事、高级管理人员执行公司职务的行为进行监督,对违反法律、 行政法规、本章程或者股东决定的执行董事、高级管理人员提出罢免的建议;

(三) 当执行董事、高级管理人员的行为损害公司的利益时,要求执行董事、高级管理人员予以纠正:

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(四) 依照《公司法》的规定, 对执行董事、高级管理人员提起诉讼;

- (五) 对公司经营进行监督,发现异常时,可以进行调查;
- (六) 法律规定或本章程规定的其他职权。

高级管理人员

第十八条 公司设总经理 1 名,由执行董事决定聘任或者解聘。总经理为公司的法定代表人。总经理每届任期 3 年,任期届满可以连任。

第十九条 公司设财务负责人 1 名,由总经理提名。前述高级管理人员由执行董事决定聘任或者解聘,每届任期 3 年,任期届满可以连任。

第二十条 总经理行使以下职权:

(一) 主持公司的经营管理工作,组织实施执行董事的决定;

- (二) 组织实施公司年度经营计划和投资方案;
- (三) 拟订公司内部管理机构的设置方案;
- (四) 拟订公司的基本管理制度;
- (五) 组织制定公司的具体规章;
- (六)聘任或解聘公司除应由股东、执行董事决定聘任或解聘以外的负责管理人员;
- (七) 本章程和执行董事授予的其他职权。

财务、会计、利润分配

第二十一条 公司依照法律、行政法规的有关规定建立财务、会计制度。公司 会计年度采用日历年制,自公历一月一日起至十二月三十一日止为一个会计年度。

第二十二条 公司分配当年税后利润时,应当提取当年净利润的百分之十列入 公司法定公积金。公司法定公积金累计额为公司注册资本的百分之五十以上的,可以 不再提取。

公司的法定公积金不足以弥补以前年度亏损的,在依照前款规定提取法定公积金 之前,应当先用当年利润弥补亏损。

公司从税后利润中提取法定公积金后,经股东决定,还可以从税后利润中提取任

意公积金。

第二十三条 公司弥补亏损和提取法定公积金后所余税后利润,由股东决定是 否分配。

公司的解散和清算

第二十四条 出现下列情形之一的,公司可以解散:

- (一) 本章程规定的营业期限届满或者本章程规定的其他解散事由出现;
- (二) 股东决定解散;
- (三) 因公司合并或者分立需要解散;
- (四) 依法被吊销营业执照、责令关闭或者被撤销;
- (五) 人民法院依照《公司法》第一百八十二条的规定予以解散。

第二十五条 公司因本章程第二十四条 第(一)、(二)、(四)、(五)项情形而 解散的,应当在解散事由出现之日起十五(15)日内成立清算组进行清算,清算组由 股东组成。

第二十六条 清算组在清算期间行使下列职权:

- (一) 清理公司财产,分别编制资产负债表和财产清单;
- (二) 通知、公告债权人;
- (三) 处理与清算有关的公司未了结的业务;
- (四) 清缴所欠税款以及清算过程中产生的税款;
- (五) 清理债权、债务;
- (六) 处理公司清偿债务后的剩余财产;
- (七) 代表公司参与民事诉讼活动。

第二十七条 清算组应当自成立之日起十(10)日内通知债权人,并于六十(60)日内在报纸上公告。债权人应当自接到通知书之日起三十(30)日内,未接到通知书的自公告之日起四十五(45)日内,向清算组申报其债权。

债权人申报债权,应当说明债权的有关事项,并提供证明材料。清算组应当对债 权进行登记。在申报债权期间,清算组不得对债权人进行清偿。

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第二十八条 清算组在清理公司财产、编制资产负债表和财产清单后,应当制 定清算方案,并报股东或者人民法院确认。

公司财产能够清偿公司债务的,应依次用于支付清算费用、职工工资、社会保险 费用和法定补偿金,缴纳所欠税款,清偿公司债务。

公司财务按前款规定清偿后的剩余财产, 向股东分配。

清算期间,公司存续,但不得开展与清算无关的经营活动。

公司财产在未依照前款规定清偿前,不得分配给股东。

第一十十名 国八司鲲龄工法管 法管纽左法理八司财立 纪制答立角信素和

第三十条 公司清算结束后,清算组应当制作清算报告,报股东或者人民法 院确认,并报送市场监督管理机关,申请注销公司登记,公告公司终止。

第三十一条 公司被依法宣告破产的,依照有关企业破产的法律实施破产清算。

附则

第三十二条 本章程中所指公司高级管理人员包括:总经理及财务负责人。

第三十三条 本章程中的"以上"、"以下"均不包含本数。

第三十四条 公司登记事项以市场监督管理机关核定的为准。

第三十五条 本章程未予以规定的内容适用《公司法》的相关规定。

第三十六条 本章程由股东订立,自公司法定代表人签署并加盖公司公章之日 起生效。

(以下无正文)

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(本页无正文,为《跑诗达新能源汽车有限公司章程》之签字页)

跑诗达新能源汽车有限公司 (盖章)

法定代表人 (签字):

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APPENDIX D

SHORT-FORM AGREEMENT

关于跑诗达新能源汽车有限公司之股权转让协议

本协议由以下双方于 2023 年 7 月 5 日 (以下简称"签署日")在中国签订:

转让方:极星汽车(中国)集团有限公司,注册地址为上海市嘉定工业区叶城路 925 号 B 区 4 幢 JT18092 室,统一社会信用代码为 91310114MA1GWTRA0R。

受让方:浙江吉利产投控股有限公司,注册地址为浙江省宁波杭州湾新区滨海四路 918号,统一社会信用代码为 91330201MA2KPTQH91。

(上述当事方单独称为"一方",统称为"双方"。)

鉴于:

- (1) 截至本协议签署日,转让方作为跑诗达新能源汽车有限公司(一家根据中国法律 合法成立并有效存续的有限公司,统一社会信用代码为:
 91510100MA6BX1H33P,以下简称"目标公司")的唯一股东,持有目标公司的 100%股权(对应注册资本人民币 200,000 万元);
- (2) 根据本协议的条款和条件,转让方希望向受让方转让,且受让方希望向转让方购 买,转让方持有目标公司的全部股权。

双方经友好协商,达成协议如下:

第一条 股权转让

- 1. 转让方将其持有的目标股权 100%股权 (对应注册资本人民币 200,000 万元,以下 简称"**目标股权**")作价人民币***元 ("转让对价")转让给受让方。
- 附属于目标股权的其他权利随目标股权的转让而一并转让给受让方。转让方保证 目标股权不存在任何质押、抵押、权利负担或其他第三方的权利、主张或利益。
- 3. 受让方应根据双方的约定在相关条件满足后向转让方支付相应转让对价。
- 4. 本协议项下的目标股权完成转让后,受让方取得目标公司 100%股权。
- 5. 转让方应促使目标公司就上述股权转让及股东变更事宜向主管政府部门办理登记 备案手续,双方应提供必要的协助与配合。

第二条 违约责任

本协议生效后,一方不按照本协议的约定履行其义务和责任的,或者作出的陈述保证 不真实准确的,即构成违约。非违约方有权要求违约方继续履行本协议或者要求违约 方承担违约责任。

第三条 税费

双方应根据法律规定各自承担其就本协议项下股权转让产生的税费。

第四条 适用法律和争议解决

- 本协议的有效性、理解、执行和解释适用中华人民共和国法律。若因解释或执行 本协议引起的或与之相关的争议,各方应首先友好协商。若争议仍无法解决,任 何一方可申请对争议进行仲裁。
- 2. 仲裁
 - (i) 提交仲裁的任何争议应由中国国际经济贸易仲裁委员会上海分会根据一方 提交仲裁通知时该仲裁委员会有效的仲裁规则(该等规则被视为通过援引 纳入本条)进行仲裁:
 - (a) 仲裁地点为上海;
 - (b) 仲裁庭应由三(3) 名仲裁员组成;
 - (c) 所有的仲裁程序应使用英语进行。
 - (ii) 如就争议提起仲裁,除非本协议终止,双方应在任何其它情况下依据本协 议继续履行各自的义务。
 - (iii) 仲裁裁决是终局的且对双方均有约束力。除仲裁庭另有裁决外,仲裁的费用由败诉方承担。仲裁庭的任何裁决应可由有管辖权的任何法院强制执行。

第五条 协议生效及其他

- 1. 本协议经双方法定代表人(或授权代表)签署并加盖公章后生效。
- 就上述股权转让,双方对本协议作出任何修订、变更或对未尽事宜的增补,应签 署书面文件,并以该等书面文件的约定为准。
- 本协议以中文撰写。本协议一式六(6)份,转让方及目标公司分别持有一(1) 份,受让方持有三(3)份,其余用于向相关政府部门办理登记备案手续。

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Appendix D

Agreement No.: GEE23-014

(关于跑诗达新能源汽车有限公司之股权转让协议签字页)

本协议由被正当授权之人于本协议在上述记载之日期代表双方当事人订立,特此证明。

代表

极星汽车(中国)集团有限公司 (公章)

签名: _____ 姓名: 查亚茄 职务:法定代表人/授权代表

Appendix D

Agreement No.: GEE23-014

(关于跑诗达新能源汽车有限公司之股权转让协议签字页)

本协议由被正当授权之人于本协议在上述记载之日期代表双方当事人订立,特此证明。

代表

浙江吉利产投控股有限公司 (公章)

签名: ______ 姓名: 张权 职务: 法定代表人/授权代表

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

[***] MANUFACTURING AND VEHICLE SUPPLY AGREEMENT (DOMESTIC)

Polestar Automotive China Distribution Co., Ltd.

and

Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd.

and

Zhejiang Geely Automobile Co., Ltd. Ningbo Hangzhou Bay Factory

Manufacturing of [***] in the [***] Plant

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LIST OF APPENDICES

- (a) Appendix 1 Pricing Principles and Procedures
- (b) Appendix 2 Volume Planning Procedures
- (c) Appendix 3 Sustainability Requirements
- (d) Appendix 4 Polestar's Code of Conduct
- (e) Appendix 5 Quality Protocol

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This [***] MANUFACTURING AND VEHICLE SUPPLY AGREEMENT (DOMESTIC) (this "Manufacturing Agreement") is entered into on the date indicated below and made among:

- Polestar Automotive China Distribution Co., Ltd., Reg. No. 91510112MA6D05KT88, a limited liability company incorporated under the laws of PRC (the "Buyer" or "Polestar")
- (2) Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd., Reg. No. 91330201MA2CHD0427, a limited liability company incorporated under the laws of People's Republic of China ("Plant"); and
- (3) Zhejiang Geely Automobile Co., Ltd. Ningbo Hangzhou Bay Factory, Reg. No. 913302015638837911, a limited liability company incorporated under the laws of People's Republic of China (the "Catalogue Company").

The Plant and Catalogue Company are referred to individually and collectively as the **"Supplier"**, unless otherwise specifically used or referred to hereunder. The Plant and the Catalogue Company are referred to individually and collectively as a **"Party"** on the one hand (save that the specific entity should be determined based on the context hereunder) and the Buyer as a **"Party"** on the other hand, and jointly as the **"Parties"**.

BACKGROUND

- A. Polestar is engaged in the development and sale of Polestar branded high-end electric performance cars.
- B. Polestar has outsourced the full development of its [***] vehicle to Ningbo Geely Automobile Research & Development Co., Ltd. ("GRI") under the Development Agreement (Agreement no.: GEE21-012) dated December 28, 2021, and will enter into a Change Management Agreement with GRI for any changes or updates the [***] vehicle.
- C. Polestar Automotive China Distribution Co., Ltd. and Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd. have entered into the Tooling and Equipment Agreement on January 27, 2022 (agreement no.: GEE21-013).
- Polestar Automotive China Distribution Co., Ltd., and Ningbo Geely Automobile Research & Development Co., Ltd. have entered into the Unique Vendor Tooling Agreement on December 23, 2021 (agreement no.: GEE21-016).
- E. Polestar now wishes to outsource and purchase, and the Supplier wishes to manufacture and sell [***] vehicles (the "Vehicle") to the Buyer, in accordance with the terms set out in this Manufacturing Agreement. The Parties have also agreed that the Supplier can manufacture and sell certain spare parts to the Buyer which will be regulated in a separate agreement.
- F. [***]
- G. [***]

- H. As a general principle, the Parties agree that transactions amongst all relevant entities involved shall be conducted on arm's length terms.
- I. In light of the foregoing, the Parties have agreed to execute this Manufacturing Agreement.

1. DEFINITIONS

The following terms shall have the meanings ascribed to them below. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and *vice versa*.

"Affiliates" means (i) for the Supplier, any other legal entity that directly or indirectly controls, is controlled by or is under common control with Geely Auto and (ii) for Buyer, any other legal entity that, directly or indirectly, is controlled by Polestar Automotive Holding UK PLC, "control" means the possession, directly or indirectly, of (i) at least fifty per cent (50%) of the voting stock, partnership interest or other ownership interest, or (ii) the power (a) to appoint or remove a majority of the board of directors or other governing body of an entity, or (b) to cause the direction of the management of an entity. The Parties, however, agree to renegotiate this definition of "Affiliates" in good faith if it in the future does not reflect the Parties' intention at the time of signing this Manufacturing Agreement due to a restructuring or reorganization in relation to either of the Parties.

"Buyer" shall have the meaning set out under (1) above.

"Buyer Unique Supplier" means the three (3) specific Component Suppliers; namely [***].

"Change Management Agreement" means the agreement to be entered into between Polestar Performance AB and GRI regarding further development and changes to the Technical Specification of the Vehicle after OKtB +90 days.

"China Mainland" or "PRC" means the People's Republic of China (excluding Hong Kong, Macau and Taiwan).

"Common Components" means components and material used for the production of the Vehicle as well as for production of other vehicles in a Geely Auto owned plant.

"Common Equipment" means equipment owned by the Supplier that is stored at the premises of the Plant and used for production of any type of vehicle.

"Common Type Bound Tooling and Equipment" means tooling and equipment owned by the Supplier that is stored at the premises of the Plant and used for production of [***] vehicles for other brands and the Buyer and its Affiliates.

"**Common Vendor Tooling**" means tooling owned by the Supplier that is used and stored at the premises of a Component Supplier but used for the production of [***] vehicles (and/or components therein) for other brands and Buyer and its Affiliates.

"**Components**" means all the components (including software) and parts included in the Vehicle according to the Technical Specification.

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"**Component Supplier(s)**" means a party supplying Components included in the Vehicle to the Supplier, including such party who is also an Affiliate of the Supplier.

"Confidential Information" means any and all information regarding the Parties and their respective businesses, whether commercial or technical, in whatever form or media, including but not limited to, the Technical Information and other information relating to Vehicles, intellectual property rights, concepts, technologies, processes, commercial figures, techniques, strategic plans and budgets, investments, customers and sales, designs, graphics, CAD models, CAE data, targets, test plans/reports, technical performance data and engineering sign-off documents and other information of a sensitive nature, that a Party learns from or about the other Party prior to, during or after the execution of this Manufacturing Agreement.

"Consumer Product Audit" means Consumer Product Audit (CPA) standard according to agreed standard as approved by the Steering Committee.

"Critical Concern" means issue on Vehicles after Factory Complete, caused by risks of not meeting demands or requirements in the Technical Specification within product safety, product legal or compliance or product environmental and customer satisfaction.

"Data" means the collection of recorded values (which can be characters, numbers or any other data type) that can via processing be extracted to meaning or information, relating to the Vehicle.

"Definitive Monthly Volume" means the rolling monthly volume that has been finally and definitively confirmed by the Parties from time to time during the Volume Planning Procedures, marked as "M0 fixed" under Figure 2 under Appendix 2.

"Delay" means the failure by Supplier to deliver to Buyer, Factory Complete Vehicles on time and to the quantities agreed in accordance with the agreed Order Book Planning process as set forth in Appendix 2 – Volume Planning Procedures. For the avoidance of doubt, by making Factory Complete Vehicle available for collection by the Buyer through having it parked within the premises of the Plant on the area of the yard designated for the Buyer, the Supplier shall be deemed to have delivered Factory Complete Vehicle to the Buyer at such time for the purpose of determining a Delay or not without prejudice to the time of Delivery as set forth in Section 8.1.1 and the time of the transfer of risks and titles as set forth in Section 8.2.1 under this Manufacturing Agreement.

"Development Agreement" means the service agreement (agreement no.: GEE21-012) entered into by Polestar Performance AB and GRI on December 28, 2021 for the development of the [***] vehicle.

"Defect" means the Vehicle or Component (i) does not conform with the agreed Technical Specification, (ii) does not comply with all mandatory laws of the countries in which the Vehicles are to be sold as stated in the Development Agreement or made known to the Supplier through the change management process in accordance with Section 24.2, and/or (iii) is not free from faults in design related to Components provided by Component Suppliers, and/or (iv) that does not conform with industry standard quality in materials and industry standard workmanship as stipulated in this Manufacturing Agreement. Defects are classified based upon impact on the customer in different severities according to the

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product audit rating scale in VCPA S300, A100, B50, B30, C10. Further described in Appendix 5, Attachment 5.

"Disclosing Party" means the Party disclosing Confidential Information to the Receiving Party.

"End of Production" or "EOP" means the end of production of the Vehicle i.e. 7 years after Job1, unless otherwise agreed between the Parties.

"Exit" shall have the meaning set out in Section 19.

"Exit Cost" means the compensation amount that the Buyer shall pay to the Supplier in accordance with either Section 19.1.1 (b) or 19.1.2 (a) as the case may be.

"Factory Complete" means when a Vehicle fulfils and complies with all the Supplier's inspections and quality assurance processes, being in a deliverable condition and fully checked to be in compliance with the Buyer's demands and requirements in accordance with this Manufacturing Agreement, including the Technical Specification.

"Field Service Action" or "FSA" means a recall, service action, extended warranty, safety, maintenance or improvement program, or similar action, involving or relating to a Defect in the Vehicle or the Component, implemented or performed by the Buyer, its Affiliates, dealers or other authorized repair facilities.

[***] "Geely Auto" means Geely Auto Group Co. Ltd., Reg. No. 91330201MA2CK3LC02, a limited liability company incorporated under the laws of the People's Republic of China.

"GRI" means Ningbo Geely Automobile Research & Development Co., Ltd, Reg. No. 91330201066600025F, a limited liability company incorporated under the laws of the People's Republic of China.

"Hardship Event" means a material shortage or constraint of supply of the Component (including the Common Components) in the market that is without prejudice to Section 29.1, beyond the Supplier's reasonable control which objectively makes the fulfilment of Volume Plan becomes excessively onerous from a commercial or financial perspective. "Industry Standard" means the exercise of such professionalism, skill, diligence, prudence and foresight which would normally be expected at any given time from a skilled and experienced actor engaged in a similar type of undertaking as under this Manufacturing Agreement.

"Job1" means in relation to this Manufacturing Agreement and the Vehicle, the date on which the production of the Vehicle starts.

"JPH" means jobs per hour i.e., number of vehicles produced in an hour.

"Know-How" means the technical information, knowledge and experience related to the Technical Specification or conveyed through the technical assistance rendered under this Manufacturing Agreement incorporating, if any, industrial and/or intellectual property rights.

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"Life Cycle Planning Volumes" shall have the meaning and number given to it for a period from FY2023 to FY2029 under Appendix 1.

"LTIV" means the long-term investment volumes as elaborated on in Appendix 2 Volume Planning procedures.

"Minor Defects" means a truly minor Defect, [***], not meeting the Technical Specification, which has an insignificant impact on functioning of the Vehicle and/or Component, such as small non-visual or visual negative quality impressions (including but not limited to screeches, scratches etc) which are detectable by experts only, however always excluding (i) any systematic or repetitive Defects unless otherwise approved by Buyer, including but not limited to Systematic Defects, and (ii) Defects in Components. The Parties acknowledge that a Minor Defect does not need to be repaired in most cases but when it frequently and repetitively occurs, the Supplier will make its commercial best efforts to take actions to prevent such Minor Defect from reoccurring on future deliveries.

"Manufacturing and Vehicle Supply Agreement" or "Manufacturing Agreement" means this Manufacturing and Vehicle Supply Agreement including its appendices and exhibits attached hereto.

"OKtB" means the date when the Vehicle starts to be delivered to external customers as further defined in the Development Agreement.

"[***] Manufacturing Agreement" means the [***] Manufacturing and Vehicle Supply Agreement (Export) and all its appendices.

"Permits" shall have the meaning set out in Section 16.

"Personal Data" means all information that a Party obtains from the other Party as a result of the Manufacturing Agreement (i) relating to an identified or identifiable natural person, including the other Party's employees and customers, that directly or indirectly can identify that person, or (ii) deemed personal data according to applicable national, federal, state, and international laws and regulations now or hereafter in effect.

"Plant" shall have the meaning set out in (2) above.

"Polestar" shall have the meaning set out in (1) above.

"Polestar Actual Volumes" means the total amount of Vehicles produced in the Plant and achieved Factory Complete status during a certain period.

"Project Agreements" shall have the meaning set out in Section 28.1.5.

"Receiving Party" means the Party receiving Confidential Information from the Disclosing Party.

"Reserved Volumes" shall have the meaning set out in Appendix 2 Volume Planning Procedures for a period of the immediately subsequent [***] calendar years [***] as decided by the Steering Committee.

"Steering Committee" means the first level of governance forum for handling the cooperation between the Parties regarding [***] Vehicle in various matters, under this Manufacturing Agreement which regarding cooperation between the Parties is the so called Geely and Polestar 417 Steering Committee.

"Strategic Board" means the highest level governance forum established by the Parties for handling the cooperation between the Parties regarding [***] Vehicle in respect of various matters.

"Systematic Defect" means a Defect attributable to the same, or substantially the same, root cause that occurs, or is likely to occur, at a statistically significant level. A single Minor Defect will not be deemed a Systematic Defect, provided however that multiple Minor Defects may, when considered collectively on impact level, be deemed a Systematic Defect. Similarly, a few major Defects may be sufficient to qualify as Systematic Defects.

"Technical Information" means all Technical Specification and Know-How and all other written or printed technical information or software stored in any media or materials or prototypes communicated to the Supplier by the Buyer and all reproductions, excerpts and summaries thereof, and all modifications and/or improvements to the Technical Specification and Know-How made by or for the Supplier.

"Technical Specification" means (i) all the required vehicle specifications as agreed between GRI and Buyer that are necessary to manufacture the Vehicle and are provided to the Supplier by GRI as set forth in Section 4 and (ii) all other written or printed technical information or software stored in any media or materials or prototypes communicated to the Supplier by the Buyer (or by GRI on behalf of the Buyer) and all reproductions, excerpts and summaries thereof as agreed between the parties and confirmed by the Plant (which confirmation should not be unreasonably withheld or delayed), and all modifications and/or improvements thereof made by or for the Supplier pursuant to the change management process. Examples are necessary product drawings, material lists, assembly instructions and quality requirements on paper or in electronic form provided by GRI to the Supplier for the purpose of manufacture the Vehicle in accordance with the terms and conditions of this Manufacturing Agreement.

"Third Party" means a party other than any of the Parties under this Manufacturing Agreement. For the avoidance of doubt, unless otherwise expressly required by the context, an Affiliate of one of the Parties to this Manufacturing Agreement shall be a Third Party.

"Unique Type Bound Tooling and Equipment" means tooling and equipment owned by the Buyer that is stored at the premises of the Plant and that are specific to Buyer's Vehicles and that are unique to the Buyer and its Affiliates.

"**Unique Vendor Tooling**" means tooling including but not limited to molds, gauges, fixtures, owned by the Buyer and located at the premises of a Component Supplier related to Vehicles (and/or components therein) and that cannot be, or is not expected to be, re-used without modifications for another product.

"Vehicle" shall have the meaning set out under Background E above.

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"Warranty Period" means the warranty period of the Vehicles available to the Buyer's end customers in a relevant market as updated by the Buyer from time to time in accordance with applicable law and regulations.

2. SCOPE AND ORDER OF PRIORITY

- 2.1 This Manufacturing Agreement sets out the specific terms that shall apply to the manufacturing, assembly and sales to the Buyer of the Vehicle for sales within China Mainland.
- 2.2 In the event there are any contradictions or inconsistencies between the terms of this Manufacturing Agreement and the appendices hereto, the Parties agree that they shall prevail over each other in the following order if not specifically stated otherwise in such

document or the context or circumstances clearly suggest otherwise:

- a) Main document of this Manufacturing Agreement.
- b) Appendix 1 Pricing Principles and Procedures
- c) Appendix 2 Volume Planning Procedures
- d) Appendix 5 Quality Protocol
- e) Appendix 3 Sustainability requirements
- f) Appendix 4 Polestar's Code of Conduct
- 2.3 The appendices to this Manufacturing Agreement, form an integral part of this Manufacturing Agreement.

3. SALE AND PURCHASE

- 3.1 The Supplier agrees to supply to the Buyer, and the Buyer agrees to purchase, the Vehicles ordered in accordance with and under the terms and conditions of this Manufacturing Agreement. The Supplier may only sell the Vehicles to the Buyer and/or its Affiliate as directed by the Buyer. The Vehicles shall be manufactured in accordance with the Technical Specifications.
- 3.2 The Buyer acknowledges that the Supplier will have the Vehicles manufactured for the Buyer and supplied to the Buyer pursuant to terms and conditions set forth under this Manufacture Agreement [***]
- 3.3 The Parties acknowledge that other manufacturing and vehicle supply agreements may exist or may be entered into with other buyers for the production of vehicles in the Plant, and if so and if the overall modalities of cooperation contemplated under such agreements is materially similar to the ones for this Manufacturing Agreement, similar Volume Planning Procedure principles as attached to this Manufacturing Agreement as Appendix 2 and similar Exit Cost principles as stated in Section 19, shall be agreed with those other buyer/buyers by the Supplier. Notwithstanding the generality of the foregoing, the Reserved Volumes as agreed by the Parties in accordance with Appendix 2 and the price of

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the Vehicle as agreed by the Parties in accordance with Appendix 1 shall not deviate substantially and negatively therefrom without the written agreement of the Parties.

4. TECHNICAL SPECIFICATION

- 4.1 GRI shall provide the Plant with the Technical Specification according to a process described by GRI. The Technical Specification for the Vehicle will be released in the Geely Product Lifecycle Management, PLM system. The Plant undertakes to manufacture and assemble the Vehicle in strict conformity with the Technical Specification, Know-How and/or as otherwise instructed by GRI or its sub-contractors.
- 4.2 Any changes to the Technical Specifications that affect the Vehicle shall be authorized by Buyer and notified by GRI to the Plant according to the change procedure in Section 24.2.

5. VOLUME PLANNING PROCEDURES AND ORDER PROCESS

- 5.1 The procedures for volume planning, and order placement of the Vehicles in the Plant, are attached hereto as Appendix 2.
- 5.2 The installed capacity at the Plant is enabling a production of [***] vehicles per year from the year of 2024 till expiration of this Manufacturing Agreement. The Supplier shall during the duration of this Manufacturing Agreement maintain capacity to manufacture, assemble and supply to the Buyer Vehicles in quantities ordered by the Buyer up to the volumes agreed between the Parties according to Appendix 2.
- 5.3 If the Supplier is or is reasonably expected to or will become unable to meet its obligations under this Manufacturing Agreement to supply Vehicles due to shortage of Components and/or material and this constraint is attributable to Component Supplier for any reason other than events falling into the scope of a Hardship Event and/or a Force Majeure Event, then Supplier shall make its commercially best efforts, and shall exercise the rights it has under the agreements with those Component Suppliers to procure that those Component Suppliers take all actions required to resume compliance with their contractual obligations to Supplier.
- 5.4 [***]

- 5.5 If at any time Supplier is or is reasonably expected to or will become unable to meet its obligations under this Manufacturing Agreement to supply Vehicles to Buyer and this constraint is attributable to the Buyer Unique Supplier, then Buyer shall upon the Supplier's request, make its best commercial efforts to assist the Supplier in resolving the issues in a practical and reasonable manner.
- 5.6 Supplier shall follow the Capacity Management process as described in Section 6 in Appendix 2. In addition to the Capacity Management process, Supplier shall immediately notify Buyer of (i) anything that will or might result in constraints in Components, materials or Common Components used for production of the Vehicle affecting Supplier's ability to meet its obligation under this Manufacturing Agreement, including possible consequences thereof, and the Parties shall follow the principles and procedures as set forth in Section 5.3 and Section 5.4 and further jointly agree on specific matters for how to best minimize the effect of (i) above.

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- 5.7 The Supplier will take the Plant's available volume capacity (including the Life Cycle Planning Volumes, Reserved Volumes and the Definitive Monthly Volume) into consideration when entering into other manufacturing and vehicle supply agreements with other buyers for the production of vehicles in the Plant.
- 5.8 The Buyer will order and the Supplier will supply the Products in accordance with the order process set out in Appendix 2.

6. PRICE AND PAYMENT

- Product Price 6.1
- The principles and procedures for calculating the full cost of production and for setting the 6.1.1 price of the Vehicle, on an 'arm's length' basis, are attached hereto as Vehicle Pricing Principles and Procedures, Appendix 1.
- In addition to Vehicles, also service/spare parts manufactured in the Plant being parts in a 6.1.2 Vehicle shall be possible to order but will be regulated in separate agreement.
- 6.2 Payment and invoice
- 6.2.1 Invoice for each Vehicle shall be provided since specifications are different. Any payment by the Buyer to the Supplier hereunder shall be made to the [***].
- 6.2.2 The payment shall be made in RMB by bank transfer.
- 6.2.3 All amounts and payments referred to in this Manufacturing Agreement are exclusive of VAT, and any other taxes, for example withholding tax and surcharges. VAT is chargeable on all invoiced amounts only when required by local law and shall be borne by the Buyer. Buyer may appoint a Third Party to handle the requisite VAT registration and recovery.
- 6.2.4 Invoice for a Vehicle shall be issued by the Supplier to the Buyer when the Vehicle has been delivered in accordance with Section 8.1.1 (invoice trigger Loaded on carrier). The payment shall be made at the latest [***]days after the invoice date.
- 6.2.5 Invoices may be generated electronically. However, the Buyer may request hard copy summary invoices over a specified period, in order to satisfy VAT requirements.
- 6.2.6 Payment made later than the due date will automatically be subject to interest rate for late payments for each day it is not paid and the interest shall be [***].

7. MANUFACTURING

7.1 Manufacturing and assembly

7.1.1 The Supplier shall at all times perform the services set out in this Manufacturing Agreement in a professional manner. The Supplier shall at all times perform the services using professional and skilled personnel that has been properly educated for the services to be performed. The Supplier shall efficiently utilise the resources, materials and services necessary to provide the services set out in this Manufacturing Agreement, and shall perform the services in a cost-effective manner consistent with the required level of quality

and performance in a way that meets Industry standards. As part of that obligation, the Supplier undertakes to improve the cost efficiency of the services continuously during the duration of the Manufacturing Agreement.

- 7.1.2 The Plant undertakes to assemble the Vehicle in strict conformity with the Technical Specification, Know-How and/or as otherwise from time to time and shall never implement any product changes, modification or substitutions of Component(s) unless instructed in accordance with the change procedures set forth in Section 24.2.
- 7.1.3 [***]
- 7.1.4 The Plant will strive to meet Buyer's sustainability standards and will keep the Buyer informed, as set forth in Appendix 3.

7.2 Equipment and tooling

- 7.2.1 The Supplier undertakes to maintain in its ownership and possession all tooling and equipment for vehicles to be produced in the Plant (e.g. Common Equipment, Common Type Bound Tooling and Equipment, Common Vendor Tooling), except for Unique Type Bound Tooling and Equipment and Unique Vendor Tooling which the Buyer shall remain the owner of. The Buyer will remain the owner of the Unique Type Bound Tooling and Equipment even if such is located in the Plant. Normal tooling maintenance will be commenced by the Plant and related costs charged as part of the price for the Vehicles, whereas update and replacement of the Unique Type Bound Tooling and Equipment will be controlled and paid separately by the Buyer.
- 7.2.2 The Supplier undertakes to (or see to that Polestar or the Plant, as applicable) acquire or have acquired, all such necessary tooling, equipment and systems, including but not limited to jigs, fixtures, tools and welding equipment, necessary for the assembly of the Vehicle.
- 7.2.3 Any tooling and equipment acquired in accordance with Section 7.2.1–7.2.2 shall meet the Supplier's quality requirements, as aligned with Industry Standard.
- 7.2.4 Unique Type Bound Tooling and Equipment and Unique Vendor Tooling acquired in accordance herewith shall be used solely for the purpose of the assembly of the Vehicle and its Components.
- 7.2.5 All plant tooling and equipment used by the Plant for the production of the Vehicles shall be maintained in proper working condition by the Plant in accordance with applicable maintenance instructions for said tooling and equipment or by using industry practice if there are no specific instructions.
- 7.2.6 The Supplier should assist the Buyer in phase out projects related to the Unique Type Bound Tooling and Equipment and Unique Vendor Tooling if necessary. Cost of carving out Unique Type Bound Tooling and Equipment and Unique Vendor Tooling is upon the Buyer. Buyer and Supplier must agree on process and timing for handling Unique Type Bound Tooling and Equipment and Unique Vendor Tooling no later than 12 months before EOP, unless otherwise agreed between the Supplier and the Buyer. Agreed timing and process must not unreasonably and materially interfere with the manufacturing of any other product at the Plant, and the direct loss of the Supplier caused by such interference shall be compensated

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by the Buyer, and details of such compensation shall be further negotiated between the Supplier and the Buyer.

- 7.2.7 For Unique Type Bound Tooling and Equipment and Unique Vendor Tooling the Buyer or Buyer's Affiliates shall grant the Supplier the right to use such assets for the manufacturing of the Vehicle under a User Right Agreement to be entered into between the Supplier and Buyer or Buyer's Affiliate.
- 7.2.8 The Buyer shall pay Supplier for its share of Common Equipment, Common Type Bound Tooling and Equipment and Common Vendor Tooling and compensate Supplier for its cost incurred under the User Right Agreement related to Unique Type Bound Tooling and Equipment and Unique Vendor Tooling according to the pricing principles set forth in Appendix 1.

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7.3 Components

- 7.3.1 The Buyer has entered into a service agreement for development and procurement services (GEE21-012), December 28, 2021 with Ningbo Geely Automobile Research & Development Co., Ltd. (GRI), the Development Agreement, under which GRI and its Affiliates shall provide development and procurement services. The Buyer utilises these services in order to fulfil its obligations and responsibilities under this Section 7.3.
- 7.3.2 The Supplier shall be responsible for the purchase of Components for the production of Vehicles by calling-off such Components from Component Suppliers and taking other necessary measures as the case may require.
- 7.3.3 Components will be called-off from Component Suppliers directly by the Supplier. The Supplier will be provided with information required to be able to call-off Components.
- 7.3.4 The Supplier is responsible for managing inbound logistics including but not limited to transportation from Component Suppliers to plant, custom clearance and to pay related logistic cost including customs duties.
- 7.3.5 The Supplier shall pay all Component Suppliers' invoices directly to the Component Suppliers. The costs for such Components shall be included in the prices for the Vehicles.
- 7.3.6 [***]
- 7.3.7 [***]

7.4 Insurance

7.4.1 The Supplier is responsible to procure and maintain appropriate and adequate insurance coverage for its business operations and activities performed under the Manufacturing Agreement. For the avoidance of doubt, the aforementioned includes a responsibility for the Supplier to ensure that all facilities, equipment and tooling used in the Plant is properly insured except for when the ownership of the Unique Type Bound Tooling and Equipment and Unique Vendor Tooling used for manufacturing the Vehicle has been transferred to or retained with the Buyer or Component Supplier according to separate Tooling Agreement.

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- 7.4.2 The Buyer is responsible to procure and maintain appropriate and adequate insurance coverage for its business operations and activities performed (if any) under the Manufacturing Agreement, including the Unique Type Bound Tooling and Equipment and Unique Vendor Tooling whenever the ownership of which has been transferred to or retained with the Buyer.
- 7.4.3 The Supplier undertakes to keep the Vehicles fully insured until the title and risk off loss or damage has passed to the Buyer.

8. DELIVERY, TITLE AND RISK

8.1 Delivery of Vehicle

- 8.1.1 For Factory Complete Vehicles, the delivery shall take place at Ex Works Incoterms 2020, Loaded on carrier.
- 8.1.2 The Supplier shall notify the Buyer when a Vehicle is Factory Complete by registering the Vehicle as Factory Complete in the system used by the Parties for such communication.
- 8.1.3 The Supplier shall deliver to the Buyer the Factory Complete Vehicles within the timeframe decided during the Volume Planning Procedures as agreed between the Parties and keep the Buyer informed of the planned production schedule and Factory Complete status of the Vehicles, and inform the Buyer of the planned timing for the Vehicles to be available in the yard in the designated area for the Buyer, at the latest 8 business days in advance of such planned time in order for the Buyer to arrange for timely transportation.
- 8.1.4 Unless otherwise agreed between the Parties, the Buyer undertakes to collect the Vehicles on a daily basis. The yard should be available for Buyer collection of Vehicles during operational opening hours for production in Plant.
- 8.1.5 The Buyer acknowledges that the Supplier will reserve [***]parking slots for its own use, and the rest of available parking slots on the premise of the Plant will be allocated among the Plant's customers (including the Buyer) on pro rata basis, with [***] of parking slots provided for the Vehicles in the year of 2024. (For the purpose of this Section 8.1.5, the Parties acknowledge and agree that the [***] of parking slots set forth herein

shall be read and interpreted in conjunction with the substantially same section under the [***] Manufacturing Agreement with the Supplier, meaning that the aggregated and total number of parking slots for the Vehicles in the year of 2024 with this Manufacturing Agreement together with the [***] Manufacturing Agreement with Supplier, shall be collectively limited to [***]. If any additional parking slots are required, the Parties will agree on the number and reasonable additional costs. The Supplier could provide reasonable support if required by the Buyer and the Supplier is capable to provide the requested support, then the Supplier will, correspondingly be entitled to charge the Buyer a reasonable management fee and/or parking fee, to be agreed between the Parties. If the parking issue cannot be resolved through the aforementioned measures, such issue shall be escalated to the Steering Committee within 2 days for a prompt resolution notwithstanding the relevant timeframe set out in Section 27. The Buyer shall, in addition to the obligation described herein, take into consideration that the Supplier will produce vehicles to other buyers than the Buyer and that such vehicles also need be stored on the yard of the Plant.

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8.2 Title and risk of loss or damage

8.2.1 Title and risk of loss or damage of Vehicle with respect to each Vehicle passes to the Buyer at the moment of invoicing in accordance with Section 6.2.4, without prejudice for the Buyer's right to reject Vehicles under Section 9.

8.3 Delay of Delivery of Vehicles

- 8.3.1 Supplier shall immediately notify Buyer of (i) anything that, as the Supplier may reasonably foresee, will or might result in any Delay, including possible consequences thereof, and (ii) how Supplier intends to minimize the effect of (i) above, without prejudice to the Supplier's liabilities (if any) under this Manufacturing Agreement.
- 8.3.2 If the Supplier is in Delay of delivery of Vehicles or reasonably suspects that a Delay will occur, Supplier shall without delay perform a root cause analysis and, provided the root cause analysis indicates that the Delay is or will be caused by the Supplier, take reasonable measures in order to avoid the Delay and if not possible to avoid, to remedy the Delay. Any such measures shall be at the Supplier's own cost without including such cost to the price of the Vehicle.
- 8.3.3 [***]
- 8.3.4 [***]
- 8.3.5 [***]
- 8.4 [***]

8.5 Distribution and logistic

8.5.1 The Vehicles will be distributed by the Buyer through the distribution network managed by the Buyer.

9. QUALITY, INSPECTION AND RIGHT TO REJECT PRODUCTS

- 9.1 Quality
- 9.1.1 The Parties acknowledge that the attainment and maintenance according to quality requirements for the Vehicle and process reliability are of paramount importance. The Supplier shall take all precautions and institute all procedures necessary in order to assure the quality requirements in accordance with this Manufacturing Agreement and Appendix 5 Quality Protocol in particular as well as the standards of Consumer Product Audit (CPA). The Supplier shall upon direction of the Buyer take such actions at the Plant and in relation to Components Suppliers that are necessary to rectify deviations from the product quality requirements of the Vehicle and processes as set out in this Manufacturing Agreement. The quality requirements will apply to all Vehicles. The Supplier and the Plant shall meet and maintain the standards of Vehicle specified in the Technical Specification.
- 9.1.2 The Parties acknowledge that in order to fulfil the quality requirements set out in this Manufacturing Agreement and in Appendix 5 Quality Protocol, the Parties will share with

each other the performance indicators and other Data as specified in 1.1 of Appendix 5 (Quality Protocol) and shall regularly submit quality control, test reports and records as agreed by the Parties in Appendix 5.

- 9.1.3 Consumer Product Audit quality metrics requirements defined in Appendix 5 Quality Protocol shall apply to all Vehicles. Standard alignment, calibration and target levels are set out in Appendix 5.
- 9.1.4 The assembly or any other activity connected to production or inspection of the Vehicles under this Manufacturing Agreement shall take place at the Plant by fully trained and qualified personnel allocated for the Vehicle.

9.2 Inspection and tests

- 9.2.1 When the Supplier has completed its work on the Vehicle it shall pass through the test line, where the Supplier will inspect the Vehicle and decide whether it fulfils the Technical Specification and is Factory Complete without any Defects (excluding Minor Defects). For the sake of clarity, even if the Vehicle has passed through the test line, the Supplier is responsible for that the Vehicle continues to fulfil and meet the Technical Specification and is Factory Complete until the Vehicle is delivered to the Buyer in accordance with Section 8.1.1. The test line shall consist of a thorough inspection and, if the Buyer so requires, road tests, and otherwise in accordance with the standards and requirements (including the CPA, CoP standards and requirements) under Appendix 5 Quality Protocol or any other standards and requirements as agreed upon by the Parties.
- 9.2.2 The Buyer shall be entitled, at its own expense and upon reasonable notice, to inspect during regular business hours the assembly of the Vehicles and may carry out tests on the Vehicles that have been parked at the last point of rest, in order to ascertain that the Vehicles meet the product and process quality requirements stipulated in this Manufacture Agreement and complies with the Technical Specification and is without any Defects (excluding Minor Defects).
- 9.2.3 For the avoidance of doubt, such inspection and tests carried out shall in no event relieve the Supplier from its responsibility for the quality of the delivered Vehicle and its compliance with this Manufacturing Agreement, irrespective of whether the Supplier and/or Buyer has or should have identified any Defects during such tests.
- 9.2.4 In the event the tests show that the Vehicle does not fulfil or meet the Technical Specification, or is not Factory Complete or has a Defect, Section 9.3 shall apply.
- 9.2.5 The Supplier is responsible for conducting internal and external CoP testing of complete Vehicle stipulated by legal requirements applicable to related market regulations. The markets shall be informed to the Supplier by the Buyer in advance. The Supplier is responsible for facilitating, coordinating and proving conformity in CoP audits conducted by a Third Party appointed by legislating authorities. All relevant fees shall be included in the price of the Vehicle. For the avoidance of doubt, the Supplier is not responsible for CoP testing on a component level.
- 9.2.6 The Supplier needs to stop delivering Vehicles to Buyer under the following conditions: [***].

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9.3 Right to reject, defects and repair at the Plant

- 9.3.1 The Vehicles delivered by the Supplier to the Buyer shall be Factory Complete [***].
- 9.3.2 The Supplier shall follow the process for [***]as further described in Section 1.3 of Appendix 5.
- 9.3.3 [***]
- 9.3.4 [***]
- 9.3.5 For avoidance of doubt, the Supplier shall physically correct any Defects [***] found either prior to delivery of the Vehicles or while they are parked on the yard of the Plant. The Buyer

shall not be obliged to accept Vehicles if such Defects have not been properly corrected or the Vehicle is not Factory Complete.

- 9.3.6 [***]
- 9.3.7 [***]
- 9.4 [***]
- 9.4.1 [***]
- 9.4.2 [***]
- 9.4.3 [***]

10. WARRANTY AND SIMILAR CLAIMS

- 10.1.1 The Supplier warrants and represents that the Vehicle shall be free from Defects. Notwithstanding the aforementioned, the Supplier makes no warranty, expressed or implied, to the Buyer with respect to Minor Defects provided that the Minor Defect have been reported to the Buyer in a format agreed by the Parties.
- 10.1.2 If a Defect is found in a Vehicle after delivery, the Supplier (or a company appointed by Supplier and approved by Buyer) shall promptly:

(i) perform a root cause analysis to identify the cause of the Defect;

(ii) provide the Buyer with a report detailing the cause of, and procedure for correcting, the Defect; and

(iii) procure that the Defect is corrected at the manufacturer of the Component or at the Plant,

all of which are further set out in Appendix 5 (Quality Protocol). It is acknowledged that Supplier may appoint GRI to perform the above analysis.

10.1.3 The technical solution to solve the Defect shall be approved by Buyer prior to implementation. If the Parties cannot agree on how to proceed, the issue shall be escalated

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in accordance with what is further set out in Appendix 5 (Quality Protocol). Both Parties acknowledge that safety and customer care requirements require the Supplier's urgent handling in this respect.

11. CLAIMS FOR SYSTEMATIC DEFECTS

- 11.1.1 The Supplier shall be responsible for cost which are specified in Section 4.1.2 Vehicle Warranty Recovery of Appendix 5 (Quality Protocol) relating to claims due to a Systematic Defect in the Vehicles caused by Supplier's faulty manufacturing or assembly within the Warranty Period, however always subject to the limitation as set out in Section 23. For the avoidance of doubt, damages include costs for FSA (including administrative costs relating thereto). The procedure for handling the liability investigations and cost reimbursements will be handled by Parties at case-by-case basis.
- 11.1.2 The Parties acknowledge and agree that the Supplier shall not be responsible for taking any action to correct or responsible for any loss, cost, expense or claim arising out of or in connection with Systematic Defects which are caused by faulty design.
- 11.1.3 Both Parties will work together to investigate if a Systematic Defect is caused by the Supplier or a Components Supplier or GRI or a combination of them in accordance with Appendix 5 (Quality Protocol). If the Parties cannot agree, the issue shall be escalated according to the Quality Protocol and if still unsolved further escalated in accordance with Section 24.

12. DEFECTS CAUSED BY SUPPLIER OF COMPONENTS AND/OR GRI

12.1.1 If a Systematic Defect, and/or a Defect is caused by a Components Supplier within the warranty period valid for the Component, the Supplier shall use its commercially best efforts to claim such Defect against such Components Supplier who shall be responsible for the Systematic Defect and/or Defect according to the agreement between the Supplier and that Components Supplier and that the actual reimbursement received from Components Suppliers shall be transferred to the Buyer. Supplier shall support with any documentation needed in order to facilitate the reimbursement to be transferred to the Buyer. For the avoidance of doubt, if a Component delivered by a Components Supplier (excluding Components manufactured by the Plant) has a Defect prior to the delivery of the Vehicle to

the Buyer, the Supplier shall remedy such Defect and handle any possible claims directly with the Components Supplier with no obligation to pay any compensation received from the Components Supplier to the Buyer.

12.1.2 If a Systematic Defect and/or Defect is caused by the design done by GRI, the Parties agree that the reimbursement shall be according to the agreement set out between the Buyer and GRI unless this is a Systematic Defect and/or a Defect also involving a supplier delivering the Component, in which case Section 12.1.1 shall apply as regards the responsibility of the Components Supplier.

13. VEHICLE LIFETIME RECTIFICATION ASSISTANCE

13.1.1 The Supplier shall be obliged to assist the Buyer in its endeavours to rectify Defects until 15 years following the end of mass production of the Vehicle at an arm's length compensation.

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14. PRODUCT LIABILITY

14.1.1 Subject to Section 14.1.2, the Supplier shall be responsible towards Third Parties for any and all product liability claims relating to the Vehicle, and shall indemnify, defend and hold harmless the Buyer from and against all such product liability claims from Third Parties in the event that:

(i) the Vehicle has a Systematic Defect or Defect (unless the Defect is a Minor Defect);

(ii) the Defect and/or Systematic Defect is caused by Supplier or its Affiliates; and

For the avoidance of doubt, any claims relating to Defects and/or Systematic Defects caused by a Third Party or GRI shall be handled in accordance with Section 12.

14.1.2 The obligation to hold the Buyer harmless under Section 14.1.1 applies only to damages as finally awarded by a court of law, an arbitration tribunal or agreed in a settlement approved by the Supplier. The Buyer agrees that it shall promptly inform the Supplier of the existence of such Third Party claim and, to the extent legally and practically possible, offer the Supplier to have full scale access to any proceedings or other actions pursuant to such Third Party claim and the right to participate in the negotiation of any agreement or settlement. Nevertheless, any settlement shall for the avoidance of doubt be approved by the Supplier as set forth hereabove unless it is on an absolutely urgent basis or otherwise required by applicable law or best practice, failing which it may entail a substantially higher legal or commercial risk.

15. AUTHORITY INVESTIGATIONS AND FSA

- 15.1.1 The Supplier shall upon instruction of the Buyer take such actions that are necessary in order for the Buyer to fulfil its responsibility for all contacts and interaction which are compulsory and legally required with competent authorities concerning questions, audits and investigations from the authorities and the Field Service Actions. This includes full cooperation and transparency from the Supplier by using its commercially reasonable effort. The Supplier shall also use its commercially reasonable efforts to provide the Buyer with all relevant and related data needed to answer the authority investigation is available upon Buyer's request. Since time is of the essence, the Supplier acknowledge that it will use its commercially reasonable efforts to carry out and/or assist in the investigations within the reasonable timeframe set out in the request from the Buyer. The Supplier shall also secure that all reporting according to legal requirements in all applicable countries are aligned and consistent with other Buyer's vehicles including relevant Data, as specified in Appendix 5 (Quality Protocol).
- 15.1.2 For the avoidance of doubt, it is the Supplier's responsibility to propose and develop a solution for any Defect and/or Systematic Defect and implement such solution with the Components Supplier or at the Plant that have been handled in Section 15.2 below. Notwithstanding the aforementioned, the Supplier shall not be obliged to correct a Minor Defect.

15.2 Quality issues on the field

- 15.2.1 To secure the quality of the Vehicles in the field, the Data collection system shall support early detection and early resolution of any potential issues. The Supplier understands that full cooperation between the Parties will be needed which includes sharing all relevant Data and any other relevant information that is needed until EOP +20 years as set out in Appendix 5 (Quality Protocol) to the extent legally permitted. This cooperation obligation also includes the Buyer's obligation to investigate all issues or potential issues that might occur with the Vehicle and when requested by the Buyer, the Supplier shall use it commercially reasonable efforts to assist in necessary matters reasonably requested by the Buyer.
- 15.2.2 Unless otherwise stated in Appendix 5 Quality Protocol the following process shall apply in order to secure that the rectification of the Vehicle is performed in a secure manner.
- 15.2.3 When the Buyer has identified a Defect in the Vehicles, The Buyer shall notify the Supplier about Defect on Vehicle in the format agreed by the Parties within shortest possible time not exceeding two (2) weeks after the Defect was reported and made known to the Buyer or within a longer time period as agreed by the Parties only for certain extreme circumstances.
- 15.2.4 Since it is in both Parties interest to secure a production without Defects in the Vehicles, the Supplier will use its commercially reasonable efforts to mitigate the Defect with an Interim Containment Action/ICA (if feasible) and Permanent Corrective Action/PCA within the timeframe set out in the Appendix 5 and this mitigation will be implemented as soon as possible even if a root cause is not yet established.
- 15.2.5 When a root cause for the Defect has been established, and regardless of if the root cause identifies the Defect to be a variability or a design Defect, the Supplier shall make commercially reasonable effort to implement a permanent corrective action agreed between the Parties, within the timeframe set out in Section 2.3 (Problem and defect resolution lead time for Quality Issues) stated in the Appendix 5. Notwithstanding the aforementioned, the Supplier shall not be obliged to correct a Minor Defect.
- 15.2.6 If the Supplier is aware of any defect occurred regarding other vehicles from the same platform or shared technology which may materially impact the Vehicles, imminently or potentially, the Supplier shall, subject to the requirements of applicable law and regulations as well as Confidential Information, report such defect to the Buyer.

15.3 Document retention policy

15.3.1 The Supplier undertakes to retain documentation relating to the Vehicles in accordance with its own document retention policy or otherwise agreed by Parties specifically until EOP+20 years. The Supplier shall be obliged to provide documentation to the Buyer upon the Buyer's reasonable request.

16. PERMITS

16.1 The Supplier is responsible for the operation of the Plant and shall hold all necessary permits required by all applicable laws and regulations where it is incorporated and/or for

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the purpose of performing its obligations and responsibilities under this Manufacturing Agreement, including, but not limited to, to operate the Plant and to produce and sell the Vehicles under this Manufacturing Agreement (the "**Permits**").

16.2 All Permits shall be valid so that the Supplier can produce and sell the Vehicles during the term of this Manufacturing Agreement. In event that necessary assistance is required in obtaining Permits under this section, the Buyer shall make its commercially best endeavour to support the Supplier with such application.

17. TRADEMARKS AND INTELLECTUAL PROPERTY RIGHT

17.1 General

17.2 For the avoidance of doubt, this Manufacturing Agreement shall in no way be construed as to give any of the Parties any right whatsoever to use any registered or unregistered trademarks or brand names owned or licensed by another Party or its Affiliates, except in the manner and to the extent set forth in this Manufacturing Agreement or expressly consented to in writing by that other Party.

17.3 License of Buyer's Intellectual property

17.3.1 The Buyer hereby grants the Supplier a temporary, royalty free, non-exclusive, sublicensable only to the extent set out in Section 17.3 below, license to the Buyer's intellectual property rights (owned by or licensed to the Buyer; same below for the whole Section 17 including the Buyer's trademarks) which are necessary for the production of the Vehicles and solely for the purpose of producing and selling the Vehicles to the Buyer under and during the term of this Manufacturing Agreement. The license granted hereunder does not give the Supplier any right whatsoever to use the Buyer's intellectual property rights for any purpose other than as stated in this Section 17.3.1 and for the production of the Vehicles. The Supplier shall, prior to sublicensing any of Buyer's intellectual property rights, list clearly the sublicensee that requires Buyer's intellectual property rights for the purpose stated in this Section 17.3.1 and acquire Buyer's written consent.

17.4 Geely brand name

- 17.4.1 For sake of clarity, it is especially noted that this Manufacturing Agreement does not include any right to use the 'Geely' brand name or trademarks, or refer to 'Geely' in communications or official documents of whatever kind.
- 17.4.2 This means that this Manufacturing Agreement does not include any rights to directly or indirectly use the 'Geely' brand name or 'Geely' trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence.

17.5 Polestar brand name

17.5.1 Correspondingly, it is especially noted that this Manufacturing Agreement does not include any right to use the 'Polestar' brand name, or Trademarks, or refer to 'Polestar' in communications or official documents of whatever kind.

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17.5.2	This means that this Manufacturing Agreement does not include any rights to directly or
	indirectly use the 'Polestar brand name or 'Polestar Trademarks, on or for any products or
	when marketing, promoting and/or selling such products, or in any other contacts with
	Third Parties, e.g. in presentations, business cards and correspondence.

17.6 Trademark on Vehicles

- 17.6.1 Notwithstanding the above, the Supplier are hereby granted the right to use the Buyer's trademarks but solely for the purpose of: (i) manufacturing the Vehicle in accordance with the Technical Specification or as otherwise instructed by the Buyer, and (ii) completing the government filings in PRC for the sole purpose of manufacture of such Vehicle.
- 17.6.2 [***].
- 17.6.3 Ownership of existing Intellectual Property Rights

All Intellectual Property Rights that were either developed or otherwise acquired by a Party before entering into this Manufacturing Agreement, or are developed or otherwise acquired by a Party outside of, but during the term of, this Manufacturing Agreement, will continue to be owned by such Party.

17.6.4 [***]

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18. INSPECTION RIGHTS

18.1 During the term of the Manufacturing Agreement, Buyer shall have the right to, at its own cost and expenses, at the maximum [***] unless the Buyer is required by governmental authority to conduct an inspection on the Supplier provided that the Buyer shall prove such a need to conduct an inspection by providing the Supplier with written documents issued by such governmental authority, upon prior written notice allowing sufficient time for Supplier to accommodate such request which in normal cases shall be at least [***] in advance of the proposed inspection date, to the Supplier with necessary details of such request, inspect Supplier's books and records related to the Vehicles delivered under this

statements rendered under this Manufacturing Agreement. The parties will agree on a case by case basis and in good faith on which kind of books and records and to which extent such information will be provided. If the review of information in books and records provided by Supplier is not sufficient, then Buyer shall be granted the reasonable right to, at its own cost and expenses, inspect the Plant under the Supplier's supervision following a plan agreed by the Parties in advance.

- 18.2 Such inspection shall not interfere normal operations of the Supplier, especially the manufacturing Plant, and be made during regular business hours.
- 18.3 In case that the Buyer is not capable to perform inspection by itself due to lack of competence, resources or under Force Majeure circumstances, the Buyer can appoint in writing an independent third party (provided that the Buyer shall always ensure that such third party will comply with Section 25). The Buyer shall inform the Supplier on the

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proposed independent third party and if there could be any conflict of interest, both Parties shall discuss in good faith and reach a practical solution within fifteen (15) business days from the commencement of the discussion, failing which the Parties shall escalate such issue according to the escalation principles under Section 27.1.

- 18.4 Should Buyer during any inspection find unfulfillment of the requirement or contractual obligation set forth herein, Buyer is entitled to comment on the identified deviations. Supplier shall, upon notice from Buyer, take reasonable efforts to take the actions required in order to fulfil the requirements. In the event the Parties cannot agree upon measures to be taken in respect of the inspection, each Party shall be entitled to escalate such issue to the Steering Committee.
- 18.5 For any inspection, information will be provided to the extent that (i) it is permitted by applicable laws and regulations, especially competition law or any law in relation to data protection law, and (ii) it will not violate any provisions, or result in the breach of, any other contract or agreement to which it is a party or any unilateral commitment or undertaking which is binding on it, especially not breaching a confidentiality obligation contained in a contract between Supplier and anyone other than the Buyer (and Buyer's Affiliates). Should the Supplier become aware of any laws or regulations or contractual obligations that may substantially hinder the aim of this Section 18, it shall discuss with the Buyer and, to the extent practicable and lawful, propose alternative arrangements to allow the aims of this Section 18 to be met.
- 18.6 The Parties acknowledge that the Supplier has additional customers other than the Buyer. It is understood between the Parties that the Buyer's inspection rights under this Section 18 shall not extend to any information relevant for such additional customers.
- 18.7 For the avoidance of doubt, the Parties acknowledge and agree that the Buyer's inspection right set forth in this Section 18 (including the frequency) shall be read and interpreted in conjunction with the substantially same section under the [***] Manufacturing Agreement with the Supplier, for example the aggregated and total maximum frequency for Buyer's inspection right under this Manufacturing Agreement together with the [***] Manufacturing Agreement with Supplier, shall be collectively limited to twice per year.

19. EXIT AND EXIT COSTS

- 19.1 The Buyer is entitled to terminate this Manufacturing Agreement according to Section 28.1.4, at its own discretion for no cause (the "**Exit**"), and the compensation mechanism should follow the process set out in this Section 19.
- 19.1.1 [***]
- 19.1.2 [***]
- 19.1.3 [***]
- 19.2 [***]
- 19.3 [***]
- 20. [***]
- 20.1.1 [***][***]
- 20.1.2 [***]
- 20.2 [***]

21. COMPLIANCE WITH LAWS

- 21.1 Supplier shall comply with the applicable laws, rules, and regulations of PRC and all other laws, rules, and regulations of any other jurisdiction in which the Vehicles are to be sold to end customers as duly notified by the Buyer to Supplier by prior written notice when performing supplier's obligations under this Manufacturing Agreement, and Supplier shall obtain necessary permits, licenses, authorisations, and/or certificates that may be required by regulatory or administrative agency in connection with the conduct of its business and its activities under this Manufacturing Agreement.
- 21.2 The Plant undertakes to have a reasonable cyber security production control plan in place and shall provide reasonable evidence to the Buyer upon the Buyer's request that reasonable cyber security controls are applied and implemented by the Plant in due course, all of which shall be in line with requirements of UNECE R155 (Uniform provisions concerning the approval of vehicles with regards to cyber security and cyber security management system).

Notwithstanding the generality of the foregoing, the Supplier shall comply with ISO27000 (information security standards published jointly by the International Organization for Standardization and the International Electrotechnical Commission) to mitigate any risk relating to cyber security for the purpose of performing this Manufacturing Agreement. The Buyer recommends the Supplier to follow and comply with the relevant requirements of IEC62443 (international series of standards that address cybersecurity for operational technology in automation and control systems).

21.3 Supplier shall comply with the anti-bribery and anti-money laundering laws, rules, and regulations of the United States, PRC, and all other laws, rules, and regulations of any other

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jurisdiction which is applicable to the business and the activities of the Parties under this Manufacturing Agreement, including but not limited to the U.S. Foreign Corrupt Practices Act, Travel Act, Bank Secrecy Act, and PATRIOT Act; the U.K. Bribery Act and Proceeds of Crime Act; and any legislation implementing the United Nations Convention Against Corruption, the United Nations Transnational Organized Crime Convention; or the Organization for Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

21.4 Supplier has been provided with and reviewed a copy of Polestar's Code of Conduct for Business Partners, attached to this Manufacturing Agreement as Appendix 4, and agrees that it and its officers, directors, and employees shall comply with the provisions of the Polestar's Code of Conduct for Business Partners in connection with the conduct of this Manufacturing Agreement and related activities in connection thereto. Supplier shall promptly notify Polestar if Supplier knows or has reason to believe that a breach of the Polestar's Code of Conduct for Business Partners or any provision of this Section has occurred in connection with this Manufacturing Agreement, or if Supplier or any owner, officer, or director thereof comes under investigation or is convicted of any serious offense (defined as a felony or its equivalent) or if any owner, officer, director, or employee comes under investigation or is convicted of any offense in connection with its business for Polestar.

- 21.5 [***]
- 21.6 [***]
- 21.7 [***]
- 21.8 Supplier shall use commercially reasonable efforts to procure the information from their Component Suppliers and thereafter to provide Polestar such information and documentation necessary or useful for Polestar comply with laws relating to import, export or re-export of goods.
- 21.9 Supplier shall, when performing its obligations under this Manufacturing Agreement, follow all applicable laws and regulations relating to the protection of people's free enjoyment of labour laws, i.e. such national laws regulating working conditions, work place health and safety, discrimination and the right to freedom of association and collective bargaining; internationally recognised human rights contained in the International Bill of Human Rights (i.e. the Universal Declaration of Human Rights, the International Covenant on Economic, Social and Cultural Rights); Ten Principles of the United Nations Global Compact (UNGC) covering human rights, labour standards, the environment and anticorruption; [***]where relevant, United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP); and the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.
- 21.10 In case of conflicts between the Polestar's Code of Conduct for Business Partners and applicable laws and/or regulations, or any other legitimate interest of Supplier and/or its

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Affiliates, or clause in the Main Document of this Manufacturing Agreement, the clauses in the Main Document of the Manufacturing Agreement shall prevail.

22. REPRESENTATIONS

- 22.1 Each Party warrants and represents to the other Party that:
 - (a) it is duly organized, validly existing, and in good standing under the laws of its respective jurisdiction of incorporation or formation, as applicable;
 - (b) it has full corporate power and authority to execute and deliver this Manufacturing Agreement and to perform its obligations hereunder;
 - (c) the execution, delivery and performance of this Manufacturing Agreement have been duly authorized and approved, with such authorization and approval in full force and effect, and do not and will not (i) violate any laws or regulations applicable to it or (ii) violate its organization documents or any agreement to which it is a party; and
 - (d) this Manufacturing Agreement is a legal and binding obligation of it, enforceable against it in accordance with its terms.

23. LIMITATION OF LIABILITY

- 23.1 Neither Party shall be responsible for any indirect, incidental or consequential damage or any losses of production or profit or goodwill loss caused by it under this Manufacturing Agreement.
- 23.2 Without prejudice to Supplier's right under Section 19, and subject to Section 23.1, each Party's aggregate liability for any damage arising out of or in connection with this Manufacturing Agreement shall be limited to [***]. For the purpose of this Section 23, the Parties acknowledge and agree that this Section 23.2 and the concept of monetary limitation of liability set forth herein shall be read and interpreted in conjunction with the substantially same section under the [***] Manufacturing Agreement with the Supplier, meaning that the aggregated and total maximum liability for any damage arising out of or

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in connection with this Manufacturing Agreement *together with* the [***] Manufacturing Agreement with Supplier, shall be collectively limited to the monetary liability caps set forth in this Manufacturing Agreement. Consequently, the total monetary caps under Section 23.2 in this Manufacturing Agreement and the substantially same section under the [***] Manufacturing Agreement shall be [***].

- 23.3 The limitations of liability set out in this Section 23.2 shall not apply in respect of damage;
 - a) claims related to death or bodily injury;
 - b) caused by wilful misconduct or gross negligence or;
 - c) caused by a Party's breach of the confidentiality undertakings in Section 25 below or breach of Section 29.9 (Protection of Personal Data).

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- 23.4 Liquidated damages payable by the Supplier to the Buyer due to a Delay of delivery of Vehicle in accordance with Section 8.3.4 and Section 8.3.3 shall not be part of or calculated to the headroom of the limitation of liabilities set out in Section 23.2.
- 23.5 Any compensation, indemnification and/or damage paid by Component Supplier or other amount payable to the Buyer shall not be part of or calculated to the headroom of the limitation of liabilities set out in Section 23.2.
- 23.6 Unless otherwise specified under this Manufacturing Agreement (including any Appendix or exhibits) or otherwise agreed by the Parties, any compensation, indemnification and/or damage payable by the Supplier to the Buyer shall not be included to or negatively affect the Vehicle Price.

24. GOVERNANCE AND CHANGES

24.1 Governance

- 24.1.1 The Parties shall act in good faith in all matters and shall at all times co-operate in respect of changes to this Manufacturing Agreement as well as issues and/or disputes arising under this Manufacturing Agreement.
- 24.1.2 The governance and co-operation between the Parties in respect of this Manufacturing Agreement shall primarily be administered on an operational level. In the event the Parties on an operational level cannot agree upon aspects relating to the co-operation between the Parties, each Party shall be entitled to escalate such issue to the Steering Committee.
- 24.1.3 If the Steering Committee fails to agree upon a solution of the disagreement the relevant issue should be escalated to the Strategic Board for decision.

24.2 Changes

- 24.2.1 For any changes or updates of the Technical Specifications after OKtB + 90 days according to change management process set out in the Change Management Agreement or the Service Agreement if the Parties have not yet entered into the Change Management Agreement, to be agreed upon both parties, the Supplier undertakes to immediately incorporate any changes which concluded through the change management process and confirmed by both the Buyer and Supplier upon the Components, Vehicle or manufacturing engineering processes related thereto in accordance with strict batch sequence orders and plans as agreed by the Parties. The Supplier shall be charged back to the Buyer as part of the price for the Vehicle.
- 24.2.2 For any changes or updates of Reserved volumes, the Parties should follow the volume planning procedures attached hereto as Appendix 2 and should be handled in the governance procedures which are set forth in 24.1 above.
- 24.2.3 During the term of this Manufacturing Agreement, each Party can request other changes to this Manufacturing Agreement than what is set forth in section 24.2.1 and 24.2.2, which shall be handled in accordance with the governance procedure set forth in Section 24.1 above. All Parties agree to act in good faith to address and respond to any change request

within a reasonable period of time. The Parties acknowledge that the other Party will not perform in accordance with such change request until agreed in writing between the Parties. For the avoidance of any doubt, until there is agreement about the requested change, all work shall continue in accordance with the Manufacturing Agreement.

25. CONFIDENTIAL INFORMATION

- 25.1 The Parties shall take any and all necessary measures to comply with the security and confidentiality procedures of the other Parties.
- 25.2 All Confidential Information shall only be used for the purposes comprised by the fulfilment of this Manufacturing Agreement. Each Party will keep in confidence any Confidential Information obtained in relation to this Manufacturing Agreement and will not divulge the same to any Third Party, unless the exceptions specifically set forth below in this Section 25.2 below apply or when approved by the other Party in writing, and with the exception of their own officers, employees, consultants or sub-contractors with a need to know as to enable such personnel to perform their duties hereunder, as well as with the exception of such personnel of the Parties and its Affiliates with a need to know as for the Parties to perform their duties hereunder and in relation to the operation of the Plant.
- 25.3 This provision will not apply to Confidential Information which the Receiving Party can demonstrate:
 - (a) was in the public domain other than by breach of this undertaking, or by another confidentiality undertaking;
 - (b) was already in the possession of the Receiving Party before its receipt from the Disclosing Party;
 - (c) is obtained from a Third Party who is free to divulge the same;
 - (d) is required to be disclosed by mandatory law, court order, lawful government action or applicable stock exchange regulations; or
 - (e) is developed or created by one Party independently of the other, without any part thereof having been developed or created with assistance or information received from the other Party.
- 25.4 The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the dissemination to Third Parties or publication of the Confidential Information, as the Receiving Party uses to protect its own Confidential Information of similar nature. Further, each Party shall ensure that its employees and consultants are bound by a similar duty of confidentiality and that any subcontractors taking part in the fulfilment of that Party's obligations hereunder, enters into a confidentiality undertaking containing in essence similar provisions as those set forth in this Section 25.2.
- 25.5 Any tangible materials that disclose or embody Confidential Information should be marked by the Disclosing Party as "Confidential," "Proprietary" or the substantial equivalent thereof. Confidential Information that is disclosed orally or visually shall be identified by

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the Disclosing Party as confidential at the time of disclosure, with subsequent confirmation in writing within thirty (30) days after disclosure. However, the lack of marking or subsequent confirmation that the disclosed information shall be regarded as "Confidential", "Proprietary" or the substantial equivalent thereof does not disqualify the disclosed information from being classified as Confidential Information.

25.6 If any Party violates any of its obligations described in this Section 25, the violating Party shall, upon notification from the other Party, (i) immediately cease to proceed such harmful violation and take all actions needed to rectify said behaviour and (ii) financially compensate for the harm suffered as determined by an arbitral tribunal pursuant to Section 27.3 below. All legal remedies (compensatory but not punitive in nature) according to law shall apply.

25.7 This confidentiality provision shall survive the expiration or termination of this Manufacturing Agreement without limitation in time.

26. GOVERNING LAW

26.1 The interpretation and execution of this Manufacturing Agreement shall be governed by the laws of PRC, without giving regard to its conflict of laws principles.

27. DISPUTE RESOLUTION

27.1 Escalation principles.

- 27.1.1 In case the Parties cannot agree on a joint solution for handling disagreements or disputes, a deadlock situation shall be deemed to have occurred and each Party shall notify the other Party hereof by the means of a deadlock notice and simultaneously send a copy of the notice to the Steering Committee. Upon the receipt of such a deadlock notice, the receiving Party shall within ten (10) days of receipt, prepare and circulate to the other Party a statement setting out its position on the matter in dispute and reasons for adopting such position, and simultaneously send a copy of its statement to the Steering Committee. Each such statement shall be considered by the next regular meeting held by the Steering Committee or in a forum meeting specifically called upon by either Party for the settlement of the issue.
- 27.1.2 The members of the Steering Committee shall use reasonable endeavours to resolve a deadlock situation in good faith. As part thereof, the Steering Committee may request the Parties to in good faith develop and agree on a plan to resolve or address the breach, to be presented for the Steering Committee without undue delay. If the Steering Committee agrees upon a resolution or disposition of the matter, the Parties shall agree in writing on terms of such resolution or disposition and the Parties shall procure that such resolution or disposition is fully and promptly carried into effect.
- 27.2 If the Steering Committee cannot settle the deadlock within thirty (30) days from the deadlock notice pursuant to Section 27.1.1 above, such deadlock will be referred to the General Counsels of each Party, which shall use reasonable endeavours to resolve the situation in the same way as indicated above. If no Steering Committee has been established between the Parties, the relevant issue shall be referred to the General Counsels of each Party immediately and Section 27.1.2 above shall not apply.

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- 27.2.1 If the General Counsels of each Party cannot settle the deadlock within 30 days from the deadlock notice pursuant to the section above, despite using reasonable endeavours to do so, such deadlock will be referred to the Strategic Board for decision. Should the matter not have been resolved by the Strategic Board within 30 days counting from when the matter was referred to them, despite using reasonable endeavours to do so, the matter shall be resolved in accordance with Section 27.3 below.
- 27.2.2 All notices and communications exchanged in the course of a deadlock resolution proceeding shall be considered Confidential Information of each Party and be subject to the confidentiality undertaking in Section 25 above.
- 27.2.3 Notwithstanding the above, the Parties agree that either Party may disregard the time frames set forth in this Section 27.1 and apply shorter time frames and/or escalate an issue directly to the Strategic Board in the event the escalated issue is of an urgent character and where the applicable time frames set out above are not appropriate.

27.3 Arbitration

- 27.3.1 Any dispute, controversy or claim arising out of or in connection with this Manufacturing Agreement, or the breach, termination or invalidity thereof, shall, be finally settled by arbitration by the China International Economic and Trade Arbitration Committee ("CIETAC"), which shall be held in Shanghai and conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration, whereas the language to be used in the arbitral proceedings shall be English and Chinese. The arbitral tribunal shall be composed of three arbitrators.
- 27.3.2 Irrespective of any discussions or disputes between the Parties, each Party shall always continue to fulfil its undertakings under this Manufacturing Agreement unless an arbitral tribunal or court (as the case may be) decides otherwise.
- 27.3.3 In any arbitration proceeding, any legal proceeding to enforce any arbitration award, or any other legal proceedings between the Parties relating to this Manufacturing Agreement, each Party expressly waives the defence of sovereign immunity and any other defence based on the fact or allegation that it is an agency or instrumentality of a sovereign state. Such waiver includes a waiver of any defence of sovereign immunity in respect of

enforcement of arbitral awards and/or sovereign immunity from execution over any of its assets.

27.3.4 All arbitral proceedings as well as any and all information, documentation and materials in any form disclosed in the proceedings shall be strictly confidential.

28. TERM AND TERMINATION

28.1 Term and termination

28.1.1 This Manufacturing Agreement shall become effective when signed by duly authorised signatories of each Party and shall, unless terminated in accordance with Section 28.1.2 below, remain in force for a period of seven years after Job1. Should Buyer wish to continue production after seven years following Job1 the Parties shall, in good faith, negotiate a

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possible prolongation of this Manufacturing Agreement. This Manufacturing Agreement may be terminated in accordance with what is set out below in this Section 28.1.2 and 28.2.

- 28.1.2 Either Party shall be entitled to terminate this Manufacturing Agreement with immediate effect, in the event;
 - the other Party commits a material breach of the terms of this Manufacturing Agreement, which has not been remedied within forty-five (45) days from written notice from the other Party to remedy such breach (if capable of being remedied); or
 - (b) if the other Party should become insolvent or enter into negotiations on composition with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors.
- 28.1.3 Upon termination in accordance with this Section 28, the Parties should agree on how to handle supply of spare parts for the period after termination.
- 28.1.4 [***]
- 28.1.5 [***]

28.2 Change of Control

28.2.1 A Party shall be entitled to terminate this Manufacturing Agreement in the event that any Change of Control (as defined below) has occurred in the other Party, unless the other Party's prior written consent has been obtained. "Change of Control" means (a) in the case of the Buyer, the Buyer ceasing to be controlled by Polestar Automotive Holding UK PLC or (b) in the case of the Supplier, the Supplier ceasing to be controlled by Geely Auto.

28.3 Consequences of termination

- 28.3.1 Termination of this Manufacturing Agreement shall be without prejudice to the accrued rights and liabilities of the Parties on the date of termination, unless expressly waived in writing by the Parties.
- 28.3.2 Unless otherwise agreed by the Parties, upon expiry or termination of this Manufacturing Agreement, the rights of the Supplier referred to in this Manufacturing Agreement hereof shall cease and the Supplier shall forthwith cease to assemble the Vehicle or any Components thereof.
- 28.3.3 The Supplier shall upon expiry or termination of this Manufacturing Agreement make no further use of the Technical Information and Know-How owned or associated with the Buyer and shall return to the Buyer, at the Supplier's expense, the Technical Information in tangible form and any reproductions or copies thereof or, at the Buyer's option, present acceptable evidence that the same have been completely destroyed.
- 28.3.4 The Supplier shall forthwith take all action necessary to transfer all licenses or registrations issued by the relevant authorities for the Vehicle to the Buyer or is designated Affiliate or

Third Party, if this is not possible, to arrange for cancellation of such licenses or registrations.

- 28.3.5 Upon termination of this Manufacturing Agreement, the Buyer shall within sixty (60) days after expiry, purchase at Product Price for Factory Complete vehicles, fair market value for components agreed by parties any non-defective Vehicle and/or Components and non-cancellable orders regarding supply to the Buyer.
- 28.3.6 Unless otherwise agreed in this Manufacturing Agreement, neither Party is entitled to claim compensation for goodwill, investments made, indemnities for loss of profit or of clientele, or consequential loss can be claimed by reason of termination of this Manufacturing Agreement.
- 28.3.7 Notwithstanding the foregoing, if the Buyer elects to terminate this Manufacturing Agreement according to Section 19, the consequences set forth under Section 19 shall apply and prevail over other Sections under this Section 28.3 in case of any conflict therebetween.

29. MISCELLANEOUS

29.1 Force Majeure

- 29.1.1 Neither Party shall be liable for any failure or delay in performing its obligations under the Manufacturing Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, for example; strikes, lock-outs or other industrial disputes (whether involving its own workforce or a Third Party's), politically enforced decision regarding pandemic isolation, core raw material shortage, governmental behaviour (e.g restriction on supply of electricity, change of laws, regulations and policies), failure of general energy sources or transport network, restrictions concerning motive force, acts of God, war, terrorism, insurgencies and riots, civil commotion, mobilization or extensive call ups, interference by civil or military authorities, national or international calamity, currency restrictions, requisitions, confiscation, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, stroke of lightning, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default or delays of the Plant's suppliers or subcontractors if such default or delay has been caused by one of the foregoing Event.
- 29.1.2 A Party shall not be considered in breach of this Manufacturing Agreement to the extent that such Party's performance of its obligations under this Manufacturing Agreement is prevented by a Force Majeure Event.
- 29.1.3 A non-performing Party, which claims there is a Force Majeure Event, and cannot perform its obligations under this Manufacturing Agreement as a consequence thereof, shall promptly inform the other Party in writing and use all commercially reasonable efforts to continue to perform or to mitigate the impact of its non-performance notwithstanding the

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Force Majeure Event and shall continue the performance of its obligations as soon as the Force Majeure Event ceases to exist.

29.1.4 If the consequences of the Force Majeure Event continue for a period of ninety (90) days without a solution acceptable to both Parties which materially affect or jeopardize the performance and/or fulfilment of any material responsibilities and/or liabilities of one Party according to this Manufacturing Agreement, the other Party shall be entitled to terminate this Manufacturing Agreement without accruing any liability for such termination.

29.2 Notices

29.2.1 All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Manufacturing Agreement must be in legible

writing in the English language delivered by personal delivery, facsimile, email transmission or prepaid overnight courier using an internationally recognized courier service and shall be effective upon receipt, which shall be deemed to have occurred:

- (a) in case of personal delivery, at the time and on the date of personal delivery;
- (b) if sent by facsimile or email transmission, at the time and on the date indicated on a confirmation of successful transmission page relating to such facsimile transmission or at the time and date indicated on a response confirming such successful email transmission;
- (c) if delivered by courier, at the time and on the date of delivery as confirmed in the records of such courier service; or
- (d) at such time and date as delivery by personal delivery or courier is refused by the addressee upon presentation;
- 29.2.2 in each case provided that if such receipt occurred on a non-business day, then notice shall be deemed to have been received on the next following business day; and provided further that where any notice, demand, request or other communication is provided by any party by email, such party shall also provide a copy of such notice, demand, request or other communication by using one of the other methods.
- 29.2.3 All such notices, demands, requests and other communications shall be sent to the following addresses:

To the Supplier: Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd. Attention: [***] No. 688, Binhai 6th Road, Hangzhou Bay New Area, Ningbo, Zhejiang Province Telephone: [***] Email: [***]

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With a copy not constituting notice to:

Zhejiang Geely Automobile Co., Ltd. Ningbo Hangzhou Bay Factory Attention: [***] No. 688, Binhai 6th Road, Hangzhou Bay New Area, Ningbo, Zhejiang Province Telephone: [***] Email: [***]

To the Buyer: Polestar Automotive China Distribution Co., Ltd. Attention: Attention: [***] Polestar HQ, Assar Gabrielssons Väg 9, 418 78 Göteborg Email: [***]

With a copy not constituting notice to:

Polestar Automotive China Distribution Co. Ltd Attention: Legal Department Polestar HQ, Assar Gabrielssons Väg 9, 418 78 Göteborg Email: [***]

29.3 Assignment

Neither Party may, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under this Manufacturing Agreement without the other Party's prior written consent.

29.4 Waiver

Neither Party shall be deprived of any right under this Manufacturing Agreement because of its failure to exercise any right under this Manufacturing Agreement or failure to notify the infringing party of a breach in connection with the Manufacturing Agreement. Notwithstanding the foregoing, rules on complaints and limitation periods shall apply.

29.5 Severability

In the event any provision of this Manufacturing Agreement is wholly or partly invalid, the validity of the Manufacturing Agreement as a whole shall not be affected and the remaining provisions of the Manufacturing Agreement shall remain valid. To the extent that such invalidity materially affects a Party's benefit from, or performance under, the Manufacturing Agreement, it shall be reasonably amended.

29.6 Entire agreement

All arrangements, commitments and undertakings in connection with the subject matter of this Manufacturing Agreement (whether written or oral) made before the date of this Manufacturing Agreement are superseded by this Manufacturing Agreement and its Appendices.

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29.7 Amendments

Any amendment or addition to this Manufacturing Agreement must be made in writing and signed by the Parties to be valid.

29.8 Survival

If this Manufacturing Agreement is terminated or expires pursuant to Section 28 above, Section 13 (Vehicle lifetime rectification assistance), Section 14 (Product Liability), Section 15.3 (Document retention policy), Section 17 (Trademarks and intellectual property Right), Section 23 (Limitation of Liability), Section 25 (Confidential Information), Section 26 (Governing Law), Section 27 (Dispute Resolution), Section 28.3 (Consequences of termination), Section 29.9 (Protection of Personal Data) as well as this Section 29.8 and other Sections hereof which by their nature are intended to survive, shall survive any termination or expiration and remain in force as between the Parties after such termination or expiration.

29.9 Protection of Personal Data

The Parties shall conduct any processing of Personal Data in compliance with applicable national, federal, state, and international laws and regulations relating to such Personal Data now or hereafter in effect. The Parties acknowledge that the intention is that neither Party will process Personal Data on behalf of the other Party under or in connection with this Manufacturing Agreement.

Notwithstanding this Section 29.9 if either Party anticipates that a Party will process Personal Data on behalf of the other Party in connection with this Manufacturing Agreement, that Party shall promptly notify the other Party of that fact. To the extent necessary, the Parties to this Manufacturing Agreement shall then negotiate in good faith amending this Manufacturing Agreement to permit the processing of Personal Data is performed in a way that complies with applicable laws, and neither Party shall process Personal Data on behalf of the other until this Manufacturing Agreement has been so amended or supplemented.

[SIGNATURE PAGE FOLLOWS]

This Manufacturing Agreement has been signed in Seven (7) originals, of which the Buyer has received one (1) and the Plant and Catalogue company have received three (3) originals each.

POLESTAR AUTOMOTIVE CHINA DISTRIBUTION CO., LTD.	NINGBO HANGZHOU BAY GEELY AUTOMOTIVE PARTS CO., LTD.
By: <u>/s/ Li Yaru</u>	By: <u>/s/ Chunlin Zhao</u>
Printed Name: <u>Li Yaru</u>	Printed Name: <u>Chunlin Zhao</u>
Title: Authorized Signatory	Title: General Manager
Date: 2023.7.11	Date: 2023.7.24
Ву:	Ву:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
NINGBO HANGZHOU BAY FACTORY By: <u>/s/ Chunlin Zhao</u>	
Printed Name: Chunlin Zhao	
Title: General Manager	
Date: 2023.7.24	
Ву:	
Printed Name:	
Title:	
Date:	
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APPENDIX 1

PRICING PRINCIPLES AND PROCEDURES

[***]

[***]

VOLUME PLANNING PROCEDURES

APPENDIX 2

APPENDIX 3 SUSTAINABILITY REQUIREMENTS

[***]

Appendix 4

POLESTAR

CODE OF CONDUCT FOR BUSINESS PARTNERS

Polestar Legal is responsible for ensuring that the latest version of this Code of Conduct for Business Partners is published and available for all employees on the Polestar intranet. The original language of this document is English.

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PURPOSE

This Code of Conduct for Business Partners (the "**Code**") articulates a vision of responsible business behaviour and sets forth the business principles that Polestar¹ requires all its Business Partners to abide by in the course of their business relationship with Polestar.

The term "Business Partner" covers any person or entity (including its directors, officers and employees) that Polestar does business with, including but not limited to organisations that supply goods or services to Polestar, or that sell Polestar products and services, and representatives who conduct business on Polestar's behalf.

PRINCIPLES

N N N

Polestar is committed to responsible business and intends to demonstrate this commitment to integrity, business responsibility and trust throughout its value chain.

Therefore, Polestar expects the same level of commitment from its Business Partners. By entering into a business relationship with Polestar and during the term of this business relationship, Business Partners are required to:

- conduct their business in compliance with applicable laws and regulations (which requires Business Partners to maintain awareness regarding these laws and regulations) and with the principles stated in this Code; and
- ensure that their employees and subcontractors are made aware of and comply with applicable laws and regulations and with the principles set forth in this Code; in particular, Business Partners are expected to choose the suppliers they retain in relation with Polestar business with appropriate due diligence, communicate the principles set out in this Code (or equivalent principles) to their suppliers and ensure compliance with these principles.

This Code covers Polestar's requirements and expectations on its Business Partners when it comes to protecting working conditions and human rights, caring for the environment and doing business with integrity (including a zero tolerance policy for bribery and corruption).

I nere may be instances when the principles set forth in this Code differ from local law or customs in a particular country. If that is the case, and local law or customs impose higher standards than those set out in this Code, local law and customs should always apply. On the other hand, if this Code provides for a higher standard, the Code should prevail, unless this results in illegal activity.

This Code includes requirements that are based on internationally recognized principles that Polestar strongly supports, such as:

 internationally-proclaimed human rights conventions, in particular the International Bill of Human Rights, the eight core conventions of the International Labour Organization² and Article 32 of the

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United Nations Convention on the Rights of the Child, as well as the United Nations Guiding Principles on Business and Human Rights;

 the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the OECD Guidelines for Multinational Enterprises.

POLESTAR'S EXPECTATIONS FROM ITS BUSINESS PARTNERS

Business Partners are required to meet *all* of the following requirements in the course of their business relationship with Polestar, and we expect them to be managed professionally and systematically.

A. Working Conditions and Human Rights

Polestar expects its Business Partners to:

- provide their employees with working conditions that are in line with international labour standards, in particular with the eight core conventions of the International Labour Organization; and
- respect and promote internationally proclaimed principles for human rights, including children's rights.

Polestar supports the requirements of the International Labour Organization (ILO) and expects its Business Partners to adhere to and respect the ILO standards.

Child Labour

Business Partners shall work to prevent all forms of child labour. Under no circumstances should employment be offered to a person younger than 15 years of age (or 14 where the national law so allows) or younger than the countries legal minimum age, if higher than 15.

Forced Labour

There can be no forced labour of any kind relating to Polestar's business, products and services. Therefore, Business Partners must not use forced labour, regardless of its form. This prohibition includes debt bondage, trafficking and other forms of modern slavery.

Terms of Employment

Business Partners must guarantee that the working conditions for their employees comply with all applicable legal requirements. In addition, each employee should have the right to receive written information, in a language that they can easily understand, specifying their terms of employment.

Wages and benefits

Business Partners shall pay employees wages and benefits that meet or exceed the legal minimum standards, collective bargaining agreements or appropriate prevailing industry standards, whichever is higher.

Deductions are accepted only in accordance with applicable law, regulations and collective bargaining agreements. Deductions from wages as a disciplinary measure shall not be permitted.

¹ "Polestar" means Polestar Automotive (Shanghai) Co., Ltd. and its subsidiaries (i.e. all persons and entities directly or indirectly controlled by Polestar Automotive (Shanghai) Co., Ltd., where control may be by management authority, equity interest or otherwise).

² International Labour Organization conventions numbers 29, 87, 98, 100, 105, 111, 138 and 182.

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Information about wages and benefits must be available to all employees, in a language that they can understand, timely and in accordance with applicable laws.

Polestar recommends its Business Partners to provide their employees with a total compensation that is adequate to cover basic needs and enable a decent standard of living. Business partners are also recommended to systematically strive to ensure fair wages.

Working Hours

Business Partners must comply with applicable legislation regarding working hours (including but not limited to overtime and overtime compensation) and rest rules.

Freedom of Association and Collective Bargaining

Business Partners shall respect the rights of their employees to lawfully form, join or exclude themselves from employer-employee relationship-related associations and to bargain collectively, where permissible by local laws. Business Partners must also ensure that employees are given the opportunity to discuss their working conditions with management without fear of retaliation.

Health and safety

Safety should always be one of the most important factors in any decision. Business Partners must at all times provide and maintain a safe and healthy working environment that meets, and preferably exceeds, applicable standards and legal requirements.

Non-Discrimination and Equal Opportunities

Business Partners must not engage in any form of discrimination based on gender, ethnicity, religion, age, disability, sexual orientation, nationality, political opinion, union affiliation, social background or other characteristics protected by applicable law. All employees must be treated with respect, dignity and common courtesy.

B. Caring for the Environment

Business Partners must ensure that they comply with all applicable environmental laws and regulations. In addition, Business Partners are expected to support Polestar's commitment to protecting the environment and limiting our overall environmental impact throughout the value chain. This involves taking a proactive approach towards reducing the environmental footprint of their operations, products and services, including through reducing emissions and conserving resources. In this respect, Business Partners are expected to support the move towards a circular economy. They are also expected to put similar environmental expectations on their own supply chain.

General expectations

Business Partners are expected to have:

 an environmental management program, which monitors the use of resources to ensure efficiency; identifies and mitigates any related risks; and allows them to continuously improve their environmental performance;

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- an open dialogue with Polestar on environmental matters, and cooperate with them to improve our, as well as their own, performance. Business Partners should also be transparent and provide Polestar with any necessary environmental data, when requested;
- procedures in place to manage environmental performance of own business partners;
- procedures in place to communicate environmental performance with relevant stakeholders and affected parties, when applicable.

Environmental impact of Business Partners' operations

Where relevant, Business Partners are expected to perform activities that aim at reducing their environmental impact, including but not limited to:

Reducing Greenhouse Gas Emissions occurring in their own operations, as well as their wider value

chain;

- Increasing energy efficiency and their use of renewable energy;
- Air quality control & emissions management;
- Supporting the reduction of waste, through reuse & recycling, and the provision of sustainable material;
- Water quality & consumption management;
- Ensuring the safe management of chemicals used in operations and products.

Responsible Sourcing of Minerals and Metals

Business Partners are expected to use only minerals and metals that have been extracted and traded in such a way that does not contribute to human rights abuses, unethical business conduct (e.g. corruption), environmental damage or funding for conflicts. Business Partners are expected to ensure that they and their suppliers exercise due diligence within their operations to ensure metals and minerals are responsibly sourced and traded. They should make available these due diligence measures to Polestar upon request. Business Partners are also required to fully support and cooperate with Polestar's efforts to secure full transparency and traceability of their 3TG and cobalt supply chain.

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Precautionary Principle

Polestar also expect Business Partners to always apply the precautionary principle, which means that they are expected to always take precautionary measures whenever there is reason to believe that a potential action may negatively impact the health or safety of a person, society or the environment.

C. Business Integrity

As the business relationship between Polestar and its Business Partners must be based on trust, transparency, honesty and accountability, Business Partners are expected to conduct their business ethically and with the utmost integrity, which includes:

Anti-Corruption

Business Partners and their subcontractors must conduct their operations and transactions in compliance with applicable laws and regulations relating to anti-bribery and anti-corruption. In line with Polestar's zero tolerance for bribery and corruption, Business Partners and their subcontractors shall never engage in, or tolerate, any act or omission that could possibly be construed as a form of bribery or corruption.

Consequently, Business Partners must ensure that they do not offer or receive any form of inappropriate benefit (gift, favour or hospitality)³ with the intention to improperly influence a business decision, whether it involves government officials or private individuals. Business Partners are encouraged to pay particular attention to the following situations that are usually considered more risky when it comes to bribery and corruption:

- interactions with public officials: certain stricter rules apply when dealing with public officials; for example, facilitation payments are always forbidden;
- use of intermediaries, in particular agents: many cases of bribery involve third party intermediaries (sales consultants, agents, brokers, etc.) that may use part of their remuneration to provide bribes; intermediaries must be chosen on the basis of appropriate selection criteria and due diligence;
- donations to charity, associations or political parties and sponsoring activities: these activities can be routes for bribery and corruption.

As a principle, Polestar expects its Business Partners to refrain from providing gifts, favours or hospitality to Polestar directors, officers and employees. In all cases, social amenities offered by Business Partners to Polestar employees:

- cannot be intended to improperly influence the recipient's business judgement or create the appearance of doing so;
- must be customary and appropriate business courtesies, i.e. they should not embarrass Polestar or harm its reputation;
- must be reasonable in value and frequency.

³ The notion of inappropriate benefit includes, but is not limited to such as monetary gifts, monetary loans, pleasure trips or vacations, luxury goods, concealed commissions or kickbacks.

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Should a Polestar employee ask for any improper payment or incentive in breach of this Code, Business Partners are expected to notify Polestar in accordance with section E below, even if the request is denied.

Business Partners are also expected to ensure that all of their reports, records and invoices are accurate and complete, and that they contain no false or misleading information.

Conflict of Interest

Any situation that may involve a conflict of interest, or the appearance of a conflict of interest, between Polestar and its Business Partners must be avoided: the professional judgement, performance or decision-making ability of an employee of Polestar or of the Business Partner must remain independent from considerations that do not involve the business at hand and cannot be (or seem to be) influenced by private interests.

Consequently, the interest of Polestar and/or the Business Partner on the one hand and the personal interests of their respective employees (or those of a relative, a friend or a close relation) on the other hand must be kept separate.

Business Partners are expected to notify Polestar in accordance with section E below if:

- a Business Partner's director, officer or employee (or any of their relatives) has a personal relationship (e.g., is a family member or a friend) with a Polestar employee who is in a position to make (or influence) decisions which may benefit the Business Partner's business; or
- an employee of Polestar (or their family members) has any sort of involvement in, or financial ties with, a Business Partner.

Similarly, Polestar employees are required to disclose to their manager any potentially conflicting relationship with, and/or interest in, a Business Partner before making a business decision or recommendation regarding said Business Partner.

Fair Competition and Business Practices

Polestar strives to act at all times as a fair and responsible market participant and expects the same from its Business Partners. Thus, Business Partners are required to comply with applicable competition laws and regulations (also referred to as anti-trust laws).

In particular, Business Partners must refrain from entering into any understanding or agreement that would hinder competition either with their competitors or with their own business partners. This applies to any arrangement that influences prices, terms of sales (including discounts), strategies or customer relations, markets, market shares, customers or territories (particular care is expected regarding the participation of Business Partners in tender procedures). This also applies to the exchange of sensitive information⁴ or to any other conduct that unlawfully restricts or may restrict competition.

Should a Business Partner have interactions with a competitor of Polestar, the Business Partner must not share any of Polestar's sensitive information with the competitor and vice versa, even via third parties.

⁴ Examples of "sensitive information" include (but are not limited to) non-public information on prices, costs, profit margins, sales plans, capacity utilization, product plans and market shares.

Polestar

Business Partners are also expected to compete fairly and ethically for all business opportunities. They must ensure that all statements, communications and representations to Polestar are accurate and truthful.

Trade Sanctions and Export Control

When conducting business with Polestar, Business Partners are required to comply with all trade sanctions that are applicable to Polestar and with all relevant export control laws and regulations.

Trade sanctions restrict trade and financial transactions with certain countries, companies, organizations and individuals, while export controls restrict the export and re-export of certain "controlled" goods, software, and technology without the required licenses or other authorization from the relevant authority. Violation of these rules may expose Polestar to significant penalties and other adverse consequences.

Furthermore, Business Partners must (as applicable):

- not (a) be designated as a Listed Person⁵ or (b) engage in any conduct that could reasonably be expected to cause them to be designated as a Listed Person;
- refrain from (a) conducting any business activity, directly or indirectly, with any Listed Person, including by supplying to Polestar items sourced from a Listed Person, (b) conducting any business activity prohibited or restricted under trade sanctions or export control laws applicable to Polestar, or (c) engaging in any transaction that evades, or attempts to violate restrictions under any trade sanctions or export control laws applicable to Polestar;
- ensure that Polestar's products and services are not sold, or in any other way made available, to
 a comprehensively sanctioned country or territory or to a Listed Person;
- maintain necessary export or re-export licenses or other authorizations for all goods, software and technology supplied to Polestar; and
- provide to Polestar all information and documentation necessary to support Polestar's compliance with relevant export controls when exporting or re-exporting goods, software or technology.

Protecting Polestar's Confidential Information and Intellectual Property

Polestar may share confidential information and/or intellectual property elements with its Business Partners in the course of their business relationship.

Business Partners are required to handle Polestar's confidential information in accordance with the confidentiality provisions in place and in particular:

- protect Polestar's confidential information from improper disclosure, theft or misuse by taking all adequate steps to safeguard such confidential information;
- only disclose Polestar's confidential information to their directors, officers and employees with a legitimate "need to know";

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- not to share Polestar's confidential information with a competitor of Polestar , unless Polestar has given prior written consent;
- report in accordance with section E below any loss of, or unauthorized access (by a director, officer or employee who does not have a need-to-know or a third party) to Polestar's confidential information; and
- at the end of the business relationship, handle confidential information in accordance with the confidentiality provision in place and recognize that confidentiality obligations survive the end of the business relationship.

If they have access to Polestar's intellectual property in the course of the business relationship, Business Partners are required to handle such intellectual property in the same way and in particular protect it from improper disclosure, theft or misuse at all times.

⁵ "Listed Person" means (i) any individual, company, entity or organization designated for trade sanctions or export control restrictions on a list published by the EU, US, UN or other relevant country or authority, or otherwise subject to such trade sanctions or export control restrictions, and (ii) companies, entities or organisations that are owned 50 percent or greater by any combination of Listed Persons, or controlled by a Listed Person.

Data Protection

Business Partners are required to comply with applicable data protection laws and regulations (also referred to as privacy laws) when processing Personal Data in relation to their business with Polestar.

"Personal Data" is defined as any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as: a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

In addition, Business Partners performing a processing activity on behalf of Polestar are required to comply with the agreed upon specific contractual provisions. In particular, Business Partners have a responsibility to protect personal data from improper disclosure, theft or misuse at all times and must immediately report to Polestar any incident that involves Polestar Personal Data.

D. Audit right

In addition to any audit right set out in any agreement entered into with Polestar, Business Partners agree:

- that Polestar (either directly or through an independent third party appointed for that purpose) may verify and assess their compliance with this Code by conducting an audit at any time, subject to prior written notice. If Polestar reasonably believes that prior notice will interfere with Polestar verifying whether the Business Partner has complied with its obligations or undertakings under the Code, Business Partner will permit an audit without prior notice.
- to provide Polestar with all relevant information and allow Polestar and its representatives access to their premises for the purpose of performing such audit.

E. Reporting and Cooperation

Polestar encourage Business Partners to ask questions regarding this Code and are required to promptly raise concerns in case of suspected non-compliance with applicable laws and regulations, or with the requirements under this Code.

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Concerns may be reported to Polestar's Reporting line SpeakUp at <u>https://www.speakupfeedback.eu/web/polestarexternal</u>. Reports can be submitted anonymously if wished. The SpeakUp reporting line is managed by the Polestar Legal Counsel Compliance & Ethics who will determine and lead the investigations required. If they have decided not to remain anonymous, the identity of the reporter, will be kept confidential to the fullest extent possible.

Business Partners are expected to collaborate with Polestar in case of investigation and are expected to not retaliate against anyone who reports suspected business misconduct.

F. Consequences of violations

Business Partners agree that a breach of any of their obligations or undertakings under this Code is a material breach of contract, and may (in Polestar's sole discretion) result in:

- the Business Partner having to take necessary remedies, including to pay damages and implementing appropriate corrective actions within a reasonable time, so as to remedy the violation and to prevent similar occurrences in the future; and
- Polestar taking actions against the violating Business Partner, up to immediate termination of the business relationship, upon written notice to the Business Partner.

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POLESTAR'S LEGAL DEPARTMENT MAY BE CONTACTED IN ANY OF THESE WAYS:

* Email:

Legal Department: legal@polestar.com

* Postal mail:

Polestar Legal Department Assar Gabrielssons Väg 9 SE-405 31 Göteborg, Sweden

VIOLATION OF THIS CODE OF CONDUCT CAN BE REPORTED VIA

HTTPS://WWW.SPEAKUPFEEDBACK.EU/WEB/POLESTAREXTERNAL



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This Code shall not be construed as an employment contract and does not give anyone any right to continued employment by Polestar.

Appendix 5

2023-06-08

QUALITY PROTOCOL

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

[***] MANUFACTURING AND VEHICLE SUPPLY AGREEMENT

(EXPORT)

Polestar Performance AB

and

Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd.

and

Zhejiang Geely Automobile Co., Ltd. Ningbo Hangzhou Bay Factory

and

Shanghai Global Trading Corporation

Manufacturing of [***] in the PMA Plant

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LIST OF APPENDICES

- (a) Appendix 1 Pricing Principles and Procedures
- (b) Appendix 2 Volume Planning Procedures
- (c) Appendix 3 Sustainability Requirements
- (d) Appendix 4 Polestar's Code of Conduct
- (e) Appendix 5 Quality Protocol

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This [***] MANUFACTURING AND VEHICLE SUPPLY AGREEMENT (EXPORT) (this "Manufacturing Agreement") is entered into on the date indicated below and made among:

- Polestar Performance AB, Reg. No. 5566533096, a limited liability company incorporated under the laws of Sweden (the "Buyer" or "Polestar").
- (2) Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd., Reg. No. 91330201MA2CHD0427, a limited liability company incorporated under the laws of People's Republic of China ("Plant"); and
- (3) Zhejiang Geely Automobile Co., Ltd. Ningbo Hangzhou Bay Factory, Reg. No. 913302015638837911, a limited liability company incorporated under the laws of People's Republic of China (the "Catalogue Company"); and
- (4) Shanghai Global Trading Corporation, Reg. No. 9131010769577129XR, a limited liability company incorporated under the laws of People's Republic of China (the "Export Company")

The Plant, Catalogue Company and Export Company are referred to individually and collectively as the **"Supplier"**, unless otherwise specifically used or referred to hereunder. The Plant, the Catalogue Company and the Export Company are referred to individually and collectively as a **"Party"** on the one hand (save that the specific entity should be determined based on the context hereunder) and the Buyer as a **"Party"** on the other hand, and jointly as the **"Parties"**.

BACKGROUND

- A. Polestar is engaged in the development and sale of Polestar branded high-end electric performance cars.
- B. Polestar has outsourced the full development of its [***] vehicle to Ningbo Geely Automobile Research & Development Co., Ltd. ("GRI") under the Development Agreement (Agreement no.: GEE21-012) dated December 28, 2021, and will enter into a Change Management Agreement with GRI for any changes or updates the [***] vehicle.
- C. Polestar Automotive China Distribution Co., Ltd. and Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd. have entered into the Tooling and Equipment Agreement on January,27, 2022 (agreement no.: GEE21-013).
- Polestar Automotive China Distribution Co., Ltd., and Ningbo Geely Automobile Research & Development Co., Ltd. have entered into the Unique Vendor Tooling Agreement on December23, 2021 (agreement no.: GEE21-016).
- E. Polestar now wishes to outsource and purchase, and the Supplier wishes to manufacture and sell [***] vehicles (the "Vehicle") to the Buyer, in accordance with the terms set out in this Manufacturing Agreement. The Parties have also agreed that the Supplier can manufacture and sell certain spare parts to the Buyer which will be regulated in a separate agreement.
- F. [***]

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- G. [***]
- H. [***]
- As a general principle, the Parties agree that transactions amongst all relevant entities involved shall be conducted on arm's length terms.
- J. In light of the foregoing, the Parties have agreed to execute this Manufacturing Agreement.

1. DEFINITIONS

The following terms shall have the meanings ascribed to them below. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and *vice versa*.

"Affiliates" means (i) for the Supplier, any other legal entity that directly or indirectly controls, is controlled by or is under common control with Geely Auto and (ii) for Buyer, any other legal entity that, directly or indirectly, is controlled by Polestar Automotive Holding UK PLC, "control" means the possession, directly or indirectly, of (i) at least fifty per cent (50%) of the voting stock, partnership interest or other ownership interest, or (ii) the power (a) to appoint or remove a majority of the board of directors or other governing body of an entity, or (b) to cause the direction of the management of an entity. The Parties, however, agree to renegotiate this definition of "Affiliates" in good faith if it in the future does not reflect the Parties' intention at the time of signing this Manufacturing Agreement due to a restructuring or reorganization in relation to either of the Parties.

"Buyer" shall have the meaning set out under (1) above.

"Buyer Unique Supplier" means the three (3) specific Component Suppliers; namely [***].

"Change Management Agreement" means the agreement to be entered into between Polestar Performance AB and GRI regarding further development and changes to the Technical Specification of the Vehicle after OKtB +90 days.

"China Mainland" or "PRC" means the People's Republic of China (excluding Hong Kong, Macau and Taiwan).

"**Common Components**" means components and material used for the production of the Vehicle as well as for production of other vehicles in a Geely Auto owned plant.

"**Common Equipment**" means equipment owned by the Supplier that is stored at the premises of the Plant and used for production of any type of vehicle.

"Common Type Bound Tooling and Equipment" means tooling and equipment owned by the Supplier that is stored at the premises of the Plant and used for production of [***]vehicles for other brands and the Buyer and its Affiliates.

"**Common Vendor Tooling**" means tooling owned by the Supplier that is used and stored at the premises of a Component Supplier but used for the production of [***]vehicles (and/or components therein) for other brands and Buyer and its Affiliates.

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"**Components**" means all the components (including software) and parts included in the Vehicle according to the Technical Specification.

"**Component Supplier(s)**" means a party supplying Components included in the Vehicle to the Supplier, including such party who is also an Affiliate of the Supplier.

"Confidential Information" means any and all information regarding the Parties and their respective businesses, whether commercial or technical, in whatever form or media, including but not limited to, the Technical Information and other information relating to Vehicles, intellectual property rights, concepts, technologies, processes, commercial figures, techniques, strategic plans and budgets, investments, customers and sales, designs, graphics, CAD models, CAE data, targets, test plans/reports, technical performance data and engineering sign-off documents and other information of a sensitive nature. that

a Party learns from or about the other Party prior to, during or after the execution of this Manufacturing Agreement.

"Consumer Product Audit" means Consumer Product Audit (CPA) standard according to agreed standard as approved by the Steering Committee.

"Critical Concern" means issue on Vehicles after Factory Complete, caused by risks of not meeting demands or requirements in the Technical Specification within product safety, product legal or compliance or product environmental and customer satisfaction.

"Data" means the collection of recorded values (which can be characters, numbers or any other data type) that can via processing be extracted to meaning or information, relating to the Vehicle.

"Definitive Monthly Volume" means the rolling monthly volume that has been finally and definitively confirmed by the Parties from time to time during the Volume Planning Procedures, marked as "M0 fixed" under Figure 2 under Appendix 2.

"Delay" means the failure by Supplier to deliver to Buyer, Factory Complete Vehicles on time and to the quantities agreed in accordance with the agreed Order Book Planning process as set forth in Appendix 2 – Volume Planning Procedures. For the avoidance of doubt, by making Factory Complete Vehicle available for collection by the Buyer through having it parked within the premises of the Plant on the area of the yard designated for the Buyer, the Supplier shall be deemed to have delivered Factory Complete Vehicle to the Buyer at such time for the purpose of determining a Delay or not without prejudice to the time of Delivery as set forth in Section 8.1.1 and the time of the transfer of risks and titles as set forth in Section 8.2.1 under this Manufacturing Agreement.

"Development Agreement" means the service agreement (agreement no.: GEE21-012) entered into by Polestar Performance AB and GRI on December 28, 2021 for the development of the [***] vehicle.

"Defect" means the Vehicle or Component (i) does not conform with the agreed Technical Specification, (ii) does not comply with all mandatory laws of the countries in which the Vehicles are to be sold as stated in the Development Agreement or made known to the Supplier through the change management process in accordance with Section 24.2, and/or (iii) is not free from faults in design related to Components provided by Component

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Suppliers, and/or (iv) that does not conform with industry standard quality in materials and industry standard workmanship as stipulated in this Manufacturing Agreement. Defects are classified based upon impact on the customer in different severities according to the product audit rating scale in VCPA S300, A100, B50, B30, C10. Further described in Appendix 5, Attachment 5.

"Disclosing Party" means the Party disclosing Confidential Information to the Receiving Party.

"End of Production" or "EOP" means the end of production of the Vehicle i.e. 7 years after Job1, unless otherwise agreed between the Parties.

"Exit" shall have the meaning set out in Section 19.

"Exit Cost" means the compensation amount that the Buyer shall pay to the Supplier in accordance with either Section 19.1.1 (b) or 19.1.2 (a) as the case may be.

"Factory Complete" means when a Vehicle fulfils and complies with all the Supplier's inspections and quality assurance processes, being in a deliverable condition and fully checked to be in compliance with the Buyer's demands and requirements in accordance with this Manufacturing Agreement, including the Technical Specification.

"Field Service Action" or "FSA" means a recall, service action, extended warranty, safety, maintenance or improvement program, or similar action, involving or relating to a Defect in the Vehicle or the Component, implemented or performed by the Buyer, its Affiliates, dealers or other authorized repair facilities.

"Fixed Reserved Volumes" shall have the meaning set out in Appendix 2 Volume Planning Procedures, which shall be the Reserved Volume for the first calendar year (N) as a part of the Reserved Volumes on a rolling basis.

[***] "Geely Auto" means Geely Auto Group Co. Ltd., Reg. No. 91330201MA2CK3LC02, a limited liability company incorporated under the laws of the People's Republic of China.

"Hardship Event" means a material shortage or constraint of supply of the Component

29.1, beyond the Supplier's reasonable control which objectively makes the fulfilment of Volume Plan becomes excessively onerous from a commercial or financial perspective.

"Industry Standard" means the exercise of such professionalism, skill, diligence, prudence and foresight which would normally be expected at any given time from a skilled and experienced actor engaged in a similar type of undertaking as under this Manufacturing Agreement.

"Job1" means in relation to this Manufacturing Agreement and the Vehicle, the date on which the production of the Vehicle starts.

"JPH" means jobs per hour i.e., number of vehicles produced in an hour.

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"Know-How" means the technical information, knowledge and experience related to the Technical Specification or conveyed through the technical assistance rendered under this Manufacturing Agreement incorporating, if any, industrial and/or intellectual property rights.

"Life Cycle Planning Volumes" shall have the meaning and number given to it for a period from FY2023 to FY2029 under Appendix 1.

"LTIV" means the long-term investment volumes as elaborated on in Appendix 2 Volume Planning procedures.

"Minor Defects" means a truly minor Defect, C10 according VCPA rating scale, not meeting the Technical Specification, which has an insignificant impact on functioning of the Vehicle and/or Component, such as small non-visual or visual negative quality impressions (including but not limited to screeches, scratches etc) which are detectable by experts only, however always excluding (i) any systematic or repetitive Defects unless otherwise approved by Buyer, including but not limited to Systematic Defects, and (ii) Defects in Components. The Parties acknowledge that a Minor Defect does not need to be repaired in most cases but when it frequently and repetitively occurs, the Supplier will make its commercial best efforts to take actions to prevent such Minor Defect from reoccurring on future deliveries.

"Manufacturing and Vehicle Supply Agreement" or "Manufacturing Agreement" means this Manufacturing and Vehicle Supply Agreement including its appendices and exhibits attached hereto.

"OKtB" means the date when the Vehicle starts to be delivered to external customers as further defined in the Development Agreement.

"[***] Manufacturing Agreement" means the [***] Manufacturing and Vehicle Supply Agreement (Domestic) and all its appendices.

"Permits" shall have the meaning set out in Section 16.

"Personal Data" means all information that a Party obtains from the other Party as a result of the Manufacturing Agreement (i) relating to an identified or identifiable natural person, including the other Party's employees and customers, that directly or indirectly can identify that person, or (ii) deemed personal data according to applicable national, federal, state, and international laws and regulations now or hereafter in effect.

"Plant" shall have the meaning set out in (2) above.

"Polestar" shall have the meaning set out in (1) above.

"Polestar Actual Volumes" means the total amount of Vehicles produced in the Plant and achieved Factory Complete status during a certain period.

"Project Agreements" shall have the meaning set out in Section 28.1.5.

"Receiving Party" means the Party receiving Confidential Information from the Disclosing Party.

"Reserved Volumes" shall have the meaning set out in Appendix 2 Volume Planning Procedures for a period of the immediately subsequent [***]calendar years [***]as decided by the Steering Committee.

"Steering Committee" means the first level of governance forum for handling the cooperation between the Parties regarding [***] Vehicle in various matters, under this Manufacturing Agreement which regarding cooperation between the Parties is the so called Geely and Polestar 417 Steering Committee.

"Strategic Board" means the highest level governance forum established by the Parties for handling the cooperation between the Parties regarding [***] Vehicle in respect of various matters.

"Systematic Defect" means a Defect attributable to the same, or substantially the same, root cause that occurs, or is likely to occur, at a statistically significant level. A single Minor Defect will not be deemed a Systematic Defect, provided however that multiple Minor Defects may, when considered collectively on impact level, be deemed a Systematic Defect. Similarly, a few major Defects may be sufficient to qualify as Systematic Defects.

"Technical Information" means all Technical Specification and Know-How and all other written or printed technical information or software stored in any media or materials or prototypes communicated to the Supplier by the Buyer and all reproductions, excerpts and summaries thereof, and all modifications and/or improvements to the Technical Specification and Know-How made by or for the Supplier.

"Technical Specification" means (i) all the required vehicle specifications as agreed between GRI and Buyer that are necessary to manufacture the Vehicle and are provided to the Supplier by GRI as set forth in Section 4 and (ii) all other written or printed technical information or software stored in any media or materials or prototypes communicated to the Supplier by the Buyer (or by GRI on behalf of the Buyer) and all reproductions, excerpts and summaries thereof as agreed between the parties and confirmed by the Plant (which confirmation should not be unreasonably withheld or delayed), and all modifications and/or improvements thereof made by or for the Supplier pursuant to the change management process. Examples are necessary product drawings, material lists, assembly instructions and quality requirements on paper or in electronic form provided by GRI to the Supplier for the purpose of manufacture the Vehicle in accordance with the terms and conditions of this Manufacturing Agreement.

"Third Party" means a party other than any of the Parties under this Manufacturing Agreement. For the avoidance of doubt, unless otherwise expressly required by the context, an Affiliate of one of the Parties to this Manufacturing Agreement shall be a Third Party.

"Unique Type Bound Tooling and Equipment" means tooling and equipment owned by the Buyer that is stored at the premises of the Plant and that are specific to Buyer's Vehicles and that are unique to the Buyer and its Affiliates.

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"Unique Vendor Tooling" means tooling including but not limited to molds, gauges, fixtures, owned by the Buyer and located at the premises of a Component Supplier related to Vehicles (and/or components therein) and that cannot be, or is not expected to be, re-used without modifications for another product.

"Vehicle" shall have the meaning set out under Background E above.

"Warranty Period" means the warranty period of the Vehicles available to the Buyer's end customers in a relevant market as updated by the Buyer from time to time in accordance with applicable law and regulations.

- 2.1 This Manufacturing Agreement sets out the specific terms that shall apply to the manufacturing, assembly and sales to the Buyer of the Vehicle for sales outside of China Mainland.
- 2.2 In the event there are any contradictions or inconsistencies between the terms of this Manufacturing Agreement and the appendices hereto, the Parties agree that they shall prevail over each other in the following order if not specifically stated otherwise in such document or the context or circumstances clearly suggest otherwise:
 - a) Main document of this Manufacturing Agreement.
 - b) Appendix 1 Pricing Principles and Procedures
 - c) Appendix 2 Volume Planning Procedures
 - d) Appendix 5 Quality Protocol
 - e) Appendix 3 Sustainability requirements
 - f) Appendix 4 Polestar's Code of Conduct
- 2.3 The appendices to this Manufacturing Agreement, form an integral part of this Manufacturing Agreement.

3. SALE AND PURCHASE

- 3.1 The Supplier agrees to supply to the Buyer, and the Buyer agrees to purchase, the Vehicles ordered in accordance with and under the terms and conditions of this Manufacturing Agreement. The Supplier may only sell the Vehicles to the Buyer and/or its Affiliate as directed by the Buyer. The Vehicles shall be manufactured in accordance with the Technical Specifications.
- 3.2 The Buyer acknowledges that the Supplier will have the Vehicles manufactured for the Buyer and supplied to the Buyer pursuant to terms and conditions set forth under this Manufacture Agreement[***]
- 3.3 The Parties acknowledge that other manufacturing and vehicle supply agreements may exist or may be entered into with other buyers for the production of vehicles in the Plant, 10

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and if so and if the overall modalities of cooperation contemplated under such agreements is materially similar to the ones for this Manufacturing Agreement, similar Volume Planning Procedure principles as attached to this Manufacturing Agreement as Appendix 2 and similar Exit Cost principles as stated in Section 19, shall be agreed with those other buyer/buyers by the Supplier. Notwithstanding the generality of the foregoing, the Reserved Volumes as agreed by the Parties in accordance with Appendix 2 and the price of the Vehicle as agreed by the Parties in accordance with Appendix 1 shall not deviate substantially and negatively therefrom without the written agreement of the Parties.

4. TECHNICAL SPECIFICATION

- 4.1 GRI shall provide the Plant with the Technical Specification according to a process described by GRI. The Technical Specification for the Vehicle will be released in the Geely Product Lifecycle Management, PLM system. The Plant undertakes to manufacture and assemble the Vehicle in strict conformity with the Technical Specification, Know-How and/or as otherwise instructed by GRI or its sub-contractors.
- 4.2 Any changes to the Technical Specifications that affect the Vehicle shall be authorized by Buyer and notified by GRI to the Plant according to the change procedure in Section 24.2.

5. VOLUME PLANNING PROCEDURES AND ORDER PROCESS

- 5.1 The procedures for volume planning, and order placement of the Vehicles in the Plant, are attached hereto as Appendix 2.
- 5.2 The installed capacity at the Plant is enabling a production of [***] vehicles per year from the year of 2024 till expiration of this Manufacturing Agreement. The Supplier shall during the duration of this Manufacturing Agreement maintain capacity to manufacture, assemble and supply to the Buyer Vehicles in quantities ordered by the Buyer up to the volumes agreed between the Parties according to Appendix 2.
- 5.3 If the Supplier is or is reasonably expected to or will become unable to meet its obligations under this Manufacturing Agreement to supply Vehicles due to shortage of Components and/or material and this constraint is attributable to Component Supplier for any reason other than events falling into the scope of a Hardship Event and/or a Force Majeure Event,

then Supplier shall make its commercially best efforts, and shall exercise the rights it has under the agreements with those Component Suppliers to procure that those Component Suppliers take all actions required to resume compliance with their contractual obligations to Supplier.

- 5.4 [***]
- 5.5 If at any time Supplier is or is reasonably expected to or will become unable to meet its obligations under this Manufacturing Agreement to supply Vehicles to Buyer and this constraint is attributable to the Buyer Unique Supplier, then Buyer shall upon the Supplier's request, make its best commercial efforts to assist the Supplier in resolving the issues in a practical and reasonable manner.
- 5.6 Supplier shall follow the Capacity Management process as described in Section 6 in Appendix 2. In addition to the Capacity Management process, Supplier shall immediately

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notify Buyer of (i) anything that will or might result in constraints in Components, materials or Common Components used for production of the Vehicle affecting Supplier's ability to meet its obligation under this Manufacturing Agreement, including possible consequences thereof, and the Parties shall follow the principles and procedures as set forth in Section 5.3 and Section 5.4 and further jointly agree on specific matters for how to best minimize the effect of (i) above.

- 5.7 The Supplier will take the Plant's available volume capacity (including the Life Cycle Planning Volumes, Reserved Volumes and the Definitive Monthly Volume) into consideration when entering into other manufacturing and vehicle supply agreements with other buyers for the production of vehicles in the Plant.
- 5.8 The Buyer will order and the Supplier will supply the Products in accordance with the order process set out in Appendix 2.

6. PRICE AND PAYMENT

- 6.1 Product Price
- 6.1.1 The principles and procedures for calculating the full cost of production and for setting the price of the Vehicle, on an 'arm's length' basis, are attached hereto as Vehicle Pricing Principles and Procedures, Appendix 1.
- 6.1.2 In addition to Vehicles, also service/spare parts manufactured in the Plant being parts in a Vehicle shall be possible to order but will be regulated in separate agreement.
- 6.2 Payment and invoice
- 6.2.1 Invoice for each Vehicle shall be provided since specifications are different. Any payment by the Buyer to the Supplier hereunder shall be made to the [***]
- 6.2.2 The payment shall be made in RMB by bank transfer.
- 6.2.3 All amounts and payments referred to in this Manufacturing Agreement are exclusive of VAT, and any other taxes, for example withholding tax and surcharges. VAT is chargeable on all invoiced amounts only when required by local law and shall be borne by the Buyer. Buyer may appoint a Third Party to handle the requisite VAT registration and recovery.
- 6.2.4 Invoice for a Vehicle shall be issued by the Supplier to the Buyer when the Vehicle has been delivered in accordance with Section 8.1.1 (invoice trigger Loaded on vessel). The payment shall be made by the Buyer at the latest [***] days after the invoice date unless otherwise agreed between the Parties.
- 6.2.5 Invoices may be generated electronically. However, the Buyer may request hard copy summary invoices over a specified period, in order to satisfy VAT and customs reporting requirements.
- 6.2.6 [***].

6.2.7 Payment made later than the due date will automatically be subject to interest rate for late payments for each day it is not paid and the interest shall be [***].

7. MANUFACTURING

7.1 Manufacturing and assembly

- 7.1.1 The Supplier shall at all times perform the services set out in this Manufacturing Agreement in a professional manner. The Supplier shall at all times perform the services using professional and skilled personnel that has been properly educated for the services to be performed. The Supplier shall efficiently utilise the resources, materials and services necessary to provide the services set out in this Manufacturing Agreement, and shall perform the services in a cost-effective manner consistent with the required level of quality and performance in a way that meets Industry standards. As part of that obligation, the Supplier undertakes to improve the cost efficiency of the services continuously during the duration of the Manufacturing Agreement.
- 7.1.2 The Plant undertakes to assemble the Vehicle in strict conformity with the Technical Specification, Know-How and/or as otherwise from time to time and shall never implement any product changes, modification or substitutions of Component(s) unless instructed in accordance with the change procedures set forth in Section 24.2.
- 7.1.3 [***]
- 7.1.4 The Plant will strive to meet Buyer's sustainability standards and will keep the Buyer informed, as set forth in Appendix 3.

7.2 Equipment and tooling

- 7.2.1 The Supplier undertakes to maintain in its ownership and possession all tooling and equipment for vehicles to be produced in the Plant (e.g. Common Equipment, Common Type Bound Tooling and Equipment, Common Vendor Tooling), except for Unique Type Bound Tooling and Equipment and Unique Vendor Tooling which the Buyer shall remain the owner of. The Buyer will remain the owner of the Unique Type Bound Tooling and Equipment even if such is located in the Plant. Normal tooling maintenance will be commenced by the Plant and related costs charged as part of the price for the Vehicles, whereas update and replacement of the Unique Type Bound Tooling and Equipment will be controlled and paid separately by the Buyer.
- 7.2.2 The Supplier undertakes to (or see to that Polestar or the Plant, as applicable) acquire or have acquired, all such necessary tooling, equipment and systems, including but not limited to jigs, fixtures, tools and welding equipment, necessary for the assembly of the Vehicle.
- 7.2.3 Any tooling and equipment acquired in accordance with Section 7.2.1–7.2.2 shall meet the Supplier's quality requirements, as aligned with Industry Standard.
- 7.2.4 Unique Type Bound Tooling and Equipment and Unique Vendor Tooling acquired in accordance herewith shall be used solely for the purpose of the assembly of the Vehicle and its Components.

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- 7.2.5 All plant tooling and equipment used by the Plant for the production of the Vehicles shall be maintained in proper working condition by the Plant in accordance with applicable maintenance instructions for said tooling and equipment or by using industry practice if there are no specific instructions.
- 7.2.6 The Supplier should assist the Buyer in phase out projects related to the Unique Type Bound Tooling and Equipment and Unique Vendor Tooling if necessary. Cost of carving out Unique Type Bound Tooling and Equipment and Unique Vendor Tooling is upon the Buyer. Buyer and Supplier must agree on process and timing for handling Unique Type Bound Tooling and Equipment and Unique Vendor Tooling no later than 12 months before EOP, unless otherwise agreed between the Supplier and the Buyer. Agreed timing and process must not unreasonably and materially interfere with the manufacturing of any other product at the Plant, and the direct loss of the Supplier caused by such interference shall be compensated

by the Buyer, and details of such compensation shall be further negotiated between the Supplier and the Buyer.

- 7.2.7 For Unique Type Bound Tooling and Equipment and Unique Vendor Tooling the Buyer or Buyer's Affiliates shall grant the Supplier the right to use such assets for the manufacturing of the Vehicle under a User Right Agreement to be entered into between the Supplier and Buyer or Buyer's Affiliate.
- 7.2.8 The Buyer shall pay Supplier for its share of Common Equipment, Common Type Bound Tooling and Equipment and Common Vendor Tooling and compensate Supplier for its cost incurred under the User Right Agreement related to Unique Type Bound Tooling and Equipment and Unique Vendor Tooling according to the pricing principles set forth in Appendix 1.

7.3 Components

- 7.3.1 The Buyer has entered into a service agreement for development and procurement services (GEE21-012), December 28, 2021 with Ningbo Geely Automobile Research & Development Co., Ltd. (GRI), the Development Agreement, under which GRI and its Affiliates shall provide development and procurement services. The Buyer utilises these services in order to fulfil its obligations and responsibilities under this Section 7.3.
- 7.3.2 The Supplier shall be responsible for the purchase of Components for the production of Vehicles by calling-off such Components from Component Suppliers and taking other necessary measures as the case may require.
- 7.3.3 Components will be called-off from Component Suppliers directly by the Supplier. The Supplier will be provided with information required to be able to call-off Components.
- 7.3.4 The Supplier is responsible for managing inbound logistics including but not limited to transportation from Component Suppliers to plant, custom clearance and to pay related logistic cost including customs duties.
- 7.3.5 The Supplier shall pay all Component Suppliers' invoices directly to the Component Suppliers. The costs for such Components shall be included in the prices for the Vehicles.
- 7.3.6 [***]

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7.3.7 [***]

7.4 Insurance

- 7.4.1 The Supplier is responsible to procure and maintain appropriate and adequate insurance coverage for its business operations and activities performed under the Manufacturing Agreement. For the avoidance of doubt, the aforementioned includes a responsibility for the Supplier to ensure that all facilities, equipment and tooling used in the Plant is properly insured except for when the ownership of the Unique Type Bound Tooling and Equipment and Unique Vendor Tooling used for manufacturing the Vehicle has been transferred to or retained with the Buyer or Component Supplier according to separate Tooling Agreement.
- 7.4.2 The Buyer is responsible to procure and maintain appropriate and adequate insurance coverage for its business operations and activities performed (if any) under the Manufacturing Agreement, including the Unique Type Bound Tooling and Equipment and Unique Vendor Tooling whenever the ownership of which has been transferred to or retained with the Buyer.
- 7.4.3 The Supplier undertakes to keep the Vehicles fully insured until the title and risk off loss or damage has passed to the Buyer.

8. DELIVERY, TITLE AND RISK

8.1 Delivery of Vehicle

- 8.1.1 For Factory Complete Vehicles, the delivery shall take place at FOB Incoterms 2020 at the port agreed between the Parties unless otherwise agreed between the Parties. In the event that the Buyer requires logistics services other than what is set out in this Section, any such cost and expense related to such logistics services will be reimbursed by the Buyer to Supplier.
- 8.1.2 The Supplier shall notify the Buyer when a Vehicle is Factory Complete by registering the Vehicle as Factory Complete in the system used by the Parties for such communication.
- 8.1.3 The Supplier shall deliver to the Buyer the Factory Complete Vehicles within the timeframe

the Buyer informed of the planned production schedule and Factory Complete status of the Vehicles, and inform the Buyer of the planned timing for the Vehicles to be available at the port for the Buyer to collect, at the latest 8 business days in advance of such planned time in order for the Buyer to arrange for timely transportation.

- 8.1.4 Unless otherwise agreed between the Parties, the Buyer undertakes to collect the Vehicles on a daily basis. The yard should be available for Buyer collection of Vehicles during operational opening hours for production in Plant.
- 8.1.5 The Buyer acknowledges that the Supplier will reserve [***]parking slots for its own use, and the rest of available parking slots on the premise of the Plant will be allocated among the Plant's customers (including the Buyer) on pro rata basis, with [***]of parking slots provided for the Vehicles in the year of 2024. (For the purpose of this Section 8.1.5, the Parties acknowledge and agree that the [***]of parking slots set forth herein

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shall be read and interpreted in conjunction with the substantially same section under the [***] Manufacturing Agreement with the Supplier, meaning that the aggregated and total number of parking slots for the Vehicles in the year of 2024 with this Manufacturing Agreement together with the [***] Manufacturing Agreements with Supplier, shall be collectively limited to [***].Buyer If any additional parking slots are required, the Parties will agree on the number and reasonable additional costs. The Supplier could provide reasonable support if required by the Buyer and the Supplier is capable to provide the requested support, then the Supplier will, correspondingly be entitled to charge the Buyer a reasonable management fee and/or parking fee, to be agreed between the Parties. If the parking issue cannot be resolved through the aforementioned measures, such issue shall be escalated to the Steering Committee within 2 days for a prompt resolution notwithstanding the relevant timeframe set out in Section 27.The Buyer shall, in addition to the obligation described herein, take into consideration that the Supplier will produce vehicles to other buyers than the Buyer and that such vehicles also need be stored on the yard of the Plant.

8.2 Title and risk of loss or damage

- 8.2.1 Title and risk of loss or damage of Vehicle with respect to each Vehicle passes to the Buyer at the moment of invoicing in accordance with Section 6.2.4, without prejudice for the Buyer's right to reject Vehicles under Section 9.
- 8.2.2 The working procedure up to FOB shall be agreed separately by the parties.

8.3 Delay of Delivery of Vehicles

- 8.3.1 Supplier shall immediately notify Buyer of (i) anything that, as the Supplier may reasonably foresee, will or might result in any Delay, including possible consequences thereof, and (ii) how Supplier intends to minimize the effect of (i) above, without prejudice to the Supplier's liabilities (if any) under this Manufacturing Agreement.
- 8.3.2 If the Supplier is in Delay of delivery of Vehicles or reasonably suspects that a Delay will occur, Supplier shall without delay perform a root cause analysis and, provided the root cause analysis indicates that the Delay is or will be caused by the Supplier, take reasonable measures in order to avoid the Delay and if not possible to avoid, to remedy the Delay. Any such measures shall be at the Supplier's own cost without including such cost to the price of the Vehicle.
- 8.3.3 [***]
- 8.3.4 [***]
- 8.3.5 [***]
- 8.4 [***]

8.5 Distribution and outbound logistic

8.5.1 The Vehicles will be distributed by the Buyer through the distribution network managed by the Buyer.

8.5.2 For Vehicles purchased for sales outside of China Mainland, the Supplier is obligated to take all necessary steps to facilitate such export and to contribute to an efficient export in accordance with instructions provided by the Buyer, including, but not limited to, ensuring that such export is authorised as required by relevant laws and regulations of PRC.

8.6 Customs

- 8.6.1 The Supplier is responsible to obtain and maintain any customs licenses in PRC necessary to facilitate the performance of this Manufacturing Agreement, including but not limited to export license. This obligation extends for the Supplier to comply with instructions provided by the Buyer to facilitate efficient export from PRC.
- 8.6.2 For the avoidance of any doubt, the Supplier is the only party which may appoint a customs agent to support the facilitation of customs processes in PRC for the Vehicle supplied under this Manufacturing Agreement. The Supplier shall carry out necessary due diligence regarding compliance risks, including corruption risk before appointing such customs agent.
- 8.6.3 The Supplier shall ensure that a Vehicle supplied under this Manufacturing Agreement qualifies as originating goods under the rules of origin provisions in a preferential trade to which PRC is party to during the term of the Manufacturing Agreement and shall provide the Buyer with a valid Certificate of Origin issued by the competent authority in PRC for each Vehicle which shall include necessary information required by the import country (including without limitation, the model, VIN number and any other necessary information as reasonably required) as agreed between the Parties, in accordance with the relevant laws in any country implementing such preferential trade agreements to the Buyer in order for the Buyer to enjoy the preferential rate of tariff duty in the import country.
- 8.6.4 To the extent that the obligation in Section 8.6.3 is not fulfilled by the Supplier, and solely and directly due to the Supplier's default in not fulfilling its obligation in Section 8.6.3, the Buyer consequently is unable to enjoy the preferential rate of tariff duty in the import country, and the Buyer has made its commercially best efforts mitigate measures to the extent legally and practically possible, the Supplier shall compensate the Buyer as a lump sum amount for the difference between the amount of import duty paid by the Buyer (or its nominee in the country of import) and the amount of import duty that would have been paid had the preferential rate of tariff duty been enjoyed.

9. QUALITY, INSPECTION AND RIGHT TO REJECT PRODUCTS

- 9.1 Quality
- 9.1.1 The Parties acknowledge that the attainment and maintenance according to quality requirements for the Vehicle and process reliability are of paramount importance. The Supplier shall take all precautions and institute all procedures necessary in order to assure the quality requirements in accordance with this Manufacturing Agreement and Appendix 5 Quality Protocol in particular as well as the standards of Consumer Product Audit (CPA). The Supplier shall upon direction of the Buyer take such actions at the Plant and in relation to Components Suppliers that are necessary to rectify deviations from the product quality requirements of the Vehicle and processes as set out in this Manufacturing Agreement. The

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quality requirements will apply to all Vehicles. The Supplier and the Plant shall meet and maintain the standards of Vehicle specified in the Technical Specification.

- 9.1.2 The Parties acknowledge that in order to fulfil the quality requirements set out in this Manufacturing Agreement and in Appendix 5 Quality Protocol, the Parties will share with each other the performance indicators and other Data as specified in 1.1 of Appendix 5 (Quality Protocol) and shall regularly submit quality control, test reports and records as agreed by the Parties in Appendix 5.
- 9.1.3 Consumer Product Audit quality metrics requirements defined in Appendix 5 Quality Protocol shall apply to all Vehicles. Standard alignment, calibration and target levels are set out in Appendix 5.

9.1.4 The assembly or any other activity connected to production or inspection of the Vehicles under this Manufacturing Agreement shall take place at the Plant by fully trained and qualified personnel allocated for the Vehicle.

9.2 Inspection and tests

- 9.2.1 When the Supplier has completed its work on the Vehicle it shall pass through the test line, where the Supplier will inspect the Vehicle and decide whether it fulfils the Technical Specification and is Factory Complete without any Defects (excluding Minor Defects). For the sake of clarity, even if the Vehicle has passed through the test line, the Supplier is responsible for that the Vehicle continues to fulfil and meet the Technical Specification and is Factory Complete until the Vehicle is delivered to the Buyer in accordance with Section 8.1.1. The test line shall consist of a thorough inspection and, if the Buyer so requires, road tests, and otherwise in accordance with the standards and requirements (including the CPA, CoP standards and requirements) under Appendix 5 Quality Protocol or any other standards and requirements as agreed upon by the Parties.
- 9.2.2 The Buyer shall be entitled, at its own expense and upon reasonable notice, to inspect during regular business hours the assembly of the Vehicles and may carry out tests on the Vehicles that have been parked at the last point of rest, in order to ascertain that the Vehicles meet the product and process quality requirements stipulated in this Manufacture Agreement and complies with the Technical Specification and is without any Defects (excluding Minor Defects).
- 9.2.3 For the avoidance of doubt, such inspection and tests carried out shall in no event relieve the Supplier from its responsibility for the quality of the delivered Vehicle and its compliance with this Manufacturing Agreement, irrespective of whether the Supplier and/or Buyer has or should have identified any Defects during such tests.
- 9.2.4 In the event the tests show that the Vehicle does not fulfil or meet the Technical Specification, or is not Factory Complete or has a Defect, Section 9.3 shall apply.
- 9.2.5 The Supplier is responsible for conducting internal and external CoP testing of complete Vehicle stipulated by legal requirements applicable to related market regulations. The markets shall be informed to the Supplier by the Buyer in advance. The Supplier is responsible for facilitating, coordinating and proving conformity in CoP audits conducted by a Third Party appointed by legislating authorities. All relevant fees shall be included in

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the price of the Vehicle. For the avoidance of doubt, the Supplier is not responsible for CoP testing on a component level.

- 9.2.6 The Supplier needs to stop delivering Vehicles to Buyer under the following conditions: [***].
- 9.3 Right to reject, defects and repair at the Plant
- 9.3.1 The Vehicles delivered by the Supplier to the Buyer shall be Factory Complete [***].
- 9.3.2 The Supplier shall follow the process for [***]as further described in Section 1.3 of Appendix 5.
- 9.3.3 [***]
- 9.3.4 [***]
- 9.3.5 For avoidance of doubt, the Supplier shall physically correct any Defects [***]found either prior to delivery of the Vehicles or while they are parked on the yard of the Plant. The Buyer shall not be obliged to accept Vehicles if such Defects have not been properly corrected or the Vehicle is not Factory Complete.
- 9.3.6 [***]
- 9.3.7 [***]
- 9.4 [***]
- 9.4.1 [***]
- 9.4.2 [***]
- 9.4.3 [***]
- 10. WARRANTY AND SIMILAR CLAIMS

- 10.1.1 The Supplier warrants and represents that the Vehicle shall be free from Defects. Notwithstanding the aforementioned, the Supplier makes no warranty, expressed or implied, to the Buyer with respect to Minor Defects provided that the Minor Defect have been reported to the Buyer in a format agreed by the Parties.
- 10.1.2 If a Defect is found in a Vehicle after delivery, the Supplier (or a company appointed by Supplier and approved by Buyer) shall promptly:

(i) perform a root cause analysis to identify the cause of the Defect;

(ii) provide the Buyer with a report detailing the cause of, and procedure for correcting, the Defect; and

(iii) procure that the Defect is corrected at the manufacturer of the Component or at the Plant,

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all of which are further set out in Appendix 5 (Quality Protocol). It is acknowledged that Supplier may appoint GRI to perform the above analysis.

10.1.3 The technical solution to solve the Defect shall be approved by Buyer prior to implementation. If the Parties cannot agree on how to proceed, the issue shall be escalated in accordance with what is further set out in Appendix 5 (Quality Protocol). Both Parties acknowledge that safety and customer care requirements require the Supplier's urgent handling in this respect.

11. CLAIMS FOR SYSTEMATIC DEFECTS

- 11.1.1 The Supplier shall be responsible for cost which are specified in Section 4.1.2 Vehicle Warranty Recovery of Appendix 5 (Quality Protocol) relating to claims due to a Systematic Defect in the Vehicles caused by Supplier's faulty manufacturing or assembly within the Warranty Period, however always subject to the limitation as set out in Section 23. For the avoidance of doubt, damages include costs for FSA (including administrative costs relating thereto). The procedure for handling the liability investigations and cost reimbursements will be handled by Parties at case-by-case basis.
- 11.1.2 The Parties acknowledge and agree that the Supplier shall not be responsible for taking any action to correct or responsible for any loss, cost, expense or claim arising out of or in connection with Systematic Defects which are caused by faulty design.
- 11.1.3 Both Parties will work together to investigate if a Systematic Defect is caused by the Supplier or a Components Supplier or GRI or a combination of them in accordance with Appendix 5 (Quality Protocol). If the Parties cannot agree, the issue shall be escalated according to the Quality Protocol and if still unsolved further escalated in accordance with Section 24.

12. DEFECTS CAUSED BY SUPPLIER OF COMPONENTS AND/OR GRI

- 12.1.1 If a Systematic Defect, and/or a Defect is caused by a Components Supplier within the warranty period valid for the Component, the Supplier shall use its commercially best efforts to claim such Defect against such Components Supplier who shall be responsible for the Systematic Defect and/or Defect according to the agreement between the Supplier and that Components Supplier and that the actual reimbursement received from Components Suppliers shall be transferred to the Buyer. Supplier shall support with any documentation needed in order to facilitate the reimbursement to be transferred to the Buyer. For the avoidance of doubt, if a Component delivered by a Components Supplier (excluding Components manufactured by the Plant) has a Defect prior to the delivery of the Vehicle to the Buyer, the Supplier shall remedy such Defect and handle any possible claims directly with the Components Supplier to the Buyer.
- 12.1.2 If a Systematic Defect and/or Defect is caused by the design done by GRI, the Parties agree that the reimbursement shall be according to the agreement set out between the Buyer and GRI unless this is a Systematic Defect and/or a Defect also involving a supplier delivering the Component, in which case Section 12.1.1 shall apply as regards the responsibility of the Components Supplier.

13. VEHICLE LIFETIME RECTIFICATION ASSISTANCE

13.1.1 The Supplier shall be obliged to assist the Buyer in its endeavours to rectify Defects until 15 years following the end of mass production of the Vehicle at an arm's length compensation.

14. PRODUCT LIABILITY

14.1.1 Subject to Section 14.1.2, the Supplier shall be responsible towards Third Parties for any and all product liability claims relating to the Vehicle, and shall indemnify, defend and hold harmless the Buyer from and against all such product liability claims from Third Parties in the event that:

(i) the Vehicle has a Systematic Defect or Defect (unless the Defect is a Minor Defect);

(ii) the Defect and/or Systematic Defect is caused by Supplier or its Affiliates; and

For the avoidance of doubt, any claims relating to Defects and/or Systematic Defects caused by a Third Party or GRI shall be handled in accordance with Section 12.

14.1.2 The obligation to hold the Buyer harmless under Section 14.1.1 applies only to damages as finally awarded by a court of law, an arbitration tribunal or agreed in a settlement approved by the Supplier. The Buyer agrees that it shall promptly inform the Supplier of the existence of such Third Party claim and, to the extent legally and practically possible, offer the Supplier to have full scale access to any proceedings or other actions pursuant to such Third Party claim and the right to participate in the negotiation of any agreement or settlement. Nevertheless, any settlement shall for the avoidance of doubt be approved by the Supplier as set forth hereabove unless it is on an absolutely urgent basis or otherwise required by applicable law or best practice, failing which it may entail a substantially higher legal or commercial risk.

15. AUTHORITY INVESTIGATIONS AND FSA

- 15.1.1 The Supplier shall upon instruction of the Buyer take such actions that are necessary in order for the Buyer to fulfil its responsibility for all contacts and interaction which are compulsory and legally required with competent authorities concerning questions, audits and investigations from the authorities and the Field Service Actions. This includes full cooperation and transparency from the Supplier by using its commercially reasonable effort. The Supplier shall also use its commercially reasonable efforts to provide the Buyer with all relevant and related data needed to answer the authority investigation is available upon Buyer's request. Since time is of the essence, the Supplier acknowledge that it will use its commercially reasonable efforts to carry out and/or assist in the investigations within the reasonable timeframe set out in the request from the Buyer. The Supplier shall also secure that all reporting according to legal requirements in all applicable countries are aligned and consistent with other Buyer's vehicles including relevant Data, as specified in Appendix 5 (Quality Protocol).
- 15.1.2 For the avoidance of doubt, it is the Supplier's responsibility to propose and develop a solution for any Defect and/or Systematic Defect and implement such solution with the Components Supplier or at the Plant that have been handled in Section 15.2 below.

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Notwithstanding the aforementioned, the Supplier shall not be obliged to correct a Minor Defect.

15.2 Quality issues on the field

15.2.1 To secure the quality of the Vehicles in the field, the Data collection system shall support early detection and early resolution of any potential issues. The Supplier understands that full cooperation between the Parties will be needed which includes sharing all relevant Data and any other relevant information that is needed until EOP +20 years as set out in Appendix 5 (Quality Protocol) to the extent legally permitted. This cooperation obligation also includes the Buyer's obligation to investigate all issues or potential issues that might occur with the Vehicle and when requested by the Buyer, the Supplier shall use it commercially reasonable efforts to assist in necessary matters reasonably requested by the Buyer.

- 15.2.2 Unless otherwise stated in Appendix 5 Quality Protocol the following process shall apply in order to secure that the rectification of the Vehicle is performed in a secure manner.
- 15.2.3 When the Buyer has identified a Defect in the Vehicles, The Buyer shall notify the Supplier about Defect on Vehicle in the format agreed by the Parties within shortest possible time not exceeding two (2) weeks after the Defect was reported and made known to the Buyer or within a longer time period as agreed by the Parties only for certain extreme circumstances.
- 15.2.4 Since it is in both Parties interest to secure a production without Defects in the Vehicles, the Supplier will use its commercially reasonable efforts to mitigate the Defect with an Interim Containment Action/ICA (if feasible) and Permanent Corrective Action/PCA within the timeframe set out in the Appendix 5 and this mitigation will be implemented as soon as possible even if a root cause is not yet established.
- 15.2.5 When a root cause for the Defect has been established, and regardless of if the root cause identifies the Defect to be a variability or a design Defect, the Supplier shall make commercially reasonable effort to implement a permanent corrective action agreed between the Parties, within the timeframe set out in Section 2.3 (Problem and defect resolution lead time for Quality Issues) stated in the Appendix 5. Notwithstanding the aforementioned, the Supplier shall not be obliged to correct a Minor Defect.
- 15.2.6 If the Supplier is aware of any defect occurred regarding other vehicles from the same platform or shared technology which may materially impact the Vehicles, imminently or potentially, the Supplier shall, subject to the requirements of applicable law and regulations as well as Confidential Information, report such defect to the Buyer.

15.3 Document retention policy

15.3.1 The Supplier undertakes to retain documentation relating to the Vehicles in accordance with its own document retention policy or otherwise agreed by Parties specifically until EOP+20 years. The Supplier shall be obliged to provide documentation to the Buyer upon the Buyer's reasonable request.

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16. PERMITS

- 16.1 The Supplier is responsible for the operation of the Plant and shall hold all necessary permits required by all applicable laws and regulations where it is incorporated and/or for the purpose of performing its obligations and responsibilities under this Manufacturing Agreement, including, but not limited to, to operate the Plant and to produce and sell the Vehicles under this Manufacturing Agreement (the "**Permits**").
- 16.2 All Permits shall be valid so that the Supplier can produce and sell the Vehicles during the term of this Manufacturing Agreement. In event that necessary assistance is required in obtaining Permits under this section, the Buyer shall make its commercially best endeavour to support the Supplier with such application.

17. TRADEMARKS AND INTELLECTUAL PROPERTY RIGHT

- 17.1 General
- 17.2 For the avoidance of doubt, this Manufacturing Agreement shall in no way be construed as to give any of the Parties any right whatsoever to use any registered or unregistered trademarks or brand names owned or licensed by another Party or its Affiliates, except in the manner and to the extent set forth in this Manufacturing Agreement or expressly consented to in writing by that other Party.

17.3 License of Buyer's Intellectual property

17.3.1 The Buyer hereby grants the Supplier a temporary, royalty free, non-exclusive, sublicensable only to the extent set out in Section 17.3 below, license to the Buyer's intellectual property rights (owned by or licensed to the Buyer; same below for the whole Section 17 including the Buyer's trademarks) which are necessary for the production of the Vehicles and solely for the purpose of producing and selling the Vehicles to the Buyer under and during the term of this Manufacturing Agreement. The license granted hereunder does not give the Supplier any right whatsoever to use the Buyer's intellectual property rights for any purpose other than as stated in this Section 17.3.1 and for the production of the Vehicles. The Supplier shall, prior to sublicensing any of Buyer's intellectual property rights, list clearly the sublicensee that requires Buyer's intellectual property rights for the purpose stated in this Section 17.3.1 and acquire Buyer's written consent.

17.4 Geely brand name

- 17.4.1 For sake of clarity, it is especially noted that this Manufacturing Agreement does not include any right to use the 'Geely' brand name or trademarks, or refer to 'Geely' in communications or official documents of whatever kind.
- 17.4.2 This means that this Manufacturing Agreement does not include any rights to directly or indirectly use the 'Geely' brand name or 'Geely' trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence.

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17.5 Polestar brand name

- 17.5.1 Correspondingly, it is especially noted that this Manufacturing Agreement does not include any right to use the 'Polestar' brand name, or Trademarks, or refer to 'Polestar' in communications or official documents of whatever kind.
- 17.5.2 This means that this Manufacturing Agreement does not include any rights to directly or indirectly use the 'Polestar brand name or 'Polestar Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence.

17.6 Trademark on Vehicles

- 17.6.1 Notwithstanding the above, the Supplier are hereby granted the right to use the Buyer's trademarks but solely for the purpose of: (i) manufacturing the Vehicle in accordance with the Technical Specification or as otherwise instructed by the Buyer, and (ii) completing the government filings in PRC for the sole purpose of manufacture of such Vehicle.
- 17.6.2 [***]
- 17.6.3 Ownership of existing Intellectual Property Rights

All Intellectual Property Rights that were either developed or otherwise acquired by a Party before entering into this Manufacturing Agreement, or are developed or otherwise acquired by a Party outside of, but during the term of, this Manufacturing Agreement, will continue to be owned by such Party.

17.6.4 [***]

18. INSPECTION RIGHTS

18.1 During the term of the Manufacturing Agreement, Buyer shall have the right to, at its own cost and expenses, at the maximum [***]unless the Buyer is required by governmental authority to conduct an inspection on the Supplier provided that the Buyer shall prove such a need to conduct an inspection by providing the Supplier with written documents issued by such governmental authority, upon prior written notice allowing sufficient time for Supplier to accommodate such request which in normal cases shall be at least [***]in advance of the proposed inspection date, to the Supplier with necessary details of such request, inspect Supplier's books and records related to the Vehicles delivered under this Manufacturing Agreement, in order to conduct quality controls and otherwise verify the statements rendered under this Manufacturing Agreement. The parties will agree on a case by case basis and in good faith on which kind of books and records and to which extent such information will be provided. If the review of information in books and records provided by Supplier is not sufficient, then Buyer shall be granted the reasonable right to,

at its own cost and expenses, inspect the Plant under the Supplier's supervision following a plan agreed by the Parties in advance.

- 18.2 Such inspection shall not interfere normal operations of the Supplier, especially the manufacturing Plant, and be made during regular business hours.
- 18.3 In case that the Buyer is not capable to perform inspection by itself due to lack of competence, resources or under Force Majeure circumstances, the Buyer can appoint in writing an independent third party (provided that the Buyer shall always ensure that such third party will comply with Section 25). The Buyer shall inform the Supplier on the proposed independent third party and if there could be any conflict of interest, both Parties shall discuss in good faith and reach a practical solution within fifteen (15) business days from the commencement of the discussion, failing which the Parties shall escalate such issue according to the escalation principles under Section 27.1.
- 18.4 Should Buyer during any inspection find unfulfillment of the requirement or contractual obligation set forth herein, Buyer is entitled to comment on the identified deviations. Supplier shall, upon notice from Buyer, take reasonable efforts to take the actions required in order to fulfil the requirements. In the event the Parties cannot agree upon measures to be taken in respect of the inspection, each Party shall be entitled to escalate such issue to the Steering Committee.
- 18.5 For any inspection, information will be provided to the extent that (i) it is permitted by applicable laws and regulations, especially competition law or any law in relation to data protection law, and (ii) it will not violate any provisions, or result in the breach of, any other contract or agreement to which it is a party or any unilateral commitment or undertaking which is binding on it, especially not breaching a confidentiality obligation contained in a contract between Supplier and anyone other than the Buyer (and Buyer's Affiliates). Should the Supplier become aware of any laws or regulations or contractual obligations that may substantially hinder the aim of this Section 18, it shall discuss with the Buyer and, to the extent practicable and lawful, propose alternative arrangements to allow the aims of this Section 18 to be met.
- 18.6 The Parties acknowledge that the Supplier has additional customers other than the Buyer. It is understood between the Parties that the Buyer's inspection rights under this Section 18 shall not extend to any information relevant for such additional customers.
- 18.7 For the avoidance of doubt, the Parties acknowledge and agree that the Buyer's inspection right set forth in this Section 18 (including the frequency) shall be read and interpreted in conjunction with the substantially same section under the [***] Manufacturing Agreement with the Supplier, for example the aggregated and total maximum frequency for Buyer's inspection right under this Manufacturing Agreement together with the [***] Manufacturing Agreement with Supplier, shall be collectively limited to twice per year.

19. EXIT AND EXIT COSTS

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- 19.1 The Buyer is entitled to terminate this Manufacturing Agreement according to Section 28.1.4, at its own discretion for no cause (the "**Exit**"), and the compensation mechanism should follow the process set out in this Section 19.
- 19.1.1 [***]
- 19.1.2 [***]
- 19.1.3 [***]
- 19.2 [***]
- 19.3 [***]

- 20. [***]
- 20.1 [***] [***]

21. COMPLIANCE WITH LAWS

- 21.1 Supplier shall comply with the applicable laws, rules, and regulations of PRC and all other laws, rules, and regulations of any other jurisdiction in which the Vehicles are to be sold to end customers as duly notified by the Buyer to Supplier by prior written notice when performing supplier's obligations under this Manufacturing Agreement, and Supplier shall obtain necessary permits, licenses, authorisations, and/or certificates that may be required by regulatory or administrative agency in connection with the conduct of its business and its activities under this Manufacturing Agreement.
- 21.2 The Plant undertakes to have a reasonable cyber security production control plan in place and shall provide reasonable evidence to the Buyer upon the Buyer's request that reasonable cyber security controls are applied and implemented by the Plant in due course, all of which shall be in line with requirements of UNECE R155 (Uniform provisions concerning the approval of vehicles with regards to cyber security and cyber security management system).

Notwithstanding the generality of the foregoing, the Supplier shall comply with ISO27000 (information security standards published jointly by the International Organization for Standardization and the International Electrotechnical Commission) to mitigate any risk relating to cyber security for the purpose of performing this Manufacturing Agreement. The Buyer recommends the Supplier to follow and comply with the relevant requirements of IEC62443 (international series of standards that address cybersecurity for operational technology in automation and control systems).

21.3 Supplier shall comply with the anti-bribery and anti-money laundering laws, rules, and regulations of the United States, PRC, and all other laws, rules, and regulations of any other jurisdiction which is applicable to the business and the activities of the Parties under this Manufacturing Agreement, including but not limited to the U.S. Foreign Corrupt Practices Act, Travel Act, Bank Secrecy Act, and PATRIOT Act; the U.K. Bribery Act and Proceeds of Crime Act; and any legislation implementing the United Nations Convention Against

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Corruption, the United Nations Transnational Organized Crime Convention; or the Organization for Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

- 21.4 Supplier has been provided with and reviewed a copy of Polestar's Code of Conduct for Business Partners, attached to this Manufacturing Agreement as Appendix 4, and agrees that it and its officers, directors, and employees shall comply with the provisions of the Polestar's Code of Conduct for Business Partners in connection with the conduct of this Manufacturing Agreement and related activities in connection thereto. Supplier shall promptly notify Polestar if Supplier knows or has reason to believe that a breach of the Polestar's Code of Conduct for Business Partners or any provision of this Section has occurred in connection with this Manufacturing Agreement, or if Supplier or any owner, officer, or director thereof comes under investigation or is convicted of any serious offense (defined as a felony or its equivalent) or if any owner, officer, director, or employee comes under investigation or is convicted of any offense in connection with its business for Polestar.
- 21.5 [***]
- 21.6 [***]
- 21.7 [***]
- 21.8 Supplier shall use commercially reasonable efforts to procure the information from their Component Suppliers and thereafter to provide Polestar such information and documentation necessary or useful for Polestar comply with laws relating to import, export or re-export of goods.
- 21.9 Supplier shall, when performing its obligations under this Manufacturing Agreement, follow all applicable laws and regulations relating to the protection of people's free enjoyment of labour laws, i.e. such national laws regulating working conditions, work place health and safety, discrimination and the right to freedom of association and collective bargaining; internationally recognised human rights contained in the International Bill of

on Economic, Social and Cultural Rights); Ten Principles of the United Nations Global Compact (UNGC) covering human rights, labour standards, the environment and anticorruption; [***]where relevant, United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP); and the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

21.10 In case of conflicts between the Polestar's Code of Conduct for Business Partners and applicable laws and/or regulations, or any other legitimate interest of Supplier and/or its

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Affiliates, or clause in the Main Document of this Manufacturing Agreement, the clauses in the Main Document of the Manufacturing Agreement shall prevail.

22. REPRESENTATIONS

- 22.1 Each Party warrants and represents to the other Party that:
 - (a) it is duly organized, validly existing, and in good standing under the laws of its respective jurisdiction of incorporation or formation, as applicable;
 - (b) it has full corporate power and authority to execute and deliver this Manufacturing Agreement and to perform its obligations hereunder;
 - (c) the execution, delivery and performance of this Manufacturing Agreement have been duly authorized and approved, with such authorization and approval in full force and effect, and do not and will not (i) violate any laws or regulations applicable to it or (ii) violate its organization documents or any agreement to which it is a party; and
 - (d) this Manufacturing Agreement is a legal and binding obligation of it, enforceable against it in accordance with its terms.

23. LIMITATION OF LIABILITY

- 23.1 Neither Party shall be responsible for any indirect, incidental or consequential damage or any losses of production or profit or goodwill loss caused by it under this Manufacturing Agreement.
- 23.2 Without prejudice to Supplier's right under Section 19, and subject to Section 23.1, each Party's aggregate liability for any damage arising out of or in connection with this Manufacturing Agreement shall be limited to [***] RMB per calendar year. For the purpose of this Section 23, the Parties acknowledge and agree that this Section 23.2 and the concept of monetary limitation of liability set forth herein shall be read and interpreted in conjunction with the substantially same section under the [***] Manufacturing Agreement with the Supplier, meaning that the aggregated and total maximum liability for any damage arising out of or in connection with this Manufacturing Agreement *together with* the [***] Manufacturing Agreement with Supplier, shall be collectively limited to the monetary liability caps set forth in this Manufacturing Agreement. Consequently, the total monetary caps under Section 23.2 in this Manufacturing Agreement and the substantially same section under the [***]RMB per calendar year.
- 23.3 The limitations of liability set out in this Section 23.2 shall not apply in respect of damage;
 - a) claims related to death or bodily injury;
 - b) caused by wilful misconduct or gross negligence or;
 - c) caused by a Party's breach of the confidentiality undertakings in Section 25 below or breach of Section 29.9 (Protection of Personal Data).

- 23.4 Liquidated damages payable by the Supplier to the Buyer due to a Delay of delivery of Vehicle in accordance with Section 8.3.4 and Section 8.3.3 shall not be part of or calculated to the headroom of the limitation of liabilities set out in Section 23.2.
- 23.5 Any compensation, indemnification and/or damage paid by Component Supplier or other amount payable to the Buyer shall not be part of or calculated to the headroom of the limitation of liabilities set out in Section 23.2.
- 23.6 Unless otherwise specified under this Manufacturing Agreement (including any Appendix or exhibits) or otherwise agreed by the Parties, any compensation, indemnification and/or damage payable by the Supplier to the Buyer shall not be included to or negatively affect the Vehicle Price.

24. GOVERNANCE AND CHANGES

24.1 Governance

- 24.1.1 The Parties shall act in good faith in all matters and shall at all times co-operate in respect of changes to this Manufacturing Agreement as well as issues and/or disputes arising under this Manufacturing Agreement.
- 24.1.2 The governance and co-operation between the Parties in respect of this Manufacturing Agreement shall primarily be administered on an operational level. In the event the Parties on an operational level cannot agree upon aspects relating to the co-operation between the Parties, each Party shall be entitled to escalate such issue to the Steering Committee.
- 24.1.3 If the Steering Committee fails to agree upon a solution of the disagreement the relevant issue should be escalated to the Strategic Board for decision.

24.2 Changes

- 24.2.1 For any changes or updates of the Technical Specifications after OKtB + 90 days according to change management process set out in the Change Management Agreement or the Service Agreement if the Parties have not yet entered into the Change Management Agreement, to be agreed upon both parties, the Supplier undertakes to immediately incorporate any changes which concluded through the change management process and confirmed by both the Buyer and Supplier upon the Components, Vehicle or manufacturing engineering processes related thereto in accordance with strict batch sequence orders and plans as agreed by the Parties. The Supplier shall bear the costs for all the described work. All related work performed by the Supplier shall be charged back to the Buyer as part of the price for the Vehicle.
- 24.2.2 For any changes or updates of Reserved volumes, the Parties should follow the volume planning procedures attached hereto as Appendix 2 and should be handled in the governance procedures which are set forth in 24.1 above.
- 24.2.3 During the term of this Manufacturing Agreement, each Party can request other changes to this Manufacturing Agreement than what is set forth in section 24.2.1 and 24.2.2, which shall be handled in accordance with the governance procedure set forth in Section 24.1 above. All Parties agree to act in good faith to address and respond to any change request

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within a reasonable period of time. The Parties acknowledge that the other Party will not perform in accordance with such change request until agreed in writing between the Parties. For the avoidance of any doubt, until there is agreement about the requested change, all work shall continue in accordance with the Manufacturing Agreement.

25. CONFIDENTIAL INFORMATION

- 25.1 The Parties shall take any and all necessary measures to comply with the security and confidentiality procedures of the other Parties.
- 25.2 All Confidential Information shall only be used for the purposes comprised by the fulfilment of this Manufacturing Agreement. Each Party will keep in confidence any Confidential Information obtained in relation to this Manufacturing Agreement and will not divulge the

same to any Third Party, unless the exceptions specifically set forth below in this Section 25.2 below apply or when approved by the other Party in writing, and with the exception of their own officers, employees, consultants or sub-contractors with a need to know as to enable such personnel to perform their duties hereunder, as well as with the exception of such personnel of the Parties and its Affiliates with a need to know as for the Parties to perform their duties hereunder and in relation to the operation of the Plant.

- 25.3 This provision will not apply to Confidential Information which the Receiving Party can demonstrate:
 - (a) was in the public domain other than by breach of this undertaking, or by another confidentiality undertaking;
 - (b) was already in the possession of the Receiving Party before its receipt from the Disclosing Party;
 - (c) is obtained from a Third Party who is free to divulge the same;
 - (d) is required to be disclosed by mandatory law, court order, lawful government action or applicable stock exchange regulations; or
 - (e) is developed or created by one Party independently of the other, without any part thereof having been developed or created with assistance or information received from the other Party.
- 25.4 The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the dissemination to Third Parties or publication of the Confidential Information, as the Receiving Party uses to protect its own Confidential Information of similar nature. Further, each Party shall ensure that its employees and consultants are bound by a similar duty of confidentiality and that any subcontractors taking part in the fulfilment of that Party's obligations hereunder, enters into a confidentiality undertaking containing in essence similar provisions as those set forth in this Section 25.2.
- 25.5 Any tangible materials that disclose or embody Confidential Information should be marked by the Disclosing Party as "Confidential," "Proprietary" or the substantial equivalent thereof. Confidential Information that is disclosed orally or visually shall be identified by

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the Disclosing Party as confidential at the time of disclosure, with subsequent confirmation in writing within thirty (30) days after disclosure. However, the lack of marking or subsequent confirmation that the disclosed information shall be regarded as "Confidential", "Proprietary" or the substantial equivalent thereof does not disqualify the disclosed information from being classified as Confidential Information.

- 25.6 If any Party violates any of its obligations described in this Section 25, the violating Party shall, upon notification from the other Party, (i) immediately cease to proceed such harmful violation and take all actions needed to rectify said behaviour and (ii) financially compensate for the harm suffered as determined by an arbitral tribunal pursuant to Section 27.3 below. All legal remedies (compensatory but not punitive in nature) according to law shall apply.
- 25.7 This confidentiality provision shall survive the expiration or termination of this Manufacturing Agreement without limitation in time.

26. GOVERNING LAW

26.1 The interpretation and execution of this Manufacturing Agreement shall be governed by the laws of PRC, without giving regard to its conflict of laws principles.

27. DISPUTE RESOLUTION

27.1 Escalation principles.

27.1.1 In case the Parties cannot agree on a joint solution for handling disagreements or disputes, a deadlock situation shall be deemed to have occurred and each Party shall notify the other Party hereof by the means of a deadlock notice and simultaneously send a copy of the notice to the Steering Committee. Upon the receipt of such a deadlock notice, the receiving Party shall within ten (10) days of receipt, prepare and circulate to the other Party a statement setting out its position on the matter in dispute and reasons for adopting such position, and simultaneously send a copy of its statement to the Steering Committee. Each such statement shall be considered by the next regular meeting held by the Steering Committee or in a forum meeting specifically called upon by either Party for the settlement of the issue.

- 27.1.2 The members of the Steering Committee shall use reasonable endeavours to resolve a deadlock situation in good faith. As part thereof, the Steering Committee may request the Parties to in good faith develop and agree on a plan to resolve or address the breach, to be presented for the Steering Committee without undue delay. If the Steering Committee agrees upon a resolution or disposition of the matter, the Parties shall agree in writing on terms of such resolution or disposition and the Parties shall procure that such resolution or disposition is fully and promptly carried into effect.
- 27.2 If the Steering Committee cannot settle the deadlock within thirty (30) days from the deadlock notice pursuant to Section 27.1.1 above, such deadlock will be referred to the General Counsels of each Party, which shall use reasonable endeavours to resolve the situation in the same way as indicated above. If no Steering Committee has been established between the Parties, the relevant issue shall be referred to the General Counsels of each Party immediately and Section 27.1.2 above shall not apply.

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- 27.2.1 If the General Counsels of each Party cannot settle the deadlock within 30 days from the deadlock notice pursuant to the section above, despite using reasonable endeavours to do so, such deadlock will be referred to the Strategic Board for decision. Should the matter not have been resolved by the Strategic Board within 30 days counting from when the matter was referred to them, despite using reasonable endeavours to do so, the matter shall be resolved in accordance with Section 27.3 below.
- 27.2.2 All notices and communications exchanged in the course of a deadlock resolution proceeding shall be considered Confidential Information of each Party and be subject to the confidentiality undertaking in Section 25 above.
- 27.2.3 Notwithstanding the above, the Parties agree that either Party may disregard the time frames set forth in this Section 27.1 and apply shorter time frames and/or escalate an issue directly to the Strategic Board in the event the escalated issue is of an urgent character and where the applicable time frames set out above are not appropriate.

27.3 Arbitration

- 27.3.1 Any dispute, controversy or claim arising out of or in connection with this Manufacturing Agreement, or the breach, termination or invalidity thereof, shall, be finally settled by arbitration by the China International Economic and Trade Arbitration Committee ("CIETAC"), which shall be held in Shanghai and conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration, whereas the language to be used in the arbitral proceedings shall be English and Chinese. The arbitral tribunal shall be composed of three arbitrators.
- 27.3.2 Irrespective of any discussions or disputes between the Parties, each Party shall always continue to fulfil its undertakings under this Manufacturing Agreement unless an arbitral tribunal or court (as the case may be) decides otherwise.
- 27.3.3 In any arbitration proceeding, any legal proceeding to enforce any arbitration award, or any other legal proceedings between the Parties relating to this Manufacturing Agreement, each Party expressly waives the defence of sovereign immunity and any other defence based on the fact or allegation that it is an agency or instrumentality of a sovereign state. Such waiver includes a waiver of any defence of sovereign immunity in respect of enforcement of arbitral awards and/or sovereign immunity from execution over any of its assets.
- 27.3.4 All arbitral proceedings as well as any and all information, documentation and materials in any form disclosed in the proceedings shall be strictly confidential.

28. TERM AND TERMINATION

28.1 Term and termination

28.1.1 This Manufacturing Agreement shall become effective when signed by duly authorised signatories of each Party and shall, unless terminated in accordance with Section 28.1.2 below, remain in force for a period of seven years after Job1. Should Buyer wish to continue production after seven years following Job1 the Parties shall, in good faith, negotiate a

possible prolongation of this Manufacturing Agreement. This Manufacturing Agreement may be terminated in accordance with what is set out below in this Section 28.1.2 and 28.2.

- 28.1.2 Either Party shall be entitled to terminate this Manufacturing Agreement with immediate effect, in the event;
 - the other Party commits a material breach of the terms of this Manufacturing Agreement, which has not been remedied within forty-five (45) days from written notice from the other Party to remedy such breach (if capable of being remedied); or
 - (b) if the other Party should become insolvent or enter into negotiations on composition with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors.
- 28.1.3 Upon termination in accordance with this Section 28, the Parties should agree on how to handle supply of spare parts for the period after termination.
- 28.1.4 [***].
- 28.1.5 [***]

28.2 Change of Control

28.2.1 A Party shall be entitled to terminate this Manufacturing Agreement in the event that any Change of Control (as defined below) has occurred in the other Party, unless the other Party's prior written consent has been obtained. "Change of Control" means (a) in the case of the Buyer, the Buyer ceasing to be controlled by Polestar Automotive Holding UK PLC or (b) in the case of the Supplier, the Supplier ceasing to be controlled by Geely Auto.

28.3 Consequences of termination

- 28.3.1 Termination of this Manufacturing Agreement shall be without prejudice to the accrued rights and liabilities of the Parties on the date of termination, unless expressly waived in writing by the Parties.
- 28.3.2 Unless otherwise agreed by the Parties, upon expiry or termination of this Manufacturing Agreement, the rights of the Supplier referred to in this Manufacturing Agreement hereof shall cease and the Supplier shall forthwith cease to assemble the Vehicle or any Components thereof.
- 28.3.3 The Supplier shall upon expiry or termination of this Manufacturing Agreement make no further use of the Technical Information and Know-How owned or associated with the Buyer and shall return to the Buyer, at the Supplier's expense, the Technical Information in tangible form and any reproductions or copies thereof or, at the Buyer's option, present acceptable evidence that the same have been completely destroyed.
- 28.3.4 The Supplier shall forthwith take all action necessary to transfer all licenses or registrations issued by the relevant authorities for the Vehicle to the Buyer or is designated Affiliate or

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Third Party, if this is not possible, to arrange for cancellation of such licenses or registrations.

- 28.3.5 Upon termination of this Manufacturing Agreement, the Buyer shall within sixty (60) days after expiry, purchase at Product Price for Factory Complete vehicles, fair market value for components agreed by parties any non-defective Vehicle and/or Components and non-cancellable orders regarding supply to the Buyer.
- 28.3.6 Unless otherwise agreed in this Manufacturing Agreement, neither Party is entitled to claim compensation for goodwill, investments made, indemnities for loss of profit or of clientele, or consequential loss can be claimed by reason of termination of this Manufacturing Agreement.

- 28.3.7 Notwithstanding the foregoing, if the Buyer elects to terminate this Manufacturing Agreement according to Section 19, the consequences set forth under Section 19 shall apply and prevail over other Sections under this Section 28.3 in case of any conflict therebetween.
- 29. MISCELLANEOUS

29.1 Force Majeure

- 29.1.1 Neither Party shall be liable for any failure or delay in performing its obligations under the Manufacturing Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, for example; strikes, lock-outs or other industrial disputes (whether involving its own workforce or a Third Party's), politically enforced decision regarding pandemic isolation, core raw material shortage, governmental behaviour (e.g restriction on supply of electricity, change of laws, regulations and policies), failure of general energy sources or transport network, restrictions concerning motive force, acts of God, war, terrorism, insurgencies and riots, civil commotion, mobilization or extensive call ups, interference by civil or military authorities, national or international calamity, currency restrictions, requisitions, confiscation, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, stroke of lightning, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default or delays of the Plant's suppliers or subcontractors if such default or delay has been caused by one of the foregoing Event.
- 29.1.2 A Party shall not be considered in breach of this Manufacturing Agreement to the extent that such Party's performance of its obligations under this Manufacturing Agreement is prevented by a Force Majeure Event.
- 29.1.3 A non-performing Party, which claims there is a Force Majeure Event, and cannot perform its obligations under this Manufacturing Agreement as a consequence thereof, shall promptly inform the other Party in writing and use all commercially reasonable efforts to continue to perform or to mitigate the impact of its non-performance notwithstanding the

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Force Majeure Event and shall continue the performance of its obligations as soon as the Force Majeure Event ceases to exist.

- 29.1.4 If the consequences of the Force Majeure Event continue for a period of ninety (90) days without a solution acceptable to both Parties which materially affect or jeopardize the performance and/or fulfilment of any material responsibilities and/or liabilities of one Party according to this Manufacturing Agreement, the other Party shall be entitled to terminate this Manufacturing Agreement without accruing any liability for such termination.
- 29.2 Notices
- 29.2.1 All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Manufacturing Agreement must be in legible writing in the English language delivered by personal delivery, facsimile, email transmission or prepaid overnight courier using an internationally recognized courier service and shall be effective upon receipt, which shall be deemed to have occurred:
 - (a) in case of personal delivery, at the time and on the date of personal delivery;
 - (b) if sent by facsimile or email transmission, at the time and on the date indicated on a confirmation of successful transmission page relating to such facsimile transmission or at the time and date indicated on a response confirming such successful email transmission;
 - (c) if delivered by courier, at the time and on the date of delivery as confirmed in the records of such courier service; or
 - (d) at such time and date as delivery by personal delivery or courier is refused by the addressee upon presentation;
- 29.2.2 in each case provided that if such receipt occurred on a non-business day, then notice shall be deemed to have been received on the next following business day; and provided further that where any notice, demand, request or other communication is provided by any party by email, such party shall also provide a copy of such notice, demand, request or other communication by using one of the other methods.

29.2.3	All such notices, dem following addresses:	ands, requests and other communications shall be sent to the
	To the Supplier:	Ningbo Hangzhou Bay Geely Automotive Parts Co., Ltd. Attention: [***] No. 688, Binhai 6th Road, Hangzhou Bay New Area, Ningbo, Zhejiang Province Telephone: [***] Email: [***] With a copy not constituting notice to: Zhejiang Geely Automobile Co., Ltd. Ningbo Hangzhou Bay Factory 35
		Agreement No.: GEE23-016
		Attention: [***] No. 688, Binhai 6th Road, Hangzhou Bay New Area, Ningbo, Zhejiang Province Telephone: [***] Email: [***] With a copy not constituting notice to: Shanghai Global Trading Corporation [***]No. 87 Qianyang Road, Putuo District, Shanghai Telephone: [***] Email: [***]
	To the Buyer:	Polestar Performance AB Attention: [***] Polestar HQ, Assar Gabrielssons Väg 9, 418 78 Göteborg Email: [***] With a copy not constituting notice to: Polestar Performance AB] Attention: Legal Department Polestar HQ, Assar Gabrielssons Väg 9, 418 78 Göteborg Email: [***]

29.3 Assignment

Neither Party may, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under this Manufacturing Agreement without the other Party's prior written consent.

29.4 Waiver

Neither Party shall be deprived of any right under this Manufacturing Agreement because of its failure to exercise any right under this Manufacturing Agreement or failure to notify the infringing party of a breach in connection with the Manufacturing Agreement. Notwithstanding the foregoing, rules on complaints and limitation periods shall apply.

29.5 Severability

In the event any provision of this Manufacturing Agreement is wholly or partly invalid, the validity of the Manufacturing Agreement as a whole shall not be affected and the remaining provisions of the Manufacturing Agreement shall remain valid. To the extent that such

invalidity materially affects a Party's benefit from, or performance under, the Manufacturing Agreement, it shall be reasonably amended.

29.6 Entire agreement

All arrangements, commitments and undertakings in connection with the subject matter of this Manufacturing Agreement (whether written or oral) made before the date of this Manufacturing Agreement are superseded by this Manufacturing Agreement and its Appendices.

29.7 Amendments

Any amendment or addition to this Manufacturing Agreement must be made in writing and signed by the Parties to be valid.

29.8 Survival

If this Manufacturing Agreement is terminated or expires pursuant to Section 28 above, Section 13 (Vehicle lifetime rectification assistance), Section 14 (Product Liability), Section 15.3 (Document retention policy), Section 17 (Trademarks and intellectual property Right), Section 23 (Limitation of Liability), Section 25 (Confidential Information), Section 26 (Governing Law), Section 27 (Dispute Resolution), Section 28.3 (Consequences of termination), Section 29.9 (Protection of Personal Data) as well as this Section 29.8 and other Sections hereof which by their nature are intended to survive, shall survive any termination or expiration and remain in force as between the Parties after such termination or expiration.

29.9 Protection of Personal Data

The Parties shall conduct any processing of Personal Data in compliance with applicable national, federal, state, and international laws and regulations relating to such Personal Data now or hereafter in effect. The Parties acknowledge that the intention is that neither Party will process Personal Data on behalf of the other Party under or in connection with this Manufacturing Agreement.

Notwithstanding this Section 29.9 if either Party anticipates that a Party will process Personal Data on behalf of the other Party in connection with this Manufacturing Agreement, that Party shall promptly notify the other Party of that fact. To the extent necessary, the Parties to this Manufacturing Agreement shall then negotiate in good faith amending this Manufacturing Agreement to permit the processing of Personal Data is performed in a way that complies with applicable laws, and neither Party shall process Personal Data on behalf of the other until this Manufacturing Agreement has been so amended or supplemented.

[SIGNATURE PAGE FOLLOWS]

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This Manufacturing Agreement has been signed in Ten (10) originals, of which the Buyer has received one (1) and the Plant, Catalogue company, and Export company have received three (3) originals each.

POLESTAR PERFORMANCE AB	NINGBO HANGZHOU BAY GEELY AUTOMOTIVE PARTS CO., LTD.
By: /s/ Dennis Nobelius	By: /s/ Chunlin Zhao

Printed Name: Dennis Nobelius

Title: COO

Printed Name: Chunlin Zhao

Title: General Manager

Date: July 4, 2023	Date: 2023.7.24
By: /s/ Anna Rudensjö	Ву:
Printed Name: Anna Rudensjö	Printed Name:
Title: General Counsel	Title:
Date: July 6, 2023	Date:
ZHEJIANG GEELY AUTOMOBILE CO., LTD. NINGBO HANGZHOU BAY FACTORY	SHANGHAI GLOBAL TRADING CORPORATION
By: /s/_Chunlin Zhao	By: /s/ Yinghui Xiong
Printed Name: Chunlin Zhao	Printed Name: Yinghui Xiong
Title: General Manager	Title: Operation Director
Date: 2023.7.24	Date: 2023.7.17
Ву:	Ву:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
	38

Agreement no.: GEE23-16

APPENDIX 1

[***] PRICING PRINCIPLES AND PROCEDURES

1.1.1. [***]

1.2. [***]

APPENDIX 2

VOLUME PLANNING PROCEDURES

1. [***]

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[***]

Appendix 4

1

POLESTAR

CODE OF CONDUCT FOR BUSINESS PARTNERS

Polestar Legal is responsible for ensuring that the latest version of this Code of Conduct for Business Partners is published and available for all employees on the Polestar intranet. The original language of this document is English.

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PURPOSE

This Code of Conduct for Business Partners (the "**Code**") articulates a vision of responsible business behaviour and sets forth the business principles that Polestar¹ requires all its Business Partners to abide by in the course of their business relationship with Polestar.

The term "Business Partner" covers any person or entity (including its directors, officers and employees) that Polestar does business with, including but not limited to organisations that supply goods or services to Polestar, or that sell Polestar products and services, and representatives who conduct business on Polestar's behalf.

PRINCIPLES

Polestar is committed to responsible business and intends to demonstrate this commitment to integrity, business responsibility and trust throughout its value chain.

Therefore, Polestar expects the same level of commitment from its Business Partners. By entering into a business relationship with Polestar and during the term of this business relationship, Business Partners are required to:

- conduct their business in compliance with applicable laws and regulations (which requires Business Partners to maintain awareness regarding these laws and regulations) and with the principles stated in this Code; and
- ensure that their employees and subcontractors are made aware of and comply with applicable laws and regulations and with the principles set forth in this Code; in particular, Business Partners are expected to choose the suppliers they retain in relation with Polestar business with appropriate due diligence, communicate the principles set out in this Code (or equivalent principles) to their suppliers and ensure compliance with these principles.

This Code covers Polestar's requirements and expectations on its Business Partners when it comes to protecting working conditions and human rights, caring for the environment and doing business with integrity (including a zero tolerance policy for bribery and corruption).

There may be instances when the principles set forth in this Code differ from local law or customs in a particular country. If that is the case, and local law or customs impose higher standards than those set out in this Code, local law and customs should always apply. On the other hand, if this Code provides for a higher standard, the Code should prevail, unless this results in illegal activity.

This Code includes requirements that are based on internationally recognized principles that Polestar strongly supports, such as:

 internationally-proclaimed human rights conventions, in particular the International Bill of Human Rights, the eight core conventions of the International Labour Organization² and Article 32 of the

¹ "Polestar" means Polestar Automotive (Shanghai) Co., Ltd. and its subsidiaries (i.e. all persons and entities directly or indirectly controlled by Polestar Automotive (Shanghai) Co., Ltd., where control may be by management authority, equity interest or otherwise).

² International Labour Organization conventions numbers 29, 87, 98, 100, 105, 111, 138 and 182.

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United Nations Convention on the Rights of the Child, as well as the United Nations Guiding Principles on Business and Human Rights;

 the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the OECD Guidelines for Multinational Enterprises.

POLESTAR'S EXPECTATIONS FROM ITS BUSINESS PARTNERS

Business Partners are required to meet *all* of the following requirements in the course of their business relationship with Polestar, and we expect them to be managed professionally and systematically.

A. Working Conditions and Human Rights

Polestar expects its Business Partners to:

- provide their employees with working conditions that are in line with international labour standards, in particular with the eight core conventions of the International Labour Organization; and
- respect and promote internationally proclaimed principles for human rights, including children's rights.

Polestar supports the requirements of the International Labour Organization (ILO) and expects its Business Partners to adhere to and respect the ILO standards.

Child Labour

Business Partners shall work to prevent all forms of child labour. Under no circumstances should employment be offered to a person younger than 15 years of age (or 14 where the national law so allows) or younger than the countries legal minimum age, if higher than 15.

Forced Labour

There can be no forced labour of any kind relating to Polestar's business, products and services. Therefore, Business Partners must not use forced labour, regardless of its form. This prohibition includes debt bondage, trafficking and other forms of modern slavery.

Terms of Employment

Business Partners must guarantee that the working conditions for their employees comply with all applicable legal requirements. In addition, each employee should have the right to receive written information, in a language that they can easily understand, specifying their terms of employment.

Wages and benefits

Business Partners shall pay employees wages and benefits that meet or exceed the legal minimum standards, collective bargaining agreements or appropriate prevailing industry standards, whichever is higher.

Deductions are accepted only in accordance with applicable law, regulations and collective bargaining agreements. Deductions from wages as a disciplinary measure shall not be permitted.

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Information about wages and benefits must be available to all employees, in a language that they can understand, timely and in accordance with applicable laws.

Polestar recommends its Business Partners to provide their employees with a total compensation that is adequate to cover basic needs and enable a decent standard of living. Business partners are also recommended to systematically strive to ensure fair wages.

Working Hours

Business Partners must comply with applicable legislation regarding working hours (including but not limited to overtime and overtime compensation) and rest rules.

Freedom of Association and Collective Bargaining

Business Partners shall respect the rights of their employees to lawfully form, join or exclude themselves from employer-employee relationship-related associations and to bargain collectively, where permissible by local laws. Business Partners must also ensure that employees are given the opportunity to discuss their working conditions with management without fear of retaliation.

Health and safety

Safety should always be one of the most important factors in any decision. Business Partners must at all times provide and maintain a safe and healthy working environment that meets, and preferably exceeds, applicable standards and legal requirements.

Non-Discrimination and Equal Opportunities

Business Partners must not engage in any form of discrimination based on gender, ethnicity, religion, age, disability, sexual orientation, nationality, political opinion, union affiliation, social background or other characteristics protected by applicable law. All employees must be treated with respect, dignity and common courtesy.

B. Caring for the Environment

Business Partners must ensure that they comply with all applicable environmental laws and regulations. In addition, Business Partners are expected to support Polestar's commitment to protecting the environment and limiting our overall environmental impact throughout the value chain. This involves taking a proactive approach towards reducing the environmental footprint of their operations, products and services, including through reducing emissions and conserving resources. In this respect, Business Partners are expected to support the move towards a circular economy. They are also expected to put similar environmental expectations on their own supply chain.

General expectations

Business Partners are expected to have:

 an environmental management program, which monitors the use of resources to ensure efficiency; identifies and mitigates any related risks; and allows them to continuously improve their environmental performance;

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- an open dialogue with Polestar on environmental matters, and cooperate with them to improve our, as well as their own, performance. Business Partners should also be transparent and provide Polestar with any necessary environmental data, when requested;
- procedures in place to manage environmental performance of own business partners;
- procedures in place to communicate environmental performance with relevant stakeholders and affected parties, when applicable.

Environmental impact of Business Partners' operations

Where relevant, Business Partners are expected to perform activities that aim at reducing their environmental impact, including but not limited to:

- Reducing Greenhouse Gas Emissions occurring in their own operations, as well as their wider value chain;
- Increasing energy efficiency and their use of renewable energy;
- Air quality control & emissions management;
- Supporting the reduction of waste, through reuse & recycling, and the provision of sustainable material;
- Water quality & consumption management;
- Ensuring the safe management of chemicals used in operations and products.

Responsible Sourcing of Minerals and Metals

Business Partners are expected to use only minerals and metals that have been extracted and traded in such a way that does not contribute to human rights abuses, unethical business conduct (e.g. corruption), environmental damage or funding for conflicts. Business Partners are expected to ensure that they and their suppliers exercise due diligence within their operations to ensure metals and minerals are responsibly sourced and traded. They should make available these due diligence measures to Polestar upon request. Business Partners are also required to fully support and cooperate with Polestar's efforts to secure full transparency and traceability of their 3TG and cobalt supply chain.

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Precautionary Principle

Polestar also expect Business Partners to always apply the precautionary principle, which means that they are expected to always take precautionary measures whenever there is reason to believe that a potential action may negatively impact the health or safety of a person, society or the environment.

C. Business Integrity

As the business relationship between Polestar and its Business Partners must be based on trust, transparency, honesty and accountability, Business Partners are expected to conduct their business ethically and with the utmost integrity, which includes:

Anti-Corruption

Business Partners and their subcontractors must conduct their operations and transactions in compliance with applicable laws and regulations relating to anti-bribery and anti-corruption. In line with Polestar's zero tolerance for bribery and corruption, Business Partners and their subcontractors shall never engage in, or tolerate, any act or omission that could possibly be construed as a form of bribery or corruption.

Consequently, Business Partners must ensure that they do not offer or receive any form of inappropriate benefit (gift, favour or hospitality)³ with the intention to improperly influence a business decision, whether it involves government officials or private individuals. Business Partners are encouraged to pay particular attention to the following situations that are usually considered more risky when it comes to bribery and corruption:

- interactions with public officials: certain stricter rules apply when dealing with public officials; for example, facilitation payments are always forbidden;
- use of intermediaries, in particular agents: many cases of bribery involve third party intermediaries (sales consultants, agents, brokers, etc.) that may use part of their remuneration to provide bribes; intermediaries must be chosen on the basis of appropriate selection criteria and due diligence;
- donations to charity, associations or political parties and sponsoring activities: these activities can be routes for bribery and corruption.

As a principle, Polestar expects its Business Partners to refrain from providing gifts, favours or hospitality to Polestar directors, officers and employees. In all cases, social amenities offered by Business Partners to Polestar employees:

- cannot be intended to improperly influence the recipient's business judgement or create the appearance of doing so;
- must be customary and appropriate business courtesies, i.e. they should not embarrass Polestar or harm its reputation;
- must be reasonable in value and frequency.

³ The notion of inappropriate benefit includes, but is not limited to such as monetary gifts, monetary loans, pleasure trips or vacations, luxury goods, concealed commissions or kickbacks.

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Should a Polestar employee ask for any improper payment or incentive in breach of this Code, Business Partners are expected to notify Polestar in accordance with section E below, even if the request is denied.

Business Partners are also expected to ensure that all of their reports, records and invoices are accurate and complete, and that they contain no false or misleading information.

Conflict of Interest

Any situation that may involve a conflict of interest, or the appearance of a conflict of interest, between Polestar and its Business Partners must be avoided: the professional judgement, performance or decision-making ability of an employee of Polestar or of the Business Partner must remain independent from considerations that do not involve the business at hand and cannot be (or seem to be) influenced by private interests.

Consequently, the interest of Polestar and/or the Business Partner on the one hand and the personal interests of their respective employees (or those of a relative, a friend or a close relation) on the other hand must be kept separate.

Business Partners are expected to notify Polestar in accordance with section E below if:

- a Business Partner's director, officer or employee (or any of their relatives) has a personal relationship (e.g., is a family member or a friend) with a Polestar employee who is in a position to make (or influence) decisions which may benefit the Business Partner's business; or
- an employee of Polestar (or their family members) has any sort of involvement in, or financial ties with, a Business Partner.

Similarly, Polestar employees are required to disclose to their manager any potentially conflicting relationship with, and/or interest in, a Business Partner before making a business decision or recommendation regarding said Business Partner.

Fair Competition and Business Practices

Polestar strives to act at all times as a fair and responsible market participant and expects the same from its Business Partners. Thus, Business Partners are required to comply with applicable competition laws and regulations (also referred to as anti-trust laws).

In particular, Business Partners must refrain from entering into any understanding or agreement that would hinder competition either with their competitors or with their own business partners. This applies to any arrangement that influences prices, terms of sales (including discounts), strategies or customer relations, markets, market shares, customers or territories (particular care is expected regarding the participation of Business Partners in tender procedures). This also applies to the exchange of sensitive information⁴ or to any other conduct that unlawfully restricts or may restrict competition.

Should a Business Partner have interactions with a competitor of Polestar, the Business Partner must not share any of Polestar's sensitive information with the competitor and vice versa, even via third parties.

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Business Partners are also expected to compete fairly and ethically for all business opportunities. They must ensure that all statements, communications and representations to Polestar are accurate and truthful.

Trade Sanctions and Export Control

When conducting business with Polestar, Business Partners are required to comply with all trade sanctions that are applicable to Polestar and with all relevant export control laws and regulations.

Trade sanctions restrict trade and financial transactions with certain countries, companies, organizations and individuals, while export controls restrict the export and re-export of certain "controlled" goods, software, and technology without the required licenses or other authorization from the relevant authority. Violation of these rules may expose Polestar to significant penalties and

⁴ Examples of "sensitive information" include (but are not limited to) non-public information on prices, costs, profit margins, sales plans, capacity utilization, product plans and market shares.

other adverse consequences.

Furthermore, Business Partners must (as applicable):

- not (a) be designated as a Listed Person⁵ or (b) engage in any conduct that could reasonably be expected to cause them to be designated as a Listed Person;
- refrain from (a) conducting any business activity, directly or indirectly, with any Listed Person, including by supplying to Polestar items sourced from a Listed Person, (b) conducting any business activity prohibited or restricted under trade sanctions or export control laws applicable to Polestar, or (c) engaging in any transaction that evades, or attempts to violate restrictions under any trade sanctions or export control laws applicable to Polestar;
- ensure that Polestar's products and services are not sold, or in any other way made available, to a comprehensively sanctioned country or territory or to a Listed Person;
- maintain necessary export or re-export licenses or other authorizations for all goods, software and technology supplied to Polestar; and
- provide to Polestar all information and documentation necessary to support Polestar's compliance with relevant export controls when exporting or re-exporting goods, software or technology.

Protecting Polestar's Confidential Information and Intellectual Property

Polestar may share confidential information and/or intellectual property elements with its Business Partners in the course of their business relationship.

Business Partners are required to handle Polestar's confidential information in accordance with the confidentiality provisions in place and in particular:

- protect Polestar's confidential information from improper disclosure, theft or misuse by taking all
 adequate steps to safeguard such confidential information;
- only disclose Polestar's confidential information to their directors, officers and employees with a legitimate "need to know";

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- not to share Polestar's confidential information with a competitor of Polestar, unless Polestar has given prior written consent;
- report in accordance with section E below any loss of, or unauthorized access (by a director, officer or employee who does not have a need-to-know or a third party) to Polestar's confidential information; and
- at the end of the business relationship, handle confidential information in accordance with the confidentiality provision in place and recognize that confidentiality obligations survive the end of the business relationship.

If they have access to Polestar's intellectual property in the course of the business relationship, Business Partners are required to handle such intellectual property in the same way and in particular protect it from improper disclosure, theft or misuse at all times.

Data Protection

Business Partners are required to comply with applicable data protection laws and regulations (also referred to as privacy laws) when processing Personal Data in relation to their business with Polestar.

"**Personal Data**" is defined as any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as: a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

In addition, Business Partners performing a processing activity on behalf of Polestar are required to comply with the agreed upon specific contractual provisions. In particular, Business Partners have a responsibility to protect personal data from improper disclosure, theft or misuse at all times and must immediately report to Polestar any incident that involves Polestar Personal Data.

D. Audit right

In addition to any audit right set out in any agreement entered into with Polestar, Business Partners agree:

⁵ "Listed Person" means (i) any individual, company, entity or organization designated for trade sanctions or export control restrictions on a list published by the EU, US, UN or other relevant country or authority, or otherwise subject to such trade sanctions or export control restrictions, and (ii) companies, entities or organisations that are owned 50 percent or greater by any combination of Listed Persons, or controlled by a Listed Person.

- that Polestar (either directly or through an independent third party appointed for that purpose) may verify and assess their compliance with this Code by conducting an audit at any time, subject to prior written notice. If Polestar reasonably believes that prior notice will interfere with Polestar verifying whether the Business Partner has complied with its obligations or undertakings under the Code, Business Partner will permit an audit without prior notice.
- to provide Polestar with all relevant information and allow Polestar and its representatives access to their premises for the purpose of performing such audit.

E. Reporting and Cooperation

Polestar encourage Business Partners to ask questions regarding this Code and are required to promptly raise concerns in case of suspected non-compliance with applicable laws and regulations, or with the requirements under this Code.

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Concerns may be reported to Polestar's Reporting line SpeakUp at <u>https://www.speakupfeedback.eu/web/polestarexternal</u>. Reports can be submitted anonymously if wished. The SpeakUp reporting line is managed by the Polestar Legal Counsel Compliance & Ethics who will determine and lead the investigations required. If they have decided not to remain anonymous, the identity of the reporter, will be kept confidential to the fullest extent possible.

Business Partners are expected to collaborate with Polestar in case of investigation and are expected to not retaliate against anyone who reports suspected business misconduct.

F. Consequences of violations

Business Partners agree that a breach of any of their obligations or undertakings under this Code is a material breach of contract, and may (in Polestar's sole discretion) result in:

- the Business Partner having to take necessary remedies, including to pay damages and implementing appropriate corrective actions within a reasonable time, so as to remedy the violation and to prevent similar occurrences in the future; and
- Polestar taking actions against the violating Business Partner, up to immediate termination of the business relationship, upon written notice to the Business Partner.

Polestar

POLESTAR'S LEGAL DEPARTMENT MAY BE CONTACTED IN ANY OF THESE WAYS:

* Email:

Legal Department: legal@polestar.com

* Postal mail:

Polestar Legal Department Assar Gabrielssons Väg 9 SE-405 31 Göteborg, Sweden

VIOLATION OF THIS CODE OF CONDUCT CAN BE REPORTED VIA

HTTPS://WWW.SPEAKUPFEEDBACK.EU/WEB/POLESTAREXTERNAL



This Code shall not be construed as an employment contract and does not give anyone any right to continued employment by Polestar.

Published by: Polestar Legal in June 2021

QUALITY PROTOCOL

Appendix 5

2023-06-08

[***]

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Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

AMENDMENT AGREEMENT 2 TO [***]PROTOTYPE SUPPLY AGREEMENT

This Amendment Agreement 2 to the [***]Prototype Supply Agreement (GEE22-001) ("Amendment 2") is among:

- Asia Europe New Energy Vehicle Manufacturing (Chongqing) Co., Ltd., Reg. No.
 91500000MA614ANX4E a corporation organized and existing under the laws of People's Republic of China (the "Seller" or "AECQ");
- (2) Polestar Performance AB, Reg. No. 556653-3096 a corporation organized and existing under the laws of Sweden (the "Buyer" or "PPAB");
- (3) Polestar Automotive (Chongqing) Co., Ltd., 91500000MA61BD5F9T, a corporation organized and existing under the laws of People's Republic of China (the "PSCQ");
- (4) Polestar Automotive China Distribution Co., Ltd. Shanghai Polestar Automotive Research and Development Branch, Reg. No. 91310104MACSAWYX18, a corporation incorporated under the laws of People's Republic of China ("PACD-R&D Branch"), and
- (5) **Polestar Automotive China Distribution Co., Ltd., Reg. No 91510112MA6D05KT88**, , a corporation organized and existing under the laws of People's Republic of China ("PACD").

Each of Seller, Buyer, PSCQ, PACD–R&D Branch and PACD is hereinafter referred to as a "**Party**" and jointly as the "**Parties**".

BACKGROUND

- A. The Parties have entered into a supply agreement for VP prototype for Polestar vehicle program [***](previous internal program number[***]) the [***] Prototype Supply Agreement (GEE22-001) on 26 July 2022 (the "Agreement") and an amendment agreement 1 to the Agreement (GEE22-007) on 3 February 2023 (the "Amendment 1").
- B. The Parties now wish to amend the Agreement to the extent set out below.
- C. Now, therefore, the Parties agree as follows:

1. SCOPE OF AMENDMENT

1.1 The Agreement will be deemed amended to the extent herein provided and will, except as specifically amended, continue in full force and effect in accordance with its original terms. In case of any discrepancy between the provisions of this Amendment 2 and the Agreement or the Amendment 1, the provisions of this Amendment 2 shall prevail. Any definitions used in this Amendment 2 shall, unless otherwise is stated herein, have the respective meanings set forth in the Agreement.

Agreement no.: GEE23-017

1.2 The amendments to the Agreement and Amendment 1 as stated in Section 2 below shall come into force on 1 June 2023 with a retrospective effect as applicable.

2. AMENDMENTS

- 2.1 The Parties have agreed that PACD–R&D Branch and PACD should be added as a party to the Agreement and the Amendment 1.
- 2.2 The Parties have agreed that PACD-R&D Branch and PACD should each be able to act as a buyer under the Agreement and the Amendment 1 and be allowed to order and purchase Prototypes on the terms set-out in the Agreement and the Amendment 1.
- 2.3 PACD-R&D Branch and PACD hereby agrees to perform the Agreement and the Amendment 1, as the Buyer, and to accept and assume all rights and obligations, both accrued and future, of the Buyer under the same.

3. GENERAL PROVISIONS

- 3.1 This Amendment 2 is and should be regarded and interpreted as an amendment to the Agreement. The validity of this Amendment 2 is therefore dependent upon the validity of the Agreement.
- 3.2 No amendment of this Amendment 2 will be effective unless it is in writing and signed by the Parties. A waiver of any default is not a waiver of any later default and will not affect the validity of this Amendment 2.
- 3.3 Except as amended under this Amendment 2, all provisions of the Agreement shall remain in full force and effect.
- 3.4 Sections 14 and 15 of the Agreement shall apply to this Amendment 2 as well.
- 3.5 The Parties may execute this Amendment 2 in counterparts, including electronic copies, which taken together will constitute one instrument.
- 3.6 This Amendment 2 has been signed in eight (8) originals of which PPAB, PSCQ, PACD and PACD R&D-Branch have received one (1) each, and AECQ has received four (4).

[SIGNATURE PAGE FOLLOWS]

Agreement no.: GEE23-017

ASIA EUROPE NEW ENERGY VEHICLE MANUFACTURING (CHONGQING) CO., LTD.,	POLESTAR PERFORMANCE AB
By: Xiang Zhou By: Anna R	Rudensjö
Printed Name: Xiang Zhou Printed	Name: <u>Anna Rudensjö</u>
Title: _AECQ project deputy general manager	Title: <u>General Counsel</u>
Date:2023.11.24 Date:	2023.11.09
Ву:	By: Ola Sjölander
Printed Name:	Printed Name: <u>Ola Sjölander</u>
Title:	Title: <u>Commercial Controller</u>
Date:	Date: 2023.11.10
CO., LTD.,	POLESTAR AUTOMOTIVE CHINA DISTRIBUTION CO., LTD. SHANGHAI POLESTAR AUTOMOTIVE RESEARCH AND DEVELOPMENT BRANCH,
By: Chen Yong By:	Christian Thalén
Printed Name: Chen Yong Printed Name: _	Christian Thalén
Title: Legal representative	Title: Authorized representative

Date:	2023.11.30	Date: _	2032.12.01
Ву:			Ву:
Printed N	ame:		Printed Name:
Title:			Title:
Date:			Date:

POLESTAR AUTOMOTIVE CHINA DISTRIBUTION CO., LTD.,

By: <u>Wu, Huijing</u>

Printed Name: <u>Wu, Huijing</u>

Title: General Manager

Date: 2023.12.01

Ву: _____

Printed Name: _____

Title:_____

Date: _____

[***]PROTOTYPE SUPPLY AGREEMENT APPENDIX 1 LIST OF PROTOTYPES AND PRICE

1. GENERAL

1.1 This Specification is a part of this [***]Prototype Supply Agreement executed between Parties. This Specification contains the List of components, prices and payment terms.

2. DEFINITIONS

2.1 Any capitalized terms used but not specifically defined herein shall have the meanings set out for such terms in the Main Document. In addition, the capitalized terms set out below in this Section 2 (if any) shall for the purposes of this Appendix 1 have the meanings described herein. All capitalized terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

"RMB" means Renminbi, the lawful currency of the PRC.

3. LIST OF COMPONENTS

3.1 [***]VP Prototypes (including VP1, VP2 and TT0)

- [***]Complete VP Prototype [***]
- [***]VP body Prototypes
- VP Prototype components
- VP Prototype spare parts
- 3.2 In addition to the VP prototypes listed in Section 3.1 above the Buyer may call of up to an additional [***]TT0 [***]Complete VP Prototype[***]and an additional [***]TT0 VP Body Prototypes.

4. DELIVERY TIMING

Phase	Software	MRD	Build Start	Last car sign-off	[***]Units	VP Bodies/Units
VP1	Ship without software	[***]	[***]	[***]	[***]	[***]
VP2	Ship without software	[***]	[***]	[***]	[***]	[***]
тто	Ship with software	[***]	[***]	[***]	[***]	

5. PRICE

5.1 The Price for the Prototypes, bodies, components and spare parts at the agreed Shipping Terms will be determined on "arm's length terms" applying the cost plus method, i.e. mark-up. The mark-up shall be based on the latest available benchmarking study. The mark-up applied is [***]%.

Agreement no.: GEE23-017

- 5.2 [***]
- 5.3 [***]In the event that the VP Prototype plan of this Appendix 1 is changed the Parties agree that the cost and [***] amounts in Section 5.2. of this Appendix shall be reviewed by the Parties. Further, the Buyer shall reimburse Seller all reasonable proven costs incurred by Seller due to such change, which is not reflected in the foregoing cost and [***] amount agreed between the Parties, including but not limited to the cost of operation, labor cost, supplier's cost and claim, etc. However, Seller will take reasonable measures, within its control, to mitigate such cost.

6. PAYMENT TERMS

6.1 Collar will invoice Buyer in the form of invoice as agreed by Buyer and Collar when the

- Prototype has been delivered in accordance with Section 4.2 of Main Document. Invoices may be generated electronically; provided however that Buyer may request hard-copy summary invoices that total batches of individual invoices over a specified period, in order to satisfy VAT and Customs reporting requirements.
- 6.2 Payment terms are [***] days net after date of invoice. Buyer will pay Seller for the invoice in accordance with that.
- 6.3 Payment of all invoiced amounts will be in RMB or such other currency as Buyer and Seller may agree, and against an invoice issued to Buyer by Seller.
- 6.4 VAT is chargeable on all invoiced amounts only where required by applicable law and shall be borne by the Buyer. Buyer may appoint an Affiliate or Third Party to handle the requisite VAT registration and recovery.
- 6.5 If Payment made later than the due date will automatically be subject to interest for late payments for each day it is not paid and the interest shall be [***]% per annum.
- 6.6 If Buyer is in default in making any payment, Seller may postpone its obligations under this Agreement until payment is received. Any postponement or termination of Seller's obligations under this Agreement shall have no effect on Sellers's obligations or commitments under any other agreement or understanding between the Parties.

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

SERVICE AGREEMENT MAIN DOCUMENT

Name of Project: [***]Development

Short description of activities under this Service Agreement: The Service Provider will provide certain consulting, supporting and development services for the [***]project hereinafter referred to as "[***]project".

This Service Agreement is between

Zhejiang ZEEKR Automobile Research & Development Co., Ltd, Reg. No. 91330206MA7BGT1K6K, a limited liability company incorporated under the laws of People's Republic of China ("Service Provider" or "Zeekr"), and

Polestar Performance AB, a limited liability company incorporated in Sweden under company registration number 556653-3096 ("**Purchaser**" or "**Polestar**")

Each of Service Provider and Purchaser is hereinafter referred to as a "Party" and jointly as the "Parties".

BACKGROUND

- A. The Parties have determined that Service Provider shall provide to Purchaser certain Services (refer to the working content and the role of ZEEKR as defined in Appendix 1-b), which are further described in the Service Specification in Appendix 1. The provision of the Services shall be performed in accordance with the terms in this service agreement and its appendices (the "Service Agreement").
- B. Purchaser now wishes to enter into this Service Agreement for the purpose of receiving the Services and Service Provider wishes to provide the Services in accordance with the terms set forth in this Service Agreement.
- C. The Parties acknowledge and agree to enter into a separate agreement for the services connected to [***]starting [***]and, unless the Parties agree otherwise, until [***], except for what has been defined in this Service Agreement.
- D. In light of the foregoing, the Parties have agreed to execute this Service Agreement.

AGREEMENT

1. GENERAL

This Service Agreement consists of this main document (the "Main Document") and its appendices. This Main Document sets out the specific terms in respect of the provision of the Services, whereas <u>Appendix 2</u> sets out certain general terms and conditions applicable

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to the Parties' rights, obligations and the performance of the Parties' activities hereunder (the "General Terms").

All capitalized terms used, but not specifically defined in this Main Document, shall have the meaning ascribed to them in the General Terms.

2. SERVICE SPECIFICATION

The Parties have agreed upon the scope and specification for the Services as specified in the Service Specification in <u>Appendix 1</u>.

The services will be conducted in China and Sweden.

3. AFFILIATE

Affiliate chall for the nurnoce of this Service Agreement have the following meaning-

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"Affiliate" means (i) for Purchaser, any other legal entity that, directly or indirectly, is controlled by or is under common control with Polestar Performance AB and (ii) for Service Provider any other legal entity that, directly or indirectly, is controlled by or is under common control with Zhejiang ZEEKR Automobile Research & Development Co., Ltd. Control for this purpose means the possession, directly or indirectly, by agreement or otherwise, of (i) at least 50% of the voting stock, partnership interest or other ownership interest, or (ii) the power (a) to appoint or remove a majority of the board of directors or other governing body of an entity, or (b) to cause the direction of the management of an entity.

4. INTELLECTUAL PROPERTY RIGHTS

The Parties agree that the Purchaser shall be the exclusive owner of all Results (as defined in the General Terms in Appendix 2) developed through the performance of the Services in accordance with what is set forth in Section 5.2.1 in the General Terms and shall thus be deemed the Results Owner (as defined in the General Terms in Appendix 2).

5. SERVICE CHARGES

In consideration of Service Provider's performance of the Services under this Service Agreement, Purchaser shall pay to Service Provider the service charges as further described below (the "Service Charges").

The Service Charges is [***]based on the agreed hourly rates and the estimated hours required for the Services to be performed by Service Provider as set forth in the Service Specification in Appendix 1.

The agreed [***]Service Charges for the services included in Appendix 1a, which excludes the direct R&D cost of sample parts and EE tools in Appendix 1a section 2-a, is [***]CNY.

The fee for Samples parts and EE Tools included in Appendix 1a section 2-a will be charged at actual cost with an arms-length mark-up. In the event that the actual costs for EE Tools and Sample parts exceeds the estimated cost of [***]CNY, Service Provider will continue its work only upon a written agreement between the parties where Purchaser confirm the additional costs.

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The Service Charges and the fee for Sample parts and EE tools shall be paid in the currency: CNY.

6. PAYMENT

If Service Provider, pursuant to the General Terms, appoints its Affiliates and/or subcontractors to perform the Services under this Service Agreement, Service Provider shall include the costs relating to such work in the invoices to Purchaser.

The Service Charges for costs until [***] (Appendix 1a, exclude section 1-b2 and 2-c) shall be invoiced at [***].

The Service Charges for costs until [***] (Appendix 1a, section 1-b2 and 2-c) shall be invoiced at [***].

The Service Charges regarding the services that will be provided up until [***] (Appendix 1a, section 1-d, ZID) shall be invoiced at [***], at [***], and [***].

No.	Timing of invoicing – [***]	Service Item	Amount (CNY) ([***]for each item except CEVT & ZID work)
1.	[***]	Appendix 1a: 1-a, 1-b1, 1-c1, 1- c2, 1-e, 1-f, 1-g, 2- b, 1-d [***]	[***]
2.	[***]	Appendix 1a: 1-b2, 2-c	[***]
3.	[***]	Appendix 1a:	[***]

4.	[***]		Appendix 1a:	[***]
			1-d [***]	
Grand total		[***]		No.

The fees for Sample parts and EE Tools (Appendix 1a, item 2-a) shall be invoiced [***]And the purchaser shall pay each valid invoice within [***] calendar days from the invoice date of the invoice.

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7. GOVERNANCE FORUM

The Parties agree that governance in respect of this Service Agreement shall be handled in accordance with what is set out in the General Terms in <u>Appendix 2</u>. When reference is made to a relevant governance forum, it shall for the purpose of this Service Agreement have the meaning set out below in this Section 7.

The first level of governance forum for handling the co-operation between the Parties in various matters, handling management, prioritisation of development activities etc. under the Service Agreement shall be the "Steering Committee", which regarding cooperation between Service Provider and Purchaser is the so called ZEEKR/Polestar Steering Committee. The Steering Committee shall be the first level of governance forum established by the Parties for handling the cooperation between them in respect of various matters.

The higher level of governance forum, to which an issue shall be escalated if the Steering Committee fails to agree upon a solution shall be the "Strategic Board", which regarding cooperation between Service Provider and Purchaser is the so-called Executive Meeting between the CEO and CFO of the Service Provider and the Purchaser. The Strategic Board shall be the highest level of governance forum established by the Parties for handling the cooperation between them in respect of various matters.

8. ORDER OF PRIORITY

In the event there are any contradictions or inconsistencies between the terms of this Main Document and any of the Appendices hereto, the Parties agree that the following order of priority shall apply:

- (1) This Main Document
- (2) Appendix 2, General Terms Service Agreement
- (3) Appendix 1, Service Specification
- (4) Appendix 3, Responsible Business
- (5) Appendix 4, Cybersecurity CIAD

9. NOTICES

All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Service Agreement shall be sent to the following addresses and shall otherwise be sent in accordance with the terms in the General Terms:

(a) To Service Provider:

Zhejiang ZEEKR Automobile Research & Development Co., Ltd. Build 1, Room 1058, Business Building, Minshan Rd No. 1388 Beilun District, Ningbo

Attention:

With a copy to: Zhejiang Geely Holding Group Company Limited 1760 Jiangling Lu Binjiang District, Hangzhou City China 310051

(b) To Purchaser:

Polestar Performance AB Assar Gabrielssons väg 9 405 31 Göteborg Sweden Attention:

With a copy to: Polestar Performance AB Assar Gabrielssons väg 9 405 31 Göteborg Sweden

Attention:

[SIGNATURE PAGE FOLLOWS]

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This Service Agreement has been signed in five (5) originals, one (1) to the Purchaser and four (4) to the Service Provider.

POLESTAR PERFORMANCE AB	ZHEJIANG ZEEKR AUTOMOBILE RESEARCH DEVELOPMENT CO., LTD.		
By: Anna Rudensjö	By: <u>Xie Baojun</u>		
Printed Name: <u>Anna Rudensjö</u>	Printed Name: Xie Baojun		
Title: General Counsel	Title: <u>VP Zeekr Intelligent Technology</u>		

Date:9/11 -2023	Date: <u>2023.11.29</u>
By:Ola Sjölander	Ву:
Printed Name: <u>Ola Sjölander</u>	Printed Name:
Title: <u>Commercial Controller</u>	Title:
Date: 10/11-2023	Date:

SERVICE AGREEMENT APPENDIX 1 SERVICE SPECIFICATION

1. GENERAL

This Service Specification is a part of the Service Agreement executed between Service Provider and Purchaser. This Service Specification sets out the scope and the specification of the activities that shall be performed under the Service Agreement, the division of responsibilities between Service Provider and Purchaser and the applicable time plan for the performance of the activities.

2. DEFINITIONS

Any capitalised terms used but not specifically defined herein shall have the meanings set out for such terms in the Main Document. In addition, the capitalised terms set out below in this Section 2 shall for the purposes of this Service Specification have the meanings described herein. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

"Consulting" in Appendix 1b means that Zeekr (SW&E, NERI, iVAC, ZID and CEVT) is responsible for answering questions and provide guidance to Polestar.

"Responsible" in Appendix 1b means that Zeekr (SW&E, NERI iVAC, ZID and CEVT) is completely responsible to deliver Polestar unique content. For the avoidance of doubt, Zeekr (SW&E, NERI, iVAC, ZID and CEVT) is always responsible to deliver platform content.

"SNC" means Zeekr Smart Network Centre.

"Support" in Appendix 1b means that Zeekr (SW&E, NERI, iVAC, ZID and CEVT) is assisting to deliver Polestar unique content together with Polestar, i.e., do part of the Polestar unique work.

"SW&E" means Zeekr Software and Electronic R&D centre.

3. TIMING AND DELIVERABLES

The service deliveries, timing and service charges are further detailed in Appendix 1a, and detailed working content with Service Provider's role (Consulting, Support or Responsible) is further detailed in Appendix 1b. For the sake of clarity, the service deliveries do not include any services relating to Manufacturing Engineering ("ME"), IT or SNC. Purchaser hereby further acknowledges and agrees that Service Provider will comply with the liabilities with "RSC" in detailed working content of Appendix 1a-b, and Service Provider makes no express, implied or statutory warranties regarding services but promises that such services will be delivered and provided in a professional and proficient manner.

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The ZID services (item 3a. in Appendix 1a) include consulting hours for the [***]until [***]relating to ADAS which Purchaser can call off from Service Provider if needed.

The deliverables will be finalized and delivered according to what is set-forth in Appendix 1a and summarized in the table below:

1. Services to be delivered by [***]	
1-a. SW&E	
1-b1. CEVT ([***]Architecture, DHU, SRS)	
1-c1. NERI	
1-c2. NERI (Chassis SW)	
1-e. iVAC	
1-f. Purchasing of samples and preparation of Sourcing	
1-g. PTC – External Cooperation	
2-a. Sample Parts & EE Tools	
2-b. Box Car & Travel	

2. Services to be delivered by [***]	
1-b2. CEVT (Climate SW)	
2-b. CEVT (Direct R&D Cost)	

3. Services to be delivered until [***]	
1-d. ZID	

For purpose of clarification, the Parties hereby confirm that Service Provider has no liability in the event of any delay in Service Provider's delivery under this Service Agreement caused by any other party than the Service Provider and its Subcontractors which will provide Services under this Service Agreement.

The Parties have agreed that Service Provider will allow Purchaser to use the necessary EE Tools, during the project until [***]unless the Parties agree otherwise, which are needed for Purchaser to develop and maintain [***]vehicle model based on [***], e.g. [***], upon full payment of duly and payable charge for use by Purchaser to Service Provider. The estimated charge for use of aforementioned EE tools [***]are included in Appendix 1a (section 2-a EE Tools), and Polestar will pay this fee by actual cost which includes reasonable mark-up.

The sample parts will be delivered by Service Provider to Purchaser in accordance with the delivery plan separately agreed between the Parties in the order request according to Appendix 2, Section 5. The estimated cost of aforementioned sample parts is included in Appendix 1a (section 2-a sample parts), and Polestar will pay this fee by actual cost which includes reasonable mark-up.

4. TOTAL COSTS

The total Service Charges and any other charges agreed by Parties for this Service Agreement excluding VAT is further detailed in Appendix 1a and amount to CNY [***].

The Parties estimate that all of the services under this Service Agreement will be performed in China with the exception of the work to be performed by CEVT which will be performed in Sweden

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APPENDIX 1A

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[***]

APPENDIX 1B

[***]

SERVICE AGREEMENT APPENDIX 2 GENERAL TERMS

1 BACKGROUND

This Appendix 2, General Terms – Service Agreement, (the "General Terms") is an Appendix to the Main Document and is an integrated part of the Service Agreement entered into between the Parties.

2 DEFINITIONS

- 2.1 For the purpose of these General Terms, the following terms shall have the meanings assigned to them below. All capitalized terms in singular in the list of definitions shall have the same meaning in plural and vice versa. Any capitalized terms used, but not specifically defined below in this Section 2, shall have the meaning ascribed to them in the Main Document.
- 2.2 "Appendix" means an appendix to the Main Document.
- 2.3 "Background IP" means the Intellectual Property Rights either:
 - a) owned by either of the Parties;
 - b) created, developed or invented by directors, managers, employees or consultants of either of the Parties;
 - c) to which the Party has licensed rights instead of ownership and the right to grant a sublicense;

prior to the execution of this Service Agreement, and any Intellectual Property Rights developed or otherwise acquired independently of this Service Agreement.

- 2.4 "Change Management" means maintenance and development of the Results to be performed [***]days after the start of production of the first vehicle in which the Results are installed, incorporated, included or otherwise used, and which are driven by for example legal requirements or changes in other products/parts having an effect on the Results.
- 2.5 "Confidential Information" means any and all non-public information regarding the Parties and their respective businesses, whether commercial or technical, in whatever form or media, including but not limited to the existence, content and subject matter of this Service Agreement, information relating to Intellectual Property Rights, concepts, technologies, processes, commercial figures, techniques, algorithms, formulas, methodologies, know-how, strategic plans and budgets, investments, customers and sales, designs, graphics, CAD models, CAE data, statement of works (including engineering statement of works and any high level specification), targets, test plans/reports, technical performance data and engineering sign-off documents and other information of a sensitive nature, that a Party learns from or about the other Party prior to or after the execution of this Service Agreement.
- 2.6 **"Data Room**" means Geely External Collaboration Platform (GECP), SystemWeaver, JIRA or equivalent as agreed by both Parties, which are the data rooms used for Delivery under this Service Agreement. A list of persons designated by the Purchaser and their respective access to

the Data Room shall be provided to the Service Provider and agreed with by Service Provider, and such consent cannot be unreasonable withheld.

- 2.7 "Disclosing Party" means the Party disclosing Confidential Information to the Receiving Party.
- 2.8 "Data Protection Laws" shall mean all applicable data protection and privacy legislation, regulations and guidance including but not limited to Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR"), applicable EU member state laws providing for implementations and derogations, together with any application guidelines and normative decisions issued by the European Data Protection Board and the EU data protection supervisory authorities (all as amended, replaced or re-enacted from time to time).
- 2.9 "Effective Date" shall have the meaning set out in Section 16.1.
- 2.10 "Force Majeure Event" shall have the meaning set out in Section 17.1.1.
- 2.11 "Industry Standard" means the exercise of such professionalism, skill, diligence, prudence and foresight that would normally be expected at any given time from a skilled and experienced actor engaged in a similar type of undertaking as under this Service Agreement.
- 2.12 **"Intellectual Property Rights"** or "IP" means Patents, Non-patented IP, rights in Confidential Information and Know-How to the extent protected under applicable laws anywhere in the world. For the avoidance of doubt, Trademarks are not comprised by this definition.
- 2.13 "Know-How" means confidential and proprietary industrial, technical and commercial information and techniques in any form including (without limitation) drawings, formulae, test results, reports, project reports and testing procedures, instruction and training manuals, tables of operating conditions, specifications, component lists, market forecasts, lists and particulars of customers and Service Providers.
- 2.14 **"Main Document**" means the contract document (with the heading "Service Agreement Main Document"), which is signed by Service Provider and Purchaser, to which these General Terms are an Appendix.
- 2.15 **"Non-patented IP**" means copyrights (including rights in computer software), database rights, semiconductor topography rights, rights in designs, and other intellectual property rights (other than Trademarks and Patents) and all rights or forms of protection having equivalent or similar effect anywhere in the world, in each case whether registered or unregistered, and registered includes registrations, applications for registration and renewals whether made before, on or after execution of this Service Agreement.
- 2.16 "Patent" means any patent, patent application, or utility model, whether filed before, on or after execution of this Service Agreement, along with any continuation, continuation-in-part, divisional, re-examined or re-issued patent, foreign counterpart or renewal or extension of any of the foregoing.
- 2.17 "Receiving Party" means the Party receiving Confidential Information from the Disclosing Party.
- 2.18 "Results" shall mean any outcome of the Services provided to Purchaser under this Service Agreement (including but not limited to any IP, technology, software, methods, processes, deliverables, objects, products, documentation, modifications, improvements, and/or amendments to be carried out by Service Provider under the Service Specification) and any other

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outcome or result of the Services to be performed by Service Provider as described in the relevant Service Specification, irrespective of whether the performance of the Services has been completed or not.

- 2.19 "Results Owner" shall mean the Party which shall be the owner of the Results in accordance with what is set forth in Section 6.2.
- 2.20 "Services" shall mean the services to be performed by Service Provider to Purchaser hereunder, including all services under the Appendices attached hereto.
- 2.21 "Service Agreement" means the Main Document including all of its Appendices and their Schedules as amended from time to time.
- 2.22 "Service Charges" means the service charges as set forth or referenced to in the Main Document.

- 2.23 "Service Specification" describes the Services to be provided by Service Provider to Purchaser hereunder including (if applicable) a time plan for the provision of the Services, which is included as Appendix 1 in this Service Agreement.
- 2.24 "Third Party" means a party other than any of the Parties and/or an Affiliate of one of the Parties to this Service Agreement.
- 2.25 "Trademarks" means trademarks (including part numbers that are trademarks), service marks, logos, trade names, business names, assumed names, trade dress and get-up, and domain names, in each case whether registered or unregistered, including all applications, registrations, renewals and the like, in each case to the extent they constitute rights that are enforceable against Third Parties.

3 PROVISION OF SERVICES

- 3.1 **Service Specification**. The Parties have agreed upon the scope and specification of the Services provided under this Service Agreement in the Service Specification.
- 3.2 Making available the Results.
- 3.2.1 Service Provider shall make the Results (or if not finalised, any part of the Results that has been finalised) available to Purchaser within the timeframes specified in the Service Specification, but under all circumstances promptly after any part of the Results has been finalised. The Results shall only be made available in a Data Room.
- 3.2.2 The Results (or any finalised part thereof) shall be deemed made available by Service Provider to Purchaser if such files have been electronically loaded into and made accessible by Service Provider in the Data Room agreed upon.
- 3.2.3 Change Management. Service Provider has an obligation to, upon Purchaser's request, perform Change Management in relation to the developed Results, such as changes required in order to maintain functionality, adjust the Results due to new technical solutions etc. For the avoidance of doubt, the performance of Change Management is however not governed by this Service Agreement, but shall be subject to a separate agreement between the parties, which the Parties upon either Party's request shall execute.

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- 3.2.4 Service Recipients. In addition to Purchaser, all of Purchaser's Affiliates shall be entitled to receive and use the Services under this Service Agreement. Nevertheless, Purchaser shall be Service Provider's sole point of contact and shall be responsible for payment of the Service Charges as set forth in this Service Agreement, irrespectively of whether it is Purchaser or any of Purchaser's Affiliates that in reality received and used the Services.
- 3.3 Subcontractors.
- 3.3.1 The Parties acknowledge that Service Provider may use its Affiliates and/or subcontractors to perform the Services under this Service Agreement, provided that Service Provider informs Purchaser thereof.
- 3.3.2 Service Provider shall however remain responsible for the performance, and any omission to perform or comply with the provisions of this Service Agreement, by any Affiliate to Service Provider and/or any subcontractor to the same extent as if such performance or omittance was made by Service Provider itself. Service Provider shall also remain Purchaser's sole point of contact unless otherwise agreed.
- 3.3.3 **Relationship between the Parties.** The Parties are acting as independent contractors when performing each Party's respective obligations under the Service Agreement. Neither Party nor its Affiliates are agents for the other Party or its Affiliates and have no authority to represent them in relation to any matters. Nothing in these General Terms or the Service Agreement shall be construed as to constitute a partnership or joint venture between the Parties.

4 SERVICE REQUIREMENTS

- 4.1 All Services shall be performed in accordance with the requirements set forth in this Service Agreement, including the Service Specification, and otherwise in a professional manner.
- 4.2 When providing the Services, Service Provider shall use professional and skilled personnel, reasonably experienced for the Services to be performed, Service Provider shall work according to the same standard of care and professionalism that is done in Service Provider's internal business and development projects. Such standard of care and professionalism, shall however at all times correspond to Industry Standard. For the avoidance of doubt, Service Provider is responsible for all necessary recruiting and hiring costs associated with employing appropriate personnel as well as all necessary training costs.

- 4.3 Service Provider agrees to strictly respect and adhere to the time limits set out in the Service Specification in Appendix 1. In the event Service Provider risks not to meet an agreed time limit or is otherwise in delay with the performance of the Services, Service Provider shall inform Purchaser immediately and discuss a solution in order to avoid the effects of the anticipated delay or the delay (as the case may be).
- 4.4 In the event the Services or any part thereof, more than insignificantly deviate from the requirements set forth in the Service Specification, or if Service Provider otherwise does not meet or ceases to meet the requirements set forth in this Service Agreement (except for minor faults and defects, which do not affect the provision of the Services), Service Provider shall remedy such incompliance, fault or defect as soon as reasonably possible.
- 4.5 In the event Service Provider fails to act in accordance with Section 4.3 and 4.4 above, such failure shall be escalated in accordance with the escalation principles set forth in Section 19.1 and

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eventually give Purchaser the right to terminate the Service Agreement in accordance with Section 16.2.

- 4.6 Purchaser shall provide Service Provider with instructions as reasonably required for Service Provider to be able to carry out the Services. Service Provider must continuously inform Purchaser of any needs of additional instructions or specifications required to perform the Services.
- 4.7 Service Provider shall ensure that it has sufficient resources to perform its undertakings under this Service Agreement. Further, Service Provider undertakes to ensure that the performance of the Services will not be given lower priority than other of Service Provider's internal similar projects.

5 DELIVERY, LOGISTICS, TITLE AND RISK REGARDING SAMPLE PARTS

- 5.1 The Service Provider will handle the order request only and Purchaser agrees to guarantee by itself that sample parts supplier delivers the Sample parts to a third party carrier sourced by Service Provider ("Service Provider's carrier") without delay.
- 5.2 The Sample parts shall, unless otherwise agreed between the Parties in writing, be delivered to the Purchaser in a deliverable condition Delivered Duty Paid 'DDP' (Incoterms 2020) at the premises at Polestar UK, Coventry.
- 5.3 Title and risk of loss or damage with respect to each Sample part passes to the Purchaser when the Service provider has delivered the Sample part to the Purchaser in accordance with this Section 5. Service Provider will not undertake any responsibility of delay unless such delay is directly caused by Service Provider's carrier.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 Ownership of existing Intellectual Property Rights.
- 6.1.1 Each Party remains the sole and exclusive owner of its Background IP and any Intellectual Property Rights already owned, conceived, developed, made, acquired or possessed by such Party prior to the Effective Date, or developed or otherwise acquired by such Party independently of this Service Agreement.
- 6.1.2 Nothing in this Service Agreement shall be deemed to constitute an assignment of, or license to use, any Trademarks of the other Party.
- 6.2 Ownership of Results.
- 6.2.1 The Party specified in the Main Document to own the Results shall be the exclusive owner of the Results, including all modifications, amendments and developments thereof. For the sake of clarity, this Service Agreement does not include a license for the Purchaser to use Background IP owned by the Service Provider. Such license to use the Background IP is granted to Purchaser under a separate License Agreement with [***]and in the License Agreement to be entered into according to section 6.3.2.
- 6.2.2 If Purchaser is the Party indicated as owning the Results in the Main Document, all Results, including all modifications, amendments and developments thereof, and any Intellectual Property Rights developed as a result of the Services provided by Service Provider (or if applicable, any of its appointed Affiliates or subcontractors) shall consequently automatically, upon creation and full payment of the Service Charge from the Purchaser to the Service Provider, be transferred from

Service Provider to Purchaser. Purchaser shall further have the right to transfer, sublicense, modify and otherwise freely dispose of the Results, however with the restrictions set forth in Section 6.3 below. For the sake of clarity nothing in this Section 6.2.2 constitute an assignment of the ownership of Background IP.

- 6.2.3 Should the Service Provider wish to use Results to which Purchaser is indicated as owning the Results in the Main Agreement the Service Provider may, subject to the prior consent from Purchaser, which shall not be unreasonably withheld (whereby a sublicense/license to a third Party which is a competitor of Purchaser is an example of what could be deemed unreasonable) obtain a non-exclusive, irrevocable, perpetual (however at least fifty (50) years long), non-assignable (however assignable to Service Provider's Affiliates), worldwide license. The license will be granted under separate agreement negotiated between the Parties in good faith and in compliance the principle of "arm's length distance".
- 6.3 License grant.
- 6.3.1 Notwithstanding anything to the contrary in the Service Agreement, nothing in these General Terms or otherwise in the Service Agreement shall be construed as to give the other Party any rights, including but not limited to any license rights (express or implied), to any Background IP, except as expressly stated herein or if agreed between the Parties in a separate agreement.
- 6.3.2 The Parties have agreed to enter into a separate license agreement with regards to the use of Service Provider's Background IP in relation to certain [***].
- 6.4 Suspected infringement.
- 6.4.1 For the avoidance of doubt, neither Party shall have any responsibility towards the other Party in the event the Results are alleged to infringe in any Third Party's Intellectual Property Rights and neither Party shall have any obligation to defend and hold the other Party harmless from and against any alleged infringements.
- 6.5 Polestar Brand name.
- 6.5.1 For the sake of clarity, it is especially noted that this Service Agreement does not include any right to use the "Polestar" brand name, or Trademarks, or refer to "Polestar" in communications or official documents of whatever kind.
- 6.5.2 This means that this Service Agreement does not include any rights to directly or indirectly use the "Polestar" brand name or "Polestar" Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence.
- 6.6 ZEEKR brand name.
- 6.6.1 Correspondingly, it is especially noted that this Service Agreement does not include any right to use the "ZEEKR" brand name or Trademarks, or refer to "ZEEKR" in communications or official documents of whatever kind.
- 6.6.2 This means that this Service Agreement does not include any rights to directly or indirectly use "ZEEKR" brand name or "ZEEKR" Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence.

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7 SERVICE CHARGES

7.1 In consideration of Service Provider's performance of the Services under this Service Agreement, Purchaser agrees to pay to Service Provider the Service Charges as set forth or referenced to in the Main Document.

8 PAYMENT TERMS

- 8.1 The Service Charges shall be paid in the currency set forth in the Main Document, in a timely manner and in accordance with the payment terms set forth in this Section 8.
- 8.2 All amounts referred to in this Service Agreement are exclusive of VAT and surtaxes but inclusive of withholding taxes applicable in accordance with local legislation.
- 8.3 Upon tax authority request, Service Provider should make its best efforts to provide the supporting

documents to help Purchaser prove the arm's length nature of the payment.

- 8.4 Any amount of the Service Charges invoiced by Service Provider to Purchaser shall be paid by Purchaser within [***] days after the invoice date.
- 8.5 Payment made later than the due date will automatically be subject to interest for late payments for each day it is not paid and the interest shall be based on the one month applicable interbank rate, depending on invoice and currency, with an addition of [***]per annum.
- 8.6 Any paid portion of the Service Charges is non-refundable, with the exception set forth in the Main Document.

9 AUDIT

- 9.1 During the term of the Service Agreement, Purchaser shall have the right to, upon reasonable notice in writing to Service Provider, during the normal business hours, reasonably and necessarily inspect Service Provider's books and records related to the Services and the premises where the Services are performed, in order to conduct quality controls and otherwise verify the statements rendered under this Service Agreement.
- 9.2 Audits shall be made during regular business hours and be conducted by Purchaser or by an independent auditor appointed by Purchaser. Should Purchaser during any inspection find that Service Provider or the Services does/do not fulfil the requirements set forth herein, Purchaser is entitled to comment on the identified deviations. Service Provider shall, upon notice from Purchaser, take reasonable efforts to take the actions required in order to fulfil the requirements. In the event the Parties cannot agree upon measures to be taken in respect of the audit, each Party shall be entitled to escalate such issue to the Steering Committee.

10 COMPLIANCE WITH LAWS

10.1 The Parties undertake to follow Appendix 3 on Responsible Business, according to what is stated therein.

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11 REPRESENTATIONS

- 11.1 Each Party warrants and represents to the other Party that:
 - a) it is duly organized, validly existing, and in good standing under the laws of its respective jurisdiction of incorporation or formation, as applicable;
 - b) it has full corporate power and authority to execute and deliver this Service Agreement and to perform its obligations hereunder;
 - c) the execution, delivery and performance of this Service Agreement have been duly authorized and approved, with such authorization and approval in full force and effect, and do not and will not (i) violate any laws or regulations applicable to it or (ii) violate its organization documents or any agreement to which it is a party; and
 - d) this Service Agreement is a legal and binding obligation of it, enforceable against it in accordance with its terms.
- 11.2 To the extent any Background IP is embedded, or otherwise included, in the Results and subject to the license granted in Section 6.3 above, the Parties acknowledge that the Background IP is licensed on an "as is" basis, without any warranties or representations of any kind (except for the warranties in Section 11.1 above), whether implied or express, and in particular any warranties of suitability, merchantability, description, design and fitness for a particular purpose, non-infringement, completeness, systems integration and accuracy are expressly excluded to the maximum extent permissible by law. As set forth in Section 6.2.1 the Purchaser have entered into a license agreement with Zhejiang Liankong Technologies Co., Ltd. for the use of certain Background IP and as set forth in 6.3.2 the Parties shall enter into a separate license agreement with regards to the use of Service Provider's background IP in relation to certain [***].

12 SERVICE WARRANTY

- 12.1 When performing the Services, Service Provider shall provide professional and skilled personnel, reasonably experienced for the Services to be performed at the best of their knowledge.
- 12.2 Service Provider provides the Services "as is". Service Provider does neither warrant nor represent that any Services, provided or delivered to Purchaser hereunder are functional for the business needs of Purchaser or otherwise suitable for any specific purpose, nor that the Services, are not

infringing any Intellectual Property of any third party. Service Provider does neither give any representations or warranties as regards the merchantability of the deliverables to be delivered hereunder nor any other representations or warranties of any kind whatsoever concerning the Services. Purchaser acknowledges that the price of the Services to be performed and other deliverables to be delivered by Service Provider are set in consideration of the foregoing.

12.3 Service Provider shall after receipt of notice of a claim related to Purchaser's use of the Services notify Purchaser of such claim in writing and Purchaser shall following receipt of such notice, to the extent permitted under applicable law, at its own cost conduct negotiations with the third party presenting the claim and/or intervene in any suit or action. Purchaser shall at all times keep Service Provider informed of the status and progress of the claim and consult with Service Provider on appropriate actions to take. If Purchaser fails to or chooses not to take actions to defend Service Provider within a reasonable time, or at any time ceases to make such efforts, Service Provider shall be entitled to assume control over the defence against such claim and/ or over any settlement negotiation at Purchaser's cost. Any settlement proposed by Purchaser on its own account must

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take account of potential implications for Service Provider and shall therefore be agreed with Service Provider before settlement. Each Party will at no cost furnish to the other Party all data, records, and assistance within that Party's control that are of importance in order to properly defend against a claim.

13 LIMITATION OF LIABILITY

- 13.1 Neither Party shall be responsible for any indirect, incidental or consequential damage or any losses of production or profit caused by it under this Service Agreement.
- 13.2 Each Party's aggregate liability for any direct damage arising out of or in connection with this Service Agreement shall be limited to [***] of the total Service Charges payable by Purchaser to Service Provider hereunder.
- 13.3 The limitations of liability set forth in Section 13.2 shall not apply in respect of:
 - a) claims related to death or bodily injury;
 - b) damage caused by wilful misconduct or gross negligence;
 - c) damage caused by a Party's breach of the confidentiality undertakings in Section 15 below; or
 - d) damage arising out of an infringement, or alleged infringement, of the other Party's or any third party's Intellectual Property.

14 GOVERNANCE AND CHANGES

14.1 Governance.

- 14.2 The Parties shall act in good faith in all matters and shall at all times co-operate in respect of changes to this Service Agreement as well as issues and/or disputes arising under this Service Agreement.
- 14.3 The governance and co-operation between the Parties in respect of this Service Agreement shall primarily be administered on an operational level. In the event the Parties on an operational level cannot agree upon inter alia the prioritisation of development activities or other aspects relating to the co-operation between the Parties, each Party shall be entitled to escalate such issue to the Steering Committee.
- 14.4 If the Steering Committee fails to agree upon a solution of the disagreement the relevant issue should be escalated to the Strategic Board for decision.

14.5 Changes.

- 14.6 During the term of this Service Agreement, Purchaser can request changes to the Service Specification, which shall be handled in accordance with the governance procedure set forth in Section 14.1 above. Both Parties agree to act in good faith to address and respond to any change request within a reasonable period of time.
- 14.7 The Parties acknowledge that Service Provider will not perform in accordance with such change request until agreed in writing between the Parties. For the avoidance of any doubt, until there is

agreement about the requested change, all work shall continue in accordance with the existing Service Specification.

15 CONFIDENTIAL INFORMATION

- 15.1 The Parties shall take any and all necessary measures to comply with the security and confidentiality procedures of the other Party.
- 15.2 All Confidential Information shall only be used for the purposes comprised by the fulfilment of this Service Agreement. Each Party will keep in confidence any Confidential Information obtained in relation to this Service Agreement and will not divulge the same to any Third Party, unless the exceptions specifically set forth below in this Section 15.2 below apply, in order to obtain patent protection or when approved by the other Party in writing, and with the exception of their own officers, employees, consultants or sub-contractors with a need to know as to enable such personnel to perform their duties hereunder. This provision will not apply to Confidential Information which the Receiving Party can demonstrate:
 - a) was in the public domain other than by breach of this undertaking, or by another confidentiality undertaking;
 - b) was already in the possession of the Receiving Party before its receipt from the Disclosing Party;
 - c) is obtained from a Third Party who is free to divulge the same;
 - d) is required to be disclosed by mandatory law, court order, lawful government action or applicable stock exchange regulations;
 - e) is reasonably necessary for either Party to utilize its rights and use of its Intellectual Property Rights; or
 - f) is developed or created by one Party independently of the other, without any part thereof having been developed or created with assistance or information received from the other Party.
- 15.3 The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as the Receiving Parts uses to protect its own Confidential Information of similar nature, to prevent the dissemination to Third Parties or publication of the Confidential Information. Further, each Party shall ensure that its employees and consultants are bound by a similar duty of confidentiality and that any subcontractors taking part in the fulfilment of that Party's obligations hereunder, enters into a confidentiality undertaking containing in essence similar provisions as those set forth in this Section 15.
- 15.4 Each Receiving Party (Service Provider or Purchaser) shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the dissemination to third parties or publication of the Confidential Information as Receiving Party uses to protect its own confidential information of a like nature. Receiving Party is permitted to disseminate Confidential Information to Receiving Party's Affiliates, and to Receiving Party's and its Affiliate's respective officers, directors, employees, agents, attorneys, and accountants with the need to know such Confidential Information (collectively, "Representatives"), provided such Affiliates and Representatives are made fully aware of the obligations of confidentiality contained

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within this Agreement. A Party shall be responsible for compliance with the terms and conditions of this Agreement by its Affiliates and Representatives.

- 15.5 If any Party violates any of its obligations described in this Section 15, the violating Party shall, upon notification from the other Party, (i) immediately cease to proceed such harmful violation and take all actions needed to rectify said behaviour and (ii) financially compensate for the harm suffered as determined by an arbitral tribunal pursuant to 19.2 below. All legal remedies (compensatory but not punitive in nature) according to law shall apply.
- 15.6 For the avoidance of doubt, this Section 15 does not permit disclosure of source code to software, and/or any substantial parts of design documents to software, included in the Results, to any Third Party, notwithstanding what it set forth above in this Section 15. Any such disclosure to any Third Party is permitted only if approved in writing by Service Provider.
- 15.7 This confidentiality provision shall survive the expiration or termination of this Service Agreement

without limitation in time.

16 TERM AND TERMINATION

- 16.1 This Service Agreement shall become effective retroactively on 1 April 2023 ("Effective Date") when the Main Document is signed by duly authorised signatories of each Party and shall, unless terminated in accordance with this Section 16 below, remain in force until the Services are completed.
- 16.2 Either Party shall be entitled to terminate this Service Agreement with immediate effect in the event:
 - e) the other Party commits a material breach of the terms of this Service Agreement, which has not been remedied within 30 days from written notice from the other Party to remedy such breach (if capable of being remedied); or
 - f) if the other Party should become insolvent or enter into negotiations on composition with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors.
- 16.3 For avoidance of doubt, Purchaser not paying the Service Charges, without legitimate reasons for withholding payment, shall be considered in material breach for the purpose of this Service Agreement.
- 16.4 Furthermore, Purchaser is entitled to terminate this Service Agreement with immediate effect in case Service Provider acts in breach, which is not insignificant, of what is set forth in Section 4.3 and 4.4 provided that the issue first has been escalated in accordance with Section 19.1.
- 16.5 Purchaser shall in addition be entitled to cancel the Services or part of the Services performed by Service Provider for convenience upon 60 days written notice to Service Provider. In such event and provided that Purchaser has paid all outstanding Service Charges, Service Provider shall, upon request from Purchaser, promptly make available in the Data Room (if applicable) any and all parts of the Results which have been finalised on the effective date of the cancellation. Moreover, the "Results" shall for the purposes of this Service Agreement be considered such parts of the Results that Service Provider has finalised on the effective date of the cancellation.

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16.6 In the event Purchaser cancels the Services or part of the Services in accordance with Section 16.5 above, the Service Charges shall, instead of what is set out in the Main Document, correspond to Service Provider's costs for the cancelled Services performed up, until and including the effective date of the cancellation, including the mark-up otherwise applied to calculate the Service Charges in accordance with the Main Document and any other reasonable proven costs Service Provider has incurred.

17 MISCELLANEOUS

17.1 Force majeure.

- 17.1.1 Neither Party shall be liable for any failure or delay in performing its obligations under the Service Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a Third Party's), failure of energy sources or transport network, restrictions concerning motive force, acts of God, war, terrorism, insurgencies and riots, civil commotion, mobilization or extensive call ups, interference by civil or military authorities, national or international calamity, currency restrictions, requisitions, confiscation, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, stroke of lightning, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default or delays of Service Providers or subcontractors if such default or delay has been caused by a Force Majeure Event.
- 17.1.2 A non-performing Party, which claims there is a Force Majeure Event, and cannot perform its obligations under the Service Agreement as a consequence thereof, shall use all commercially reasonable efforts to continue to perform or to mitigate the impact of its non- performance notwithstanding the Force Majeure Event and shall continue the performance of its obligations as soon as the Force Majeure Event ceases to exist.
- 17.2 **Notices.** All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Service Agreement must be in legible writing in the

English language delivered by personal delivery, email transmission or prepaid overnight courier using an internationally recognized courier service and shall be effective upon receipt, which shall be deemed to have occurred:

- a) in case of personal delivery, at the time and on the date of personal delivery;
- b) if sent by email transmission, at the time and date indicated on a response confirming such successful email transmission;
- c) if delivered by courier, at the time and on the date of delivery as confirmed in the records of such courier service; or
- at such time and date as delivery by personal delivery or courier is refused by the addressee upon presentation;

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in each case provided that if such receipt occurred on a non-business day, then notice shall be deemed to have been received on the next following business day; and provided further that where any notice, demand, request or other communication is provided by any party by email, such party shall also provide a copy of such notice, demand, request or other communication by using one of the other methods. All such notices, demands, requests and other communications shall be addressed to the address, and with the attention, as set forth in the Main Document, or to such other address, number or email address as a Party may designate.

17.3 Assignment.

- 17.3.1 Neither Party may, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under this Service Agreement without the other Party's prior written consent.
- 17.3.2 Notwithstanding the above, each Party may assign this Service Agreement to an Affiliate without the prior written consent of the other Party.
- 17.4 **Waiver**. Neither Party shall be deprived of any right under this Service Agreement because of its failure to exercise any right under this Service Agreement or failure to notify the infringing party of a breach in connection with the Service Agreement. Notwithstanding the foregoing, rules on complaints and limitation periods shall apply.
- 17.5 Severability. In the event any provision of this Service Agreement is wholly or partly invalid, the validity of the Service Agreement as a whole shall not be affected and the remaining provisions of the Service Agreement shall remain valid. To the extent that such invalidity materially affects a Party's benefit from, or performance under, the Service Agreement, it shall be reasonably amended.
- 17.6 **Entire agreement.** All arrangements, commitments and undertakings in connection with the subject matter of this Service Agreement (whether written or oral) made before the date of this Service Agreement are superseded by this Service Agreement and its Appendices.
- 17.7 Amendments. Any amendment or addition to this Service Agreement must be made in writing and signed by the Parties to be valid.

17.8 Survival.

- 17.8.1 If this Service Agreement is terminated or expires pursuant to Section 16 above, Section 6.3 (License grant), Section 15 (Confidential information), Section 18 (Governing Law), Section 19 (Dispute Resolution) as well as this Section 17.8, shall survive any termination or expiration and remain in force as between the Parties after such termination or expiration.
- 17.8.2 Notwithstanding Section 17.8.1 above, if this Service Agreement is terminated due to Purchaser not paying the Service Charges, without legitimate reasons for withholding payment, pursuant to Section 16 above, Section 6.3 (License Grant) shall not survive termination or remain in force as between the Parties after such termination. For the avoidance of doubt, what is stated in this Section 17.8.2 shall only apply in relation to such licenses granted to Purchaser pursuant to Section 6.3 above and any licenses granted to Service Provider under Section 6.3 shall thus nevertheless remain in force after such termination.

18 GOVERNING LAW

This Service Agreement and all non-contractual obligations in connection with this Service Agreement shall be governed by the substantive laws of the People's Republic of China without giving regard to its conflict of laws principles.

19 DISPUTE RESOLUTION

19.1 Escalation principles.

- 19.1.1 In case the Parties cannot agree on a joint solution for handling disagreements or disputes, a deadlock situation shall be deemed to have occurred and each Party shall notify the other Party hereof by the means of a deadlock notice and simultaneously send a copy of the notice to the Steering Committee. Upon the receipt of such a deadlock notice, the receiving Party shall within ten days of receipt, prepare and circulate to the other Party a statement setting out its position on the matter in dispute and reasons for adopting such position, and simultaneously send a copy of its statement to the Steering Committee. Each such statement shall be considered by the next regular meeting held by the Steering Committee or in a forum meeting specifically called upon by either Party for the settlement of the issue.
- 19.1.2 The members of the Steering Committee shall use reasonable endeavours to resolve a deadlock situation in good faith. As part thereof, the Steering Committee may request the Parties to in good faith develop and agree on a plan to resolve or address the breach, to be presented for the Steering Committee without undue delay. If the Steering Committee agrees upon a resolution or disposition of the matter, the Parties shall agree in writing on terms of such resolution or disposition and the Parties shall procure that such resolution or disposition is fully and promptly carried into effect.
- 19.1.3 If the Steering Committee cannot settle the deadlock within 30 days from the deadlock notice served pursuant to Section 19.1.1above, such deadlock will be referred to the CEO's of each Party, which shall use reasonable endeavours to resolve the situation in the same way as indicated above. If no Steering Committee has been established between the Parties, the relevant issue shall be referred to the CEO's of each Party immediately and Section 19.1.2 above shall not apply.
- 19.1.4 If the CEOs of each Party cannot settle the deadlock within 30 days from the deadlock notice pursuant to the section above, despite using reasonable endeavours to do so, such deadlock will be referred to the Strategic Board for decision. Should the matter not have been resolved by the Strategic Board within 30 days counting from when the matter was referred to them, despite using reasonable endeavours to do so, the matter shall be resolved in accordance with Section 19.2 below.
- 19.1.5 All notices and communications exchanged in the course of a deadlock resolution proceeding shall be considered Confidential Information of each Party and be subject to the confidentiality undertaking in Section 15 above.
- 19.1.6 Notwithstanding the above, the Parties agree that either Party may disregard the time frames set forth in this Section 19.1 and apply shorter time frames and/or escalate an issue directly to the Strategic Board in the event the escalated issue is of an urgent character and where the applicable time frames set out above are not appropriate.

19.2 Arbitration.

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- 19.2.1 Any dispute, controversy or claim arising out of or in connection with this Service Agreement, or the breach, termination or invalidity thereof, shall be submitted to China International Economic and Trade Arbitration Committee ("CIETAC") for arbitration, which shall be held in Shanghai and conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration, whereas the language to be used in the arbitral proceedings shall be English and Chinese.
- 19.3 Irrespective of any discussions or disputes between the Parties, each Party shall always continue to fulfil its undertakings under this Service Agreement unless an arbitral tribunal or court (as the case may be) decides otherwise.
- 19.4 In any arbitration proceeding, any legal proceeding to enforce any arbitration award, or any other legal proceedings between the Parties relating to this Service Agreement, each Party expressly waives the defence of sovereign immunity and any other defence based on the fact or allegation that it is an argency or instrumentality of a sovereign state. Such waiver includes a waiver of any

defence of sovereign immunity in respect of enforcement of arbitral awards and/or sovereign immunity from execution over any of its assets.

19.5 All arbitral proceedings as well as any and all information, documentation and materials in any form disclosed in the proceedings shall be strictly confidential.

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SERVICE AGREEMENT APPENDIX 3 RESPONSIBLE BUSINESS

1. GENERAL

- 1.1 This Appendix is an integrated part of the Service Agreement (the "Agreement") entered into between Polestar and Zeekr.
- 1.2 In case of conflicts between Polestar's Code of Conduct for Business Partners and applicable laws and/or regulations, or clause in this Appendix or in the Main Document of this Agreement, the clauses in this Appendix of the Agreement shall prevail.

2. DEFINITIONS

2.1 Any capitalised terms used but not specifically defined herein shall have the meanings set out for such terms in the Main Document. In addition, the capitalised terms set out below in this Section 2 shall for the purposes of this Appendix have the meanings described herein. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

3. COMPLIANCE WITH LAWS AND CODE OF CONDUCT

- 3.1 Each Party shall comply with the laws, rules, and regulations of the country/countries where it operates and all other laws, rules, and regulations of any other jurisdiction which is or may be applicable insofar as reasonably foreseeable to the business and the activities of the Parties in connection with the Agreement, and the Parties shall, at their own expense, obtain any and all permits, licenses, authorisations, and/or certificates that may be required in any jurisdiction by any regulatory or administrative agency in connection with the conduct of their business and/or which are necessary for them to perform their obligations under the Agreement.
- 3.2 Without limiting the generality of the foregoing, the Parties shall, and shall use reasonable commercial effort to cause their sub-tier suppliers to, at all times comply with all applicable laws. regulations and statutory requirements including but not limited to those relating to

the protection of people's free enjoyment of labour laws, i.e. such national laws regulating working conditions, work place health and safety, discrimination and the right to freedom of association and collective bargaining; internationally recognized human rights contained in the International Bill of Human Rights (i.e. the Universal Declaration of Human Rights, the International Covenant on Economic, Social and Cultural Rights); Ten Principles of the United Nations Global Compact (UNGC) covering human rights, labour standards, the environment and anti-corruption; the eight core ILO conventions as set out in the ILO Declaration of Fundamental principles and Rights at Work; where relevant, United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP); and the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

3.3 Polestar shall comply with Polestar's Code of Conduct, published at https://legal.polestar.com. Zeekr has been provided with and reviewed a copy of Polestar's Code of Conduct for Business Partners, published at <u>https://legal.polestar.com</u>, and agrees

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that it and its officers, directors, and employees shall comply with the provisions of Polestar's Code of Conduct for Business Partners or similar principles in connection with the conduct of their business and this Agreement and the Zeekr Agreements. Zeekr shall ensure that Polestar's Code of Conduct or similar principles (such as Zeekr's Code of Conduct and Zeekr's business partner Code of Conduct) are communicated and complied with by its employees, subcontractors, and sub-tier suppliers.

4. CYBER SECURITY

- 4.1 Zeekr shall provide reasonable Cyber Security evidence according to *Cybersecurity CIAD* as defined in Appendix 4. Upon mutual agreement, Appendix 4 may be updated as necessary.
- 4.2 Notwithstanding the generality of the foregoing, Zeekr shall comply with ISO27001 and ISO 27701 (information security standards published jointly by the International Organization for Standardization and the International Electrotechnical Commission) to mitigate any risk relating to cyber security for the purpose of performing under this Agreement. Polestar recommends Zeekr to follow and comply with the relevant requirements of IEC62443 (international series of standards that address cybersecurity for operational technology in automation and control systems).

5. PERSONAL DATA PROTECTION

- 5.1 In the context of their contractual relations, the Parties undertake to comply with their obligations arising from the application of the Applicable Laws regarding Personal Data.
- 5.2 Zeekr shall ensure that the Privacy by design requirements of Article 25 in the General Data Protection Regulation are taken into account in the design and development of the Services under the Agreement.
- 5.3 In the event that a Party is required to collect and process the identification data of the legal representative and employees of the other Party for the purpose of concluding and performing this Agreement, and more broadly for the management of their contractual relations, by way of derogation from the following stipulations, each Party acts as an independent Data Controller. Accordingly, each Party shall be responsible for collecting processing, sharing, and transferring the Personal Data in accordance with the Applicable Laws on Personal Data and in particular for collecting and sharing consent (if applicable) or to respond to Data Subjects rights (access, rectification, erasure, etc.).
- 5.4 These Personal Data may be sent by each Party to its own sub-contractors for the aforementioned purposes in accordance with Applicable Laws on Personal Data, and each Party shall without undue delay give notice to the other Party of the identity of the sub-contractor as well as the type of service provided by the sub-contractor. Each Party shall keep this information for the duration of the Agreement until its expiry for any reason whatsoever before it is archived under limited conditions and for limited periods defined by each Data Controller, each for its own purposes.
- 5.5 Each Party undertakes to immediately inform the other Party of a request from a Data Subject, an administrative or judicial authority addressed to it during the performance of the Agreement. The Parties undertake, where relevant and effective, to cooperate with the competent supervisory authorities.

5.6 In the event the Parties are required to collect and process Personal Data for other purposes than the above-mentioned one, the Parties shall conclude a specific data protection agreement.

6. EXPORT CONTROL, SANCTIONS AND CUSTOMS RULES

- 6.1 The Parties shall obtain and maintain any export license(s) required to sell goods and/or deliver services or technology to each other under this Agreement.
- 6.2 The Parties shall use commercially reasonable efforts to procure the information from their component suppliers and thereafter to provide Polestar such information and documentation necessary or useful for another Party to comply with laws relating to import, export, or re-export of goods.
- 6.3 In the event of any changes in any Polestar Vehicle components and parts, in the law, in any export licenses, or in the Parties' approach to international trade compliance, and as necessary to ensure continued compliance with applicable laws and regulations, Zeekr shall update any information it provides to Polestar in accordance with Section 6.2.
- 6.4 Each Party represents and warrants to each other that it, any of its Affiliates, officers, directors, or employees:
 - (1) is not or has not been a Listed Person, and
 - (2) shall not, when performing its obligations under this Agreement (a) conduct any business activity, directly or indirectly, with any Listed Person, including by supplying to Polestar or purchasing items sourced from a Listed Person, (b) conduct any business activity involving any country or territory which is, or whose government is, the subject of comprehensive sanctions, (c) conduct any business activity that is prohibited or restricted under trade sanctions or export control laws when performing under this Agreement, or (d) engage in any transaction that evades or attempts to violate restrictions under any trade sanctions or export control laws referenced in (a)-(c) above.
- 6.5 For the purposes of Article 6.4 (including Polestar's Code of Conduct for Business Partners) above, the definition of "Listed Person" shall mean (I) any individual, company, entity or organization designated on (a) the Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, (b) the following US lists: (i) the List of Specially Designated Nationals and Blocked Persons maintained by the US Department of the Treasury's Office of Foreign Assets Control ("OFAC"), (ii) the Sectoral Sanctions Identifications List maintained by OFAC, (iii) the Entity List maintained by the US Department of Commerce's Bureau of Industry and Security ("BIS"), (iv) the Denied Persons List maintained by BIS, and (v) the Unverified List maintained by BIS, (c) the UN Security Council Consolidated List, or (d) any other restricted party list that would be applicable to and relevant for the Party's performance under this Agreement, and (II) companies, entities or organizations that are owned 50% or greater by any combination of persons stated in item (I) or controlled by such persons, as applicable under laws and regulations pursuant to which the above lists are published.
- 6.6 Notwithstanding Section 6.4 above, Zeekr may, when performing its obligations under this Agreement, conduct business activity with Listed Persons described in Section 4.5.3.2(1)(b)(ii)-(v) above, and companies, entities or organizations that are owned 50% or

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greater by any combination of such persons or controlled by such persons, to the extent that such business activity (i) would not be prohibited under applicable laws and regulations pursuant to which such lists are published and (ii) does not relate to any Vehicles, or any parts, components or software applications therefore.

7. ANTI-CORRUPTION

- 7.1 Each Party represents and warrants that it and its directors and officers:
 - (1) have conducted and will conduct their operations and transactions, in particular those related to the Agreement, in compliance with all applicable laws, regulations and rules relating to anti-money laundering, anti-bribery and anti-corruption, including the US Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, and all other applicable laws prohibiting bribing government officials and

private persons (the "Criminal Laws"), and any legislation implementing the United Nations Convention Against Corruption, the United Nations Transnational Organized Crime Convention; or the Organization for Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and

- (2) are not and have not been within a five-year period prior to the date of this Agreement or the date of each of the Zeekr Agreements condemned or sentenced by any judicial or administrative authority for any corrupt or illegal practice under the Criminal Laws.
- 7.2 Each Party represents and warrants that it has implemented policies and procedures aiming at preventing corruption and bribery, including effective sanctions against any activity of its directors, officers and employees that might be considered a corrupt or illegal practice under the Criminal Laws.

8. CONSEQUENCES OF NON-COMPLIANCE

- 8.1 Each Party shall promptly notify the other Parties if a Party knows or has reason to believe that a breach of the Code of Conduct or any provision of this Appendix has occurred in connection with this Agreement, or if a Party or any owner, officer, or director thereof comes under investigation or is convicted of any serious offense (defined as a felony or its equivalent) or if any owner, officer, director or employee comes under investigation or is convicted of any offense in connection with the Agreement.
- 8.2 Failure by any Party and its directors, officers and employees to comply with the terms of this Appendix shall always be deemed to constitute a material breach of the Agreement.

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APPENDIX 4

[***]

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

THREE PARTIES AGREEMENT

This Three Parties Agreement (this "Agreement") is made on [], 2023 by and between:

- (1) NINGBO GEELY AUTOMOBILE RESEARCH AND DEVELOPMENT CO., LTD., (Company Identification No. 91330201066600025F), a limited liability company incorporated under the laws of People's Republic of China whose registered office is at No.818, Binhai 2nd Road, Hangzhou Bay New District, Ningbo, China ("Service Provider");
- (2) POLESTAR PERFORMANCE AB, (Reg. No. 556653-3096), a limited liability company incorporated under the laws of Sweden whose registered office is at Assar Gabrielssons Väg 9, 405 31, Gothenburg, Sweden ("the Purchaser"); and
- (3) POLESTAR TECHNOLOGY (ZHONGSHAN) CO., LTD., (极星科技(中山)有限公司)
 (Company Identification No. 91442000MAD0U8HC29), a limited liability company incorporated under the laws of People's Republic of China ("Polestar JV").

Each of Service Provider, the Purchaser and Polestar JV is hereinafter referred to as a "**Party**" and jointly as the "**Parties**".

BACKGROUND

- A. Service Provider and the Purchaser have entered into a Service Agreement, [***] Vehicle Development Agreement (the "Service Agreement") dated December 28, 2021, under which Service Provider will provide development services for the new Polestar vehicle project [***] (previously referred to as [***]) based on [***]as described thereunder.
- B. The Purchaser has, upon the request of Polestar JV, being its distributor of the Polestar Vehicles to be sold within the Chinese market (the "**China Polestar Vehicles**"), agreed on [***][***]in China Polestar Vehicles to the [***] developed by Polestar JV [***] as defined below in Section 2.1.
- C. In light of the foregoing, the Parties now wish to enter into this Agreement as follows:

1. SCOPE OF AGREEMENT

1.1 The Service Agreement will be amended to the extent herein provided and will, except as specifically amended, continue in full force and effect in accordance with its original terms. In case of any discrepancy between the provisions of this Agreement and the Service Agreement, the provisions of this Agreement shall prevail. Unless specifically defined in this Agreement,

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all capitalized terms used herein without definition shall have the same meanings ascribed to them under the Service Agreement.

2. AGREEMENT

2.1 Definition of the Requested Change.

Notwithstanding what is provided under the Service Agreement, the Parties agree that the [***] in China Polestar Vehicles shall be changed to the [***]developed by Polestar JV, (i.e. [***]) as specified in <u>Appendix 2</u> (the "**Requested Change**").

- 2.2 <u>Provision of Services by Polestar JV.</u>
- 2.2.1 Polestar JV shall be responsible for performing the Requested Change and providing deliverables in relation to the Requested Change. The agreed scope and specifications of

Services for the China Polestar Vehicles other than the Requested Change shall remain unchanged under the Service Agreement.

- 2.2.2 Subject to Section 2.9.3, Polestar JV shall deliver all deliverables in relation to the Requested Change to the Service Provider within the timeframes as specified in <u>Appendix 1A</u> and ensure such deliverables be in conformity with all the requirements as set forth in <u>Appendix 1A</u> and <u>Appendix 1B</u>.
- 2.3 Acceptance Standards and Milestone Reviews.
- 2.3.1 Notwithstanding what is provided under the Service Agreement and other Project Agreement (as defined below), the acceptance standards for the Requested Change shall be the latest Requested Change acceptance standards released by the Purchaser to the Service Provider as specified in <u>Appendix 1B</u> (the "Acceptance Standards") for [***].
- 2.3.2 Notwithstanding what is provided under the Service Agreement and other Project Agreement (as defined below), the Parties shall jointly conduct the Milestone reviews (for the avoidance of doubt, such Milestone reviews shall only mean the reviews on the Requested Change) based on the Acceptance Standards for [***]. For the sake of clarity, only the Service Provider and the

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Purchaser will participate in the Milestone reviews relating to China Polestar Vehicles (other than the Requested Change).

- 2.3.3 The Parties shall, immediately upon the execution of this Agreement, engage in a joint assessment [***]process of the Requested Change, with the intent to approve in writing that the Requested Change complies with the Acceptance Standards for [***]. [***]
- 2.4 Service Fees.
- 2.4.1 [***]
- 2.4.2 [***]
- 2.4.3 [***]
- 2.5 Payment Terms.
- 2.5.1 All amounts and payments referred to in this Agreement shall be paid in the currency of CNY by bank transfer.
- 2.5.2 [***]

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- 2.5.3 [***] 2.5.4 [***] 2.5.5 Payment made later than the due date as described above will automatically be subject to interest for late payments for each day it is not paid and the interest shall be based on [***] 2.5.6 Any paid portion of the Requested Change Related Costs is non-refundable. 2.6 Quality Related Arrangement. 2.6.1 [***] 2.6.2 [***] 2.6.3 [***] 2.7 Delay of Milestones. 2.7.1 [***] 2.7.2 [***]. 2.8 Other Default. [***] 2.9 Governance. 2.9.1 Notwithstanding what is provided in the Service Agreement, Polestar JV shall join as a party to the Steering Committee that is already established by the Service Provider and the Purchaser in accordance with the Service Agreement but is only entitled to join the discussion on issue(s) in relation to the Requested Change. 2.9.2 In the event that any matter arises out of or in connection with this Agreement but is not expressly provided under this Agreement, then upon the request of any Party by written notice, the Parties shall meet and discuss in good faith a possible resolution thereof through a meeting with the participation of the representatives of each Party. 2.9.3 [***] 3. GENERAL PROVISIONS
- 3.1 This Agreement shall be effective as from 1st October 2023 retroactively.
- 3.2 The Parties further agree, upon the execution of this Agreement, Polestar JV shall only be liable for the obligations provided under this Agreement, [***].
- 3.3 This Agreement shall be governed and construed in accordance with the laws of China. Any dispute arising from or in connection with this Agreement shall be submitted to China International Economic and Trade Arbitration Committee ("CIETAC") for arbitration which shall be held in Shanghai and conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration, whereas the language to be used in the arbitral

proceedings shall be English and Chinese. The arbitral tribunal shall be composed of three (3) arbitrators. The arbitral award shall be final and binding upon the Parties.

- 3.4 This Agreement is and should be regarded and interpreted as an amendment to the Service Agreement. The validity of this Agreement is therefore dependent upon the validity of the Service Agreement.
- 3.5 No amendment of this Agreement will be effective unless it is in writing and signed by all Parties. A waiver of any default is not a waiver of any later default and will not affect the validity of this Agreement.
- 3.6 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 3.7 The Parties shall keep this Agreement strictly confidential, unless disclosure is required by applicable law, courts, arbitration tribunals, regulatory authorities or any stock exchange.

[SIGNATURE PAGE FOLLOWS]



Agreement no.: GEE23-022

The Agreement has been entered into in four (4) original copies, of which the Service Provider received two (2) originals, the Purchaser received one (1) original and Polestar JV received one (1) original.

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NINGBO GEELY AUTOMOBILE RESEARCH AND DEVELOPMENT CO., LTD.

By:_/s/ Tong Zhiyuan _

Printed Name: Tong Zhiyuan

Title:__VP_____

Date: ____2023.11.30_____

By:_____

Printed Name:_____

Title:_____
Date:_____

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Agreement no.: GEE23-022

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POLESTAR PERFORMANCE AB

By:_/s/ Anna Rudensjö_____

Printed Name: ___ Anna Rudensjö _____

Title: ___General Counsel_____

Date:___Nov 14, 2023_____

By:_/s/ __Johan Malmqvist_____

Printed Name:_ Johan Malmqvist _____

Title:___CFO_____

Date:___Nov 16, 2023_____

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Agreement no.: GEE23-022

POLESTAR TECHNOLOGY (ZHONGSHAN) CO., LTD., (极星科技(中山)有限公司)

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By:_/s/ _ Ziyu Shen_____

Printed Name: ____ Ziyu Shen_____

Title:__CEO_____

Date:__ 27 November, 2023 _____

By:_____

Printed Name:_____

Title:_____

Date:

APPENDIX 1

1A- Time plan: [***]

1B-Acceptance standard:

1. [***]

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APPENDIX 2

[***]

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APPENDIX 3 QUOTATION

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[***]

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

<u>ASSET PURCHASE AGREEMENT</u> 资产购买协议

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of ("Effective Date") in the People's Republic of China ("China" or the "PRC") by and between:

本资产购买协议("**本协议**")于______("**生效日**")在中华人民共和国

("**中国**")由以下各方签署:

(1) Polestar Automotive China Distribution Co., Ltd. ("Seller"), a limited liability company incorporated under the laws of the PRC (unified social credit code: 91510112MA6D05KT88), having its registered office at No.404, Building 4, Chengdu Logistics Base for Joint Transport (Chengdu Highway Port), No. 325 Jingkai Nansi Road, Chengdu Economic and Technological Development Zone (Longquanyi District), Sichuan Province, China; and

极星汽车销售有限公司("卖方"),一家根据中国法律成立的有限责任公司 (统一社会信用代码:91510112MA6D05KT88),注册地址位于四川省成都经 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;以及

(2) Polestar Technology (Zhongshan) Co., Ltd. ("Buyer"), a limited liability company incorporated under the laws of the PRC (unified social credit code: 91442000MAD0U8HC29), having its registered office at Card A-2, Room 1120A, 11/F, Building 1, No. 34 Xiangshan Avenue, Cuiheng New District, Nanlang Street, Zhongshan, China.

极星科技(中山)有限公司("买方"),一家根据中国法律成立的有限责任公司(统一社会信用代码: 91442000MAD0U8HC29),注册地址位于中国中山市 南朗街道翠亨新区香山大道 34 号 1 号楼 11 层 1120A 室 A-2 卡。

Seller and Buyer are hereinafter also referred to individually as a "**Party**" and collectively as the "**Parties**".

卖方及买方在下文中被单独称为"一方", 合称为"双方"。

<u>RECITALS</u> 前言

WHEREAS, Buyer was jointly established by Polestar Automotive (Singapore) Distribution

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Pte. Ltd and Hubei Xingji Meizu Group Co., Ltd. pursuant to a Shareholders Agreement dated 19 June 2023 ("**Shareholders Agreement**"). According to the Shareholders Agreement, Buyer shall enter into an Asset Purchase Agreement with Seller to purchase certain assets; and **鉴于**, 买方由 Polestar Automotive (Singapore) Distribution Pte. Ltd 及湖北星纪魅族集团 有限公司依据一份于 2023 年 6 月 19 日签署的股东协议 ("**股东协议**") 共同设立。根据 该股东协议,买方应当与卖方达成一份资产购买协议以购买特定资产;以及

WHEREAS, Seller agrees to sell and transfer, and Buyer agrees to purchase and acquire, the Sold Assets (as defined in <u>Section 2.1</u> below).

鉴于,卖方同意出售并转让,买方同意购买并取得被出售资产(定义见下文<u>第2.1条</u>)。

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE 1 <u>INTERPRETATION</u> 第一条 <u>释义</u>

In this Agreement, unless the context otherwise requires, the following words and expressions will have the following meanings:

在本协议中,除非另有要求,下列词语及表述应当具有如下含义:

"Business Day" means a day on which banks are open for business in the PRC (excluding Saturdays, Sundays, bank holidays and public holidays).

"**工作日**"是指在中国,银行开门营业的日期(不包括周六、周日、银行假日及公共假日)。

"Contemplated Transactions" means all of the transactions contemplated by this Agreement. "**拟议交易**"是指本协议项下所有拟进行的交易。

"Closing Date" is defined in <u>Section 4.2</u> of this Agreement. "交割日"由本协议第 4.2 条定义。

"Encumbrance" means any security interest, pledge, mortgage, lien, transfer restriction, charge, option, easement, claim, right of first refusal or other encumbrance of any kind or any agreement to create any of the foregoing.

"**权利负担**"是指任何担保物权、质押、抵押、留置、转让限制、押记、期权、地役权、 权利主张、优先购买权或其他任何种类的权利负担,或由任何协议所设立的上述任何 一项权利负担。

"RMB" means the official currency of the PRC. "**人民币**"是指中国的法定货币。

"VAT" means the value-added tax under the PRC law.

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"增值税"是指中国法律规定的增值税。

ARTICLE 2 <u>PURCHASE AND SALE OF ASSETS</u> 第二条 资产的购买与出售

 Sale and Transfer of Assets

 资产的出售与转让

In accordance with and subject to the provisions of this Agreement, on the Closing Date, Buyer will purchase and acquire from Seller, and Seller will sell, transfer, assign, convey and deliver to Buyer, all of the right, title and interest in or to the following assets, free and clear of all Encumbrances:

根据并受限于本协议的规定,在交割日当日,买方将向卖方购买并取得,卖方 将不带有任何权利负担地,向买方出售、转让、出让、让与并交付下列资产的 所有权利、权属和权益:

 (a) All of the tangible and intangible assets owned by Seller as described and listed in Schedule A attached hereto.
 本协议所附的附表 A 中所描述并列出的由卖方所有的全部有形资产及无

形资产。

All of these assets listed above to be sold and transferred to Buyer are herein referred to collectively as the "Sold Assets."

所有上文所列的被出售及转让给买方的该等资产,在本协议中合称为"**被出售资** 产"。

2.2 <u>Assignment of Lease Agreements</u> 租赁协议的转让

> As quickly as possible after the Effective Date and before the expected Closing Date, the Parties shall use their best effects to enter into a three party losse assignment

une ratues shall use unen best erions to enter into a unce-party rease assignment agreement with the relevant landlord for each of the stores and service facilities listed in Schedule B ("Lease Assignment Agreements"). Pursuant to these Lease Assignment Agreements, those lease agreements of the stores and facilities listed on Schedule B will be assigned by Seller to Buyer and such assignment shall become effective starting from the Closing Date. If the Parties fail to enter into the Lease Assignment Agreements prior to the Closing Date with respect to certain stores listed in Schedule B, the Parties shall continue to use their best efforts to assign such lease agreements as quickly as possible thereafter. To the extent certain lease agreements cannot or has not been assigned to Buyer, Seller shall continue to make rental payments to the relevant landlord under such lease agreements and may seek reimbursement of such rental payments from Buyer until they are successfully assigned to Buyer. For the avoidance of doubt, with respect to any assets that are not included in the scope of Sold Assets listed in Schedule A, Buyer shall pay separate purchase price for such additional assets under separate asset purchase agreements to be mutually agreed by the Parties.

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In addition, after the execution of this Agreement, lease agreements of the stores and facilities listed on Schedule C will be assigned by Seller to Buyer and the terms and conditions of such stores' and facilities' assignment shall be mutually agreed by the Parties..

双方应在生效日后尽快,并在预期的交割日前,尽最大努力与相关业主就附表 B所列各店铺及服务设施签订三方租赁转让协议("**租赁转让协议**")。根据这些 租赁转让协议,附表 B 所列店铺及设施的租赁协议将由卖方转让给买方,并且 该转让将自交割日起生效。如果双方未能在交割日前就附表 B 中所列的某些店 铺签订租赁转让协议,双方应继续尽最大努力在此后尽快转让该等租赁协议。 当某些租赁协议不能或尚未转让给买方时,卖方应继续依照该等租赁协议。 当某些租赁协议不能或尚未转让给买方时,卖方应继续依照该等租赁协议向相 关业主支付租金,并可要求买方偿还该等租金,直到该等租赁协议被成功转让 给买方。为免歧义,对于任何未包括在附表 A 所列的被出售资产范围内的任何 其它资产,买方应根据双方另行共同商定的资产购买协议,另行支付购买价格 以购买该等其它资产。此外,本协议签署后,附表 C 所列店铺及设施的租赁协 议将由卖方转让给买方,转让该等店铺和设施的条款和条件应由双方一致同意。

2.3 <u>Transfer of Employees</u> 雇员的转让

As quickly as possible after the Effective Date, the Parties shall use their best efforts to enter into an employment transfer agreement with each of those employees of Seller who are mutually selected by the Parties to become employees of Buyer (collectively, the "**Employment Transfer Agreements**"). These Employment Transfer Agreements shall include the following key principles: "[***]".

在生效日后,双方应尽最大努力与被双方共同指定成为买方雇员的每一位卖方 雇员签订雇佣关系转移协议(合称为"**雇佣关系转移协议**")。该等雇佣关系转 移协议应包含以下重要原则:"[***]"。

 2.4
 Assistance in Transfer of Sold Assets

 协助转让被出售资产

As soon as practical after the Closing Date, subject to Buyer's full performance of all payment obligations hereunder and upon the terms and subject to the conditions set forth in this Agreement, each Party will (and, to the extent applicable, will cause their respective affiliated entities to) use its reasonable best efforts to take, or cause to be taken, all actions, to do, or cause to be done, and to assist and cooperate with the other Party in doing, all things necessary, proper or advisable to consummate and make effective, the Contemplated Transactions in accordance with the terms of this Agreement.

在交割日后可行的时间内,在买方全面履行本协议规定的所有付款义务的前提

下,根据本协议规定的条款和条件,每一方应尽快(并在适用的范围内促使其 各自的关联实体)尽其合理的最大努力,采取或促使采取所有行动以开展或促 使开展,以及协助和配合另一方进行所有必要、适当或可取的事项,以依照本 协议的条款完成拟议交易并使之生效。

ARTICLE 3 <u>PURCHASE PRICE</u> 第三条 <u>购买价格</u>

- 3.1 <u>Purchase Price</u> 购买价格
 - (a) The aggregate purchase price for the Sold Assets will be RMB "[***]" (RMB "[***]"), (exclusive of VAT) (the "Purchase Price"). The VAT-inclusive amount shall be RMB "[***]" (RMB "[***]").
 被出售资产的购买价格总计为人民币"[***]"元 (人民币"[***]"元) (不含 增值税) ("购买价格")。含增值税金额为人民币"[***]").
 - (b) Price Allocation. The Purchase Price among different types of Sold Assets will follow the allocation set forth in Schedule A attached hereto. 价格分配。不同类型的被出售资产之间的购买价格将遵循本协议所附的 附表 A 所规定的分配方案。
- 3.2 <u>Tax</u> 税款

The Buyer and Seller shall bear their respective taxes and fees under the provisions of Chinese laws and regulations.

买卖双方各自承担在中国法律法规的规定下应承担的税费。

3.3 <u>Payment of Purchase Price</u> 购买价格的支付

Within "[***]" Business Days after the Closing Date or such other date as mutually agreed by the Parties, Buyer shall pay Seller the Purchase Price by wire transfer of immediately available funds to a bank account in China designated by Seller.

自交割日后的"[***]"个工作日内,或在双方共同同意的其他日期内,买方应将 即时可用的资金电汇至卖方所指定的中国境内的银行账户,以此向卖方支付购 买价格。

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ARTICLE 4 <u>CLOSING</u> 第四条 <u>交割</u>

4.1 <u>Condition Precedent</u> 先决条件

:

The obligation of each Party to close the Contemplated Transaction under this Agreement shall be subject to the fulfillment or waiver of the following conditions: 每一方在本协议项下拟议交易的交割义务应以下列条件得到满足或豁免为前提

(a) all of the conditions set forth in <u>Section 5.4</u> of the Shareholders Agreement have been fulfilled or waived by the signatory of the Shareholders Agreement and the Completion of First Contribution (as defined in the Shareholders Agreement) has been completed; and

股东协议第5.4条规定的所有条件已得到满足或由股东协议的签署方豁免

, 且首期出资条件满足 (定义见股东协议) 已被完成; 以及

(b) the covenants and obligations to be performed or complied with by the Parties on or before the Closing Date in accordance with this Agreement shall have been performed or complied with in all material respects. 双方根据本协议于交割日当日或之前应当履行或遵守的承诺及义务应已 得到所有实质上的履行或遵守。

4.2 Closing

交割

Unless otherwise agreed to in writing by the Parties, the closing of the Contemplated Transactions (the "**Closing**") shall take place within "[***]" Business Days or such other date as mutually agreed by the Parties after all of the closing conditions set forth in <u>Section 4.1</u> above have been fulfilled or waived by the Parties. The Closing will take place remotely via the electronic exchange of documents and signatures or through such other methods as the Parties agree. The date when the Closing occurs in accordance with this Agreement is herein referred to as the Closing Date (the "**Closing Date**"). 除非双方另行书面约定, 拟议交易的交割 ("**交割**") 应在上述<u>第 4.1 条</u>规定的所 有交割条件得到满足或被双方豁免后的"[***]"个工作日内,或者在双方共同同 意的其他日期内进行。交割将通过以电子方式交换文件和签名,或双方同意的 其他方式远程进行。根据本协议进行交割的日期在本协议中被称为交割日 ("**交**割日")。

4.3 <u>Delivery by Seller at Closing</u> 交割时卖方的交付

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At the Closing, Seller will deliver, and cause to be delivered, to Buyer all original agreements set forth in Schedule B attached hereto, , all copies of tax invoices (i.e., Ξ

票), customs documents (if any) and other documents or receipts in association with the sale and transfer of the Sold Assets, documents being proof of ownership of the Sold Assets (as applicable), and such other customary instruments of transfer, filings or documents as may be required to give effect to the Contemplated Transactions.

交割时,卖方应向买方交付或促使交付所有本协议附表 B 所列的全部合同原件、 所有税款发票的副本(即发票)、报关文件(如有)及与被出售资产的出售及 转让有关的其他相关文件或收据,被出售资产的所有权证明文件(如适用), 以及拟议交易生效所需的其他惯常转让文书、备案或文件。

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE SELLER 第五条 卖方的陈述与保证

As of the Effective Date and the Closing Date, the Seller represents and warrants to the Buyer as follows: 截至本协议生效日及交割日,卖方向买方作如下陈述和保证:

5.1 <u>Organization of the Seller; Authority</u> 卖方的组织;权力

> The Seller is a limited liability company duly organized, validly existing under the laws of the PRC. The Seller has all requisite power and authority to own and hold the Sold Assets owned or held by it, to carry on its business, and to own or lease and operate its properties as such business is now conducted and such properties are now owned, leased, or operated. The Seller has all requisite power, authority, and capacity to execute and deliver this Agreement and all other agreements, documents, and instruments contemplated hereby and to carry out all actions required of it pursuant to the terms of this Agreement.

卖方是一家根据中华人民共和国法律合法设立、有效存续的有限责任公司。卖 方具有拥有和持有其所拥有或持有的被出售资产、以其目前经营业务和拥有、 租赁或运营其财产的方式经营其业务和拥有或租赁及运营其财产所必需的所有 权限和权力。卖方具有签署和交付本协议和在此预期的所有其它协议、文件和 文书,以及执行根据本协议要求的所有行为的所有必需的权限、权力和能力。

5.2 <u>Non-contravention</u>

无违反

Neither the execution and delivery of this Agreement by the Seller nor the consummation of Contemplated Transactions hereby will constitute a violation of, or

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be in conflict with, or constitute or create a default under, or result in the creation or imposition of any Encumbrance upon any property of the Seller (including, without limitation, any of the Sold Assets) pursuant to (a) the Articles of Association of the Seller; (b) any agreement or commitment to which the Seller is a party or by which the Seller or any of its properties (including, without limitation, any of the Sold Assets) is bound, or to which the Seller or any of such properties is subject; or (c) any statute or any judgment, decree, order, regulation, or rule of any court or governmental authority. 卖方对本协议的签署和交付以及本协议项下拟议交易的完成均不会构成对下列 各项的违反或抵触: (a)卖方的章程; (b)卖方作为一方或对卖方或其任何财产(包括但不限于任何被出售资产) 具有约束力的任何协议或承诺,或卖方或任何该等财产须遵守的任何协议或承诺; 或(c)任何成文法或任何法院或政府部门的任何判决、法令、命令、法规或规则,亦不会构成或造成该等协议或承诺项下的 违约,或导致根据该等协议或承诺在卖方的任何财产(包括但不限于任何被出售资产)上设立或施加任何权利负担。

5.3 <u>Title to Sold Assets</u> 对被出售资产的所有权

The Seller is the lawful owner of, has good and valid record and marketable title to, and has the full right to sell, convey, transfer, assign, and deliver the Sold Assets, without any restrictions of any kind whatsoever. All of the Sold Assets are entirely free and clear of any security interest, liens, charges, options, mortgages, leases (or subleases), conditional sales agreements, title retention agreements, encumbrances of any kind, or restrictions against the transfer or assignment thereof.

卖方是被出售资产的合法所有人,拥有良好有效的记录及可转让的所有权,并 有充分的权利出售、让与、转让、出让并交付被出售资产,而不存在任何种类 的任何限制。所有被出售资产均不存在任何担保权益、留置权、押记、选择权、 抵押、租约(或转租租约)、附条件销售协议、所有权保留协议、任何种类的 权利负担或对转让或让与的限制。。

5.4 <u>Compliance to Law</u> 遵守法律

The Seller has complied with, and is in compliance with, (a) all laws, regulations and rules applicable to its business or any of the Sold Assets; (b) all unwaived terms and provisions of all contracts, agreements, and indentures to which the Seller is a party, or by which the Seller or any of the Sold Assets is subject; and (c) its Articles of Association.

卖方已经或正遵守,(a)适用于其业务经营或任何被出售资产的所有法律、法规 和规章;(b)卖方作为一方,或卖方或任何被被出售资产受之控制的所有合同、

协议和契约的所有未放弃的条款和规定;以及(c)卖方的章程。

ARTICLE 6 GOVERNING LAW AND DISPUTE RESOLUTION 第六条 管辖法律及争议解决

6.1 <u>Governing Law</u> 管辖法律

The formation, validity, interpretation, execution, enforcement, amendment, and termination of this Agreement will be governed by the published laws of the PRC. 本协议的订立、效力、解释、签署、执行、修订及终止应受已公布的中国法律管辖。

6.2 <u>Arbitration</u>

仲裁

(a) Any dispute arising from or in connection with this Agreement will be submitted to the China International Economic and Trade Arbitration Center ("CIETAC") in accordance with the arbitration procedures and rules of the CIETAC in force when the notice of arbitration is submitted. The seat of arbitration shall be Beijing. The arbitration proceedings shall be conducted in both English and Chinese.

任何因本协议产生或与本协议有关的争议应提交中国国际经济贸易仲裁 委员会("**贸仲委**"),并依照提交仲裁通知时贸仲委届时有效的仲裁程 序和规则解决。仲裁地点为北京。仲裁程序应以英文和中文进行。

(b) The number of arbitrators shall be three (3), of whom, one (1) arbitrator shall be designated by the claimant(s), one (1) arbitrator shall be designated by the respondent(s), and the third arbitrator shall be selected by the first two arbitrators through discussion or the commission.
 仲裁员人数应为三(3)名,其中一(1)名由申请人指定,一(1)名由

被申请人指定,另外一(1)名由前两(2)名仲裁员通过讨论或委托选 定。

(c) The award of the arbitral tribunal shall be final and binding upon the Parties. Both Parties agree to waive their right to appeal to any court with jurisdiction in relation to relevant issues. Any arbitration expense (excluding attorney fees) shall be paid by the losing Party or as fixed by the arbitral tribunal. 仲裁裁决应为终局裁决,对双方均有约束力。双方同意放弃就相关事项

向任何有管辖权的法院上诉的权利。任何仲裁费用(不包括律师费)应由 败诉的一方承担或由仲裁庭确定。

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- (d) The arbitral award may be enforced by filing as judgment in any court having jurisdiction, or application may be made to such court for assistance in enforcing the award, as the case may be. If it becomes necessary for either Party to enforce an arbitral award by legal action of any kind, the defaulting Party shall pay all reasonable costs and expenses and attorney's fees, including any cost of additional litigation or arbitration that shall be incurred by the Party seeking to enforce the award.
 仲裁裁决可作为判决提交任何有管辖权的法院执行,或向该等法院申请协助执行仲裁裁决(视情况而定)。如果任何一方有必要通过任何种类的法律诉讼执行仲裁裁决,违约的一方应承担所有合理的费用、开支和律师费,包括寻求执行仲裁裁决的一方产生的额外诉讼或仲裁的任何费
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ARTICLE 7 <u>OTHER PROVISIONS</u> 第六条 <u>其他条款</u>

7.1 <u>Confidentiality</u>

保密

The terms and conditions regarding the confidentiality stipulated in Section 18 of the Shareholders Agreement shall apply to this Agreement. 股东协议第 18 条中规定的关于保密的条款和条件应适用于本协议。

7.2 <u>Effectiveness</u>

生效

This Agreement will become effective upon execution and delivery by the Parties. 本协议将自双方签署并交付后生效。

7.3 <u>Amendment</u> 修订

This Agreement may not be amended, modified, or supplemented except upon the execution and delivery of a written agreement executed by the Parties. 除非双方另行签署并交付一份书面协议,本协议不得被修订、修改或补充。

7.4 <u>No Assignment</u> 不可转让

Neither this Agreement nor any of the rights, interests or obligations hereunder will be assigned by any Party without the prior written consent of the other Party. Subject to the foregoing sentence, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns. Any purported assignment in contravention of this <u>Section 6.3</u> will be void and of no force

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or effect. No assignment of any obligations hereunder will relieve the Parties of any such obligations.

本协议或本协议项下的任何权利、权益或义务,未经另一方事先的书面同意, 一方不得转让。受限于前句规定,本协议将对双方及其各自的继承人以及经许 可的受让人具有约束力,并由该等主体作为受益人。任何意在违反本<u>第6.3条</u>的 转让均无效且不产生约束力或效力。本协议项下任何义务的转让均不免除双方 的任何该等义务。

- 7.5 <u>Counterparts and Language</u> 副本及语言
 - (a) This Agreement is executed in three original counterparts, each of which when executed will have equal force and effect in law and be deemed as an effective original.
 本协议共签署三份文本,每一份文本在被签署后将具有同等法律效力,并被视为一份有效的原件。
 - (b) This Agreement will be signed and executed in both English and Chinese languages. In case of any discrepancies between the two versions, the English language version will prevail.

本协议将以英文及中文签署。如果该两种文本之间存在任何不一致,则 以英文文本为准。

[INTENTIONALLY BLANK]

|以下无正文|

[Signature page to Asset Purchase Agreement] [资产购买协议签字页]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the date first above written. 兹此为证,双方已促使其正式的授权代表于文首所述日期签署本协议。

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

Company Seal 公司公章

By: _____ Wu Huijing (吴慧静), General Manager _ 签名: Name: 姓名: Title: 职位:

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[Signature page to Asset Purchase Agreement] [资产购买协议签字页]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the date first above written. 兹此为证,双方已促使其正式的授权代表于文首所述日期签署本协议。

Polestar Technology (Zhongshan) Co., Ltd 极星科技 (中山) 有限公司

Company Seal 公司公章

By: _____ Shen Ziyu (沈子瑜), Legal Representative _____ 签名: Name: 姓名: Title: 职位:

SCHEDULE A - SOLD ASSETS 附表 A - 被出售资产

No. 序号	Assets 资产	Capitalized on 资本化日期	Asset Description 资产描述	Subcategory in Audit Report 审计报告小分类	Category 分类	Value in CNY (exclusive of VAT) 人民币价值(不含 税)
1.	"[***]"	"[***]"	Shanghai Hall Of Sun Space decoration and decoration materials 太阳宫门店装修及装 修附着物	Roads, Houses and Buildings (道路、房屋、建 筑物)	Tangible 有形资产	"[***]"
	"[***]"	"[***]"	Shanghai JAKC Space	Roads, Houses and Buildings		"[***]"

2.			decoration materials 上海嘉里中心门店装 修及装修附着物	(道路、房屋、建 筑物)	Tangible 有形资产	
3.	"[***]"	"[***]"	BJ Indigo Facilities decoration and decoration materials 北京颐堤港商场门店 装修及装修附着物	Roads, Houses and Buildings (道路、房屋、建 筑物)	Tangible 有形资产	"[***]"
4.	"[***]"	"[***]"	Beijing SJJY Space decoration and decoration materials 北京世纪金源门店装 修及装修附着物	Roads, Houses and Buildings (道路、房屋、建 筑物)	Tangible 有形资产	"[***]"
5.	"[***]"	"[***]"	Hangzhou Mixe Asset decoration and decoration materials 杭州万象城门店装修 及装修附着物	Roads, Houses and Buildings (道路、房屋、建 筑物)	Tangible 有形资产	"[***]"
6.	"[***]"	"[***]"	iPhone 12, 128G, 5G, Black *1 iPhone 12, 128G, 5G黑 色手机 *1	Office Equipment (办公设备)	Tangible 有形资产	"[***]"
7.	"[***]"	"[***]"	Panasonic 98" commercial LCD Screen *1 松下电器(中国)有限公 司98英寸LCD大屏*1	Office Equipment (办公设备)	Tangible 有形资产	"[***]"
8.	"[***]"	"[***]"	Phone_Huawei P40 pro_UQG02211130004 17 *1 华为 P40 pro 手机 *1	Office Equipment (办公设备)	Tangible 有形资产	"[***]"
9.	"[***]"	"[***]"	Phone Huawei Mate30 pro_9¥S022081700237 1*1 华为 Mate30 pro 手机 *1	Office Equipment (办公设备)	Tangible 有形资产	"[***]"

No. 序号	Assets 资产	Capitalized on 资本化日期	Asset Description 资产描述	Subcategory in Audit Report 审计报告小分类	Category 分类	Value in CNY (exclusive of VAT) 人民币价值(不含 税)
10.	"[***]"	"[***]"	Phone Huawei Mate40 pro_8VT5T2170600767 0*1 华为 Mate40 pro 手机 *1	Office Equipment (办公设备)	Tangible 有形资产	"[***]"
11.	"[***]"	"[***]"	Fire facilities and modification 门店消防设备	Other Equipment (其他设备)	Tangible 有形资产	"[***]"
12.	"[***]"	"[***]"	KINZON KIN65GL LED Standee*7 KINZON KIN65GL 定 制 LED 立牌 *7	Other Equipment (其他设备)	Tangible 有形资产	"[***]"
13.	"[***]"	"[***]"	Digital platform (Platform list see Schedule D – List of Digital platform) 数字平台 (明细见附 表 D- 数字平台清单)	Software (软件)	Intangible 无形资产	"[***]"
14.	"[***]"	"[***]"	Lumina decoration and decoration materials Lumina 办公室装修及 装修附着物(上海星瀚 广场)	Roads, Houses and Buildings (道路、房屋、建 筑物)	Tangible 有形资产	"[***]"
			总计: Total:			"[***]"

附表 B – 待转让店铺/服务设施						
序号	Space	城市	地址	状态		

SCHEDULE B - STORES / SERVICE FACILITIES TO BE TRANSFERRED 附表 B – 待转让店铺/服务设施

号	Space	城市	地址	状态
1	Polestar 极星上海静安嘉里中心	"[***]"	"[***]"	··[***]"
2	Polestar 极星杭州万象城	"[***]"	"[***]"	"[***]"
3	Polestar 极星北京颐堤港	"[***]"	"[***]"	"[***]"
4	Polestar 极星上海瑞虹天地太阳宫	"[***]"	"[***]"	"[***]"
5	Polestar 极星北京金源新燕莎	"[***]"	"[***]"	"[***]"
6	Polestar 极星上海星瀚广场	"[***]"	"[***]"	"[***]"

SCHEDULE C – OTHER STORES / SERVICE FACILITIES TO BE FURTHER NEGOTIATED FOR TRANSFER 附表 C – 其它待协商转让店铺/服务设施

序号	Space	城市 地址		状态	
1.	Polestar 极星成都高新	"[***]"	"[***]"	"[***]"	
2.	Polestar 极星杭州绍兴路	"[***]"	"[***]"	"[***]"	

SCHEDULE D – LIST OF DIGITAL PLATFORM 附表 D – 数字平台清单

System Name	
系统名称	
" [***]"	
··[***]"	
^{{{} [***]}"	
^{{{} [***]}}	
^{{{} [***]}}	
	L] "[***]" "[***]" "[***]"

6.	**[****] [?]	
7.	··[***]"	
8.	··[***]"	
9.	··[****]**	
10.	··[***]"	
11.	··[***]"	
12.	··[***]"	
13.	··[***]"	
14.	··[***]"	
15.	··[***]"	

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

<u>SUPPLEMENTARY AGREEMENT TO THE ASSET PURCHASE AGREEMENT</u> 资产购买协议之补充协议

THIS SUPPLEMENTARY AGREEMENT ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of ______ ("Effective Date") in the People's Republic of China ("China" or the "PRC") by and between:

本资产购买协议之补充协议("**本协议**")于______("**生效日**")在中华人 民共和国("**中国**")由以下各方签署:

(1) Polestar Automotive China Distribution Co., Ltd. ("Seller"), a limited liability company incorporated under the laws of the PRC (unified social credit code: 91510112MA6D05KT88), having its registered office at No.404, Building 4, Chengdu Logistics Base for Joint Transport (Chengdu Highway Port), No. 325 Jingkai Nansi Road, Chengdu Economic and Technological Development Zone (Longquanyi District), Sichuan Province, China; and

极星汽车销售有限公司("卖方"),一家根据中国法律成立的有限责任公司 (统一社会信用代码:91510112MA6D05KT88),注册地址位于四川省成都经 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;以及

Polestar Technology (Zhongshan) Co., Ltd. ("Buyer"), a limited liability company incorporated under the laws of the PRC (unified social credit code: 91442000MAD0U8HC29), having its registered office at Guangdong, China.
 极星科技 (中山) 有限公司 ("买方"), 一家根据中国法律成立的有限责任公司 (统一社会信用代码: 91442000MAD0U8HC29), 注册地址位于中国广东。

Seller and Buyer are hereinafter also referred to individually as a "**Party**" and collectively as the "**Parties**".

卖方及买方在下文中被单独称为"一方", 合称为"双方"。

<u>RECITALS</u> 前言

WHEREAS, Buyer was jointly established by Polestar Automotive (Singapore) Distribution Pte. Ltd and Hubei Xingji Meizu Group Co., Ltd. pursuant to a Shareholders Agreement dated June 19, 2023 ("Shareholders Agreement"). According to the Shareholders Agreement, Buyer shall enter into an Asset Purchase Agreement with Seller to purchase certain assets;

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鉴于, 买方由 Polestar Automotive (Singapore) Distribution Pte. Ltd 及湖北星纪魅族集团 有限公司依据一份于 2023 年 6 月 19 日签署的股东协议("**股东协议**")共同设立。根据 该股东协议,买方应当与卖方达成一份资产购买协议以购买特定资产;

WHEREAS, Buyer and Seller entered into an Asset Purchase Agreement on ______, 2023 (the "Asset Purchase Agreement"), pursuant to which, lease agreements of the stores and facilities listed on Schedule C to the Asset Purchase Agreement shall be assigned by Seller to Buyer after the execution of the Asset Purchase Agreement; and

鉴于, 买方与卖方于 2023 年____月____日签署了一份《资产购买协议》("资产购 **买协议**"),根据该协议,资产购买协议签署后该协议附表 C 所列店铺及设施的租赁 协议应由卖方转让给买方;以及 **WHEREAS**, Seller agrees to sell and transfer, and Buyer agrees to purchase and acquire, the Additional Sold Assets (as defined in <u>Section 2.1</u> below).

鉴于,卖方同意出售并转让,买方同意购买并取得新增被出售资产(定义见下文<u>第 2.1</u> 条)。

NOW, THEREFORE, the Parties hereby agree as follows: 现双方特此约定如下:

ARTICLE 1 <u>INTERPRETATION</u> 第一条 释义

In this Agreement, unless the context otherwise requires, the following words and expressions will have the following meanings:

在本协议中,除非另有要求,下列词语及表述应当具有如下含义:

"Business Day" means a day on which banks are open for business in the PRC (excluding Saturdays, Sundays, bank holidays and public holidays).

"**工作日**"是指在中国,银行开门营业的日期(不包括周六、周日、银行假日及公共假日)。

"Contemplated Transactions" means all of the transactions contemplated by this Agreement. "**拟议交易**"是指本协议项下所有拟进行的交易。

"Closing Date" is defined in <u>Section 4.1</u> of this Agreement. "交割日"由本协议<u>第 4.1 条</u>定义。

"Encumbrance" means any security interest, pledge, mortgage, lien, transfer restriction, charge, option, easement, claim, right of first refusal or other encumbrance of any kind or any agreement to create any of the foregoing.

"权利负担"是指任何担保物权、质押、抵押、留置、转让限制、押记、期权、地役权、

权利主张、优先购买权或其他任何种类的权利负担,或由任何协议所设立的上述任何 一项权利负担。

"RMB" means the official currency of the PRC. **"人民币**"是指中国的法定货币。

"VAT" means the value-added tax under the PRC law. "增值税"是指中国法律规定的增值税。

ARTICLE 2 <u>PURCHASE AND SALE OF ASSETS</u> 第二条 资产的购买与出售

2.1 <u>Sale and Transfer of Assets</u> 资产的出售与转让

> In accordance with and subject to the provisions of this Agreement, on the Closing Date, Buyer will purchase and acquire from Seller, and Seller will sell, transfer, assign, convey and deliver to Buyer, all of the right, title and interest in or to the following assets, free and clear of all Encumbrances:

> 根据并受限于本协议的规定,在交割日当日,买方将向卖方购买并取得,卖方 将不带有任何权利负担地,向买方出售、转让、出让、让与并交付下列资产的 所有权利、权属和权益:

> (a) All of the tangible assets owned by Seller as described and listed in Schedule A attached hereto.

本协议所附的附表 A 中所描述并列出的由卖方所有的全部有形资产。

All of these assets listed above to be sold and transferred to Buyer are herein referred to collectively as the "Additional Sold Assets."

所有上文所列的被出售及转让给买方的该等资产,在本协议中合称为"**新增被出**

²

售资产"。

2.2 <u>Assignment of Lease Agreements</u> 租赁协议的转让

As quickly as possible after the Effective Date and before the expected Closing Date, the Parties shall use their best efforts to enter into a three-party lease assignment agreement with the relevant landlord for each of the stores and service facilities listed in Schedule B ("Lease Assignment Agreements"). Pursuant to these Lease Assignment Agreements, those lease agreements of the stores and facilities listed on Schedule B will be assigned by Seller to Buyer and such assignment shall become effective starting from the Closing Date. If the Parties fail to enter into the Lease Assignment Agreements prior to the Closing Date with respect to certain stores listed in Schedule B, the Parties shall continue to use their best efforts to assign such lease

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agreements as quickly as possible thereafter. To the extent certain lease agreements cannot or has not been assigned to Buyer, Seller shall continue to make rental payments to the relevant landlord under such lease agreements and may seek reimbursement of such rental payments from Buyer pursuant to the Transition Service Agreement which the Parties entered into on ______, 2023(the "Service Agreement"), until they are successfully assigned to Buyer. For the avoidance of doubt, the Additional Sold Assets listed in Schedule A shall include all necessary assets to be transferred to the Buyer in connection with the execution of the Lease Assignment Agreements; rental payments made by Seller to the relevant landlord of the stores and service facilities listed in Schedule B shall not be included in the Additional Sold Assets and the Parties mutually agreed to stipulate such rental payments in the Service Agreement instead.

双方应在生效日后尽快,并在预期的交割日前,尽最大努力与相关业主就附表 B所列各店铺及服务设施签订三方租赁转让协议("租赁转让协议")。根据这些 租赁转让协议,附表 B 所列店铺及设施的租赁协议将由卖方转让给买方,并且 该转让将自交割日起生效。如果双方未能在交割日前就附表 B 中所列的某些店 铺签订租赁转让协议,双方应继续尽最大努力在此后尽快转让该等租赁协议。 当某些租赁协议不能或尚未转让给买方时,卖方应继续依照该等租赁协议向相 关业主支付租金,并可根据双方于 2023 年___月___日签订的《过渡期服务协议》 ("服务协议")要求买方偿还该等租金,直到该等租赁协议被成功转让给买 方。为免歧义,附表 A 所列的新增被出售资产应包括转签租赁转让协议所必要 转让给买方的资产;且卖方根据附表 B 所列各店铺及服务设施向业主先行支付 的租金不应被计入新增被出售资产范围,双方将通过服务协议约定该部分租金 的支付。

2.3 <u>Assistance in Transfer of Additional Sold Assets</u> 协助转让新增被出售资产

As soon as practical after the Closing Date, subject to Buyer's full performance of all payment obligations hereunder and upon the terms and subject to the conditions set forth in this Agreement, each Party will (and, to the extent applicable, will cause their respective affiliated entities to) use its reasonable best efforts to take, or cause to be taken, all actions, to do, or cause to be done, and to assist and cooperate with the other Party in doing, all things necessary, proper or advisable to consummate and make effective, the Contemplated Transactions in accordance with the terms of this Agreement.

在交割日后可行的时间内,在买方全面履行本协议规定的所有付款义务的前提 下,根据本协议规定的条款和条件,每一方应尽快(并在适用的范围内促使其 各自的关联实体)尽其合理的最大努力,采取或促使采取所有行动以开展或促 使开展,以及协助和配合另一方进行所有必要、适当或可取的事项,以依照本 协议的条款完成拟议交易并使之生效。

ARTICLE 3 <u>PURCHASE PRICE</u> 第三条 购买价格

3.1 <u>Purchase Price</u> 购买价格

(a) The aggregate purchase price for the Additional Sold Assets will be RMB "[***]" (RMB "[***]"), (exclusive of VAT) (the "Purchase Price"). The VATinclusive amount shall be RMB "[***]" (RMB "[***]". 新增被出售资产的购买价格总计为人民币"[***]"元(人民币"[***]"))(不 含增值税)("购买价格")。含增值税金额为人民币"[***]"元(人民币 "[***]"元)。

3.2 <u>Tax</u> 税款

The Buyer and Seller shall bear their respective taxes and fees under the provisions of Chinese laws and regulations.

买卖双方各自承担在中国法律法规的规定下应承担的税费。

3.3 <u>Payment of Purchase Price</u> 购买价格的支付

Within "[***]" Business Days after the Closing Date or such other date as mutually agreed by the Parties, Buyer shall pay Seller the Purchase Price by wire transfer of immediately available funds to a bank account in China designated by Seller. 自交割日后的"[***]"个工作日内,或在双方共同同意的其他日期内,买方应将即时可用的资金电汇至卖方所指定的中国境内的银行账户,以此向卖方支付购买价格。

ARTICLE 4 <u>CLOSING</u> 第四条 交割

4.1 <u>Closing</u> 交割

Unless otherwise agreed to in writing by the Parties, the closing of the Contemplated Transactions (the "**Closing**") shall take place on the date as mutually agreed by the Parties. The Closing will take place remotely via the electronic exchange of documents and signatures or through such other methods as the Parties agree. The date when the Closing occurs in accordance with this Agreement is herein referred to as the Closing

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Date (the "Closing Date").

除非双方另行书面约定,拟议交易的交割("**交割**")应在双方共同同意的日期 内进行。交割将通过以电子方式交换文件和签名,或双方同意的其他方式远程 进行。根据本协议进行交割的日期在本协议中被称为交割日("**交割日**")。

4.2 <u>Delivery by Seller at Closing</u> 交割时卖方的交付

At the Closing, Seller will deliver, and cause to be delivered, to Buyer all original agreements set forth in Schedule B attached hereto, , all copies of tax invoices (i.e., 发票), customs documents (if any) and other documents or receipts in association with the

sale and transfer of the Additional Sold Assets, documents being proof of ownership of the Additional Sold Assets (as applicable), and such other customary instruments of transfer, filings or documents as may be required to give effect to the Contemplated Transactions.

交割时,卖方应向买方交付或促使交付所有本协议附表 B 所列的全部合同原件、 所有税款发票的副本(即发票)、报关文件(如有)及与新增被出售资产的出 售及转让有关的其他相关文件或收据,新增被出售资产的所有权证明文件(如 适用),以及拟议交易生效所需的其他惯常转让文书、备案或文件。

ARTICLE 5 <u>REPRESENTATIONS AND WARRANTIES OF THE SELLER</u> 第五条 卖方的陈述与保证

As of the Effective Date and the Closing Date, the Seller represents and warrants to the Buyer as follows:

截至本协议生效日及交割日,卖方向买方作如下陈述和保证:

5.1 <u>Organization of the Seller; Authority</u> 卖方的组织; 权力

The Seller is a limited liability company duly organized, validly existing under the laws of the PRC. The Seller has all requisite power and authority to own and hold the Additional Sold Assets owned or held by it, to carry on its business, and to own or lease and operate its properties as such business is now conducted and such properties are now owned, leased, or operated. The Seller has all requisite power, authority, and capacity to execute and deliver this Agreement and all other agreements, documents, and instruments contemplated hereby and to carry out all actions required of it pursuant to the terms of this Agreement.

卖方是一家根据中华人民共和国法律合法设立、有效存续的有限责任公司。卖 方具有拥有和持有其所拥有或持有的新增被出售资产、以其目前经营业务和拥 有、租赁或运营其财产的方式经营其业务和拥有或租赁及运营其财产所必需的

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所有权限和权力。卖方具有签署和交付本协议和在此预期的所有其它协议、文 件和文书,以及执行根据本协议要求的所有行为的所有必需的权限、权力和能 力。

5.2 <u>Non-contravention</u> 无违反

Neither the execution and delivery of this Agreement by the Seller nor the consummation of Contemplated Transactions hereby will constitute a violation of, or be in conflict with, or constitute or create a default under, or result in the creation or imposition of any Encumbrance upon any property of the Seller (including, without limitation, any of the Additional Sold Assets) pursuant to (a) the Articles of Association of the Seller; (b) any agreement or commitment to which the Seller is a party or by which the Seller or any of its properties (including, without limitation, any of the Additional Sold Assets) is bound, or to which the Seller or any of such properties is subject; or (c) any statute or any judgment, decree, order, regulation, or rule of any court or governmental authority.

卖方对本协议的签署和交付以及本协议项下拟议交易的完成均不会构成对下列 各项的违反或抵触:(a)卖方的章程;(b)卖方作为一方或对卖方或其任何财产(包 括但不限于任何新增被出售资产)具有约束力的任何协议或承诺,或卖方或任 何该等财产须遵守的任何协议或承诺;或(c)任何成文法或任何法院或政府部门 的任何判决、法令、命令、法规或规则,亦不会构成或造成该等协议或承诺项 下的违约,或导致根据该等协议或承诺在卖方的任何财产(包括但不限于任何新 增被出售资产)上设立或施加任何权利负担。

5.3 <u>Title to Additional Sold Assets</u> 对新增被出售资产的所有权 The Seller is the lawful owner of, has good and valid record and marketable title to, and has the full right to sell, convey, transfer, assign, and deliver the Additional Sold Assets, without any restrictions of any kind whatsoever. All of the S Additional old Assets are entirely free and clear of any security interest, liens, charges, options, mortgages, leases (or subleases), conditional sales agreements, title retention agreements, encumbrances of any kind, or restrictions against the transfer or assignment thereof.

卖方是新增被出售资产的合法所有人,拥有良好有效的记录及可转让的所有权, 并有充分的权利出售、让与、转让、出让并交付被出售资产,而不存在任何种 类的任何限制。所有新增被出售资产均不存在任何担保权益、留置权、押记、 选择权、抵押、租约(或转租租约)、附条件销售协议、所有权保留协议、任 何种类的权利负担或对转让或让与的限制。。

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5.4 <u>Compliance to Law</u> 遵守法律

The Seller has complied with, and is in compliance with, (a) all laws, regulations and rules applicable to its business or any of the Additional Sold Assets; (b) all unwaived terms and provisions of all contracts, agreements, and indentures to which the Seller is a party, or by which the Seller or any of the Additional Sold Assets is subject; and (c) its Articles of Association.

卖方已经或正遵守, (a)适用于其业务经营或任何新增被出售资产的所有法律、

法规和规章;(b)卖方作为一方,或卖方或任何新增被出售资产受之控制的所有 合同、协议和契约的所有未放弃的条款和规定;以及(c)卖方的章程。

ARTICLE 6 <u>OTHER PROVISIONS</u> 第六条 其他条款

6.1 <u>Section 6, Section 7.1</u> of the Asset Purchase Agreement shall apply to this Agreement *mutatis mutandis*.

资产购买协议的第6条及第7.1条应作出必要修改后适用于本协议。

6.2 <u>Effectiveness</u>

生效

This Agreement will become effective upon execution and delivery by the Parties. 本协议将自双方签署并交付后生效。

6.3 <u>Amendment</u>

修订

This Agreement may not be amended, modified, or supplemented except upon the execution and delivery of a written agreement executed by the Parties. 除非双方另行签署并交付一份书面协议,本协议不得被修订、修改或补充。

6.4 <u>No Assignment</u> 不可转让

Neither this Agreement nor any of the rights, interests or obligations hereunder will be assigned by any Party without the prior written consent of the other Party. Subject to the foregoing sentence, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns. Any purported assignment in contravention of this Section 6.3 will be void and of no force or effect. No assignment of any obligations hereunder will relieve the Parties of any such obligations.

本协议或本协议项下的任何权利、权益或义务,未经另一方事先的书面同意,

一方不得转让。受限于前句规定,本协议将对双方及其各自的继承人以及经许可的受让人具有约束力,并由该等主体作为受益人。任何意在违反本<u>第6.4条</u>的转让均无效且不产生约束力或效力。本协议项下任何义务的转让均不免除双方的任何该等义务。

6.5 <u>Counterparts and Language</u> 副本及语言

(a) This Agreement is executed in three original counterparts, each of which when executed will have equal force and effect in law and be deemed as an effective original.
 本协议共签署三份文本,每一份文本在被签署后将具有同等法律效力,

并被视为一份有效的原件。

(b) This Agreement will be signed and executed in both English and Chinese languages. In case of any discrepancies between the two versions, the English language version will prevail.

本协议将以英文及中文签署。如果该两种文本之间存在任何不一致,则 以英文文本为准。

> [INTENTIONALLY BLANK] [以下无正文]

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[Signature page to Supplementary Agreement to the Asset Purchase Agreement] [资产购买协议之补充协议签字页]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the date first above written. 兹此为证,双方已促使其正式的授权代表于文首所述日期签署本协议。

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

By: ____ Wu Huijing (吴慧静), General Manager _____ 签名: Name: 姓名: Title: 职位:

[Signature page to Supplementary Agreement to the Asset Purchase Agreement] [资产购买协议之补充协议签字页]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the date first above written. 兹此为证,双方已促使其正式的授权代表于文首所述日期签署本协议。

Polestar Technology (Zhongshan) Co., Ltd. 极星科技 (中山) 有限公司

Company Seal 公司公章

By: _____ Shen Ziyu (沈子瑜), Legal Representative ______ 签名: Name: 姓名: Title: 职位:

SCHEDULE A – ADDITIONAL SOLD ASSETS 附表 A – 新增被出售资产

No. 序号	Asset Description 资产描述	Category 分类	Value in CNY (exclusive of VAT) 人民币价值 (不含税)
1.	Space Decoration _Hangzhou Shaoxing Road Polestar 极星成都高新	Tangible 有形资产	"[***]"
2.	Space Decoration_Chengdu Gaoxin Polestar 极星杭州绍兴路	Tangible 有形资产	"[***]"
3.	Aftersales tools 售后工具	Tangible 有形资产	··[***]»
4.	Camera_DJI Action 2_4F3CJBH00ACUST 照相机_DJI Action 2_4F3CJBH00ACUST	Tangible 有形资产	"[***]"
5.	Space iPad (19units) 门店苹果平板 (19台)	Tangible 有形资产	"[***]"
	总计: Total:		·‹[***]»

序	Space 门店	城市	地址	状态 (截至 2023
号				年10月18日)
1	Polestar 万菱汇	"[***]"	"[***]"	"[***]"
2	Polestar 深圳 Halo	"[***]"	··[***]"	··[***]"
3	Polestar 北京芳古园	"[***]"	··[***]"	"[***]"
4	Polestar 广州丰兴广场	"[***]"	··[***]"	"[***]"
5	Polestar 深圳前海壹方城	"[***]"	"[***]"	"[***]"
6	Polestar 广州悦汇城	"[***]"	"[***]"	"[***]"
7	Polestar 深圳卓悦中心	"[***]"	"[***]"	"[***]"
8	Polestar 上海前滩 L+Plaza	"[***]"	"[***]"	"[***]"
9	Polestar 重庆协信城	"[***]"	"[***]"	"[***]"
10	其他"[***]"项目。			

SCHEDULE B - STORES / SERVICE FACILITIES TO BE TRANSFERRED 附表 B – 待转让店铺/服务设施

<u>Certain identified information marked with "[***]" has been omitted from this document</u> <u>because it is both (i) not material and (ii) the type that the registrant treats as private or</u> <u>confidential.</u>

POLESTAR BRANDS LICENCE AGREEMENT 极星品牌许可协议

Between 由以下双方签订

POLESTAR PERFORMANCE AB 博乐斯达性能有限公司

and 及

[Name of PXJV] [PXJV 名称]

> [date] [日期]

> > Execution Version Privileged & Confident

This Polestar Brands License Agreement (this "Agreement") is entered into on [*] ("Executive Date") by and between:

本极星品牌许可协议("本协议")于[*]("生效日")由以下双方签订:

 Polestar Performance AB (registration number: 556653-3096), a corporation organised under the laws of Sweden, having its registered address at Assar Gabrielssons Väg 9, SE-405 31 Göteborg, Sweden (hereinafter referred to as "Licensor"); and 博乐斯达性能有限公司(注册号码: 556653-3096), 一家根据瑞典法律设立的公司,注册地址位于 Assar Gabrielssons Väg 9, SE-405 31 Göteborg, Sweden ("许可方"); 及

2. [PXJV] (Unified Social Credit Code: [*]), a limited liability company duly

incorporated and existing under the laws of the People's Republic of China, with its legal address at [*], China (hereinafter referred to as "Licensee"). [**PXJV**] (统一社会信用号码: [*]), 一家根据中华人民共和国法律正式设立 和存续的公司, 注册地址位于[*] ("被许可方")。

Licensor and Licensee are hereinafter referred to individually as a "**Party**", collectively as the "**Parties**".

许可方与被许可方在本协议中单独称为"一方", 合称为"双方"。

WHEREAS: 鉴于:

金丁:

A. Polestar Holding AB controls the Polestar Brands (as defined below) and has granted Licensor a license to use the Polestar Brands including a right to grant sublicenses to the Polestar Brands;

博乐斯达控股有限公司控制极星品牌(定义见下),且已授予许可方使用极星 品牌的许可,其中包括分许可极星品牌的权利;

B. Polestar Automotive (Singapore) Pte. Ltd, a wholly-owned subsidiary of Polestar Holding AB, Polestar Automotive (Singapore) Distribution Pte Ltd, a wholly-owned subsidiary of Licensor, and Hubei Xingji Meizu Group Co., Ltd. have entered into a Shareholders Agreement dated [*], 2023 ("Shareholders Agreement"), pursuant to which Licensor shall grant Licensee an irrevocable license of the Polestar Brands; and

Polestar Automotive (Singapore) Pte. Ltd. (一家博乐斯达控股有限公司的全资 子公司), Polestar Automotive (Singapore) Distribution Pte. Ltd. (一家许可方的 全资子公司)和湖北星纪魅族集团有限公司已于 2023 年[*]签署了一份股东 协议("股东协议"),根据该协议,许可方应授予被许可方极星品牌不可撤销 的许可;及

> Execution Version Privileged & Confident

C. Licensee wishes to obtain a non-exclusive, non-transferable license to use the Polestar Brands and Licensor agrees to grant such a license, subject to the terms and conditions of this Agreement.

被许可方希望获得非排他的、不可转让的一项使用极星品牌的许可,且许可 方同意根据本协议的条款和条件授予该等许可。

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties hereby agree as follows:

有鉴于此,作为本协议中载明的承诺和约定的对价,双方特此达成如下协议:

1. DEFINITIONS

定义

For the purposes of this Agreement, the following terms shall have meanings as set forth below; provided that capitalized terms used in this Agreement but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Shareholders Agreement:

为本协议之目的,以下词语的含义如下;本协议中已使用但未另行定义的词 语应具有股东协议中定义的含义:

"Agreement" has the meaning set forth in the recitals of this Polestar Brands License Agreement;

"协议"具有本极星品牌许可协议序言所规定的含义;

"Calendar Year" means each twelve (12) month period beginning on January 1 and ending on December 31, provided that the first Calendar Year during the Term shall commence on the Effective Date and end on December 31, 2023;

"日历年"是指从 1 月 1 日开始到 12 月 31 日结束的每一个十二(12)个月的 期间,但期限中的第一个日历年应从生效日开始,到 2023 年 12 月 31 日结 束;

"Executive Date" has the meaning set forth in the recitals of this Agreement:

"生效日"具有本协议序言所规定的含义;

"Licensed Products and Services" means the products and services branded with Polestar Brands which fall under the Principal Business as defined in Shareholders Agreement and other businesses as otherwise approved according to the decisionmaking mechanism agreed in the Shareholders Agreement;

"许可产品与服务"指在股东协议定义的主营业务以及根据股东协议约定的决策机制另行批准的其他业务下使用极星品牌的产品及服务;

"**Polestar Brands**" means the "Polestar" trademarks and logos, including those registered and pending registration with the China National Intellectual Property Administration as set out in Exhibit A of this Agreement, those "Polestar"

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trademarks and logos which include or similar hereto registered in the future by the Licensor or Polestar Group (by itself or through the Polestar Brands Holders) in the Territory, and those which are not registered but with corresponding rights similar to registered trademarks because they are well-known or used; For the avoidance of doubt, the trademarks and logos contained in the <u>Exhibit B Polestar Brands</u> <u>Identity Use China</u> and <u>Polestar Brands Identity Use Global</u> as updated by Licensor and provided to Licensee from time to time shall also be deemed within the scope of Polestar Brands.

"极星品牌"指"极星"商标和标识,包括本协议附件 A 载明的在中国国家知识 产权局已注册和正在等待注册的商标和标识,许可方或极星集团(自行或通 过极星品牌权利人)未来在区域内注册的包含或与之近似的所有商标和标识 以及未注册但因驰名或使用而享有与注册商标类似的相应权利的商标和标识; 为免疑义,许可方不时更新并向被许可方提供的<u>附件 B《极星品牌标记中国</u> 使用指南》以及《国际版极星品牌标记指南》中包含的商标和标识也应被视 为纳入极星品牌的范围。

"**Polestar Brands Holders**" means the trademark holder of Polestar Brands in the Territory and any entity or individual, other than the Licensor, who has the right to grant a license with respect to Polestar Brands under this Agreement.

"极星品牌权利人"指极星品牌在区域内的商标权人以及除许可方外的其他在 区域内有权就极星品牌授予本协议下许可的实体或个人。

"Polestar Group" means Polestar Automotive Holding UK PLC and its subsidiaries, branches and other persons that are directly or indirectly controlled by Polestar Automotive Holding UK PLC.

"极星集团"是指由 Polestar Automotive Holding UK PLC 及其子公司、分支机构和其直接或间接控制的其他主体。

"Royalty" has the meaning set forth in Section 3.1 of this Agreement; "许可费"具有本协议第 3.1 条所规定的含义;

"Affiliates" means, with respect to each person, (a) any other person or individual that directly or indirectly controls, is controlled by, or is under common control with, such person; (b) the directors, supervisors and senior officers of such person and their Affiliates; For the purposes of this Agreement and for differentiation, "Affiliated Company" of the Licensee shall only mean a current or future wholly-owned subsidiary of the Licensee or a current or future branch of the Licensee.

"关联方"就任何主体而言,指(a)直接或间接控制该主体、被该主体控制或 与该主体同受其他主体/自然人控制的任何其他主体/自然人;(b)该主体的董 事、监事、高级管理人员以及前述人士的关联方。为本协议之目的,为作区 分,被许可方的"关联公司"仅指被许可方现在或未来的全资子公司或被许 可方现在或未来的分支机构。

"Net Revenue" means, for any period of determination, "[***]"

"净营收"是指在任何特定期间,"[***]"

"Shareholders Agreement" has the meaning set forth in the recitals of this Agreement;

"股东协议"具有本协议序言所规定的含义;

"Term" has the meaning set forth in Section 11.1 of this Agreement; and "期限"具有本协议第 11.1 条所规定的含义;及

"**Territory**" means the People's Republic of China (for the purpose of this Agreement only, excluding Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan).

"区域"指中华人民共和国(仅为本协议之目的,不包括香港特别行政区,澳门特别行政区以及台湾)。

- 2. GRANT 授予许可
- 2.1 Licensor hereby grants to Licensee, a "[***]" license. For the avoidance of doubt, the scope of the foregoing license includes the right to use the Polestar Brands in Licensee's and its Affiliated Company's business names or trade names in the Territory.

许可方特此向被许可方授予"[***]"的许可。为免疑义,前述许可的范围包 括在区域内将极星品牌用于被许可方及其关联公司企业名称或字号的权利。

- 2.2 Notwithstanding Section 2.1, during the Term of this Agreement, except for "[***]" without the consent of the Licensee, Licensor agrees not to, and shall cause Polestar Group members and Polestar Brands Holders not to, "[***]". 尽管有第 2.1 条的约定,本协议期限内,除"[***]"外,未经被许可方同意, 许可方同意不得,且应促使其极星集团成员、极星品牌权利人不得"[***]"。
- 2.3 Licensee will not acquire any right or interest in the Polestar Brands except for the limited license under this Agreement. Licensee shall not use the Polestar Brands except strictly in accordance with the terms and conditions of this Agreement.

除本协议所授予的有限许可外,被许可方将不得取得任何极星品牌的权利 或利益。除严格遵守本协议的条款和条件的使用外,被许可方不得在任何 其他情况下使用极星品牌。

3. ROYALTY PAYMENT 许可费支付

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3.2 Payment

Licensee shall deliver to Licensor, respectively within "[***]"days after the end of a Calendar Year, a report setting forth for such Calendar Year the following

^{3.1} Commencing upon the Effective Date, in consideration for the rights granted to Licensee set out in Section 2 of this Agreement, Licensee shall pay to Licensor the royalty payment (the "Royalty") paid in RMB, such Royalty shall equal "[***]"

自生效日开始,作为本协议第2条中授予被许可方权利的对价,被许可方 应通过支付人民币向许可方支付许可费("**许可费**"),该许可费为"[***]"。

付款

information for Licensed Products and Services: (i) "[***]"; and (ii) "[***]". The total Royalties due "[***]", shall be paid no later than "[***]"days after the confirmation of the amount for payment by both Parties and the issuance of the invoice. Notwithstanding the foregoing, in the event that the Licensor is required by local law or compliance requirements to provide the relevant Royalties estimate within a shorter period, the Licensee shall endeavor to cooperate with the Licensor and provide within a such period a reasonable estimate of relevant "[***]" and the Royalties.

被许可方应在每一日历年结束后的"[***]"天内,分别向许可方提交一份报告,载明该等日历年内许可产品与服务的以下信息:(i)"[***]";以及(ii) "[***]"。就"[***]"应支付的许可费总额,应在双方确认付款金额并完成发 票开具后"[***]"天内支付。尽管有上述约定,如果许可方根据当地法律或 合规要求须在更短时间内提供相关费用估算,被许可方应尽力配合许可方 并在更短时间内提供相关"[***]"及许可费的合理估算。

3.3 Record and Audit Rights

记录和审计权

Licensee shall keep (and shall cause its sub-licensees to keep) complete and accurate books and records that are necessary for Licensor to ascertain and verify the amounts of due Royalties of each Calendar Year during the Term. Licensor or its designated Affiliates shall be entitled to, with prior written notice no later than fifteen (15) Business Days, at its sole expense, appoint an independent, certified public accountant to examine such records as may be necessary for the sole purpose of verifying the calculation and reporting of Net Revenues and the correctness of any payment made under this Agreement, and such examination shall not be more than once per Calendar Year. The Licensor shall ensure that the certified public accountant appointed by it shall comply with the confidentiality terms hereunder and be liable for his or her acts.

被许可方应保存(并应促使其被分许可方保存)完整和准确的,为许可方确 认和核实期限内每一日历年度到期许可费数额所必要的,账簿和记录。许 可方或其指定的关联方应有权在不迟于十五(15)个工作日的事先书面通

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知下, 仅为核实净营收的计算及报告,以及根据本协议进行付款的准确性 之目的, 自费委派一名独立的注册会计师检查该等账簿和记录, 且该等确 认与核实每一日历年度不得超过一次。许可方应当保证其委派的注册会计 师遵守本协议下的保密条款, 并为其行为负责。

3.4 Taxes

税款

All Royalties under this Agreement are exclusive of VAT and any other taxes, for example withholding tax and surcharges. The Licensee shall bear the VAT and the withholding tax. Each party shall bear its own stamp duty and surcharges payable in their respective jurisdiction that are applicable in accordance with local legislation to all amounts referred to in this Agreement.

本协议下许可费为不含增值税或其他税款,例如预扣税和附加税。被许可 方应承担增值税、预扣税。各方应各自承担各自司法管辖区内应支付的印 花税及附加税,本协议提及的所有金额款项的印花税应根据适用法律支付。

3.5 Late Payment 延迟支付

> Any due but unpaid and undisputed amounts owed by Licensee to Licensor shall automatically be subject to interest for late payments as of the due date of such amounts and the interest rate shall equal to "[***]" per annum. Licensee hereby agrees to reimburse Licensor for all reasonable costs and expenses incurred in the collection of such unpaid and undisputed amounts, including without limitation, reasonable attorneys' fees and costs.

> 被许可方就其对许可方承担的任何到期但无争议的未支付款项,应自到期 之日自动计付迟延支付利息,利率为"[***]"。被许可方特此同意向许可方 为取得该等无争议的未付款项所支付的所有合理成本和费用进行补偿,包 括但不限于合理的律师费和费用。

4. LICENSEE OBLIGATIONS 被许可方的义务

The Licensee hereby undertakes: 被许可方在此承诺:

4.1 not to acquire, by registration or otherwise, any trademark or logos in any country which comprises or includes the word 'Polestar' or any trademark or logos that are identical to or similar with the Polestar Brands or any confusingly similar word or device;

不会在任何国家内以注册或者其他方式获取构成或者包含"Polestar"或者与极星品牌相同或类似或任何部分或者任何引人混淆的任何商标或标识;

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- 4.2 not to use the Polestar Brands upon any products or services other than the Licensed Products and Services; 不会将极星品牌用于除许可产品与服务之外的任何商品或者服务;
- 4.3 not to use in connection with the Licensed Products and Services any other trademark or logo that so nearly resembles any of the Polestar Brands as to be likely to cause deception or confusion. For the avoidance of doubt, use of trademark or logo without changing the distinctive characteristics for identification of the Polestar Brands shall not be deemed as a violation of this clause provided that Licensee complies with Exhibit B Polestar Brands Identity Use China and Polestar Brands Identity Use Global; 不会将与任何极星品牌近似以致于可能造成欺骗或者混淆的任何其他商标或标识用于许可产品与服务。为免疑义,在不违反附件 B《极星品牌标

标或标识用于许可产品与服务。为免疑义,在不违反<u>附件 B《极星品牌标</u> 记中国使用指南》以及《国际版极星品牌标记指南》的前提下,对未改变 极星品牌显著识别特征的商标或标识使用不视为违反本款约定;

- 4.4 to ensure that all products and services sold and provided under the Polestar Brands pursuant to this Agreement comply with standards of quality agreed by both Parties; 确保根据本协议销售和提供的极星品牌项下的所有产品和服务均符合双方 约定的质量标准;
- 4.5 to ensure that the Polestar Brands are always used in accordance with Exhibit B Polestar Brands Identity Use China and Polestar Brands Identity Use Global(in the event of any inconsistency, the Polestar Brands Identity Use China shall prevail), which may be updated from time to time and communicated to the Licensee in writing, provided that the Licensor shall notify the Licensee in writing in advance within a reasonable time and provide a corresponding transition period to allow Licensee to comply with the updated version. If the Licensee uses the Polestar Brands on the products or services as otherwise approved according to the decision-making mechanism agreed in the Shareholders Agreement, the Licensor has the right to update Exhibit B Polestar Brands Identity Use China and Polestar Brands Identity Use Global and the Licensee will comply with the updated guidelines to use the Polestar Brands. 确保始终根据附件 B《极星品牌标记中国使用指南》以及《国际版极星品 牌标记指南》(如有冲突以《极星品牌标记中国使用指南》为准)使用极星 品牌(该等指南可不时更新并书面告知被许可方),但前提是许可方在合理 期限内提前书面通知被许可方并提供相适应的过渡期以便被许可方遵守 该指南更新部分。如果被许可方将极星品牌使用在根据股东协议约定的决 策机制另行批准的产品或服务上,许可方有权更新<u>附件B《极星品牌标记</u> 中国使用指南》以及《国际版极星品牌标记指南》,被许可方应根据更新的 指南使用极星品牌。

- 4.6 not to transfer the right to use any Polestar Brands to any third parties, without the prior consent of Licensor; and 未经许可方事先书面同意,不会向任何第三方转让使用任何极星品牌的权利;及
- 4.7 to remain fully liable for any acts or omissions of its sub-licensees as if undertaken by Licensee itself, "[***]". 就分许可受让方的任何作为或不作为,如同被许可方自身行为一样,承担 全部责任, "[***]"。

5. QUALITY CONTROL 质量控制

- 5.1 This Agreement is subject to the Licensee meeting Licensor's quality standards and applicable government regulatory standards in the Territory. 本协议以被许可方满足许可方的质量标准以及区域内适用的政府监管标准 为条件。
- 5.2 The Parties acknowledge and agree that Licensor has extensive rights pursuant to this Agreement to effectively manage and supervise the Licensee's use of the Polestar Brands in accordance with the terms and conditions of this Agreement. 双方确认并同意,许可方根据本协议拥有有效控制和监督被许可方根据本协议条款和条件使用极星品牌的排他性权利。
- 5.3 The Licensee shall badge the Licensed Products and Services in accordance with Exhibit B Polestar Brands Identity Use China and Polestar Brands Identity Use Global which could be modified by the Licensor from time to time by notifying the Licensee in writing, provided that the Licensor shall notify the Licensee in writing in advance within a reasonable time and provide a corresponding transition period to allow Licensee to comply with the modified version. 被许可方应当根据<u>附件 B《极星品牌标记中国使用指南》</u>以及《国际版极 星品牌标记指南》标记许可产品与和服务,许可方可通过书面通知被许可 方随时修订该指南,但前提是许可方在合理期限内提前书面通知被许可方 并提供相适应的过渡期以便被许可方遵守该指南修订部分。

6. REPRESENTATION AND WARRANTIES 陈述与保证

In addition to the representations and warranties under Section 2.2 of the Shareholders Agreement and subject to the terms and conditions in this Agreement: 除股东协议第2.2条项下的陈述与保证以外,以及根据本协议的条款和条件:

6.1 Licensor hereby further represents and warrants to the Licensee that: 许可方特此向被许可方进一步陈述和保证:

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- (a) Licensor has full right and authority to enter into this Agreement and is in the lawful position during the Term to grant the license of the Polestar Brands under this Agreement;
 许可方拥有完全的权利和权力以签署本协议,且在期限内具有在本协议项下授予极星品牌许可的合法地位;
 (b) The acception of this Agreement will not breach encoderement to which the polestic of t
- (b) The execution of this Agreement will not breach any agreement to which the Licensor is a party; 本协议的签署将不会违反许可方作为一方当事人的任何协议;

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- (c) Licensor's entering into and carrying out of this Agreement does not require any consent or approval which has not been obtained; 许可方签署并履行本协议的行为不需要取得任何尚未取得的同意或批 准;
- (d) As of the Executive Date, except the proceedings and events disclosed by the Licensor to the Licensee in writing, within the Territory, there are no pending infringement litigations, oppositions, invalidations, cancellations or revocations with respect to the Polestar Brands, or other proceedings or events which may affect the validity, enforceability, ownership of the registered trademarks of the Polestar Brands or which may otherwise affect the Licensee's rights hereunder; and 截至本协议生效日,除许可方书面向被许可方披露的相关程序和事件 之外,在区域内不存在与极星品牌相关的未决侵权诉讼、异议、无 效、撤销、注销或其他可能影响极星品牌中已注册商标的有效性、可 执行性、所有权或在其他方面可能影响本协议下被许可方权利的程序 或事件;及
- (e) As of the Executive Date, within the Territory, there is no pledge, charge or other encumbrance with respect to the Polestar Brands except for "[***]". Licensor shall notify Licensee in writing of any pledge, charge or other encumbrance with respect to the Polestar Brands arising after the Executive Date, and ensure that such pledge, charge or other encumbrance with respect to the Polestar Brands will not impact the licence granted to Licensee under this Agreement.

截至本协议生效日,除"[***]"之外,在区域内不存在任何就极星品牌 的质押、担保或其他权利负担。对于本协议生效日后在区域内任何就 极星品牌的质押、担保或其他权利负担,许可方应书面通知被许可方 并确保该等就极星品牌的质押、担保或其他权利负担不会影响本协议 下被许可方权利。

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- 6.2 Licensee hereby further represents and warrants to Licensor that: 被许可方特此向许可方进一步陈述和保证:
 - (a) Licensee has full right and authority to enter into this Agreement and to perform its obligations hereunder; 被许可方拥有完全的权利和权力以签署本协议,以及履行其基于本协 议项下的义务;
 - (b) The execution of this Agreement will not breach any agreement to which the Licensee is a party; and 本协议的签署将不会违反被许可方作为一方当事人的任何协议;及
 - (c) Licensee's entering into and carrying out of this Agreement does not require any consent or approval which has not been obtained. 被许可方签署并履行本协议的行为不需要取得任何尚未取得的同意或 批准。

7. INFRINGEMENT 侵权

7.1 Each Party shall promptly notify the other Party if such Party is aware of any infringement of any of the Polestar Brands, or of the existence, use, promotion or attempted registration of any mark, design, domain name, trade name, or other intellectual property right similar to any of the Polestar Brands in the Territory. 如果任一方获悉任何极星品牌在区域内被侵权,或极星品牌的存在、使用、推广被侵权,或者类似极星品牌的任何标记、设计、域名、商号或其他知识 产权被尝试注册,该方应当立即通知另一方。

7.2 The Licensen environment and shall environ the Delector Drande Helders to environ that

1.2 The Electron agrees, and shan cause the rotestal brands houses to agree, that the Licensee shall have the first right to take legal actions to protect its rights to Polestar Brands, at its expense, against the third party infringement within the Territory. "[***]"

许可方同意,并应促使极星品牌权利人同意,被许可方享有在区域内,自 行承担费用,针对第三方侵权行为提起并进行关于极星品牌的维权行动的 优先权利。"[***]"

7.3 The Licensor shall not, and cause Polestar Brands Holders not to, independently initiate, undertake or engage in any legal action with respect to the Licensed Products and Services in the Territory for the protection of, enforcement of, relating to or involving any of the Polestar Brands without the consent of the Licensee.

未经被许可方的同意,许可方不得,并应促使极星品牌权利人不得,在区

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域内单独启动、从事或者参与任何涉及许可产品与服务的旨在保护、执行 任何极星品牌或与任何极星品牌有关或涉及任何极星品牌的法律措施。

7.4 The Parties expressly acknowledge that nothing in this Agreement, or any other agreement or contract between the Parties, shall prevent Licensor from immediately seeking injunctive relief, or any other equitable, judicial, administrative or other remedy, in any forum which Licensor, in its sole discretion, deems appropriate to protect its intellectual property rights other than for disputes arising under this Agreement between the Parties (which shall be settled in accordance with Section 14 of this Agreement).

双方明确认可,双方当事人在本协议或者任何其他协议或合同中的任何约 定均不会妨碍许可方在许可方自行认为对保护其知识产权而言任何适当的 法院立即寻求禁令救济或者任何其他衡平法、司法、行政或者其他救济(本 协议项下双方之间产生的争议除外,应当依据本协议第14条解决)。

- 7.5 "[***]" "[***]"
- 7.6 "[***]" "[***]"
- 7.7 "[***]" "[***]"

8. TITLE TO POLESTAR BRANDS 极星品牌的所有权

8.1 Licensee further recognises that Licensee shall not acquire and shall not claim any title in and to the Polestar Brands by virtue of the rights hereby granted to Licensee or through Licensee's use of the Polestar Brands, it being the intention of the Parties that all use of the Polestar Brands by Licensee shall at all times inure to Licensor and/or other members of Polestar Group (or any of their designated third parties). If requested by Licensor, the Licensee agrees to consent to the registration in any country and for any goods and/or services of the Polestar Brands by Licensor and/or other members of Polestar Group (or any of their designated third parties).

被许可方进一步确认,被许可方不会基于本协议项下向被许可方授予的权 利或基于被许可方使用极星品牌而获得,且也不会因此而主张,与极星品 牌有关的任何所有权。双方同意,被许可方对极星品牌的所有使用均符合 许可方和/或极星集团的其他成员(或其指定的任何第三方)的利益。如果 许可方要求,被许可方同意许可方和/或极星集团的其他成员(或其指定的 任何第三方)在任何国家在任何商品和/或任何服务上注册极星品牌。

8.2 Licensor further recognises and agrees that although the Licensor is not the trademark holder of the Polestar Brands, the Licensor shall guarantee that it shall at all times during the Term have all rights to perform all rights relating to the Polestar Brands under this Agreement as if the Licensor were the trademark holder of the Polestar Brands. The Licensor may not claim to release, impair or vary its obligations under this Agreement by reason that it is not the trademark holder of the Polestar Brands or by reason of a variation or rescission of the agreement between the Licensor and the Polestar Brands Holders. 许可方进一步认可并同意,虽然许可方并非极星品牌的商标权人,但许可方应保证其在期限内始终具有根据本协议约定履行与极星品牌相关的全部权利,如同许可方是极星品牌商标权人一样。许可方不得因其并非极星品牌商标权人或因其与极星品牌权利人之间的协议发生变更或解除而主张豁免、减损或变更其在本协议下的义务。

9. MAINTENANCE AND RENEWAL OF TRADEMARK REGISTRATIONS 商标登记的维持和更新

- 9.1 Licensor will maintain, renew, or cause the Polestar Brands Holders to maintain or renew, all necessary registrations and filings with the proper governmental authorities for the Polestar Brands, and notify the Licensee timely in writing with respect to the oppositions, invalidations, cancellations or revocations relating to the Polestar Brands, or other proceedings or events in the Territory which may affect the validity, enforceability, ownership of the registered trademarks of the Polestar Brands or which may otherwise affect the Licensee's rights hereunder. Licensee agrees to execute necessary documents and perform necessary actions requested by Licensor at Licensor's expense for the maintaining and renewal of such registrations and filings if needed. 许可方将维持、更新或促使极星品牌权利人维持或更新极星品牌在主管 政府机构的所有必要注册和备案,并及时书面通知被许可方在区域内发 生的与极星品牌相关的异议、无效、撤销、注销或其他可能影响极星品 牌中已注册商标的有效性、可执行性、所有权或在其他方面可能影响本 协议下被许可方权利的程序或事件。被许可方同意签署必要的文件并在 许可方承担费用的前提下履行许可方合理要求的必要行动以维护和更新 这些注册和备案(如需)。
- 9.2 "[***]". "[***]"。
- 9.3 "[***]" "[***]"。

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10. REGISTRATION OF AGREEMENT 协议登记

The Licensor shall and cause Polestar Brands Holders to submit this Agreement to the proper governmental authorities for filing if required by applicable laws or requested by the Licensee. The Licensee shall cooperate to execute the necessary filing documents and upon completion of the filing, the Licensor shall deliver to Licensees the evidence of such filing.

如果适用法律要求或被许可方要求,许可方应并应促使极星品牌权利人在主 管政府机构办理商标许可备案,届时被许可方应配合签署必要的备案文件, 完成备案后许可方将向被许可方交付有关该等备案的证明。

11. TERMINATION 终止

 11. 1 This Agreement shall commence and continue in force upon the Executive Date, until"[***]"(the "Term"), unless the Term is otherwise terminated pursuant to this Section 11. 本协议应从生效日开始并持续有效,直到根"[***]"("期限"),但根据本

本防议应从主效口开始开持续有效,直到很"[***]"("**别**限"),但根据本 第 11 条另行终止期限的情况除外。

- 11.2 This Agreement shall be terminated when any of the following events occurs: 本协议在以下情形出现时应终止:
 - (a) the Term expires pursuant to Section 11.1 of this Agreement above; 根据前述第 11.1 条的规定期限到期;
 - (b) the expiration or termination of the "[***]" "[***]"到期或终止;
 - (c) this Agreement is to be terminated by written mutual agreement of the Parties; or 双方通过书面协议同意终止本协议; 或
 - (d) either Party terminates this Agreement pursuant to Sections 11.3 or 11.4 of this Agreement.
 任一方根据本协议第 11.3 条或第 11.4 条终止本协议。
- 11.3 Notwithstanding Section 11.1 of this Agreement, this Agreement may be terminated by Licensor, at Licensor's sole discretion, at any time under any of the following circumstances:

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- (a) Licensee fails to perform any material terms and conditions of this Agreement to be performed by Licensee and fails, after receiving written notice from Licensor of such breach, within sixty (60) days to remedy such breach, Licensor may at its sole discretion, terminate the Agreement with immediate effect; 被许可方未能履行本协议项下其应当履行的任何重要条款和条件,并 且在收到许可方关于该等违约的书面通知后的六十(60)日内未能对 该等违约采取补救措施,则许可方可自行决定立即终止本协议;
- (b) Licensee assigns this Agreement without the prior written consent of Licensor or any of its rights or obligations hereunder; 被许可方未经许可方的事先书面同意转让本协议或者其在本协议项下 的任何权利或者义务;
- (c) Licensee is declared bankrupt or is the subject of proceedings for dissolution or liquidation, or commits any other act of insolvency, or ceases to carry on its business, or is unable to pay its debts as they become due; or 被许可方被宣告破产、成为解散或者清算程序的主体、存在任何资不 抵债情况、停止经营业务,或无法清偿到期债务;或
- (d) "[***]" "[***]"
- 11.4 Notwithstanding Section 11.1 of this Agreement, this Agreement may be terminated by the Licensee, at Licensee's sole discretion, at any time under any of the following circumstances:

无论本协议第11.1条如何约定,在任何以下情形下,许可方有权自行决定终止本协议:

九比平即以第 11.1 苏知问约定, 在在回以下用形下, 做时可力有权自行获 定终止本协议:

(a) Licensor fails to perform any material terms and conditions of this Agreement to be performed by Licensee and fails, after receiving written notice from Licensee of such breach, within sixty (60) days to remedy such breach, Licensee may at its sole discretion, terminate the Agreement with immediate effect; 法可方未能履行太协议顶下其应当履行的任何重要各款和各件。并且

许可方未能履行本协议项下其应当履行的任何重要条款和条件,并且 在收到被许可方关于该等违约的书面通知后的六十(60)日内未能对 该等违约采取补救措施,则被许可方可自行决定立即终止本协议;

(b) Licensor is declared bankrupt or is the subject of proceedings for dissolution or liquidation, or commits any other act of insolvency, or ceases

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to carry on its business, or is unable to pay its debts as they become due; or 许可方被宣告破产、成为解散或者清算程序的主体、存在任何资不抵 债情况、停止经营业务,或无法清偿到期债务;

- (c)"[***]"; or "[***]"; 或
- (d) "[***]". "[***]"。

CONSEQUENCES OF TERMINATION 终止的后果

12.1 Upon expiration or termination of this Agreement for any reason, all rights granted to Licensee under this Agreement relating to the Polestar Brands shall terminate. Licensee in such a case agrees to immediately cease use of the Polestar Brands and shall consent to cancellation of any filing of the Licensee's trademark license of the Polestar Brands between Licensor or Polestar Brands Holders and the Licensee, and shall execute any document necessary for that purpose and desist from any use of or reference to any of the Polestar Brands. Licensee agrees that it will not thereafter in any jurisdiction adopt, use, attempt to register, or refer to any trademarks, service marks, logos, designs, trade names, trade dress, domain name or other identification, or any material to which Licensor owns (or has licensed rights and a right to grant a sublicense to) copyrights, or other material that is derived from or is likely to be confused with, any of the Polestar Brands.

本协议期满或者由于任何原因而终止时,本协议项下向被许可方授予的与 极星品牌有关的所有权利均将终止。在该等情形下,被许可方同意立即停 止使用极星品牌,且应当同意取消许可方或极星品牌权利人与被许可方针 对极星品牌的任何商标许可备案,及应当签署为此目的所必要的任何文件、 停止任何使用或者提及任何极星品牌的行为。被许可方同意,其在此之后 将不会在任何司法管辖区采用、使用、试图注册或者提及任何商标、服务 标志、标识、设计、商号、装潢、域名或者其他标记,或者许可方拥有著 作权(或者拥有许可权利和授予分许可的权利)的任何材料,或者从任何 极星品牌派生的、或者可能与极星品牌混淆的其他材料。

12.2 Notwithstanding Section 12.1, in the event that this Agreement terminates in advance, the Licensee shall have the right to continue to use the intellectual property included in the Polestar Brands to sell, have sold, market, promote, distribute, import, and offer for sale the Licensed Products and Services in the Territory pursuant the terms and conditions of this Agreement under its orders in effect as of the date of termination of this Agreement for "[***]" days from the date of termination ("Sell-Off Period"). For the avoidance of doubt, the

Licensee shall pay the Royalties as set forth in this Section 12.2 to the Licensor within "[***]" days after the expiration of the Sell-Off Period. 即便有第 12.1 条的约定,如本协议提前终止,被许可方应有权在终止之日起的"[***]"("清货期")内继续根据本协议的条款和条件在区域内将极星品牌所包含的知识产权用于销售、市场营销、推广、经销、进口及要约出售其于本协议终止之日已经生效订单的许可产品与服务。为免疑义,根据本第 12.2 条的约定所产生的许可费,被许可方应在清货期结束后的"[***]"日内支付给许可方。

13. 保密

13.1 Except as otherwise expressly provided in this Agreement, the Parties agree that during the Term of this Agreement and for ten (10) years thereafter, a Party of this Agreement (the "**Receiving Party**") shall use its best efforts to keep completely confidential and not disclose or make available to any third party, and not use for any purpose other than for the performance of this Agreement, any and all confidential information furnished by the other Party of this Agreement (the "**Disclosing Party**"). The Disclosing Party shall ensure that its and its Affiliates' respective directors, officers, employees or representatives will comply with the above-mentioned obligations. For the avoidance of doubt, the reports submitted annually by the Licensee to the Licensor and the information related to the examination of such records by the certified public accountant appointed by the Licensor or its designated Affiliates shall be considered as the Licensee's confidential information.

除本协议另有明确规定的之外,双方同意在本协议期间及之后十(10)年内, 本协议的一方("接收方"),应尽其最大努力对由本协议的另一方("披露 方")提供的任何和所有保密信息进行完全保密,不得公布或以其他方式向 任何第三方披露且不得为除履行本协议之外的任何目的使用披露方提供的 任何和所有保密信息。披露方应确保其和其关联方的各自董事、管理人员、 雇员或代表也是如此。为避免歧义,被许可方每年向许可方提交的报告和 许可方或其指定的关联方委派注册会计师检查账簿和记录的相关信息属于 被许可方的保密信息。

13.2 The Receiving Party shall take effective confidentiality measures to protect the Disclosing Party's confidential information. The confidentiality measures shall be no less than the measures the Receiving Party takes to protect its own equivalent confidential information and no less than the requirements under this Agreement. The Receiving Party shall restrict the scope and number of its personnel having access to the confidential information, and make sure that only its employees, representatives or consultants who directly participate in the work under this Agreement are permitted to have access to the confidential information, and such employees, representatives or consultants shall sign the confidentiality agreement with the Receiving Party to ensure the confidentiality

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of the confidential information in accordance with the requirements of this Agreement. The confidentiality agreement shall expressly provide that such employees, representatives or consultants shall be jointly and severally liable for any damages suffered by the Disclosing Party as a result of their breach of the confidentiality obligations thereunder.

接收方必须采取有效的保密措施来保护披露方的保密信息,保密措施的等级不得低于接收方为保护自己同等机密所采取的措施,且同时不得低于本协议的要求。接收方必须限制其接触保密信息的人员的范围以及人数,只有直接参与本协议项下工作的雇员、代表或顾问才能接触保密信息,并且这些雇员、代表或顾问必须与接收方签有相应的保密协议,使得他们能够按照本协议的要求确保保密信息的机密性,且在保密协议中明确规定,若

该等雇贝、代表或顾问违反该保密协议坝卜的保密义务, 给披露力造成损失的, 应与接收方就该等损失承担连带责任。

13.3 The confidentiality obligations of the Receiving Party shall not apply to information furnished by the Disclosing Party which: (i) at the time of, or thereafter becomes generally available to the public without breach by the Receiving Party of any confidentiality obligation under this Agreement; (ii) was known to the Receiving Party at the time of disclosure by the Disclosing Party; or (iii) was lawfully disclosed to the Receiving Party by a third party without breach of any confidentiality obligation to the Disclosing Party, in each case provided that there is written evidence proving so.
按收方的保密义务不适用于披露方提供的符合下列情形之一的信息,但前

接收方的保密义务不适用于披露方提供的符合下列情形之一的信息,但前 提是要有书面证据证明存在该等情形:(i)在当时或者之后非因接收方违反 本协议项下的任何保密义务而变成可为公众普遍获得的信息;(ii)在披露方 披露时已为接收方所知悉;或者(iii)由第三方在没有违反任何对披露方的 保密义务情况下合法地披露给接收方。

13.4 Disclosure required by law. The confidentiality obligations of the Receiving Party shall not apply to: (i) submission by the Receiving Party for approval or filing as required by applicable government regulatory standards in the Territory to the Licensed Products and Services, or (ii) disclosure that is required pursuant to applicable law, court orders or other requirements of regulators with competent jurisdiction; provided, however, that, if the Receiving Party is required to make any such disclosure of confidential information of the Disclosing Party, the Receiving Party shall, to the extent permitted by law, give the Disclosing Party reasonable advance notice of such disclosure and shall exercise reasonable efforts to effectively prevent or restrict the disclosure of such confidential information.

法律要求的披露。接收方的保密义务不应适用于下列情况:(i)接收方向政府机构或其代理提交许可产品与服务区域内适用的政府监管标准的审批或备案信息,或(ii)根据适用法律要求、法院命令或其他有管辖权的监管机构要求需要披露的情况;但是如果接收方被要求对披露方的保密信息做

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出任何该等披露,该接收方,在法律允许的范围内,应就该等披露要求给与披露方合理的事先通知,并应尽合理努力有效地防止或限制该保密信息的披露。

GOVERNING LAW AND DISPUTE RESOLUTIONS 管辖法律和争议解决

The provisions regarding governing law and dispute resolutions in the Shareholders Agreement shall apply to this Agreement. 股东协议里与管辖法律、争议解决有关的规定应适用于本协议。

15. MISCELLANEOUS 其他

15.1 Effectiveness

效力

This Agreement shall come into effect on the Executive Date. 本协议将在生效日开始生效。

15.2 Notices

通知

 (a) All notices and communications between the Parties shall be in writing and shall be written in Chinese and English and may be delivered by hand, courier or email to the following addresses: 双方之间的所有通知和通讯应采用书面形式,以中文和英文书写,可 以通过专人递送、快递、或电子邮件发送至如下地址:

If to Licensor: 加里告详经公式方: Polestar Performance AB 博乐斯达性能有限公司 Legal Department 法律部 at Assar Gabrielssons Väg 9 SE-405 31 Göteborg, Sweden 412 50 Göteborg, Sweden Email/电子邮箱: "[***]"

If to Licensee: 如果发送给被许可方: [*]

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- (b) Notices shall be deemed to have been delivered at the following times: 在以下时间通知应被视为已经送达:
 - (i) if by hand, on reaching the designated address subject to proof of delivery; 如果以专人送出,送达指定地址且交付凭证为准;
 - (ii) if by courier, the third Business Day after the date of dispatch; and 如果以快递方式送出,则为派件日后的第三个营业日;及
 - (iii) if by email, at the time when the email is sent to the server of the email box designated by the other Party.
 如以电子邮件发送,则在邮件发送至对方指定的电子邮箱所在服务器时视为收到。
- (c) For the avoidance of doubt, any notice or communication delivered to a Party's copy address only shall not be deemed to have been delivered to such Party.
 为免歧义,通知或通信仅送达一方副本抄送地址的,将不视为对该方已经送达。
- 15.3 During the Term, each Party may change its particulars for receipt of notices at any time by notice given to the other Party pursuant to this Section 15. 在期限内,一方可随时根据本第15条的规定向另一方发出通知,改变其通 知送达地址。
- 15.4 Assignment 转让

Unless otherwise provided in this Agreement, neither Party may assign its rights or obligations under this Agreement to a third party without the prior written consent of the other Party.

除非本协议另有规定,未经另一方事先书面同意,任何一方不得将其在本 协议项下的权利或义务转让给第三方。

15.5 Severability

可分割性

If any provision in this Agreement shall be held to be illegal, invalid or legally unenforceable, in whole or in part, under any applicable enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected. The Parties shall consult with each other so as to replace the provisions that are deemed to have been deleted with a new one

that shall be legal, effective, acceptable and closest possible to the Parties' original purpose in this Agreement.

如果本协议的任何条款根据任何适用法律或法规被认定全部或部分不合法、 无效或在法律上不可强制执行,该等条款或部分应在该等范围内视为不构 成本协议的一部分,但本协议其余条款的合法性、有效性和可强制执行性 应不受影响。双方应相互协商,以合法、有效、可接受且可能最接近双方 订立本协议的最初目的的新条款取代被视为已经删除的条款。

15.6 Waiver

弃权

Any Party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver thereof, and any single or partial exercise of any right, power or privilege shall not preclude the exercise of any other right, power or privilege.

一方未行使或迟延行使其在本协议项下的任何权利、权力或特权,不构成 该方对该等权利、权力或特权的放弃,任何单独或部分行使任何权利、权 力或特权并不排除其在将来再次行使该等权利、权力或特权。

15.7 Further Assurance

进一步保证

At any time after the Executive Date, the Parties shall, and shall use their reasonable endeavours to procure that any necessary third party shall, to the extent reasonable and at the cost of the relevant Party, execute such documents and do such acts and things as that Party may reasonably require for the purpose of giving to that Party the full benefit of all the provisions of this Agreement. 在生效日后的任何时间,双方应,并应尽其合理努力促使任何必要的第三方,在合理范围内并由相关方承担费用,签署该等文件,并采取和完成该等文件和行为,以使该一方享有本协议全部规定的充分利益。

15.8 The Shareholders Agreement

股东协议

In case of any inconsistency or conflict between the Shareholders Agreement and this Agreement, this Agreement shall prevail. 如股东协议与本协议存在任何不一致或矛盾之处,应以本协议为准。

15.9 Language and Copies

语言和份数

(a) This Agreement shall be written in both English and Chinese. The Chinese version and the English version shall have the same legal effect.

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本协议应以英文和中文书写。中文版本和英文版本具有同等法律效力。

- (b) Any amendments and supplements to this Agreement (including Section 3.4 Taxes) shall be in writing. 双方应以书面协议的方式对本协议(包括第 3.4 条税款)进行修改和 补充。
- (c) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by executing any such counterpart.

> (Intentionally left blank) (以下为空白页)

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[Signature Page to Polestar Brands License Agreement] [极星品牌许可协议签字页]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this Agreement as of the date first set forth above. 特此见证,双方已促使其正式授权代表在文首日期签署本协议。

Polestar Performance AB 博乐斯达性能有限公司

Signature/签字: ____Anna Rudensjö, General Counsel _____ Name/姓名: _____Jonas Engström , Head of Operations _____ Title/职位: _____

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[Signature Page to Polestar Brands License Agreement] [极星品牌许可协议签字页]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this Agreement as of the date first set forth above. 特此见证,双方已促使其正式授权代表在文首日期签署本协议。

	X		

Signature/签字: _	Shen Ziyu, Legal Representative	
Name/姓名:		
Title/职位:		

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<u>EXHIBIT A</u> <u>附件 A</u> "[***]"

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<u>EXHIBIT B</u> <u>附件 B</u>

"[***]" "[***]"

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

Vehicles Sale and Purchase Agreement 车辆销售采购协议

This Vehicles Sale and Purchase Agreement ("**this Agreement**") is entered into on ______ 2023 by and between:

本车辆销售采购协议("本协议")由以下双方于 2023 年__月__日签订:

Polestar Automotive China Distribution Co., Ltd., a limited liability company incorporated and existing under the laws of the PRC, with its Unified Social Credit Code: 91510112MA6D05KT88, ("Party A"); and

极星汽车销售有限公司,一家根据中国法律成立存续的有限责任公司,统一社会信用代码为 91510112MA6D05KT88("甲方")与

Polestar Technology (Zhongshan) Co., Ltd., a limited liability company incorporated and existing under the laws of the PRC, with its Unified Social Credit Code: 91442000MAD0U8HC29 ("Party B1").

极星科技(中山)有限公司,一家根据中国法律成立存续的有限责任公司,统一社会信用代码为 91442000MAD0U8HC29("乙方1");

Shanghai Polestar Shida Automotive Distribution Co., Ltd., a limited liability company incorporated and existing under the laws of the PRC, with its Unified Social Credit Code: 91310104MAD3W9K501 ("Party B2", together with Party B1 "Party B");

上海极星时达汽车销售有限公司,一家根据中国法律成立存续的有限责任公司,统一社会信用代码为 91310104MAD3W9K501("乙方 2",与乙方 1 合称为"乙方")。

Party A and Party B are referred to individually as a "**Party**" and collectively as "**Parties**". 甲方和乙方以下分别简称为"一方", 合称为"**双方**"。

WHEREAS:

鉴于:

- (A) A Business Cooperation Agreement was signed between Polestar Automotive (Singapore) Distribution Pte Ltd, which is an Affiliate of Party A, and Hubei Xingji Meizu Group Co., Ltd which is an Affiliate of Party B, on June 19, 2023 ("Business Cooperation Agreement"); 甲方关联公司 Polestar Automotive (Singapore) Distribution Pte Ltd 与乙方关联公司湖北星 纪魅族集团有限公司于 2023 年 6 月 19 日签署了业务合作协议 ("业务合作协议");
- (B) According to the Business Cooperation Agreement, Party B will purchase from Party A certain Polestar 4 vehicles from time to time ("Vehicles"); and 根据业务合作协议,乙方将从不时从甲方购买某些极星 4 车辆 ("标的车辆");及
- (C) Party A wishes to sell to Party B and Party B wishes to purchase from Party A the Vehicles according to the terms and conditions set forth in this Agreement ("Transaction"). 甲方希望根据本协议的条款条件向乙方销售、且乙方希望根据本协议的条款条件从甲方购 买标的车辆("本次交易")。

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NOW THEREFORE, it is agreed as follows:

因此,双方达成协议如下:

1 Definition 释义

When used in this Agreement, unless otherwise defined in other provisions hereof, the following terms shall have the meanings set out below: 除非太轨议其他条款另有完义。下列词语在太轨议中使田时应具有加下完义的令义。

除非本协议其他条款另有定义,下列词语在本协议中使用时应具有如下定义的含义:

"Affiliate" means, with respect to a Person, any company or other entity which directly or indirectly Controls, is under common Control with, or is Controlled by, such Person through ownership of voting shares or otherwise;

"关联公司",就一主体而言,指通过拥有有表决权的股权或以其他方式直接或间接控制该主体、与 该主体受共同控制或被该主体控制的任何公司或其他实体; "Alternative Warehouse" has the meaning ascribed to it in Section 4.1; "替代仓库"具有第 4.1 条规定的含义:

"Business Cooperation Agreement" has the meaning ascribed to it in Paragraph (A) of the Preamble.

"业务合作协议"具有前言部分第(A)款规定的含义。

"Business Day" means a day when banks are open for business in the PRC (excluding Saturdays, Sundays and public holidays in the PRC);
"工作日"指中国境内银行营业的一日(不包括周六、周日和中国公共假期);

"Control" means, in relation to a Person's relationship with another Person, (i) the ownership or control of more than fifty percent (50%) of the voting power of the other Person, (ii) the power to appoint or elect a majority of directors of the other Person, or (iii) the power to direct the management and policies of the other Person, directly or indirectly, by contractual arrangements or otherwise. The terms "Controls" and "Controlled" shall have meanings correlative to the foregoing;

"控制",就某一主体与另一主体的关系而言,指通过合约安排或其他方式,直接或间接(i)拥有或控制另一主体百分之五十(50%)以上的表决权,(ii)任命或选举另一主体半数以上董事的权力,或(iii) 主导另一主体的管理和政策的权力; "受控于"应具有前述相应的含义;

"Delivery" has the meaning ascribed to it in Section 5.1; **"交付"**具有第 4.1 条规定的含义;

"Designated Warehouse" has the meaning ascribed to it in Section 4.1; **"指定仓库**"具有第 4.1 条规定的含义;

"Force Majeure Event" means any objective events which (i) are beyond the control of the Parties; (ii) are unforeseen, unavoidable, or insurmountable; (iii) arise after the date of this Agreement; and (iv) prevent total or partial performance by either Party of its obligations under this Agreement, including lightning, typhoon, storm, flood, fire, earthquake or other acts of nature, epidemic, pandemic, war, strike and civil disobedience;

"不可抗力事件"指符合下述条件的任何客观事件:(i)超出双方控制;(ii)不可预见、不可避免或不可 克服,(iii)在本协议签署之日之后发生;及(iv)阻止任一方全部或部分履行其在本协议项下的义务的 任何客观事件,包括雷电、台风、暴风雨、洪水、火灾、地震或其他自然灾害、传染病、大流行病、 战争、罢工或非暴力反抗;

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"Person" means any individual, firm, joint venture, partnership, cooperative enterprise, enterprise, association, company, corporation, body corporate, trust or unincorporated organisation, state or agency of a state, local or municipal authority, government or government body; **"主体**"指任何个人、事务所、合资公司、合伙、合营企业、企业、协会、公司、集团、法人团体、 信托或非法人组织、国家或国家机构、地方或市级当局、政府或政府部门;

"Program Ok to Buy" means the earliest milestone of Polestar 4 when Polestar 4 Vehicles are permitted to be delivered to end customers in PRC;

"项目可销售节点"是指极星4标的车辆在中国允许向终端客户交付的最早节点;

"**PRC**" or "**China**" means the People's Republic of China, excluding, for the purposes of this Agreement, the Hong Kong Special Administrative Region, the Macao Special Administrative Region and the Taiwan Region;

"中国"指中华人民共和国,为本协议之目的,不包括香港特别行政区、澳门特别行政区及台湾;

"RMB" means Renminbi or Chinese yuan, the lawful currency of the PRC; "人民币"指中国的法定货币人民币;

"Transaction" has the meaning ascribed to it in Paragraph (C) of the Preamble; **"本次交易"**具有前言部分第(C)款规定的含义:

"Vehicles" has the meaning ascribed to it in Paragraph (B) of the Preamble. **"标的车辆"**具有前言部分第 (B)款规定的含义。

2 Sale and Supply of Vehicles 标的车辆的销售和供应

2.1 Subject to and in accordance with the terms and conditions of this Agreement, Party A shall sell and supply the Vehicles to Party B, and Party B shall purchase the Vehicles from Party A

受限于并根据本协议的条款和条件,甲方应向乙方销售和供应,且乙方应从甲方购买标的车辆。

2.2 Subject to the production plan and capacity of the Vehicles, Party B undertakes to purchase from Party A no less than "[***]"Vehicles in total during the term of this Agreement. 受限于标的车辆的生产计划和产能,乙方承诺在本协议有效期内,乙方从甲方购买的标的车辆总数不应少干"[***]"辆。

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2.3 For sale and supply of the Vehicles, Party B shall, upon the Parties' agreement on the Vehicles (including but not limited to the quantity thereof), place orders with Party A for the Vehicles from time to time to purchase the Vehicles. No order placed by Party B shall become valid until accepted in writing by Party A. The Parties agree that the format of the purchase order is attached hereto as *Annex 1*.

就标的车辆的销售和供应,在双方就标的车辆(包括但不限于其数量)达成一致后,乙方应 通过向甲方不时发出采购标的车辆的订单的方式购买标的车辆。乙方发出的订单在甲方书面 接受后方为有效。双方同意采购订单的格式如本协议**附件1**所示。

2.4 It is acknowledged and agreed that this Agreement and the Transaction hereunder are entered into by Party A in reliance upon the mutual understanding and agreement that the Vehicles will not be exported, sold or distributed outside of the PRC, unless otherwise agreed to by the Parties.

双方承认并同意,除非双方另有约定,标的车辆不会出口到中国境外或在中国境外出售或分销,甲方系依赖于双方就此达成的共同理解和一致同意而订立本协议及本协议项下本次交易。

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- It is further acknowledged and agreed that [***]. 双方进一步承认并同意[***]。
- 3 Price, Invoicing and Payment 价格、发票和付款
- 3.1 The price payable by Party B to Party A for each Vehicle shall be the price set forth in the order placed by Party B and accepted by Party A for such Vehicle, including but not limited to all chargeable factory fit options (if any) as having been specified by Party B and fitted to the Vehicle, systems charges, value added tax (VAT) and other applicable taxes (if any). 乙方应为每一标的车辆支付给甲方的价格应为乙方发出且甲方接受的该等标的车辆订单中载明的价格,其中包括但不限于已由乙方指定并安装在标的车辆上的所有可收费工厂配件选项(如有)。
- 3.2 For the avoidance of doubt, the price of any Vehicle shall not include "[***]". The said "[***]" shall be finally paid to "[***]" accordance with the terms agreed between Party A and "[***]". If otherwise agreed in the subsequent Distribution Agreement signed by the Parties, the Distribution Agreement shall prevail

未免疑义,任何标的车辆的价格均不包括"[***]"。前述"[***]"的最终收款方为"[***]",具体条件 以甲方与"[***]"之间的约定为准("[***]")。如后续双方签署的经销协议另有约定的,以经销 协议约定为准。

3.3 For Vehicles , Party A will issue the full special VAT invoice to Party B for the Price for the Vehicles as soon as reasonably practicable(within "[***]" Business Day after Party A received corresponding Vehicles invoice from the plant and the catalogue company and license information from Ministry of Industry and Information Technology to the golden system of Party A). Within "[***]" days after the date of the special VAT invoice issued by Party A, Party B shall pay to Party A by direct bank transfer the full Price for such Vehicles. Party B's obligation of payment of such Price shall be deemed as fulfilled from the date of Party A's receipt of the full amount of such Price in the bank account of Party A specified in Section 4 below or any other bank account of Party A designated by Party A in writing to Party B prior to the payment.

对于标的车辆,甲方应在收到工厂及目录公司发票以及对应车辆合格证信息从工信部系统推送到甲方开票系统后合理可行时尽快("[***]"个工作日内)就标的车辆的价格向乙方开具增值税专用发票。乙方应在发票日于"[***]"日内向甲方直接银行转账支付该等车辆的价格全额。自甲方在下文第 3.4 条所述甲方银行账户(或甲方在付款前书面向乙方指定的任何其他甲方银行账户)收到上述价格全额之日起视为乙方完成该等价格的付款义务。

3.4 Party A's bank account is as follows: 甲方银行账户如下:

> Company Name: "[***]" 公司名称: "[***]"

Bank: "[***]" 开户行: "[***]"

Bank Account: "[***]" 银行账号: "[***]" payments for each day it is not paid and the interest shall be based on "[***] per annum. If otherwise agreed in the subsequent Distribution Agreement signed by the Parties, the Distribution Agreement shall prevail.

如到期未付款,则每日迟延付款部分应当自动适用延迟付款罚息,该延迟付款罚息应当基于 "[***]"进行计算日利率。如后续双方签署的经销协议另有约定的,以经销协议约定为准。

- 4 Delivery and Examination 交付与检查
- 4.1 Party A will deliver the inspected Vehicles to Party B in accordance to Incoterm "[***]", when these vehicles are unloaded at the agreed warehouse as stated on the delivery note (each a "Designated Warehouse")

甲方将根据"[***]"国际贸易术语: ("[***]")向乙方交付标的车辆,即当车辆在双方约定的仓 库卸货后交付,交付地点参照交货通知单("**指定仓库**")。

- 4.2 In case of Designated Warehouse is unavailable for Delivery, Party B should have the responsibility to arrange an alternative warehouse. Party A needs to be notified no less than "[***]"Business Days prior to the expected date of delivery to an alternative warehouses (an "Alternative Warehouse"). If Party B fails to designate an Alternative Warehouse in time, then Party A shall have the right to designate an backup Warehouse for Delivery until Party B has arranged alternative warehouse to receive the cars. No matter what warehouse is chosen, the delivery should be finished upon unloading at warehouse as stated in 4.1 如果某一指定仓库无法接收交付,乙方有责任安排替代仓库,甲方需要于预计交付日期前不少于"[***]"个工作日收到乙方书面通知可供使用的替代仓库("替代仓库"),交付地点为该替代仓库。如果乙方未能在预计交付日期前不少于"[***]"个工作日指定替代仓库,甲方有权指定接收交付的备用仓库并将标的车辆交付到该备用仓库。无论选择哪个仓库交付,都将参照 4.1 按照仓库卸货并完成交付。
- 4.3 Party A shall notify Party B when a vehicle has been produced at the manufacturing plant by the mechanism used by the parties for such communication. Party A shall arrange a pick-up plan and deliver the vehicle to Party B Assigned Warehouse. Party B shall be responsible for paying all related delivery fees on car basis upon deemed cost per unit agreed by both parties and true up-down upon the actual in the following months. 甲方应通过双方认可的沟通机制,及时通知乙方车辆已经在工厂下线完成生产。甲方有权安

甲万应通过双万认可的沟通机制,及时通知乙万车辆已经在上)下线完成生产。甲万有权安排提车计划并将车辆运至乙方指定的仓库。乙方有责任支付相关运输费,该运输费按照单车和双方认可的费率结算并在次月根据实际数多退少补。

4.4 Claims process:

索赔流程:

(a) For the transportation claim process, any shortage or damage during transportation to Party B's Assigned Warehouse shall be notified immediately to Party A upon unloading to the Party B's warehouse stated on the delivery note, and with the signatures of the transport company (on behalf of Party A) and the Party B (Or, designated company by Party B), including the names and the date.

关于运输索赔流程,任何运输到乙方指定仓库的运输过程中产生的毁损或缺失,应该在甲 方将车辆运抵交付通知单注明的指定仓库并卸货时,乙方开展对运达车辆的检查并立即通 知甲方,然后物流公司(代表甲方)和乙方(或乙方指定公司)在交付通知单上签署姓名 和日期。

(b) The details of the transportation damages will be jointly issued in the VCR (vehicle Claim Record) document.

运输途中产生缺陷的具体信息将在 VCR(车辆索赔记录)文件中共同签发。

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- (c) Class 3 damages: "[***]". 第三类损坏: "[***]"。
- (d) Class 2 & Class 1 damages: "[***]". 第一和第二类损坏: "[***]"。
- (e) For the Judgement between class 2 and class 1 vehicles, both parties will follow the China dealer association PDI guidelines.
 - 对于第一和第二类损坏的判断,双方遵循乘用车新车售前检查服务指引。
- (f) (f) Party B will repair and file the claim within "[***]" days of delivery, Party A will reimburse the damage compensation to Party B based on the alignment between the Parties. 乙方将在甲方交付后的"[***]"天内完成维修和素赔,甲方将报销双方达成一致的损害赔偿 费用。
- 4.5 Party A will undertake insurance for each Vehicles from the time of loading to the time of Delivery thereof to Party B. 甲方將为每一标的车辆投保,保险期间为该等标的车辆装车运输之时至交付给乙方之时。

- 4.6 All costs and fees incurred in relation to Delivery of the Vehicles, including but not limited to the cost of the insurance set forth in Section 4.5, shall be borne and paid by "[***]". For the avoidance of doubt, in case of Delivery to an Alternative Warehouse designated by either Party B or Party A under Section 4.2 above, all transportation costs from the Designated Warehouse to the Alternative Warehouse, and all other additional costs incurred by Party A for Delivery to the Alternative Warehouse, shall be fully borne and reimbursed by Party B. 标的车辆的所有交付费用(包括但不限于第 4.5 条所述保险的费用)应由"[***]"承担和支付。为免疑义,在交付地点为乙方或甲方按上文第 4.2 条指定的替代仓库的情况下,从指定仓库到替代仓库的所有运输费用,以及甲方因向该替代仓库交付而发生的所有其他额外费用,均应由乙方承担。
- 4.7 Party A may choose to supply the Vehicles to its Affiliate for onward supply by such Affiliate to Party B, provided that Party A shall use commercially reasonable efforts to notify Party B in writing at least "[***]"Business Days (if otherwise agreed in the subsequent Distribution Agreement signed by the Parties, the Distribution Agreement shall prevail), prior to such supply change and shall cause such Affiliate to perform the Delivery obligations of such Vehicles in accordance with this Agreement. If such Affiliate fails to perform the delivery obligations, fail to fully perform, unable to perform or violate the obligations hereunder, Party A shall be deemed to have breached this Agreement, and Party A shall bear the corresponding liabilities for breach of contract and compensate for the direct losses caused to Party B.

甲方可选择向一家关联公司供应标的车辆,由该等关联公司继续向乙方供货,但前提是甲方 尽商业合理努力提前"[***]"个工作日书面通知乙方(如后续双方签署的经销协议另有约定的, 以经销协议约定为准),并应促使该等关联公司根据本协议履行该等标的车辆的交付义务。 如该等关联公司未按约履行交付义务、未充分履行、无法履行或违反本协议项下的义务,视 为甲方对本协议的违约,甲方应相应承担违约责任,赔偿给乙方带来的直接损失。

5 Transfer of Ownership and Risk 所有权和风险的转移

5.1 The title to the Vehicles shall to be owned by Party A and, subject to "[***]", shall be transferred to Party B "[***]".

标的车辆的所有权应归甲方所有,"[***]",标的车辆的所有权转移至乙方。

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5.2 The risk of the Vehicles shall be transferred to Party B at the time of Delivery of the Vehicles to Party B.

标的车辆的风险应在标的车辆交付给乙方之时转移至乙方。

- 6 Warranty 保修
- 6.1 "[***]" "[***]"
- 7 Term 期限
- 7.1 This Agreement will become effective upon being duly stamped by both Parties and shall remain in full force and effect from 1 December 2023 to "[***]" or such other date as mutually agreed by the Parties, unless terminated earlier in accordance with this Section . 本协议经双方正式盖章后生效,且除非根据本条提前终止,在 2023 年 12 月 1 日至"[***]"的期间内或双方同意的其他日期保持完全有效。
- 7.2 This Agreement may be terminated by mutual written agreement by both Parties. This Agreement shall terminate upon execution of the Distribution Agreement, subject to all matters covered by this Agreement having been covered by the Distribution Agreement. 本协议可由双方书面达成一致终止。经销协议签署后,若该协议已包含本协议的全部内容内容,则本协议将予以终止。

8 Notices 通知

8.1 All notices, applications, requests, approvals, consents, confirmations and waivers given under or in connection with this Agreement shall be in English or Chinese, in writing and will be deemed properly given if hand delivered or delivered by: 在本协议下或与本协议有关的所有通知、申请、要求、批准、同意、确认和弃权均应以英文 或中文书就,应采用书面形式,并在以专人递送或下述方式发送时视为适当送达:

- (a) prepaid registered or certified mail, return receipt requested; 预付邮费、要求回执的挂号信;
- (b) by commercial courier or messenger service; 商业快递或信使服务;
- (c) by facsimile; or 传真; 或
- (d) by email, provided that the notice (i) includes a signature block specifying the name of, and the position held in the sending Party by, the sender, and (ii) is sent to the email address of the receiving Party notified by the receiving Party to the sending Party pursuant to this Section.

电子邮件,但前提是(i)该通知包括写明发送人的姓名和在发送方担任职务的签名档, 且(ii)该通知发送到接收方根据本条通知发送方的接收方电子邮件地址。

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- 8.2 Notices will be deemed given on the first to occur of the following: 通知视为在下述情形发生时(以先发生者为准)送达:
 - (a) when actually delivered; 实际送达之时;
 - (b) if sent by facsimile, when the sender receives an electronic confirmation of receipt if promptly followed by a confirmation copy given by another permitted method, unless the recipient acknowledges receipt of the facsimile; 若以传真发送,在发送人收到电子接收确认之时,但除非接收人确认收到传真,还须发送人随后立刻收到以其他允许的方式发送的该等确认的副本;
 - (c) if sent by mail, five (5) Business Days after mailing, unless the declaration is of particular relevance and unless the addressee proves that it has not received the notice; or 若以邮件发送,除非声明特别相关且除非收信人证明其未收到通知,在寄出后五(5) 个工作日后;
 - (d) if sent by email, when (i) the sender receives an email acknowledgement from the recipient's information system showing that the notice has been delivered to the email address of the receiving Party notified by the receiving Party to the sending Party pursuant to this Section, or (ii) the notice enters an information system which is under the control of the receiving Party, or (iii) the notice is first opened or read by the intended addressee, whichever occurs first.

若以电子邮件发送,在下述时间(以先发生者为准): (i)发送人从接收人的信息系统 收到电子邮件确认之时,该确认表明通知已送达接收方根据本条通知发送方的接收方电 子邮件地址,或者(ii)通知进入接收方控制的信息系统中之时,或者(iii)通知被意图 发送给的收信人首次打开或阅读之时。

8.3 Notices shall be delivered to the addresses or facsimile numbers that either Party may designate, at any time, to the other by notice given in accordance with this Section. 通知发送到任何一方通过根据本条发送通知的方式随时向另一方指定的地址或传真号码。

9 Confidentiality 保密

9.1 Each Party and its sub-contractors and suppliers, and their respective officers, employees and agents shall keep confidential all non-public business or technical information relating to either Party or any of its respective suppliers or customers of which they become aware in connection with this Agreement. 每一方及其分包商和供应商及其各自的高级管理人员、员工和代理人均应对其与本协议有关

每一方及具分包简和供应简及具各自的高级管理人页、页上和代理人均应对具与本砂以有关而获知的、与任何一方或其任何供应商或客户的全部非公开商业或技术信息予以保密。

9.2 Except as provided in this Section, neither Party shall directly or indirectly disclose or transmit confidential information to any person other than its officers, employees and professional advisors required to know such confidential information to perform the obligation under this Agreement.

除本条中约定外,任何一方均不得直接或间接将保密信息披露或传输给除了其为履行本协议下义务而需要知道该等保密信息的高级管理人员、员工和专业顾问之外的任何人。

 9.3 Each party will treat as confidential all non-public information concerning the other Party which is obtained under this Agreement and will not disclose such information to third parties,

 Vehicles Sale and Purchase Agreement 年期時代表的時代。

 Yehicles Sale and Purchase Agreement 年期時代表的時代。

 Page 8 of 13 年期時間未购协议

other than such Party's professional advisors. This confidentiality obligation, however, will not apply to:

每一方将对其在本协议下获得的、与另一方有关的所有非公开信息予以保密,且不会将该等 信息披露给除了该一方的专业顾问之外的第三方。但上述保密义务不适用于下述信息:

- (a) information that is known to the other Party at the time of disclosure; 在拔露时已为另一方所知的信息;
- (b) information that is or becomes available in the public domain through no fault of either Party;

非因另一方过错可以在公众领域获得的信息;

- (c) information that is or becomes available to one Party from any third party who was not in breach of any confidentiality obligation to the other Party or of whose breach of any confidentiality obligation to the other Party was not aware; or 一方可以从任何第三方获得的信息,且该第三方未违反其对另一方承担的任何保密义务 或该一方不知道该第三方违反其对另一方承担的任何保密义务;或
- (d) information that one Party is required to disclose by law or court or governmental order or request from regulatory authorities.
 一方被法律或法院或政府命令或主管当局要求披露的信息。
- 9.4 Should a Party receive a request for disclosure of confidential information from any Person other than Party B's authorized parties for technical information relating to the repair and maintenance of the Vehicles, such request shall be forwarded to disclosure Party for consideration. No such information may be disclosed by the receiving party without the prior consent of disclosure Party.

如果一方自任何主体收到披露保密信息的要求(但乙方授权方要求披露与标的车辆维修和维 护有关的技术信息除外),其应将该等要求转发给披露方考虑。未经披露方事先同意,接收 方不得披露该等信息。

10 Force Majeure 不可抗力

10.1 Upon the occurrence of a Force Majeure Event, either Party shall immediately notify in writing the other Party of such event and furnish within thirty (30) Business Days thereafter a certificate issued by an authoritative agency of the place where the Force Majeure Event occurs stating the details of such event and reasons for non-performance, partial non-performance or delayed performance. Depending on the impact of the Force Majeure Event on the Transaction, the Parties shall negotiate whether to terminate this Agreement or partly exempt any affected Party from, or allow an extension for, the performance of this Agreement in respect of such matters being affected by the Force Majeure Event. Neither Party shall claim against the other Party for damages caused by the Force Majeure Event. The Parties shall immediately take measures to perform this Agreement upon the cessation of the Force Majeure Event.

发生不可抗力事件时,任何一方应立即将该事件书面通知另一方,并应在不可抗力事件发生 后的三十(30)个工作日内提供由不可抗力事件发生地的有权机构出具的证明文件,说明该 事件的详细情况,及本协议不能履行、部分不能履行或者延期履行的理由。按照不可抗力事 件对本次交易影响的程度,由各方协商决定是否解除本协议,或者就被不可抗力事件影响的 事项部分免除任何受影响方履行本协议的责任,或者延期履行本协议。对不可抗力事件所造 成的损害,任何一方不得向另一方提出赔偿要求。一旦不可抗力事件消失,各方应立即采取 措施,继续履行本协议。

Vehicles Sale and Purchase Agreement 车辆销售采购协议 Page 9 of 13 第9页,共13页

11 Governing Law and Dispute Resolution 适用法律和争议解决

11.1 The provisions regarding governing law and dispute resolutions in the Business Cooperation Agreement shall apply to this Agreement. 业务合作协议中关于适用法律和争议解决的规定适用于本协议。

12 General Provisions 一般规定

12.1 In the event of any discrepancy or conflict between the terms of this Agreement and the terms of any Annex hereto, the terms of this Agreement shall prevail. 如果本协议条款与本协议附件的条款有任何不一致或冲突,应以本协议条款为准。

- 12.2 In case of anything is not stated in this Agreement, the Business Cooperation Agreement or the further detailed Distribution Agreement shall be signed by the Parties shall be applied. 本次交易未尽事宜,应当以业务合作协议的约定或者双方应当进一步签署的经销协议为准。
- 12.3 Neither Party shall make any public announcement in relation to this Agreement or the Transaction without the prior written consent of the other Party. 未经另一方事先书面同意,任何一方均不得就本协议或本次交易发布任何公开声明。
- 12.4 As the Business Partner of Party A, Party B shall be compliant with the Code of Conduct for Business Partner as revised by Party A from time to time, provided that Party A shall notify Party properly such updated version. 作为甲方的业务合作伙伴,乙方应当遵守甲方不时修订的业务合作伙伴行为准则,前提是甲 方应及时通知乙方该等修订版本。
- 12.5 This Agreement shall be executed in English and Chinese in 2 originals, each of which will have the same force and effect. If there is any inconsistency between Chinese and English version, the Chinese version shall prevail. A facsimile or photocopy of a fully executed counterpart of this Agreement, or of a set of identical versions separately executed by the Parties, will be valid evidence of the existence and the terms of this Agreement. 本协议以中英文签署 2 份原件,每一份原件具有同等效力,中文与英文不一致的,以中文为准。经完全签署的本协议副本,或双方分别签署的一套相同版本的本协议,应构成本协议存在及其条款内容的有效证明。

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Vehicles Sale and Purchase Agreement 车辆销售采购协议 Page 10 of 13 第10页,共13页

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first set forth above. 兹此,各方已于文首所载日期签署本协议,以昭信守。

COMPANY CHOPPED

Polestar Automotive China Distribution Co., Ltd. (company seal) 极星汽车销售有限公司(公章)

Vehicles Sale and Purchase Agreement 车辆销售采购协议 Page 11 of 13 第11页,共13页

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first set forth above. 兹此,各方已于文首所载日期签署本协议,以昭信守。

COMPANY CHOPPED

Polestar Technology (Zhongshan) Co., Ltd. (company seal) 极星科技(中山)有限公司(公章)

COMPANY CHOPPED

Shanghai Polestar Shida Automotive Distribution Co., Ltd. (company seal) 上海极星时达汽车销售有限公司(公章)

Annex1: Automobile Purchase Order 附件 1 《车辆采购订单》

供货单位(盖章): 极星汽车销售有限公司(以下简称: 甲方)

Supplier (seal): ______ (hereinafter referred to as: Party A) 购货单位 (盖章): _____ (以下简称: 乙方)

Purchaser (seal): _____ (hereinafter referred to as: Party B)

This Purchase Order is made and placed in accordance with the Vehicles Sale and Purchase Agreement entered into by Party A and Party B on __ Day____Month,____Year. 本采购订单根据甲乙双方在 2023 年【】月【】日签署的《车辆销售采购协议》书就和发出。

序号 Number	车辆型号 Vehicle Model	车身颜色 Body color	内饰颜色 Interior Color	选装包 Option Package	未税单车小计(/\) Price w/o VAT p.u	含税单车小计 (5+4+1.13) Price w.tax p.u	台數(C) Quantity	小计含税金额 (D=B+C) Subtotal w.VAT
1								1
2								
3								
	总计 Total 大写金额 Amount							

1. Product name, quantity, specifications, quotation and technical standards

产品品名、数量、规格、报价及技术标准

The specifications and technical standards (including quality requirements) of the abovementioned products shall be subject to the national standards, industry standards and the model agreed upon by both parties.

上述产品的规格、技术标准(包含质量要求),以国家标准、行业标准和双方协商确定的样板 为准。

2. Payment Term: 付款条款:

For Vehicles, Party A will issue the full special VAT invoice to Party B for the Price for the Vehicles as soon as reasonably practicable(within "[***]"Business Day) after Party A received corresponding Vehicles invoice from the plant and the catalogue company and license information from Ministry of Industry and Information Technology to the golden system of Party A. Within "[***]" days after the date of the special VAT invoice issued by Party A, Party B shall pay to Party A by direct bank transfer the full Price for such Vehicles.

对于标的车辆,甲方应在收到工厂及目录公司发票以及对应车辆合格证信息从工信部系统推送到甲 方开票系统后合理可行时尽快("[***]"个工作日内)就标的车辆的价格向乙方开具增值税专用发 票。乙方应在发票日于"[***]"日内向甲方直接银行转账支付该等车辆的价格全额。

 Party A's designated receiving account information: 甲方指定收款账户信息: Company Name: "[***]". Bank: "[***]" Bank Account: "[***]" 公司名称: "[***]" 银行: "[***]" 银行账号: "[***]"

Vehicles Sale and Purchase Agreement 车辆销售采购协议 Page 13 of 13 第13页,共13页

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

SERVICE AGREEMENT MAIN DOCUMENT 服务协议主要文件

Name of Project: Gemini 项目名称: Gemini

On June 19, 2023, Hubei Xingji Meizu Group Co., Ltd. ("**Xingji Meizu**"), Polestar Automotive (Singapore) Pte. Ltd. and Polestar Automotive (Singapore) Distribution Pte. Ltd. entered into a Shareholders Agreement to establish a joint venture company ("**Shareholders Agreement**"). On June 19, 2023, Hubei Xingji Meizu Group Co., Ltd. and Polestar Automotive (Singapore) Distribution Pte. Ltd. also entered into a Business Cooperation Agreement, pursuant to which Service Provider (as defined below) agreed to provide certain transition services to Purchaser during a transition period from June 19, 2023 to the date of independent operation of Purchaser which is estimated as 31 of December 2023 or the date as otherwise agreed by the Parties ("**Transition Period**").

2023年6月19日,湖北星纪魅族集团有限公司("**星纪魅族**")与 Polestar Automotive (Singapore) Pte. Ltd.和 Polestar Automotive (Singapore) Distribution Pte. Ltd.签署了成立合资公司的股东协议 ("**股东协议**")。2023年6月19日,湖北星纪魅族集团有限公司与 Polestar Automotive (Singapore) Distribution Pte. Ltd.还签署了一份商业合作协议,根据该协议,服务提供方(定义 见下文)同意在自2023年6月19日起至买方独立运营日(预计为2023年12月31日或者双方 另行同意的其他时间)止的过渡期内("**过渡期**")向买方提供特定过渡服务。

This Service Agreement is made and entered into as of ______, 2023 by and between: 本服务协议由以下双方于 2023 年 月 日订立并签署:

- Polestar Automotive China Distribution Co., Ltd., Unified Social Credit Code: 91510112MA6D05KT88, a corporation organized and existing under the laws of the People's Republic of China ("Service Provider"), and 极星汽车销售有限公司,统一社会信用代码: 91510112MA6D05KT88, 一家根据中华人 民共和国法律合法设立并有效存续的有限责任公司("服务提供方");及
- Polestar Technology (Shaoxing) Co., Ltd., Unified Social Credit Code:91442000MAD0U8HC29, a corporation organized and existing under the laws of the People's Republic of China ("Purchaser"). 极星科技(绍兴)有限公司,统一社会信用代码: 91442000MAD0U8HC29, 一家依据中

华人民共和国法律合法设立并有效存续的有限责任公司("买方")。

Service Agreement

Agreement No.: Polestar-PXJV-TSA-202311

Each of Service Provider and Purchaser is hereinafter referred to as a "**Party**" and jointly as the "**Parties**".

服务提供方与买方在本协议中单独称为"一方", 合称为"双方"。

BACKGROUND 背景

A. The Parties have determined that Service Provider shall provide to Purchaser certain Services (as defined in the General Terms), which are further described in the Service Specification in Appendix 1. The provision of the Services shall be performed in accordance with the terms in this service agreement and its appendices (the "Service Agreement").

双方决定由服务提供方向买方提供特定服务(定义见"一般条款"),详见附件1的服

务规范。服务的提供应根据本服务协议及其附件("**服务协议**")的条款进行。

B. Purchaser now wishes to enter into this Service Agreement for the purpose of receiving the Services and Service Provider wishes to provide the Services in accordance with the terms set forth in this Service Agreement.

买方现希望为获得服务之目的签署本服务协议,且服务提供方希望根据本服务协议的 条款提供服务。

- 示利定时服力。
- C. In light of the foregoing, the Parties have agreed to execute this Service Agreement.
 有鉴于此,双方同意签署本服务协议。

AGREEMENT

协议

1. GENERAL

总则

This Service Agreement consists of this main document (the "**Main Document**") and its appendices. This Main Document sets out the specific terms in respect of the provision of the Services, whereas <u>Appendix 2</u> sets out certain general terms and conditions applicable to the Parties' rights, obligations and performance of the Parties' activities hereunder (the "General Terms").

本服务协议由本主要文件("**主要文件**")及其附件组成。本主要文件规定了与提供服务有关的具体条款,而<u>附件2</u>规定了适用于双方的权利、义务以及双方行动的一般条

款和条件("**一般条款**")。

All capitalized terms used, but not specifically defined in this Main Document, shall have the meaning ascribed to them in the General Terms.

本主要文件中使用的、但未明确定义的术语, 应具有一般条款中规定的含义。

2. SERVICE SPECIFICATION 服务规范

Service Agreement

Agreement No.: Polestar-PXJV-TSA-202311

The Parties agreed that Purchaser shall pay for the Services performed by Service Provider during Transition Period. The scope, specification and Service Charges for such Services are specified in the Service Specification in <u>Appendix 1</u>.

双方同意,买方应就服务提供方在过渡期内履行的服务支付费用,该等服务的范围、

规范和服务费详见附件1的服务规范。

After the execution of this Agreement, the Parties may make subsequent changes to the scope, specification or Service Charges specified in <u>Appendix 1</u>, provided that any such subsequent changes shall be pre-approved by both Parties in writing.

本协议签署后,双方可对附件1中规定的服务范围、规范和服务费做出变更,但前提

是任何该等变更应事先获得双方的书面同意。

3. AFFILIATE 关联方

Affiliate shall for the purpose of this Service Agreement have the following meaning: 为本服务协议之目的,关联方应具有以下含义:

"Affiliate" means, with respect to the Service Provider or Purchaser, any other legal entity that, directly or indirectly, controls, is controlled by or is under common control with, the Service Provider or Purchaser, respectively; and control means the possession, directly or indirectly, by agreement or otherwise, of (i) at least 50% of the voting stock, partnership interest or other ownership interest, or (ii) the power (a) to appoint or remove a majority of the board of directors or other governing body of an entity, or (b) to cause the direction of the management of an entity.

"关联方"就服务提供方或买方而言,指直接或间接地控制服务提供方或买方、被服务 提供方或买方控制或与服务提供方或买方共同受他人控制的任何其他法律实体;控制 是指通过协议或其他方式直接或间接地拥有(i)该主体至少50%的有表决权的股票、 合伙权益或其他所有者权益;或(ii)拥有(a)委派或罢免该主体的多数董事或类似 管理机构多数成员的权力;或(b)对该主体的管理作出指示的权力。

4. SERVICE CHARGES 服务费 In consideration of Service Provider's performance of the Services under this Service Agreement, Purchaser shall pay to Service Provider the service charges as described in <u>Appendix 1</u> (the "Service Charges").

作为服务提供方履行本服务协议项下服务的对价,买方应向服务提供方支付附件1中 规定的服务费("**服务费**")。

After the execution of this agreement, the Parties may modify the Service Charges specified in Appendix 1 based on any subsequent changes made to the scope or specification of the Services pursuant to Section 2 above, provided that any such subsequent changes to the Service Charges shall be pre-approved by both Parties in writing. For clarity, the term "Service Charges" include not only those charges specified in Appendix 1, but also any subsequent changes jointly approved by the Parties pursuant to the foregoing sentence. All Service Charges shall be paid in accordance with the payment terms and conditions set forth in this Agreement.

Service Agreement

Agreement No.: Polestar-PXJV-TSA-202311

本协议签署后,双方可根据上述第2条规定的服务范围或规范的变更,修改附件1中 规定的服务费,但前提是任何该等服务费的变更应事先获得双方的书面同意。为明确 起见,术语"服务费"不仅包括附件1中规定的费用,还包括双方根据上述规定共同同 意的任何变更。所有服务费应根据本协议中规定的条款和条件支付。

The Service Charges shall be paid in the currency of: RMB. 服务费应以人民币支付。

5. PAYMENT 支付

If Service Provider, pursuant to the General Terms, appoints its Affiliates and/or subcontractors to perform the Services under this Service Agreement, Service Provider shall include the costs relating to such work in the invoices to Purchaser.

如果服务提供方根据一般条款指定其关联方和/或分包商履行本服务协议项下的服务,

服务提供方应在向买方开具的发票中包含与该等工作相关的费用。

During the Transition Period, the Service Provider shall give a written notice to Mr. "[***]" at the 15th calendar day of next month setting forth the actual Service Charges of previous month, upon which "[***]"shall confirm such Service Charges within "[***]"days after the receipt of such notice. The Parties may otherwise agree the date of issuing such written notice. Unless otherwise stated in this Agreement, the Purchaser shall pay the Service Provider within "[***]". Service Provider shall provide relevant invoice to the Purchaser before payment. Nevertheless the aforementioned, the Parties agree that the payment under this Agreement shall be made by the Purchaser to the Service Provider no later than "[***]", provided that "[***]".

过渡期间,服务提供方应在次月的第 15 个日历日向"[***]"发送载明前一个月实际发 生服务费的书面通知,在此基础上"[***]"应当在收到该等通知后的"[***]"日内确认 该等服务费。双方也可以另行协商发送书面通知的日期。除非本协议另有约定,买方 应当在 "[***]"付款,付款之前服务提供方应当向买方提供相应发票。尽管有前述约 定,双方同意本协议项下的买方对服务提供方的最迟付款日不应迟于"[***]",前提 是 "[***]"。

6. GOVERNANCE FORUM 治理委员会

The Parties agree that governance in respect of this Service Agreement shall be handled in accordance with what is set out in the General Terms in <u>Appendix 2</u>. When reference is made to a relevant governance forum, it shall for the purpose of this Service Agreement have the meaning set out below in this Section 6.

双方同意本服务协议的治理应根据附件 2 中规定的一般条款进行。为本服务协议之目

的,当提及相关治理委员会时,其应具有第6条中规定的含义。

The first level of governance forum for handling the co-operation between the Parties in various matters, handling management, prioritisation of development activities etc. under the Service Agreement shall be the "Steering Committee". The Steering Committee shall be the

first level of governance forum established by the Parties for handling the cooperation between them in respect of various matters. Steering Committee shall be composed of the CFOs from both shareholders and their designated persons.

为处理双方在本服务协议项下各方面的合作、管理及开发活动的优先次序等事项的第

一级治理委员会为"**指导委员会**"。指导委员会是双方为处理其在各种事项上的合作而

设立的第一级治理委员会。指导委员会由股东双方 CFO 及其指定人员组成。

The higher level of governance forum, to which an issue shall be escalated if the Steering Committee fails to agree upon a solution shall be the **"Strategic Board**". The Strategic Board shall be the highest level of governance forum established by the Parties for handling the cooperation between them in respect of various matters. Strategic Board shall be composed of the CEOs from both shareholders and their designated persons.

若指导委员会未能就解决方案达成一致意见,则应将问题上报更高层级的治理委员会,

也即"战略委员会"。战略委员会是双方为处理其在各种事项上的合作而设立的最高一

级治理委员会。战略委员会由股东双方 CEO 及其指定人员组成。

7. TEMPLATE FINANCIAL REPORTING 财务报告模板

The Parties agree that the basis for calculating the Service Charges shall be transparent and auditable to Purchaser and be done based on the template attached as <u>Appendix 3</u>.

双方同意,计算服务费的基础应对买方透明且可审计,且应根据<u>附件3</u>中所附的模板 计算。

.....

8. DATA PROCESSING 数据处理

If Service Provider processes any personal data on Purchaser's behalf and in accordance with its instructions as part of or in connection with the performance of the Services, the Parties agree that at all times comply with applicable laws on protection of personal data, in particular, but not limited to the EU Data Protection Laws (as defined in the General Terms in <u>Appendix</u> 2) and Personal Information Protection Law of the People's Republic of China, and shall use its commercially reasonable efforts to ensure that any Affiliates or subcontractors engaged by it also comply therewith.

如果服务提供方代表买方并根据其指示处理任何个人数据,目该数据处理行为是作为 履行服务的一部分或与履行服务有关,双方同意始终遵守个人数据保护方面的适用法 律,特别是但不限于欧盟数据保护法(定义见<u>附件2</u>中的一般条款)和《中华人民共 和国个人信息保护法》,并应尽其商业上的合理努力确保其聘请的任何关联方或分包 商也遵守相关法律。

9. ORDER OF PRIORITY 优先顺序

In the event there are any contradictions or inconsistencies between the terms of this Main Document and any of the Appendices hereto, the Parties agree that the following order of priority shall apply:

Service Agreement

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若本主要文件与本服务协议任何附件的条款存在任何矛盾或不一致,双方同意适用以 下优先顺序:

- This Main Document 本主要文件
- (2) Appendix 2, General Terms Service Agreement 附件 2 一般条款-服务协议
- (3) Appendix 1, Service Specification 附件 1 服务规范
- (4) Appendix 3, Template Financial Reporting 附件 3 财务报告模版

10. NOTICES 通知

All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Service Agreement shall be sent to the following addresses and shall otherwise be sent in accordance with the terms in the General Terms:

本服务协议中规定的或以任何方式与本服务协议主题事项相关的向任何一方发出的所

有通知、要求、请求和其他通信应发送至以下地址,并应根据一般条款中的规定另行 发送:

(a) To Service Provider: 致服务提供方: Polestar 极星 Attention: 收件人: "[***]"ADDRESS 地址: Gabrielssons Väg 9, 405 31 Göteborg, Sweden Email: 电子邮件:"[***]" (b) To Purchaser: 致买方: Polestar Technology (Shaoxing) Co., Ltd. 极星科技 (绍兴) 有限公司 Attention: "[***]" 收件人:"[***]" Shanghai Xuhui District Longwen Road 317 Star Han Plaza T5 Polestar 上海徐汇区龙文路 317 号星瀚广场 T5 极星汽车

Email: "[***]"电子邮件: "[***]"

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11. ORIGINALS 正本

This Service Agreement has been signed in two originals, of which the Parties have received one each. 本服务协议正本一式两份,双方各执一份,具有同等法律效力。

[SIGNATURE PAGE FOLLOWS]

Service Agreement

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this Agreement as of the date first set forth above. 兹此为证,双方已促使其正式授权代表于文首所述日期签署本协议。

Polestar Automotive China Distribution Co.

极星汽车销售有限公司

By: Wu Huijing (吴慧静), General Manager

签名:_____

Printed Name:

姓名:

Title:

职务:

Date:

日期:_____

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this Agreement as of the date first set forth above. 兹此为证,双方已促使其正式授权代表于文首所述日期签署本协议。

Polestar Technology (Shaoxing) Co., Ltd.

极星科技 (绍兴) 有限公司

By: Shen Ziyu (沈子瑜), Legal Representative

签名: _____ Printed Name: 姓名: Title: 职务: Date: 日期: _____

Signature Page to the Service Agreement

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SERVICE AGREEMENT APPENDIX 1

服务协议 附件1

SERVICE SPECIFICATION

《服务规范》

1. GENERAL 总则

1.1 This Service Specification is a part of the Service Agreement executed between Service Provider and Purchaser. This Service Specification sets out the scope and the specification of the activities that shall be performed under the Service Agreement, the division of responsibilities between Service Provider and Purchaser and the applicable time plan for the performance of the activities.

本服务规范是服务提供方与买方签署的服务协议的一部分。本服务规范规定了服务协议项下应开展的活动的范围和规范、服务提供方和买方之间责任的划分以及开展活动的时间计划。

2. DEFINITIONS

定义

2.1 Any capitalised terms used but not specifically defined herein shall have the meanings set out for such terms in the Main Document or the General Terms. [In addition, the capitalised terms set out below in this Appendix 1 shall for the purposes of this Service Specification have the meanings described herein. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and vice versa.]

本协议中使用但未特别定义的任何专门术语应具有主要文件或一般条款中规定的含义。此外,为本服务规范之目的,本附件1下载明的专门术语应具有在本服务规范中 描述的含义。定义清单中的所有单数专门术语的复数含义相同,反之亦然。

- "Inhouse Services" means Services performed by Service Providers with its own resources (including items defined in section 6.2).
 "内部服务"指服务提供方使用其内部资源提供的服务(包括第 6.2 条约定的项目)。
- "Outsourced Services" means Services performed by a subcontractor of Service Provider, a third-party supplier or an Affiliate of Service Provider. "外包服务"指服务提供方的分包商、第三方供应商或者服务提供方关联方提供的服务。

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 "Overhead cost" means overhead and administration cost including but not limited to office rental cost, computer and telephone cost, administration cost (e.g. cost for HR, finance).

"营运费用"指营运及行政成本,包括但不限于办公室租赁费用、电脑及电 话费用、行政费用(如人事和财务相关费用)。

"PO" means Purchasing order placed by Service Provider towards subcontractors or third-party suppliers connected to the transition support Services provided by Service Provider to the Company under this Service Agreement.

"采购订单"是指服务提供方通过分包商或第三方供应商下的采购订单,该等

分包商或第三方供应商与服务提供方根据本服务协议向公司提供的过渡期支持服务相关。

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3. GENERAL DESCRIPTION 总体说明

3.1 The Parties have agreed that Service Provider will provide, and Purchaser will accept transition support Services mutually agreed by the Parties, including but not limited to the activities of digital, Sales, Brand & Marketing, Public Relationship & Communication, Aftersales, Customer Experience, Product Planning etc, and administrative support (for example procurement services) etc.

双方同意,服务提供方将提供且买方将接受双方共同同意的过渡性支持服务,包括但

不限于销售、品牌与市场、公关、售后、客户体验、产品规划、数字化、商业人力、 信息技术和行政类支持(如采购服务)等。

3.2 The overall objectives of the activities is to assist Purchaser to operate its business during the period from June 19th, 2023 to the date of independent operation of Purchaser.
 该等活动的总体目标是协助买方在 2023 年 6 月 19 日至买方独立运营日期间经营其业务。

4. DESCRIPTION OF THE SERVICE ACTIVITIES 服务活动描述

¹

The Services, which Purchaser has requested Service Provider to provide during the Transition Period, consist of, but are not limited to, the services set forth below in this Section 4 (the "Services").

买方要求服务提供方在过渡期内提供的服务包括但不限于下文第4条中规定的服务("

服务")。

Servic 服务	es
•	Sales: [***]
	销售: [***]
•	Brand & marketing: [***]
	品牌与营销: [***]

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PR & communication: [***] 公关与传播: [***]
Digital: [***] 数字化: [***]
Customer experience: [***] 客户体验: [***]
Supporting function for JV go-alive: [***] 支持合资公司启动的职能: [***]

5. TIMING AND DELIVERABLES 时间安排与交付

5.1 The Services shall commence from June 19th, 2023. 服务应在 2023 年 6 月 19 日开始。

5.2 The following milestones and/or deadlines or other deadlines agreed by the Parties shall apply:

应适用如下里程碑和/或最后期限或其他双方同意的最后期限:

Milestone/Date/Timing 里程碑/日期/时间安排	Deliverable/Description 交付成果/描述
··[***] ^{››} ··[***]"	Transition service charge to JV Confirmation Sheet_"[***]". 买方过渡服务费确认表-"[***]"。
"[***]"	Transition service charge to PURCHASER Confirmation Sheet_"[***]" 买方过渡服务费确认表-"[***]"
"[***]"	Transition service charge to PURCHASER Confirmation Sheet "[***]" 买方过渡服务费确认表-"[***]"
"[***]"	Transition service charge to PURCHASER Confirmation Sheet "[***]" 买方过渡服务费确认表-"[***]"
"[***]"days after the establishment of the Company or other date as agreed by the Parties PURCHASER 成立后"[***]"日内或者双方另行同意的其他时	Open PO transfer 未了结采购订单合同转让
间	

PURCHASER refund SERVICE Unless otherwise stated in this Agreement, within PROVIDER at invoice "[***]"; nevertheless the aforementioned, such payment shall be made no later than "[***]", 买方按发票金额向服务提供方支 provided that "[***]". 付款项 除非本协议另有约定,"[***]"内;尽管有前述 约定,该等付款日期不迟于"[***]",前提是 "[***]"。 Note: 注: 1. Should there be any outstanding items that could not be agreed by the Parties in a specific milestone, the issues should be referred to and agreed by the Parties in the next milestone: If the Parties cannot agree the issue, such issue will be escalated according to Section 6 in the Main Document. 如果双方在任何里程碑中无法就任何未决项目达成一致,则双方应在下一个里程碑 中就这些项目达成一致,否则将通过主要文件第6条治理规定予以解决。 2. For avoidance of doubt, the Purchaser shall not oppose the relevant Service Charges connected to a PO which (i) exceed RMB "[***]" million which has been approved by Mr. "[***]"; or (ii) is below RMB "[***]" million and has been approved by the CFO of the Purchaser.

为避免疑义, 买方不应对以下涉及的服务费提出任何异议: (i) 单个"[***]"万人 民币以上的采购申请如果已经"[***]"审批;或(ii)单个"[***]"万以下的采购申请如已 经买方 CFO 确认。

6. SERVICE CHARGES 服务费

6.1 The Parties agree that, in consideration for the Services provided under this Service Agreement, Purchaser shall pay to Service Provider the Service Charges as further specified below:

双方同意,作为服务协议项下提供服务的对价,买方应向服务提供方支付下述服务 费:

Outsourced Service will be charged per contract amount with VAT "[***]". The cost incurred by Service Provider for handling administering the Outsourced Service will be charged as an Inhouse Service.

外包服务将根据合同金额收取费用并含增值税("[***]")。服务提供方因处理外 包服务产生的费用将被计为内部服务。

"[***]" "[***]"

During the Transition period, all the Purchaser related uncompleted contracts need to be transferred to the Purchaser. In case of the contract transfer can't be done by the end of the Transition Period or the transfer is delayed, such payment obligation of remaining contracts with third parties shall be performed by the Service Provider in accordance with relevant contracts first until such contracts being assigned to the

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Purchaser . a	and for relevant am	ount to be paid under s	uch agreem	ent to be paid by the
		er, the parties agree that	•	· · · · · · · · · · · · · · · · · · ·
	east "[***]" workin provided that"[**	ng days before the Serv *]".	rice Provide	r pay to the relevant
在过渡期间	,所有与买方相关	长的未完成合同将转至	买方名下。	如有合同转移未能
在过渡期内	完成或转移延迟,	则对于该等向第三方	前未履行命	合同的付款义务应由
服务提供方	根据相关合同继续	卖履行直到转让给买方	7,就相关名	合同涉及的相关付款
金额,双方	同意由买方在服务	务提供方应付给供应商	这前至少热	是前"[***]"个工作日
支付给服务	提供方,前提是"	[***]''。		
with "[***]"	mark-up and VAT	l based on per evidence The Service Charges	for Inhouse	Service shall be

内部服务将根据每一服务凭据,总成本(如6.2条定义)收取"[***]"的加价并含 增值税。内部服务费用应当根据下述第6.2条计算。

6.2 The Service Charges for Inhouse Service shall be calculated according to what is set forth below in this Section 6.2

内部服务的服务费应按照下文第6.2条的规定计算。

Service Charges for Inhouse Services 内部服务的服务费

The Service Charges for Inhouse Services shall be equivalent to the evidenced Total Costs incurred by Service Provider in performing the Services plus a mark-up of "[***]" added to the total costs.

内部服务的服务费应相当于服务提供商在履行服务时产生的证明总成本加上总成本"[***]"的加成。

"Total Costs" for the purposes of determining the Service Charge for Inhouse Services shall include all direct and indirect costs (including overhead cost), as further specified below.

为确定内部服务服务费目的而言,"总成本"应包括所有直接和间接成本(包括营运费用),具体如下所述。

"[***]" "[***]"

6.3 In addition to the relevant Service Charges, the PURCHASER shall compensate the Service Provider for financing cost for the cost incurred by Service Provider in performing the Services during the Transition Period. The financing compensation should be calculated according to what is set forth below.

除了相关服务费外, 合资企业还应补偿服务提供方在过渡期间履行服务所产生的上述 服务费的财务成本。财务成本应按以下规定计算。

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The financial cost calculation period starts from "[***]", to "[***]" 财务成本计算区间规则为从"[***]"起, 至"[***]"止。 The financial cost = "[***]" 财务成本="[***]" "[***]"

7. PARTIES RESPONSIBILITIES 各方责任

7.1 General. The division of the responsibilities between the Parties is described in this Section 7.

一般规定。各方责任的划分见本第7条。

7.2 Purchaser's responsibilities. Purchaser is responsible for activities in relation to the daily operation, including:

买方的责任。买方负责与日常运营相关的工作,包括:

(a) Pay the Service Charges to the Service Provider in accordance with this Service Agreement in a timely manner; and

根据本服务协议向服务提供方按时支付服务费;以及

(b) Provide other necessary assistance to Service Provider for its performance of the Services under this Service Agreement.

向服务提供方提供其他必要的协助以履行本服务协议项下的服务。

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SERVICE AGREEMENT APPENDIX 2

服务协议 附件 2

GENERAL TERMS

一般条款

1. BACKGROUND 背景

1.1 This Appendix 2, General Terms – Service Agreement, (the "General Terms") is an Appendix to the Main Document and is an integrated part of the Service Agreement entered into between the Parties.

本附件 2《一般条款-服务协议》(以下简称"一般条款")是本服务协议主要文件的附件,是双方签订的本服务协议不可分割的一部分。

2. **DEFINITIONS**

定义

2.1 For the purpose of these General Terms, the following terms shall have the meanings assigned to them below. All capitalized terms in singular in the list of definitions shall have the same meaning in plural and vice versa. Any capitalized terms used, but not specifically defined below in this Section 2, shall have the meaning ascribed to them in the Main Document.

在本一般条款中,以下术语应具有下文规定的含义。定义清单中的所有单数大写术语

的复数含义相同,反之亦然。任何本一般条款中使用的但未在本第2条中明确定义的 大写术语应具有主要文件中规定的含义。

- 2.2 "Appendix" means an appendix to the Main Document."附件"是指本服务协议主要文件的附件。
- 2.3 "Background IP" means the Intellectual Property Rights either:"背景知识产权"是指下列知识产权:
 - (a) owned by either of the Parties;由任何一方所有;
 - (b) created, developed or invented by directors, managers, employees or consultants of either of the Parties;
 - 由任何一方的董事、经理、雇员或顾问创造、开发或发明的;
 - (c) to which the Party has licensed rights instead of ownership and the right to grant a sublicense

该方拥有被许可的权利而非所有权的,并有权授予再许可的;

prior to the provision of the Service by Service Provider to Purchaser under this Service Agreement, and any Intellectual Property Rights developed or otherwise acquired independently of this Service Agreement.

在服务提供方向买方提供本服务协议项下服务之前发生的,以及独立于本服务协议而 开发或以其他方式获得的任何知识产权。

2.4 "Confidential Information" means any and all non-public information regarding the Parties and their respective businesses, whether commercial or technical, in whatever form or media, including but not limited to the existence, content and subject matter of this Service Agreement, information relating to Intellectual Property Rights, concepts, technologies, processes, commercial figures, techniques, algorithms, formulas, methodologies, know-how, strategic plans and budgets, investments, customers and sales, designs, graphics, CAD models, CAE data, statement of works (including engineering statement of works and any high level specification), targets, test plans/reports, technical performance data and engineering sign-off documents and other information of a sensitive nature, that a Party learns from or about the other Party prior to or after the execution of this Service Agreement. "保密信息"是指一方在本服务协议签署之前或之后从另一方获知或以其它方式得知的

关于双方及其各自业务的商业或技术的任何及所有非公开信息,无论形式或媒介,包 括但不限于本服务协议的存在、内容和主题事项、与知识产权、概念、技术、流程、 商业数字、工艺、算法、公式、方法、专有技术、战略计划和预算、投资、客户和销 售、设计、图形、CAD模型、CAE数据、工作说明(包括工程说明和任何高级别说 明)、目标、测试计划/报告、技术表现数据和工程签署文件以及其他具有敏感性质 的信息。

2.5 "Disclosing Party" means the Party disclosing Confidential Information to the Receiving Party.

"披露方"是指向接收方披露保密信息的一方。

- 2.6 "EU Data Protection Laws" shall mean collectively, any applicable data protection, privacy or similar law generally applicable to the processing of personal data, including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and any act or piece of national legislation implementing, supporting or otherwise incorporating said regulation, including any amendment made to any of the foregoing. "欧盟数据保护法"是指通常适用于个人数据处理的任何关于数据保护、隐私或类似法 律的合称,包括但不限于欧洲议会和委员会于 2016 年 4 月 27 日通过的关于在个人数 据处理方面保护自然人和该等数据自由流动,并废止第 95/46/EC 号指令的条例 (EU)2016/679 (通用数据保护条例)和贯彻、支持或以其他方式纳入该等条例的任何法令或国家立法,包括对前述任何条例的任何修订。
 2.7 "Force Majeure Event" shall have the meaning set out in Section 15.1.
- "Force Majeure Event" shall have the meaning set out in Section 15.1.
 "不可抗力事件"具有第 15.1 款规定的含义。

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2.8 "Industry Standard" means the exercise of such professionalism, skill, diligence, prudence and foresight that would normally be expected at any given time from a skilled and experienced actor engaged in a similar type of undertaking as under this Service Agreement. "行业标准"系指从事本服务协议项下的类似类型业务的熟练且经验丰富的专业人员在

任何特定时间所应当具备的专业素质、技能、勤勉、谨慎和远见卓识。

2.9 "Intellectual Property Rights" or "IP" means Patents, Non-patented IP, rights in Confidential Information and Know-How to the extent protected under applicable laws anywhere in the world. For the avoidance of doubt, Trademarks are not comprised by this definition.

"知识产权"系指在世界任何地方受适用法律保护的专利、非专利知识产权、保密信息

权利和专有技术。为免歧义,本定义不包括商标。

2.10 "Know-How" means confidential and proprietary industrial, technical and commercial

information and techniques in any form including (without limitation) drawings, formulae, test results, reports, project reports and testing procedures, instruction and training manuals, tables of operating conditions, specifications, component lists, market forecasts, lists and particulars of customers and suppliers.

"专有技术"系指任何形式的保密和专有的工业、技术和商业信息和技术,包括(但不限于)图纸、配方、测试结果、报告、项目报告及测试程序、说明书及培训手册、操 作条件列表、规格、部件清单、市场预测、客户和供应商的名单和详情。

2.11 "Main Document" means the contract document (with the heading "Main Document - Service Agreement"), which is signed by Service Provider and Purchaser, to which these General Terms are an Appendix.

"主要文件"系指服务提供方与买方签署的、本一般条款作为附件的合同文件(标题为 "主要文件-服务协议")。

2.12 "Non-patented IP" means copyrights (including rights in computer software), database rights, semiconductor topography rights, rights in designs, and other intellectual property rights (other than Trademarks and Patents) and all rights or forms of protection having equivalent or similar effect anywhere in the world, in each case whether registered or unregistered, and registered includes registrations, applications for registration and renewals whether made before, on or after execution of this Service Agreement.

"非专利知识产权"系指著作权(包括计算机软件著作权)、数据库权利、半导体拓扑 图权利、设计权利和其他知识产权(商标和专利除外)以及在世界任何地方具有同等 或类似效果的所有权利或保护形式,无论该等权利是否已注册(已注册包括注册、注 册申请和续展),无论该注册在本服务协议签署之前、之时或之后进行。

2.13 "Patent" means any patent, patent application, or utility model, whether filed before, on or after execution of this Service Agreement, along with any continuation, continuation-in-part, divisional, re-examined or re-issued patent, foreign counterpart or renewal or extension of any of the foregoing.

"专利"系指任何专利、专利申请或实用新型,无论其在本服务协议签署之前、之时或 之后申请,连同任何继续申请、部分继续申请、分案申请、复审或重新颁发的专利、 国外同类专利或上述任何专利权的续展或延展。

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2.14 "Receiving Party" means the Party receiving Confidential Information from the Disclosing Party.

"接收方"系指从披露方接收保密信息的一方。

2.15 "Results" shall mean any outcome of the Services provided to Purchaser under this Service Agreement (including but not limited to any IP, technology, software, methods, processes, deliverables, objects, products, documentation, modifications, improvements, and/or amendments to be carried out by Service Provider under the Service Specification) and any other outcome or result of the Services to be performed by Service Provider as described in the relevant Service Specification, irrespective of whether the performance of the Services has been completed or not.

"成果"系指根据本服务协议向买方提供的服务的任何结果(包括但不限于服务提供方

根据服务规范实施的任何知识产权、技术、软件、方法、程序、交付物、对象、产

品、文件、修改、改进和/或修订)以及相关服务规范所述的由服务提供方履行的服务的任何其他结果或成果,无论服务的履行是否已经完成。

- 2.16 "Services" shall mean within the Transition Period the services to be performed by Service Provider to Purchaser hereunder, including all services under the Appendices attached hereto. "服务"系指过渡期内服务提供方根据本协议向买方履行的服务,包括本协议附件中规 定的所有服务。
- 2.17 "Service Agreement" means the Main Document including all of its Appendices and their Schedules as amended from time to time.
 "服务协议"系指主要文件及其所有附件,以及可能随时调整的进程表。
- 2.18 "Service Charges" means the service charges as set forth or referenced to in the Main Document.

"服务费"系指在主要文件中规定或提及的服务费。

2.19 "Service Specification" describes the Services to be provided by Service Provider to Purchaser hereunder including (if applicable) a time plan for the provision of the Services, which is included as Appendix 1 in this Service Agreement.

"服务规范"对服务提供方根据本协议向买方提供的服务进行说明,包括(如适用)提

/#呢友的时间注制 法注制作为未呢友热兴的财件___句今左未呢友热兴市

³

2.20 "Third Party" means a party other than any of the Parties and/or an Affiliate of one of the Parties to this Service Agreement.

"第三方"系指除本服务协议任何一方和/或本服务协议一方的关联公司以外的其他

方。

2.21 "Trademarks" means trademarks (including part numbers that are trademarks), service marks, logos, trade names, business names, assumed names, trade dress and get-up, and domain names, in each case whether registered or unregistered, including all applications, registrations, renewals and the like, in each case to the extent they constitute rights that are enforceable against Third Parties.

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"**商标**"系指商标(包括属于商标的零件号)、服务标记、标识、商号、商号、化名、 商业外观和外观以及域名,无论其是否已注册,包括所有的申请、注册、续展以及类 似行为,只要能构成可针对第三方执行的权利。

2.22 "Use" means to make, have made, use (including in a process, such as use in designing, engineering, testing or assembling products or in their research or development), keep, install, integrate, extract, assemble, reproduce, incorporate, create derivative works of, modify, adapt, improve, enhance, develop, service or repair, including in the case of installation, integration, assembly, service or repair, the right to have a subcontractor of any tier carry out any of these activities on behalf of the Parties in their capacity as a licensee hereunder.
"使用"系指制造、让他人制造、使用(包括过程中,例如在产品设计、制造、测试或

组装过程中的使用或其研究或开发过程中的使用)、保存、安装、集成、提取、组装、复制、吸收、创造派生作品、修改、改编、改进、增强、开发、服务或维修,包括在安装、集成、组装、服务或维修的情况下,由任何级别的分包商以双方被许可方的身份代表双方执行上述任何活动的权利。

2.23 The right to "have made" is the right of a Party in its capacity as a licensee hereunder, as applicable, to have another person (or their subcontractor of any tier) make for that Party and does not include the right to grant sublicenses to another person to make for such person's own use or use other than for that Party.

"让他人制造"是指一方以其作为本协议项下被许可方的身份,让另一人(或其任何级别的分包商)为该方制造的权利,但不包括再许可给另一人以使该人自己使用或为该

方之外的人使用的权利。

3. PROVISION OF SERVICES 提供服务

- 3.1 Service Specification. The Parties have agreed upon the scope and specification of the Services provided under this Service Agreement in the Service Specification.
 服务规范。双方在服务规范中就本服务协议项下提供的服务的范围和规范达成一致。
- 3.2 Service Recipients. For the avoidance of doubt, Purchaser shall be the only entity that is entitled to receive and use the Services under this Service Agreement.
 服务接受方。为避免疑问,买方是唯一有权接受和使用本服务协议项下的服务的实体。
- 3.3 Subcontractors. The Parties acknowledge that Service Provider may use its Affiliates and/or subcontractors to perform the Services under this Service Agreement, provided that Service Provider informs Purchaser thereof. Service Provider shall however remain responsible for the performance, and any omission to perform or comply with the provisions of this Service Agreement, by any Affiliate to Service Provider and/or any subcontractor to the same extent as if such performance or omittance was made by Service Provider itself. Service Provider shall also remain Purchaser's sole point of contact unless otherwise agreed.

分包商。双方承认, 服务提供方可以使用其关联公司和/或分包商履行本服务协议项

下的服务,前提是服务提供方将该等情况通知买方。然而,服务提供方仍应对服务提

供方的任何关联公司和/或任何分包商履行或不履行本服务协议项下规定的行为负

责,如同该等履行或不履行是由服务提供方自己作出的一样。除非另有约定,服务提供方仍是买方的唯一联系人。

3.4 Relationship between the Parties. The Parties are acting as independent contractors when performing each Party's respective obligations under the Service Agreement. Neither Party nor its Affiliates are agents for the other Party or its Affiliates and have no authority to represent them in relation to any matters. Nothing in these General Terms or the Service Agreement shall be construed as to constitute a partnership or joint venture between the Parties.

双方之间的关系。双方以独立缔约方的身份履行各自在本服务协议项下的义务。任何 一方或其关联公司均不是另一方或其关联公司的代理人,且无权代表另一方或其关联 公司处理任何事宜。本一般条款或本服务协议中的任何内容均不应被解释为构成协议 方之间的合伙或合资关系。

4. SERVICE REQUIREMENTS 服务要求

- 4.1 All Services shall be performed in accordance with the requirements set forth in this Service Agreement, including the Service Specification, and otherwise in a professional manner. 所有服务均应根据本服务协议中规定的要求(包括服务规范)以专业的方式履行。
- 4.2 When providing the Services, Service Provider shall use professional and skilled personnel, reasonably experienced for the Services to be performed, Service Provider shall work according to the same standard of care and professionalism that is done in Service Provider's internal business and development projects. Such standard of care and professionalism, shall however at all times correspond to Industry Standard. For the avoidance of doubt, Service Provider is responsible for all necessary recruiting and hiring costs associated with employing appropriate personnel as well as all necessary training costs.

在提供服务时, 服务提供方应使用具有合理经验的专业且技能熟练的人员履行服务。

服务提供方应按照服务提供方内部业务和发展项目中相同的谨慎和专业标准开展工

作。该谨慎和专业标准在任何时候均应符合行业标准。为避免疑问, 服务提供方应负

责与雇佣合适的员工相关的所有必要的招聘和雇用费用以及所有必要的培训费用。

4.3 In the event the Services or any part thereof, more than insignificantly deviate from the requirements set forth in the Service Specification, or if Service Provider otherwise does not meet or ceases to meet the requirements set forth in this Service Agreement (except for minor faults and defects, which do not affect the provision of the Services), Service Provider shall remedy such incompliance, fault or defect as soon as reasonably possible.

如果服务或其任何部分对服务规范要求的偏离达到不可忽视的程度,或如果服务提供

方以其他方式不能满足或不再满足本服务协议中的要求(不影响服务提供的轻微过错

和缺陷除外),服务提供方应合理尽快纠正该等不合规、过错或缺陷。

4.4 In the event Service Provider fails to act in accordance with Section 4.3 above, such failure shall be escalated in accordance with the escalation principles set forth in Section 17.1 and eventually give Purchaser the right to terminate the Service Agreement in accordance with Section 14.4.

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如果服务提供方未能根据上述第 4.3 条采取行动, 该等失误应根据第 17.1 条规定的逐步上报原则逐步上报, 并最终给予买方根据第 14.4 条终止本服务协议的权利。

4.5 Purchaser shall provide Service Provider with instructions as reasonably required for Service Provider to be able to carry out the Services. Service Provider must continuously inform Purchaser of any needs of additional instructions or specifications required to perform the Services.

买方应向服务提供方提供使其能够履行服务所合理要求的指示。服务提供方应持续通 知买方履行服务所需的额外指示或说明。

5. INTELLECTUAL PROPERTY RIGHTS 知识产权

- 5.1 Ownership of existing Intellectual Property Rights. 现有知识产权的所有权。
 - 5.1.1 Each Party remains the sole and exclusive owner of its Background IP. 每一方均为其背景知识产权的唯一和排他的所有权人。
- 5.2 Nothing in this Agreement shall be deemed to constitute an assignment of, or license to use, any Trademarks of the other Party 本协议中的任何内容均不应被视为构成对另一方任何商标的转让或许可使用。
- 5.3 Ownership of results. In the event any Results are created as a result of the Services provided by Service Provider (or if applicable, any of its appointed Affiliates or subcontractors) under this Service Agreement, the Parties agree that Purchaser shall be the exclusive owner of such Results, including all modifications, amendments and developments thereof. Hence, all Results shall automatically upon their creation stay with Purchaser. Purchaser shall further have the right to transfer, sublicense, modify and otherwise freely dispose of the Results. 成果的所有权。如果任何成果系由服务提供方(或如适用,其任何指定的关联公司或

分包商)在本服务协议项下提供的服务产生,双方同意买方应为该等成果(包括对其 进行的所有修改、修订和开发)的唯一所有权人。因此,所有成果应自产生之日起自 动留存于买方。买方还应有权转让、再许可、修改和以其他方式自由处置成果。

5.4 License grant.

许可授予

5.4.1 Upon creation of the Results, Service Provider shall at the same time automatically be granted a non-exclusive, irrevocable, perpetual (however at least fifty (50) years long (however, in no event shall such time exceed the validity period of any IP or Background IP included in the license described hereunder)), non-assignable (however assignable to Service Provider's Affiliates), worldwide license to Use, in whole or in part, the Results and, if applicable, any Background IP embedded in or otherwise used in the development of the Results.

成果一经产生, 服务提供方应同时被自动授予一项非排他的、不可撤销的、永久的 (至少五十(50)年,但在任何情况下,该等时间不得超过本协议所述许可中包含 的任何知识产权或背景知识产权的有效期)、不可转让的(但可转让给服务提供方

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的关联公司)全球范围内的许可,使其可以全部或部分使用成果及任何嵌入或以其 他方式用于成果开发的背景知识产权(如适用)。

5.5 Notwithstanding anything to the contrary in this Service Agreement, nothing in these General Terms or otherwise in the Service Agreement shall be construed as to give the other Party any rights, including but not limited to any license rights (express or implied), to any Background IP, except as expressly stated herein.

即使本服务协议中有任何相反的规定,本一般条款或本服务协议中的任何其他规定均 不应被解释为授予另一方对任何背景知识产权的任何权利,包括但不限于任何(明示

的或默示的)许可权,但本服务协议明确规定的除外。

5.6 Unless otherwise agreed by the Parties in writing, It is especially noted that this Service Agreement does not include any right to use the Polestar brand name or Trademarks, or refer to Polestar in communications or official documents of whatever kind. This means that this Service Agreement does not include any rights to directly or indirectly use the Polestar brand name or Polestar Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence.

除非双方另行书面同意,本服务协议不包括使用极星品牌名称或商标的任何权利,或

在任何形式的通讯或官方文件中提及极星的任何权利。这意味着本服务协议不包括在

任何产品上或在营销、促销和/或销售该等产品时或在与第三方的任何其他联系中

(例如演示文稿、名片和通信)直接或间接使用极星品牌名称或极星商标的任何权 利。

6. SERVICE CHARGES 服务费用

6.1 In consideration of Service Provider's performance of the Services under this Service Agreement, Purchaser agrees to pay to Service Provider the Service Charges as set forth or referenced to in the Main Document.

作为服务提供方履行本服务协议项下服务的对价,买方同意向服务提供方支付主要文 件中却完武提及的服务费

7. PAYMENT TERMS 支付条款

- 7.1 The Service Charges shall be paid in the currency set forth in the Main Document, in a timely manner and in accordance with the payment terms set forth in this Section 7. 服务费应以主要文件中规定的货币并根据本第7条中规定的支付条款及时支付。
- 7.2 Purchaser shall bear the VAT and surtaxes, , which are applicable in accordance with local legislation to amounts and payments referred to in this Service Agreement. 买方应承担增值税和附加税,前提是上述税项根据当地法律适用于本服务协议中提及的款项和付款。

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- 7.3 Upon tax authority request, Service Provider should provide the supporting documents to help Purchaser prove the arm's length nature of the payment.
 经税务机关要求,服务提供方应提供相关证明文件,以协助买方证明支付的公平交易 性质。
- 7.4 Any amount of the Service Charges invoiced by Service Provider to Purchaser shall be paid by Purchaser within "[***]" days after the invoice date. 买方应在发票日期后"[***]"天内支付服务提供方向买方开具的服务费发票金额。
- 7.5 Payment made later than the due date will automatically be subject to interest for late
 - payments for each day it is not paid and the interest shall be "[***]", depending on invoice and currency, with an addition of "[***]"per annum.

迟于到期日支付的款项将自动支付逾期付款利息,利息应以"[***]"为基础,根据发 票和币种,加上每年"[***]"的利息。

7.6 Any paid portion of the Service Charges is non-refundable, with the exception set forth in the Main Document.

除主要文件中另有规定外, 服务费的任何已付部分均不退还。

8. AUDIT

审计

8.1 During the term of the Service Agreement, Purchaser shall have the right to, upon reasonable notice in writing to Service Provider, inspect Service Provider's books and records related to the Services and the premises where the Services are performed, in order to conduct quality controls and otherwise verify the statements rendered under this Service Agreement.

在本服务协议的期限内,买方应有权在向服务提供方发出合理书面通知的情况下,检

查服务提供方与服务及履行服务的场所相关的账簿和记录,以便进行质量控制和核实 本服务协议项下提供的报表。

8.2 Audits shall be made during regular business hours and be conducted by Purchaser or by an independent auditor appointed by Purchaser. Should Purchaser during any inspection find that Service Provider or the Services does/do not fulfil the requirements set forth herein, Purchaser is entitled to comment on the identified deviations. Service Provider shall, upon notice from Purchaser, take reasonable efforts to take the actions required in order to fulfil the requirements. In the event the Parties cannot agree upon measures to be taken in respect of the audit, each Party shall be entitled to escalate such issue to the Steering Committee. 审计应在正常工作时间内由买方或其聘请的独立审计师进行。如果买方在任何检查中发现服务提供方或服务不符合本协议规定的要求,买方有权对所发现的偏差提出意

见。服务提供方应在收到买方通知后,采取合理的努力采取必要的措施以满足要求。

如果双方不能就应采取的审计措施达成一致,任何一方有权将该问题提交给指导委员会。

9. REPRESENTATIONS 陈述

9.1 Each Party warrants and represents to the other Party that:

每一方向另一方陈述并保证如下:

(a) it is duly organized, validly existing, and in good standing under the laws of its respective jurisdiction of incorporation or formation, as applicable;
 根据其各自的注册或成立的司法管辖区的法律,其是合法成立、有效存续且具

有良好的信誉的;

- (b) it has full corporate power and authority to execute and deliver this Service Agreement and to perform its obligations hereunder; 其具有完全的公司权力和权限来签署和交付本服务协议,并履行其在本服务协议 议项下的义务:
- (c) the execution, delivery and performance of this Service Agreement have been duly authorized and approved, with such authorization and approval in full force and effect, and do not and will not (i) violate any laws or regulations applicable to it or (ii) violate its organization documents or any agreement to which it is a party; and 本服务协议的签署、交付和履行已获得充分的授权和批准, 且该授权和批准具

有完全的效力,目前和将来均不会(i)违反任何适用于其的法律或法规或

(ii) 违反其组织文件或其作为一方的任何协议; 以及

(d) this Service Agreement is a legal and binding obligation of it, enforceable against it in accordance with its terms.

本服务协议是其合法的、具有约束力的义务,根据其条款对其具有强制执行力。

10. SERVICE WARRANTY 服务保证

10.1 When performing the Services, Service Provider shall provide professional and skilled personnel, reasonably experienced for the Services to be performed at the best of their knowledge.

在提供服务时,服务提供方应尽其所知提供服务所需的专业和熟练的人员,且具有合理的经验。

10.2 Service Provider provides the Services "as is". Service Provider does neither warrant nor represent that any Services, provided or delivered to Purchaser hereunder are functional for the business needs of Purchaser or otherwise suitable for any specific purpose, nor that the Services, are not infringing any Intellectual Property of any third party. Service Provider does neither give any representations or warranties as regards the merchantability of the deliverables to be delivered hereunder nor any other representations or warranties of any kind whatsoever concerning the Services. Purchaser acknowledges that the price of the Services to be performed and other deliverables to be delivered by Service Provider are set in consideration of the foregoing.

服务提供方按"现状"提供服务。服务提供方不保证或声明在本协议项下向买方提供或 交付的任何服务满足买方的业务需求或适用于任何特定目的,且该等服务未侵犯任何 第三方的任何知识产权。服务提供方不就本协议项下交付的交付物的适销性作出任何 陈述或保证,也不就服务作出任何种类的其他陈述或保证。买方承认服务提供方履行 的服务和交付的其他交付物的价格是考虑上述因素而确定的。

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10.3 Service Provider shall after receipt of notice of a claim related to Purchaser's use of the Services notify Purchaser of such claim in writing and Purchaser shall following receipt of such notice, to the extent permitted under applicable law, at its own cost conduct negotiations with the third party presenting the claim and/or intervene in any suit or action. Purchaser shall at all times keep Service Provider informed of the status and progress of the claim and consult with Service Provider on appropriate actions to take. If Purchaser fails to or chooses not to take actions to defend Service Provider shall be entitled to assume control over the defence against such claim and/ or over any settlement negotiation at Purchaser's cost. Any settlement proposed by Purchaser on its own account must take account of potential implications for Service Provider ad shall therefore be agreed with Service Provider before settlement. Each Party will at no cost furnish to the other Party all data, records, and assistance within that Party's control that are of importance in order to properly defend against a claim.

服务提供方在收到与买方使用服务相关的索赔通知后,应以书面形式通知买方该等索

赔。买方在收到该等通知后,在适用法律允许的范围内,应自费与提出索赔的第三方 进行协商和/或参与任何诉讼或诉讼。买方应随时通知服务提供方索赔的状况和进 展,并与服务提供方协商采取适当的行动。如果买方在合理时间内未能或选择不采取 行动为服务提供方辩护,或在任何时间停止作出该等努力,服务提供方有权在买方承 担费用的情况下控制对该等索赔的辩护和/或任何和解协商。任何由买方提议的自行 和解必须考虑对服务提供方的潜在影响,因此应在和解前与服务提供方达成一致。任 何一方应免费向另一方提供所有在其控制范围内且对索赔进行适当辩护的重要资料、 记录和协助。

11. LIMITATION OF LIABILITY 责任限制

- 11.1 Neither Party shall be responsible for any indirect, incidental or consequential damage or any losses of production or profit caused by it under this Service Agreement. 任何一方均不对其在本服务协议项下造成的任何间接、附带或后果性损害或任何生产 或利润损失负责。
- 11.2 "[***]".

"[***]"。

- 11.3 The limitations of liability set forth in this Section 11 shall not apply in respect of: 本第 11 条中规定的责任限制不适用于以下事项:
 - (a) claims related to death or bodily injury;
 与死亡或人身伤害有关的索赔;
 - (b) damage caused by wilful misconduct or gross negligence;
 故意不当行为或重大过失导致的损害;
 - (c) damage caused by a Party's breach of the confidentiality undertakings in Section 13 below; or

一方违反以下第13条中的保密承诺导致的损害;或

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(d) damage arising out of an infringement, or alleged infringement, of the other Party's or any third party's Intellectual Property.

因对另一方或任何第三方的知识产权的侵犯或声称的侵犯而导致的损害。

12. GOVERNANCE AND CHANGES 治理和变更

12.1 Governance.

治理

12.1.1 The Parties shall act in good faith in all matters and shall at all times co-operate in respect of changes to this Service Agreement as well as issues and/or disputes arising under this Service Agreement.

双方应在所有事宜上善意行事,并应始终就本服务协议的变更以及本服务协议项下 产生的问题和/或争议进行合作。

12.1.2 The governance and co-operation between the Parties in respect of this Service Agreement shall primarily be administered on an operational level. In the event the Parties on an operational level cannot agree upon inter alia the prioritisation of development activities or other aspects relating to the co-operation between the Parties, each Party shall be entitled to escalate such issue to the Steering Committee.

双方就本服务协议的治理和合作应主要在运营层面进行。如果双方在运营层面上未

能就开发活动的优先次序或双方合作的其他方面达成一致,任何一方应有权将该等 问题提交给指导委员会。

12.1.3 If the Steering Committee fails to agree upon a solution of the disagreement the relevant issue should be escalated to the Strategic Board for decision.

如果指导委员会未能就分歧的解决方案达成一致,相关问题应提交给战略委员会作 出决定。

12.2 Changes

变更

Service Specification, which shall be handled in accordance with the governance procedure set forth in Section 12.1 above. Both Parties agree to act in good faith to address and respond to any change request within a reasonable period of time.

在本服务协议的期限内, 买方可以要求对服务规范进行变更, 该等变更应根据上述

第 12.1 条中规定的治理程序进行处理。双方同意善意行事,在合理期限内处理并

回复任何变更请求。

12.2.2 The Parties acknowledge that Service Provider will not perform in accordance with such change request until agreed in writing between the Parties. For the avoidance of any doubt, until there is agreement about the requested change, all work shall continue in accordance with the existing Service Specification.

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双方确认,除非双方达成书面约定,服务提供方将不会按照该等变更请求执行。为 避免任何疑问,在双方就变更请求达成一致之前,所有工作应继续按照现有的服务 规范进行。

13. CONFIDENTIAL INFORMATION 保密信息

- 13.1 The Parties shall take any and all necessary measures to comply with the security and confidentiality procedures of the other Party. 双方应采取任何和所有必要的措施,以遵守另一方的安全和保密程序。
- 13.2 All Confidential Information shall only be used for the purposes comprised by the fulfilment of this Service Agreement. Each Party will keep in confidence any Confidential Information obtained in relation to this Service Agreement and will not divulge the same to any Third Party, unless the exceptions specifically set forth below in this Section 13.2 below apply, in order to obtain patent protection or when approved by the other Party in writing, and with the exception of their own officers, employees, consultants or sub-contractors with a need to know as to enable such personnel to perform their duties hereunder. This provision will not apply to Confidential Information which the Receiving Party can demonstrate:

所有保密信息应仅用于履行本服务协议所包含的目的。双方应对获得的与本服务协议 相关的任何保密信息保密,不得向任何第三方披露该等保密信息,除非本第 13.2 条 明确规定的例外情况适用,为了获得专利保护或获得另一方的书面批准,但该方自己 的管理人员、员工、顾问或分包商需要了解保密信息以履行其在本服务协议项下的职 责的情况除外。本条款将不适用于保密信息接收方能够证明的:

 (a) was in the public domain other than by breach of this undertaking, or by another confidentiality undertaking;

非因违反本承诺或其他保密承诺而进入公共领域的信息;

(b) was already in the possession of the Receiving Party before its receipt from the Disclosing Party;

接收方在从披露方收到该信息之前已经拥有的信息;

- (c) is obtained from a Third Party who is free to divulge the same;从可自由披露该信息的第三方处获得的信息;
- (d) is required to be disclosed by mandatory law, court order, lawful government action or applicable stock exchange regulations;
 强制性法律、法庭命令、合法的政府行为或适用的证券交易所规定要求披露的 信息;
- (e) is reasonably necessary for either Party to utilize its rights and use of its Intellectual Property Rights; or

任何一方合理地使用其知识产权权利和使用该信息;或

(f) is developed or created by one Party independently of the other, without any part thereof having been developed or created with assistance or information received from the other Party.

由一方独立于另一方开发或创建的信息,该信息的任何部分均未在另一方的协助或信息下开发或创建的信息。

13.3 The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as the Receiving Parts uses to protect its own Confidential Information of similar nature, to prevent the dissemination to Third Parties or publication of the Confidential Information. Further, each Party shall ensure that its employees and consultants are bound by a similar duty of confidentiality and that any subcontractors taking part in the fulfilment of that Party's obligations hereunder, enters into a confidentiality undertaking containing in essence similar provisions as those set forth in this Section 13.

接收方应以接收方保护其自身具有类似性质的保密信息所采取的相同程度的谨慎且不

低于合理程度的谨慎来保护已披露的保密信息,以防止向第三方传播或公开该保密信

息。此外,双方应确保其员工和顾问受到类似的保密义务的约束,并且确保参与履行

该方义务的任何分包商签署一份保密承诺,其中的条款实质上与本第 13 条中规定的 条款类似。

13.4 Any tangible materials that disclose or embody Confidential Information should be marked by the Disclosing Party as "Confidential," "Proprietary" or the substantial equivalent thereof. Confidential Information that is disclosed orally or visually shall be identified by the Disclosing Party as confidential at the time of disclosure, with subsequent confirmation in writing within 30 days after disclosure. However, the lack of marking or subsequent confirmation that the disclosed information shall be regarded as "Confidential", "Proprietary" or the substantial equivalent thereof does not disqualify the disclosed information from being classified as Confidential Information.

任何披露或体现保密信息的有形材料应由披露方标明"保密"、"专有"或实质上相同的

标记。以口头或视觉形式披露的保密信息应由披露方在披露时标明为保密信息,随后

在披露后 30 天内予以书面确认。但是,未标明或随后确认所披露的信息应被视为"保

密"、"专有"或实质上相同的标记并不使该信息丧失被列为保密信息的资格。

13.5 If any Party violates any of its obligations described in this Section 13, the violating Party shall, upon notification from the other Party, (i) immediately cease to proceed such harmful violation and take all actions needed to rectify said behaviour and (ii) financially compensate for the harm suffered as determined by an arbitral tribunal pursuant to Section 17.2 below. All legal remedies (compensatory but not punitive in nature) according to law shall apply.

如果任何一方违反其在本第13条中的任何义务,违约方应在收到另一方的通知后,

(i) 立即停止进行该有害的违约行为并采取所有必要的措施纠正该行为; 以及 (ii)

根据下文第17.2条的规定,对仲裁庭所确定的遭受的损害进行经济赔偿。所有依法

的法律救济(补偿性的但非惩罚性的)应适用。

13.6 For the avoidance of doubt, this Section 13 does not permit disclosure of source code to software, and/or any substantial parts of design documents to software, included in the Results, to any Third Party, notwithstanding what it set forth above in this Section 13. Any such disclosure to any Third Party is permitted only if approved in writing by Service Provider.

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为免歧义,本第13条不允许向任何第三方披露结果中包含的软件源代码和/或软件设 计文件的任何重要部分,尽管有本第13条的上述规定。只有在服务提供方书面批准 的情况下,才允许向任何第三方进行该等披露。

13.7 This confidentiality provision shall survive the expiration or termination of this Service Agreement without limitation in time.

本保密条款应在本服务协议到期或终止后继续有效,不受时间限制。

14. TERM AND TERMINATION 期限和终止

14.1 This Service Agreement shall become effective when the Main Document is signed by duly authorised signatories of each Partv and shall, unless terminated in accordance with this

Section 14 below, remain in force until the Services are completed. 本服务协议应在双方正式授权签字人签署主要文件之时生效,除非根据下文第 14 条 的规定终止,本服务协议应持续有效,直至服务完成。

14.2 Either Party shall be entitled to terminate this Service Agreement with immediate effect in the event:

在下列情况下,任何一方有权立即终止本服务协议:

(a) the other Party commits a material breach of the terms of this Service Agreement, which has not been remedied within 30 days from written notice from the other Party to remedy such breach (if capable of being remedied); or

另一方实质性违反本服务协议的条款,且在另一方发出书面通知要求补救该等 违约后的 30 天内未进行补救(如可以补救);或

(b) if the other Party should become insolvent or enter into negotiations on composition with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors.

如果另一方资不抵债,或与其债权人就和解进行谈判,或其提出破产申请,或 其为债权人的利益进行转让。

14.3 For avoidance of doubt, Purchaser not paying the Service Charges, without legitimate reasons for withholding payment, shall be considered in material breach for the purpose of this Service Agreement.

为避免疑问, 买方无合法理由拒绝支付服务费应被视为本服务协议项下的实质性违约。

15. MISCELLANEOUS 其他

15.1 Force majeure. 不可抗力

15.1.1 Neither Party shall be liable for any failure or delay in performing its obligations under the Service Agreement to the extent that such failure or delay is caused by a Force

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Majeure Event. A "Force Majeure Event" means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a Third Party's), failure of energy sources or transport network, restrictions concerning motive force, acts of God, war, terrorism, insurgencies and riots, civil commotion, mobilization or extensive call ups, interference by civil or military authorities, national or international calamity, currency restrictions, requisitions, confiscation, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, stroke of lightning, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default or delays of suppliers or subcontractors if such default or delay has been caused by a Force Majeure Event.

任何一方对因不可抗力事件导致的未履行或延迟履行本服务协议项下的义务不承担 任何责任。"不可抗力事件"是指任何一方无法合理控制的事件,其性质无法预见, 或即使可以预见也无法避免,包括罢工、停工或其他劳资纠纷(无论涉及其自己的 员工或第三方的员工)、能源或交通网络故障、原动力限制、天灾、战争、恐怖活 动、叛乱和暴动、动员或广泛召集、民事或军事当局的干涉、国家或国际灾难、货 币限制、征用、没收、武装冲突、恶意损害、工厂或机器故障、核、化学或生物污 染、音爆、爆炸、建筑结构倒塌、火灾、水灾、风暴、雷击、地震、海上损失、流 行病或类似事件、自然灾害或极端不利气候条件,或因不可抗力事件导致的供应商 或分包商的违约或延迟。

15.1.2 A non-performing Party, which claims there is a Force Majeure Event, and cannot perform its obligations under the Service Agreement as a consequence thereof, shall use all commercially reasonable efforts to continue to perform or to mitigate the impact of its non-performance notwithstanding the Force Majeure Event and shall continue the performance of its obligations as soon as the Force Majeure Event ceases to exist. 如果未履约方声称发生了不可抗力事件,并因此不能履行本服务协议项下的义务,

则尽管发生了不可抗力事件,仍应尽一切商业上合理的努力继续履行义务或减轻不

履行义务的影响,并应在不可抗力事件消失后立即继续履行义务。

15.2 Notices. All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Service Agreement must be in legible writing in the English language delivered by personal delivery, email transmission or prepaid overnight courier using an internationally recognized courier service and shall be effective upon receipt, which shall be deemed to have occurred:

通知。本服务协议中载明的,或以任何方式与本服务协议标的有关的,向任何一方发 出的所有通知、要求、请求和其他通讯必须以清晰可辨的方式以英文书写,通过专人 递送、电子邮件发送或使用国际认可的快递公司的预付隔夜快递服务,且该等通知在 送达时即生效,并应在下列情况下被视为已发生:

(a) in case of personal delivery, at the time and on the date of personal delivery;
 专人递送的,在专人递送的时间和日期视为已发生;

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(b) if sent by email transmission, at the time and date indicated on a response confirming such successful email transmission;

通过电子邮件发送的,在确认电子邮件成功发送的回复中显示的时间和日期视 为已发生;

(c) if delivered by courier, at the time and on the date of delivery as confirmed in the records of such courier service; or 通过快递服务发送的,在该快递服务记录中确认的发送时间和日期视为已发

生; 或

 (d) at such time and date as delivery by personal delivery or courier is refused by the addressee upon presentation;

通过专人递送或快递服务发送但显示被收件人拒收的时间和日期视为已发生;

15.2.1 in each case provided that if such receipt occurred on a non-business day, then notice shall be deemed to have been received on the next following business day; and provided further that where any notice, demand, request or other communication is provided by any party by email, such party shall also provide a copy of such notice, demand, request or other communication by using one of the other methods. All such notices, demands, requests and other communications shall be addressed to the address, and with the attention, as set forth in the Main Document, or to such other address, number or email address as a Party may designate.

在上述任何情况下,如果上述接收发生在非工作日,则通知应被视为在下一个工作

日送达;并且,如果任何一方通过电子邮件提供任何通知、要求、请求或其他通

讯,该方还应通过使用其他方式提供该通知、要求、请求或其他通讯的副本。所有 该等通知、要求、请求或其他通讯应发送至主要文件中载明的地址或收件人,或发

送至一方指定的其他地址、号码或电子邮件地址。

15.3 Assignment.

转让

15.3.1 Neither Party may, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under this Service Agreement without the other Party's prior written consent.

未经另一方事先书面同意,任何一方均不得全部或部分转让、质押或以其他方式处置其在本服务协议项下的权利和/或义务。

15.3.2 Notwithstanding the above, Service Provider may assign this Service Agreement to an Affiliate without the prior written consent of Purchaser.

尽管有上述规定, 服务提供方可以不经买方事先书面同意而将本服务协议转让给关

- 联公司。
- 15.4 Waiver. Neither Party shall be deprived of any right under this Service Agreement because of its failure to exercise any right under this Service Agreement or failure to notify the infringing party of a breach in connection with the Service Agreement. Notwithstanding the foregoing, rules on complaints and limitation periods shall apply.

弃权。任何一方均不得因未能行使本服务协议项下的任何权利或未能就与本服务协议 有关的违约通知侵权方而被剥夺其在本服务协议项下的任何权利。尽管有上述规定, 投诉和时效的规定应适用。

15.5 Severability. In the event any provision of this Service Agreement is wholly or partly invalid, the validity of the Service Agreement as a whole shall not be affected and the remaining provisions of the Service Agreement shall remain valid. To the extent that such invalidity materially affects a Party's benefit from, or performance under, the Service Agreement, it shall be reasonably amended.

可分割性。如果本服务协议的任何条款全部或部分无效,本服务协议作为一个整体的 有效性不应受到影响,本服务协议的其他条款应继续有效。如果该等无效实质性地影 响了一方从本服务协议项下的利益或履行本服务协议,则应对本服务协议进行合理修 订。

15.6 Entire agreement. All arrangements, commitments and undertakings in connection with the subject matter of this Service Agreement (whether written or oral) made before the date of this Service Agreement are superseded by this Service Agreement and its Appendices.

完整协议。在本服务协议签署日之前作出的与本服务协议标的有关的所有安排、承诺

和保证 (无论是书面的还是口头的) 均被本服务协议及其附件所取代。

15.7 Amendments. Any amendment or addition to this Service Agreement must be made in writing and signed by the Parties to be valid.

修订。对本服务协议的任何修订或补充必须以书面形式作出并由双方签署方能生效。

15.8 Survival.

存续

15.8.1 If this Service Agreement is terminated or expires pursuant to Section 13 above, Section 5.3 (License grant), Section 13 (Confidentiality), Section 16 (Governing Law), Section 17 (Dispute Resolution) as well as this Section 15.8, shall survive any termination or expiration and remain in force as between the Parties after such termination or expiration.

如果本服务协议根据上述第14条终止或到期,则第5.3条(许可授予)、第13条

(保密)、第16条(适用法律)、第17条(争议解决)以及本第15.8条应在本

服务协议终止或到期后继续有效,并在本服务协议终止或到期后对双方继续有效。

15.8.2 Notwithstanding Section 15.8.1 above, if this Service Agreement is terminated due to Purchaser not paying the Service Charges, without legitimate reasons for withholding payment, pursuant to Section 14 above, Section 5.3 (License Grant) shall not survive termination or remain in force as between the Parties after such termination. For the avoidance of doubt, what is stated in this Section 15.8.2 shall only apply in relation to such licenses granted to Purchaser pursuant to Section 5.3 above and any licenses granted to Service Provider under Section 5.3 shall thus nevertheless remain in force after such termination.

尽管有上述第 15.8.1 条的规定,如果本服务协议因买方未根据上述第 14 条支付服务费且无合理理由拒绝支付服务费而终止,则第 5.3 条(许可授予)应在本服务协

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议终止后不继续有效,并在本服务协议终止后对双方继续有效。为避免疑问,本第 15.8.2条的规定应仅适用于根据上述第 5.3条授予买方的许可,且根据第 5.3条授 予服务提供方的任何许可应在本服务协议终止后继续有效。

GOVERNING LAW 适用法律

16.1 This Service Agreement and all non-contractual obligations in connection with this Service Agreement shall be governed by the substantive laws of the People's Republic of China, if the Party that is providing the Services is incorporated under the laws of the People's Republic of China; without giving regard to its conflict of laws principles.

如果提供服务的一方根据中华人民共和国法律成立,则本服务协议以及与本服务协议

17. DISPUTE RESOLUTION 争议解决

- 17.1 Escalation principles. 上报原则
- 17.2 In case the Parties cannot agree on a joint solution for handling disagreements or disputes, a deadlock situation shall be deemed to have occurred and each Party shall notify the other Party hereof by the means of a deadlock notice and simultaneously send a copy of the notice to the Steering Committee. Upon the receipt of such a deadlock notice, the receiving Party shall within ten days of receipt, prepare and circulate to the other Party a statement setting out its position on the matter in dispute and reasons for adopting such position, and simultaneously send a copy of its statement to the Steering Committee. Each such statement shall be considered by the next regular meeting held by the Steering Committee or in a forum meeting specifically called upon by either Party for the settlement of the issue. 如果双方不能就处理分歧或争议的共同解决方案达成一致,则应视为出现僵局,任何

一方应通过僵局通知的方式告知本服务协议的另一方,并同时向指导委员会发送一份 该通知的复印件。收到僵局通知后,接收方应在十日内准备并向另一方发送一份陈 述,阐述其对争议事项的立场以及采取该立场的理由,并同时向指导委员会发送一份 该陈述的复印件。该等陈述应在指导委员会召开的下一次例会或由任何一方为解决争 议而专门召集的会议上进行审议。

17.3 The members of the Steering Committee shall use reasonable endeavours to resolve a deadlock situation in good faith. As part thereof, the Steering Committee may request the Parties to in good faith develop and agree on a plan to resolve or address the breach, to be presented for the Steering Committee without undue delay. If the Steering Committee agrees upon a resolution or disposition of the matter, the Parties shall agree in writing on terms of such resolution or disposition and the Parties shall procure that such resolution or disposition is fully and promptly carried into effect.

指导委员会成员应尽合理努力善意地解决僵局。其中,指导委员会可以要求双方善意 地制定并商定解决或处理违约的计划,并及时提交给指导委员会。如果指导委员会对

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该事项的解决或处理方式达成一致,双方应书面同意该解决或处理方式的条款,且双 方应促使该解决或处理方式完全并及时生效。

17.4 If Steering Committee cannot settle the deadlock within 30 days from the deadlock notice pursuant to the section above, despite using reasonable endeavours to do so, such deadlock will be referred to the Strategic Board for decision. Should the matter not have been resolved by the Strategic Board within 30 days counting from when the matter was referred to them, despite using reasonable endeavours to do so, the matter shall be resolved in accordance with Section 17.2 below.

如果在做出合理努力的情况下,指导委员会仍无法在收到上述僵局通知后的三十日内

解决僵局,则该僵局应提交战略委员会决定。如果在做出合理努力的情况下,该事项

在提交战略委员会后的三十日内仍未解决,则该事项应根据以下第 17.2 条予以解

- 决。
- 17.5 All notices and communications exchanged in the course of a deadlock resolution proceeding shall be considered Confidential Information of each Party and be subject to the confidentiality undertaking in Section 13 above.

在僵局解决程序过程中交换的所有通知和通讯应被视为各方的保密信息,并受以上第

13条保密承诺的约束。

17.6 Notwithstanding the above, the Parties agree that either Party may disregard the time frames set forth in this Section 17.1 and apply shorter time frames and/or escalate an issue directly to the Strategic Board in the event the escalated issue is of an urgent character and where the applicable time frames set out above are not appropriate.

尽管有上述规定,双方同意,如果任何一方提出的问题具有紧迫性,且上述规定的适用期限不合适,则该方可无视第17.1条规定的期限并适用更短的期限和/或直接向战略委员会提出该问题。

17.7 Arbitration.

仲裁

17.7.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach termination or invalidity thereof shall:

品。Group, Annualion of annually and constants. 因本协议或其违约、终止或无效而产生的或与本协议有关的任何争议、纠纷或主 张应:

17.7.2 if the Party that is providing the Services is incorporated under the laws of the People's Republic of China, be submitted to China International Economic and Trade Arbitration Committee ("CIETAC") for arbitration, which shall be held in Shanghai and conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration, whereas the language to be used in the arbitral proceedings shall be English and Chinese; and

如果提供服务的一方根据中华人民共和国法律成立,则应提交中国国际经济贸易 仲裁委员会("贸仲委")进行仲裁,该仲裁应在上海进行并根据申请仲裁时有效 的贸仲委仲裁规则进行仲裁,但仲裁程序中使用的语言应为英文和中文;且

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17.7.3 Irrespective of any discussions or disputes between the Parties, each Party shall always continue to fulfil its undertakings under this Agreement unless an arbitral tribunal or court (as the case may be) decides otherwise.

无论双方之间存在何种讨论或争议,除非仲裁庭或法院(视情况而定)另有决定

- ,否则每一方应始终继续履行其在本协议项下的承诺。
- 17.7.4 In any arbitration proceeding, any legal proceeding to enforce any arbitration award, or any other legal proceedings between the Parties relating to this Agreement, each Party expressly waives the defence of sovereign immunity and any other defence based on the fact or allegation that it is an agency or instrumentality of a sovereign state. Such waiver includes a waiver of any defence of sovereign immunity in respect of enforcement of arbitral awards and/or sovereign immunity from execution over any of its assets. 在与本协议有关的双方之间的任何仲裁程序中,在为执行仲裁裁决而进行的任何 法律程序中,或在与本协议有关的双方之间的任何中裁程序中,任何一方明 确放弃以主权豁免权为理由的辩护,并放弃以其是主权国的机构或部门的事实或 主张为理由的任何其他辩护。该等放弃包括放弃以主权豁免权为理由的任何关于 执行仲裁裁决的辩护和/或放弃对其任何资产执行的主权豁免权。
- 17.7.5 All arbitral proceedings as well as any and all information, documentation and materials in any form disclosed in the proceedings shall be strictly confidential. 对一切仲裁程序及程序中以任何形式披露的任何及全部信息、文件及资料均应严 格保密。

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

[***] PROTOTYPE SALE AGREEMENT MAIN DOCUMENT

This **PROTOTYPE SALE AGREEMENT** (this "Agreement") is entered into on the date indicated below and made between:

Polestar Automotive China Distribution Co., Ltd, Reg. No. 91510112MA6D05KT88, a corporation organized and existing under the laws of People's Republic of China (the "Seller"); and

Ningbo Geely Automotive Research and Development CO., LTD., Reg. No. 91330201066600025F a corporation organized and existing under the laws of People's Republic of China (the "Buyer").

BACKGROUND

- A. The Seller is a company within the Polestar Group engaged in sales and distribution of Polestar branded vehicles and components, spare parts and accessories thereto.
- B. The Buyer is a company within the Lotus Group engaged in the product development, design, manufacturing, sales and distribution of Lotus branded vehicles.
- C. The Polestar Group is developing [***](hereinafter referred to as the "Electric Drive Unit"). The Electric Drive Unit will be used by Buyer in Lotus branded vehicles. Thus, Buyer wishes to buy prototypes of the Electric Drive Unit for use in its car development activities. The Seller has agreed to sell and supply such prototypes to the Buyer and the Buyer has agreed to buy such prototypes on the terms set out in this Agreement.
- D. In light of the foregoing, the Parties have agreed to execute this Agreement.

AGREEMENT

1. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings assigned to them below. All capitalized terms in singular in the list of definitions shall have the same meaning in plural and *vice versa*.

"Agreement" means the Main Document including all of its Appendices and their Schedules as amended from time to time.

"Affiliate" means any other legal entity that, directly or indirectly, is controlled by or is under common control with Polestar Automotive China Distribution Co., Ltd or Ningbo Geely Automotive Research and Development CO., LTD. and control means the possession, directly or indirectly, by agreement or otherwise, of (i) at least 50% of the voting stock, partnership interest or other ownership interest, or (ii) the power (a) to appoint or remove a majority of the board of directors or other governing body of an entity, or (b) to cause the direction of the management of an entity.

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"Appendix" means an appendix to this Agreement.

"Background IP" means the Intellectual Property Rights either:

- (a) owned by either of the Parties;
- (b) created, developed or invented by directors, managers, employees or consultants of either of the Parties;
- (c) to which the Party has licensed rights instead of ownership and the right to grant a sublicense

prior to the execution of this Agreement, and any Intellectual Property Rights developed or otherwise acquired independently of this Agreement.

"**Components**" means the prototypes of the Electric Drive Unit as further listed in Appendix 1 to this Agreement.

"Confidential Information" means any and all non-public information regarding the Parties and their respective businesses, whether commercial or technical, in whatever form or media, including but not limited to the existence, content and subject matter of this Agreement, information relating to Intellectual Property Rights, concepts, technologies, processes, commercial figures, techniques, algorithms, formulas, methodologies, knowhow, strategic plans and budgets, investments, customers and sales, designs, graphics, CAD models, CAE data, statement of works (including engineering statement of works and any high level specification), targets, test plans/reports, technical performance data and engineering sign-off documents and other information of a sensitive nature, that a Party learns from or about the other Party prior to or after the execution of this Agreement.

"Disclosing Party" means the Party disclosing Confidential Information to the Receiving Party.

"Force Majeure Event" shall have the meaning set out in Section 13.1.

"Industry Standard" means the exercise of such professionalism, skill, diligence, prudence and foresight that would normally be expected at any given time from a skilled and experienced actor engaged in a similar type of undertaking as under this Agreement.

"Intellectual Property Rights" or "IP" means Patents, Non-patented IP, rights in Confidential Information and Know-How to the extent protected under applicable laws anywhere in the world. For the avoidance of doubt, Trademarks are not comprised by this definition.

"Know-How" means confidential and proprietary industrial, technical and commercial information and techniques in any form including (without limitation) drawings, formulae, test results, reports, project reports and testing procedures, instruction and training manuals, tables of operating conditions, specifications, component lists, market forecasts, lists and particulars of customers and suppliers.

"Manufacturing Partner" means Ningbo Geely Royal Engine Parts Co., Ltd ("GPRI")

"Non-patented IP" means copyrights (including rights in computer software), database rights, semiconductor topography rights, rights in designs, and other intellectual property

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rights (other than Trademarks and Patents) and all rights or forms of protection having equivalent or similar effect anywhere in the world, in each case whether registered or unregistered, and registered includes registrations, applications for registration and renewals whether made before, on or after execution of this Agreement.

"Patent" means any patent, patent application, or utility model, whether filed before, on or after execution of this Agreement, along with any continuation, continuation-in-part, divisional, re-examined or re-issued patent, foreign counterpart or renewal or extension of any of the foregoing.

"Price" means the price payable for the Prototypes as set forth or referenced to in Appendix 1.

"Purchase Order" means an electronic or physical purchase order issued by Buyer to the Seller regarding the Components.

"Receiving Party" means the Party receiving Confidential Information from the Disclosing Party.

"Steering Committee" means [***] program steering meeting, Polestar – Lotus collaboration chaired by the head of R&D of each Party.

"Strategic Board" means executive meeting between CEO, CFO and Head of R&D of each Party.

"Technical Specification" means the specification of the Components as set forth in Appendix 1 with the technical status of the [***] technology which is available in the project at the time of the order of the Components.

"Third Party" means a party other than any of the Parties and/or an Affiliate of one of the Parties to this Agreement.

"Trademarks" means trademarks (including part numbers that are trademarks), service marks, logos, trade names, business names, assumed names, trade dress and get-up, and domain names, in each case whether registered or unregistered, including all applications, registrations, renewals and the like, in each case to the extent they constitute rights that are enforceable against Third Parties.

2. EFFECTIVE DATE AND VALIDITY

2.1 This Agreement shall be effective as of 1 May 2022, (the "Effective date") and thus codifies the terms and conditions under which the Parties have acted from that date and shall remain in force until terminated in accordance with Section 12 below.

3. COMPONENT SUPPLY

3.1 The Parties have agreed that the Seller shall supply the Components listed in <u>Appendix 1</u> to the Buyer under this Agreement.

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- 3.2 When desiring to purchase Components under this Agreement, the Buyer will issue a request to the Seller that will investigate the delivery possibilities and provide a quote. If the Buyer agree to the quote the Buyer shall issue a Purchase Order and submit it to the Seller upon which the Parties will have a binding commitment to purchase and supply the Components covered by the Purchase Order.
- 3.3 The Buyer may cancel a Purchase Order in whole or in part. In this event the Buyer shall reimburse the Seller for any actual costs and expenses incurred by the Seller due to the Buyer's cancellation and which the Seller is unable to mitigate. The Seller shall produce reasonable documentation on the incurred costs and expenses for which the Seller claims reimbursement.
- 3.4 Subject to a written agreement, the Parties may decide to add additional Components to this Agreement which will then become subject to the terms and conditions of this Agreement.

4. DELIVERY, LOGISTICS, TITLE AND RISK

- 4.1 The Seller will procure that its Manufacturing Partner delivers the Components on the dates agreed with the Buyer in the confirmed Purchase Order.
- 4.2 The Components shall, unless otherwise agreed between the Parties in writing, be delivered to the Buyer in a deliverable condition Free Carrier 'FCA' (Incoterms 2020) at a delivery compound at manufacturing Partner.
- 4.3 Title and risk of loss or damage with respect to each Component passes to the Buyer when the Seller has delivered the Component to the Buyer in accordance with this Section 4, without prejudice to the Buyer's right to reject Components under Section 5.
- 4.4 If the Seller discovers that its Manufacturing Partner will not be able to deliver the Prototypes at the agreed time or if delay seems likely, the Seller shall immediately notify the Buyer thereof in writing, stating the reasons for the delay and, if possible, the time when delivery can be expected.

5. PRICE AND PAYMENT TERMS

5.1 The Prices and payment terms for the Components purchased under this Agreement is set forth in, or determined as set forth in, Appendix 1.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Ownership of existing Intellectual Property Rights.

- 6.1.1 Each Party remains the sole and exclusive owner of its Background IP.
- 6.1.2 Nothing in this Agreement shall be deemed to constitute an assignment of, or license to use, any Trademarks of the other Party.
- 6.1.3 Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be construed as to give the other Party any rights, including but not limited to any license rights (express or implied), to any Background IP, except as expressly stated herein.

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6.2 Use of brand name.

- 6.2.1 For the sake of clarity, it is especially noted that this Agreement does not include any right to use the "Polestar" brand name, or Trademarks, or refer to "Polestar" in communications or official documents of whatever kind. This means that this Agreement does not include any rights to directly or indirectly use the "Polestar" brand name or "Polestar" Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence.
- 6.2.2 Correspondingly, it is especially noted that this Agreement does not include any right to use the "Lotus" brand name or Trademarks, or refer to "Lotus" in communications or official documents of whatever kind. This means that this Agreement does not include any rights to directly or indirectly use the "Lotus" brand name or "Lotus" Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, *e.g.* in presentations, business cards and correspondence.

7. REPRESENTATIONS

- 7.1 Each Party warrants and represents to the other Party that:
 - (a) it is duly organized, validly existing, and in good standing under the laws of its respective jurisdiction of incorporation or formation, as applicable;
 - (b) it has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
 - (c) the execution, delivery and performance of this Agreement have been duly authorized and approved, with such authorization and approval in full force and effect, and do not and will not (i) violate any laws or regulations applicable to it or (ii) violate its organization documents or any agreement to which it is a party; and
 - (d) this Agreement is a legal and binding obligation of it, enforceable against it in accordance with its terms.

8. WARRANTY

8.1 The Seller supply the Components "as is". Seller does neither warrant nor represent that the Components, provided or delivered to Buyer hereunder are functional for the business needs of Buyer or otherwise suitable for any specific purpose. Seller does neither give any representations or warranties as regards the merchantability of the deliverables to be delivered hereunder nor any other representations or warranties of any kind whatsoever concerning the Components. Buyer acknowledges that the price of the Components to be supplied by Seller are set in consideration of the foregoing.

9. LIMITATION OF LIABILITY

- 9.1 Neither Party shall be responsible for any indirect, incidental or consequential damage or any losses of production or profit caused by it under this Agreement.
- 9.2 Each Party's aggregate liability for any direct damage arising out of or in connection with this Agreement shall be limited to [***] of the total Price payable by Buyer to Seller hereunder.

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- 9.3 The limitations of liability set forth in this Section 9 shall not apply in respect of:
 - (a) claims related to death or bodily injury;
 - (b) damage caused by wilful misconduct or gross negligence;
 - (c) damage caused by a Party's breach of the confidentiality undertakings in Section 11 below; or
 - (d) Damage arising out of an infringement, or alleged infringement, of the other Party's or any Third Party's Intellectual Property.

10.1 Governance.

- 10.1.1 The Parties shall act in good faith in all matters and shall at all times co-operate in respect of changes to this Agreement as well as issues and/or disputes arising under this Agreement.
- 10.1.2 The governance and co-operation between the Parties in respect of this Agreement shall primarily be administered on an operational level. In the event the Parties on an operational level cannot agree upon *inter alia* the prioritisation of development activities or other aspects relating to the co-operation between the Parties, each Party shall be entitled to escalate such issue to the Steering Committee.
- 10.1.3 If the Steering Committee fails to agree upon a solution of the disagreement the relevant issue should be escalated to the Strategic Board for decision.

10.2 Changes.

- 10.2.1 During the term of this Agreement, Buyer can request changes to the Technical Specification, which shall be handled in accordance with the governance procedure set forth in Section 10.1 above. Both Parties agree to act in good faith to address and respond to any change request within a reasonable period of time.
- 10.2.2 The Parties acknowledge that Seller will not perform in accordance with such change request until agreed in writing between the Parties. For the avoidance of any doubt, until there is agreement about the requested change, all work shall continue in accordance with the existing Technical Specification.

11. CONFIDENTIAL INFORMATION

- 11.1 The Parties shall take any and all necessary measures to comply with the security and confidentiality procedures of the other Party.
- 11.2 All Confidential Information shall only be used for the purposes comprised by the fulfilment of this Agreement. Each Party will keep in confidence any Confidential Information obtained in relation to this Agreement and will not divulge the same to any Third Party, unless the exceptions specifically set forth below in this Section 11.2 below apply, in order to obtain patent protection or when approved by the other Party in writing, and with the exception of their own officers, employees, consultants or sub-contractors with a need to know as to

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enable such personnel to perform their duties hereunder. This provision will not apply to Confidential Information which the Receiving Party can demonstrate:

- (a) was in the public domain other than by breach of this undertaking, or by another confidentiality undertaking;
- (b) was already in the possession of the Receiving Party before its receipt from the Disclosing Party;
- (c) is obtained from a Third Party who is free to divulge the same;
- (d) is required to be disclosed by mandatory law, court order, lawful government action or applicable stock exchange regulations;
- (e) is reasonably necessary for either Party to utilize its rights and use of its Intellectual Property Rights; or
- (f) is developed or created by one Party independently of the other, without any part thereof having been developed or created with assistance or information received from the other Party.
- 11.3 The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as the Receiving Parts uses to protect its own Confidential Information of similar nature, to prevent the dissemination to Third Parties or publication of the Confidential Information. Further, each Party shall ensure that its employees and consultants are bound by a similar duty of confidentiality and that any subcontractors taking part in the fulfilment of that Party's obligations hereunder, enters into a confidentiality undertaking containing in essence similar provisions as those set forth in this Section 11.
- 11.4 Any tangible materials that disclose or embody Confidential Information should be marked by the Disclosing Party as "Confidential," "Proprietary" or the substantial equivalent thereof. Confidential Information that is disclosed orally or visually shall be identified by the Disclosing Party as confidential at the time of disclosure, with subsequent confirmation in writing within 30 days after disclosure. However, the lack of marking or subsequent confirmation that the

disclosed information shall be regarded as "Confidential", "Proprietary" or the substantial equivalent thereof does not disqualify the disclosed information from being classified as Confidential Information.

- 11.5 If any Party violates any of its obligations described in this Section 11, the violating Party shall, upon notification from the other Party, (i) immediately cease to proceed such harmful violation and take all actions needed to rectify said behaviour and (ii) financially compensate for the harm suffered as determined by an arbitral tribunal pursuant to Section 15.2 below. All legal remedies (compensatory but not punitive in nature) according to law shall apply.
- 11.6 For the avoidance of doubt, this Section 11 does not permit disclosure of source code to software, and/or any substantial parts of design documents to software, included in the Results, to any Third Party, notwithstanding what it set forth above in this Section 11. Any such disclosure to any Third Party is permitted only if approved in writing by Seller.

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11.7 This confidentiality provision shall survive the expiration or termination of this Agreement without limitation in time.

12. TERM AND TERMINATION

- 12.1 This Agreement shall become effective according to what is set forth in Section 2 above and shall remain in force unless terminated in accordance with this Section 12.
- 12.2 Either Party shall be entitled to terminate this Agreement with immediate effect in the event:
 - (a) the other Party commits a material breach of the terms of this Agreement, which has not been remedied within 30 days from written notice from the other Party to remedy such breach (if capable of being remedied); or
 - (b) if the other Party should become insolvent or enter into negotiations on composition with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors.
- 12.3 For avoidance of doubt, Buyer not paying the agreed Price for the Components, without legitimate reasons for withholding payment, shall be considered in material breach for the purpose of this Agreement.
- 12.4 Either Party shall in addition be entitled to terminate the Service Agreement for convenience upon 60 days written notice to the other Party. If at the time of termination the Buyer has placed a Purchase Order according to Section 3.2 the principle for cancelation of orders set forth in section 3.3 should apply.

13. MISCELLANEOUS

- 13.1 Force majeure.
- 13.1.1 Neither Party shall be liable for any failure or delay in performing its obligations under the Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a Third Party's), failure of energy sources or transport network, restrictions concerning motive force, acts of God, war, terrorism, insurgencies and riots, civil commotion, mobilization or extensive call ups, interference by civil or military authorities, national or international calamity, currency restrictions, requisitions, confiscation, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, stroke of lightning, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default or delays of suppliers or subcontractors if such default or delay has been caused by a Force Majeure Event.
- 13.1.2 A non-performing Party, which claims there is a Force Majeure Event, and cannot perform its obligations under the Agreement as a consequence thereof, shall use all commercially reasonable efforts to continue to perform or to mitigate the impact of its non-performance notwithstanding the Force Majeure Event and shall continue the performance of its obligations as soon as the Force Majeure Event ceases to exist.

- 13.2 **Notices.** All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Agreement must be in legible writing in the English language delivered by personal delivery, email transmission or prepaid overnight courier using an internationally recognized courier service and shall be effective upon receipt, which shall be deemed to have occurred:
 - (a) in case of personal delivery, at the time and on the date of personal delivery;
 - (b) if sent by email transmission, at the time and date indicated on a response confirming such successful email transmission;
 - (c) if delivered by courier, at the time and on the date of delivery as confirmed in the records of such courier service; or
 - (d) at such time and date as delivery by personal delivery or courier is refused by the addressee upon presentation;

in each case provided that if such receipt occurred on a non-business day, then notice shall be deemed to have been received on the next following business day; and provided further that where any notice, demand, request or other communication is provided by any party by email, such party shall also provide a copy of such notice, demand, request or other communication by using one of the other methods. All such notices, demands, requests and other communications shall be addressed to the address, and with the attention, as set forth in the Main Document, or to such other address, number or email address as a Party may designate.

- 13.3 All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Agreement shall be sent to the following addresses and shall otherwise be sent in accordance with the terms in the General Terms:
 - (a) To Buyer:

Ningbo Geely Automotive Research and Development CO., LTD. Attention: [***] No.818, Binhai 2 Road, Hangzhou Bay New District, Ningbo, Zhejiang Province Email: [***]

(b) To Seller:

Polestar Automotive China Distribution Co., Ltd Attention: legal Email: [***]

With a copy not constituting notice to:

Polestar Performance AB Attention: [***] Email: [***]

13.4 Assignment.

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- 13.4.1 Neither Party may, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under this Agreement without the other Party's prior written consent.
- 13.4.2 Notwithstanding the above, each Party may assign this Agreement to an Affiliate without the prior written consent of the other Party.
- 13.5 Waiver. Neither Party shall be deprived of any right under this Agreement because of its failure to exercise any right under this Agreement or failure to notify the infringing party of a breach in connection with the Agreement. Notwithstanding the foregoing, rules on complaints and limitation periods shall apply.
- 13.6 **Severability.** In the event any provision of this Agreement is wholly or partly invalid, the validity of the Agreement as a whole shall not be affected, and the remaining provisions of the Agreement shall remain valid. To the extent that such invalidity materially affects a Party's

benefit from, or performance under, the Agreement, it shall be reasonably amended.

- 13.7 **Entire agreement.** All arrangements, commitments and undertakings in connection with the subject matter of this Agreement (whether written or oral) made before the date of this Agreement are superseded by this Agreement and its Appendices.
- 13.8 **Amendments.** Any amendment or addition to this Agreement must be made in writing and signed by the Parties to be valid.
- 13.9 Survival. If this Agreement is terminated or expires pursuant to Section 12 above, Section 11 (Confidentiality), Section 14 (Governing Law), Section 15 (Dispute Resolution) as well as this Section 13.9, shall survive any termination or expiration and remain in force as between the Parties after such termination or expiration.

14. GOVERNING LAW

14.1 This Agreement and all non-contractual obligations in connection with this Agreement shall be governed by the substantive laws of the People's Republic of China without giving regard to its conflict of laws principles.

15. DISPUTE RESOLUTION

15.1 Escalation principles.

- 15.1.1 In case the Parties cannot agree on a joint solution for handling disagreements or disputes, a deadlock situation shall be deemed to have occurred and each Party shall notify the other Party hereof by the means of a deadlock notice and simultaneously send a copy of the notice to the Steering Committee. Upon the receipt of such a deadlock notice, the receiving Party shall within ten days of receipt, prepare and circulate to the other Party a statement setting out its position on the matter in dispute and reasons for adopting such position, and simultaneously send a copy of its statement to the Steering Committee. Each such statement shall be considered by the next regular meeting held by the Steering Committee or in a forum meeting specifically called upon by either Party for the settlement of the issue.
- 15.1.2 The members of the Steering Committee shall use reasonable endeavours to resolve a deadlock situation in good faith. As part thereof, the Steering Committee may request the Parties to in good faith develop and agree on a plan to resolve or address the breach, to be presented for the Steering Committee without undue delay. If the Steering Committee

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agrees upon a resolution or disposition of the matter, the Parties shall agree in writing on terms of such resolution or disposition and the Parties shall procure that such resolution or disposition is fully and promptly carried into effect.

- 15.1.3 If the Steering Committee cannot settle the deadlock within 30 days from the deadlock notice pursuant to the section above, despite using reasonable endeavours to do so, such deadlock will be referred to the Strategic Board for decision. If no Steering Committee has been established between the Parties, the relevant issue shall be referred to the Strategic Board. Should the matter not have been resolved by the Strategic Board within 30 days counting from when the matter was referred to them, despite using reasonable endeavours to do so, the matter shall be resolved in accordance with Section 15.2 below.
- 15.1.4 All notices and communications exchanged in the course of a deadlock resolution proceeding shall be considered Confidential Information of each Party and be subject to the confidentiality undertaking in Section 11 above.
- 15.1.5 Notwithstanding the above, the Parties agree that either Party may disregard the time frames set forth in this Section 15.115.1 and apply shorter time frames and/or escalate an issue directly to the Strategic Board in the event the escalated issue is of an urgent character and where the applicable time frames set out above are not appropriate.

15.2 Arbitration.

- 15.2.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be submitted to China International Economic and Trade Arbitration Committee ("CIETAC") for arbitration, which shall be held in Shanghai and conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration, whereas the language to be used in the arbitral proceedings shall be English and Chinese.
- 15.2.2 Irrespective of any discussions or disputes between the Parties, each Party shall always continue to fulfil its undertakings under this Agreement unless an arbitral tribunal or court (as the case may be) decides otherwise.
- 15.2.3 In any arbitration proceeding, any legal proceeding to enforce any arbitration award, or any other legal proceedings between the Parties relating to this Agreement, each Party expressly waives the defence of sovereign immunity and any other defence based on the fact or

allegation that it is an agency or instrumentality of a sovereign state. Such waiver includes a waiver of any defence of sovereign immunity in respect of enforcement of arbitral awards and/or sovereign immunity from execution over any of its assets.

15.2.4 All arbitral proceedings as well as any and all information, documentation and materials in any form disclosed in the proceedings shall be strictly confidential.

[SIGNATURE PAGE FOLLOWS]

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This Agreement has been signed in two (2) originals, of which the Parties have received one (1) each.

NINGBO GEELY AUTOMOTIVE RESEARCH AND DEVELOPMENT CO., LTD.	POLESTAR AUTOMOTIVE CHINA DISTRIBUTION CO., LTD
By: /s/ Yangyang Liu	By: /s/ Dan Feng
Printed Name: Yangyang Liu (on behalf of)	Printed Name: Dan Feng
Title: Purchasing Manager	Title: China CEO
Date:	Date: May 5, 2023
By: /s/_Lifeng Xu	Ву:
Printed Name: Lifeng Xu	Printed Name:
Title: Purchasing Manager	Title:
Date:	Date:
Ву:	Ву:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Ву:	Ву:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

[***] PROTOTYPE SALE AGREEMENT APPENDIX 1 LIST OF PROTOTYPES AND PRICE

1. GENERAL

1.1 This Specification is a part of the [***] Prototype Sale Agreement executed between Buyer and Seller. This Specification contain List of the Prototypes, prices and payment terms that the Parties have agreed that Polestar shall provide to Louts.

2. DEFINITIONS

2.1 Any capitalized terms used but not specifically defined herein shall have the meanings set out for such terms in the Main Document. In addition, the capitalized terms set out below in this Section 2 shall for the purposes of this Prototype Sale Agreement have the meanings described herein. All capitalized terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

3. LIST OF COMPONENTS

- 3.1 [***] Prototypes
 - Fourteen (14) [***] Prototype standard units ([***])

In delivery complete [***] include:

• [***]

4. PRICE

- 4.1 The Price for the Prototypes at the agreed Shipping Terms will be determined on "arm's length terms" applying the cost plus method, i.e. mark-up. The mark-up shall be based on the latest available benchmarking study. The mark-up applied is [***] %.
- 4.2 The agreed price for Fourteen (14) prototypes ordered by Buyer amount to [***] RMB excluding VAT. The prices are further specified below.

[***]

5. PAYMENT TERMS

- 5.1 Seller will invoice Buyer in the form of invoice as agreed by Buyer and Seller when the Prototype leaves the Seller's stock location. Invoices may be generated electronically; provided however that Buyer may request hard-copy summary invoices that total batches of individual invoices over a specified period, in order to satisfy VAT and Customs reporting requirements.
- 5.2 Payment terms are [***] days net after date of invoice. Buyer will pay Seller for the invoice in accordance with that.

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- 5.3 Payment of all invoiced amounts will be in CNY, or such other currency as Buyer and Seller may agree, and against an invoice issued to Buyer by Seller.
- 5.4 VAT is chargeable on all invoiced amounts only where required by local law and shall be borne by the Buyer. Buyer may appoint an affiliate or Third Party to handle the requisite VAT registration and recovery.
- 5.5 If Payment made later than the due date will automatically be subject to interest for late payments for each day it is not paid and the interest shall be [***]
- 5.6 If Buyer is in default in making any payment, Seller may postpone its obligations under this Agreement until payment is received. Any postponement or termination of Seller's obligations under this Agreement shall have no effect on Sellers's obligations or commitments under any other agreement or understanding between the Parties.

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Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

[***][***] PROTOTYPE SALE AGREEMENT MAIN DOCUMENT

This **PROTOTYPE SALE AGREEMENT** (this "**Agreement**") is entered into on the date indicated below and made between:

Polestar Automotive China Distribution Co., Ltd, Reg. No. 91510112MA6D05KT88, a corporation organized and existing under the laws of People's Republic of China (the "**Seller**"); and

Wuhan Lotus Cars Co., Ltd., Reg. No. 91420113MA4L0T9R0Y, a corporation organized and existing under the laws of People's Republic of China (the "Buyer").

BACKGROUND

- A. The Seller is a company within the Polestar Group engaged in sales and distribution of Polestar branded vehicles and components, spare parts and accessories thereto.
- B. The Buyer is a company within the Lotus Group engaged in the product development, design, manufacturing, sales and distribution of Lotus branded vehicles.
- C. The Polestar Group is developing a [***] (hereinafter referred to as the "Electric Drive Unit"). The Electric Drive Unit will be used by Buyer in Lotus branded vehicles. Thus, Buyer wishes to buy prototypes of the Electric Drive Unit for use in its car development activities. The Seller has agreed to sell and supply such prototypes to the Buyer and the Buyer has agreed to buy such prototypes on the terms set out in this Agreement.
- D. In light of the foregoing, the Parties have agreed to execute this Agreement.

AGREEMENT

1. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings assigned to them below. All capitalized terms in singular in the list of definitions shall have the same meaning in plural and *vice versa*.

"Agreement" means the Main Document including all of its Appendices and their Schedules as amended from time to time.

"Affiliate" means any other legal entity that, directly or indirectly, is controlled by or is under common control with Polestar Automotive China Distribution Co., Ltd or **Wuhan Lotus Cars Co., Ltd.** and control means the possession, directly or indirectly, by agreement or otherwise, of (i) at least 50% of the voting stock, partnership interest or other ownership interest, or (ii) the power (a) to appoint or remove a majority of the board of directors or other governing body of an entity, or (b) to cause the direction of the management of an entity.

"Appendix" means an appendix to this Agreement. SA TEMPLATE VERSION 201022

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"Background IP" means the Intellectual Property Rights either:

- (a) owned by either of the Parties;
- (b) created, developed or invented by directors, managers, employees or consultants of either of the Parties;
- (c) to which the Party has licensed rights instead of ownership and the right to grant a sublicense

prior to the execution of this Agreement, and any Intellectual Property Rights developed or otherwise acquired independently of this Agreement.

"**Components**" means the prototypes of the Electric Drive Unit as further listed in Appendix 1 to this Agreement.

"Confidential Information" means any and all non-public information regarding the Parties and their respective businesses, whether commercial or technical, in whatever form or media, including but not limited to the existence, content and subject matter of this Agreement, information relating to Intellectual Property Rights, concepts, technologies, processes, commercial figures, techniques, algorithms, formulas, methodologies, knowhow, strategic plans and budgets, investments, customers and sales, designs, graphics, CAD models, CAE data, statement of works (including engineering statement of works and any high level specification), targets, test plans/reports, technical performance data and engineering sign-off documents and other information of a sensitive nature, that a Party learns from or about the other Party prior to or after the execution of this Agreement.

"Disclosing Party" means the Party disclosing Confidential Information to the Receiving Party.

"Force Majeure Event" shall have the meaning set out in Section 13.1.

"Industry Standard" means the exercise of such professionalism, skill, diligence, prudence and foresight that would normally be expected at any given time from a skilled and experienced actor engaged in a similar type of undertaking as under this Agreement.

"Intellectual Property Rights" or "IP" means Patents, Non-patented IP, rights in Confidential Information and Know-How to the extent protected under applicable laws anywhere in the world. For the avoidance of doubt, Trademarks are not comprised by this definition.

"Know-How" means confidential and proprietary industrial, technical and commercial information and techniques in any form including (without limitation) drawings, formulae, test results, reports, project reports and testing procedures, instruction and training manuals, tables of operating conditions, specifications, component lists, market forecasts, lists and particulars of customers and suppliers.

"Manufacturing Partner" means Ningbo Geely Royal Engine Parts Co., Ltd ("GPRI")

"Non-patented IP" means copyrights (including rights in computer software), database rights, semiconductor topography rights, rights in designs, and other intellectual property rights (other than Trademarks and Patents) and all rights or forms of protection having equivalent or similar effect anywhere in the world, in each case whether registered or

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unregistered, and registered includes registrations, applications for registration and renewals whether made before, on or after execution of this Agreement.

"Patent" means any patent, patent application, or utility model, whether filed before, on or after execution of this Agreement, along with any continuation, continuation-in-part, divisional, re-examined or re-issued patent, foreign counterpart or renewal or extension of any of the foregoing.

"Price" means the price payable for the Prototypes as set forth or referenced to in Appendix 1.

"Purchase Order" means an electronic or physical purchase order issued by Buyer to the Seller regarding the Components.

"Receiving Party" means the Party receiving Confidential Information from the Disclosing Party.

"Steering Committee" means [***] program steering meeting, Polestar – Lotus collaboration chaired by the head of R&D of each Party.

"Strategic Board" means executive meeting between CEO, CFO and Head of R&D of each Party.

"Technical Specification" means the specification of the Components as set forth in Appendix 1 with the technical status of the [***] technology which is available in the project at the time of the order of the Components.

"Third Party" means a party other than any of the Parties and/or an Affiliate of one of the Parties to this Agreement.

"Trademarks" means trademarks (including part numbers that are trademarks), service marks, logos, trade names, business names, assumed names, trade dress and get-up, and domain names, in each case whether registered or unregistered, including all applications, registrations, renewals and the like, in each case to the extent they constitute rights that are enforceable against Third Parties.

2. EFFECTIVE DATE AND VALIDITY

2.1 This Agreement shall be effective as of 1 May 2022, (the "Effective date") and thus codifies the terms and conditions under which the Parties have acted from that date and shall remain in force until terminated in accordance with Section 12 below.

3. COMPONENT SUPPLY

3.1 The Parties have agreed that the Seller shall supply the Components listed in <u>Appendix 1</u> to the Buyer under this Agreement.

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- 3.2 When desiring to purchase Components under this Agreement, the Buyer will issue a request to the Seller that will investigate the delivery possibilities and provide a quote. If the Buyer agree to the quote the Buyer shall issue a Purchase Order and submit it to the Seller upon which the Parties will have a binding commitment to purchase and supply the Components covered by the Purchase Order.
- 3.3 The Buyer may cancel a Purchase Order in whole or in part. In this event the Buyer shall reimburse the Seller for any actual costs and expenses incurred by the Seller due to the Buyer's cancellation and which the Seller is unable to mitigate. The Seller shall produce reasonable documentation on the incurred costs and expenses for which the Seller claims reimbursement.
- 3.4 Subject to a written agreement, the Parties may decide to add additional Components to this Agreement which will then become subject to the terms and conditions of this Agreement.

4. DELIVERY, LOGISTICS, TITLE AND RISK

- 4.1 The Seller will procure that its Manufacturing Partner delivers the Components on the dates agreed with the Buyer in the confirmed Purchase Order.
- 4.2 The Components shall, unless otherwise agreed between the Parties in writing, be delivered to the Buyer in a deliverable condition Free Carrier 'FCA' (Incoterms 2020) at a delivery compound at manufacturing Partner.
- 4.3 Title and risk of loss or damage with respect to each Component passes to the Buyer when the Seller has delivered the Component to the Buyer in accordance with this Section 4, without prejudice to the Buyer's right to reject Components under Section 5.
- 4.4 If the Seller discovers that its Manufacturing Partner will not be able to deliver the Prototypes at the agreed time or if delay seems likely, the Seller shall immediately notify the Buyer thereof in writing, stating the reasons for the delay and, if possible, the time when delivery can be expected.

5. PRICE AND PAYMENT TERMS

5.1 The Prices and payment terms for the Components purchased under this Agreement is set forth in, or determined as set forth in, Appendix 1.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Ownership of existing Intellectual Property Rights.

- 6.1.1 Each Party remains the sole and exclusive owner of its Background IP.
- 6.1.2 Nothing in this Agreement shall be deemed to constitute an assignment of, or license to use, any Trademarks of the other Party.
- 6.1.3 Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be construed as to give the other Party any rights, including but not limited to any license rights (express or implied), to any Background IP, except as expressly stated herein.

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6.2 Use of brand name.

- 6.2.1 For the sake of clarity, it is especially noted that this Agreement does not include any right to use the "Polestar" brand name, or Trademarks, or refer to "Polestar" in communications or official documents of whatever kind. This means that this Agreement does not include any rights to directly or indirectly use the "Polestar" brand name or "Polestar" Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence.
- 6.2.2 Correspondingly, it is especially noted that this Agreement does not include any right to use the "Lotus" brand name or Trademarks, or refer to "Lotus" in communications or official documents of whatever kind. This means that this Agreement does not include any rights to directly or indirectly use the "Lotus" brand name or "Lotus" Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, *e.g.* in presentations, business cards and correspondence.

7. REPRESENTATIONS

- 7.1 Each Party warrants and represents to the other Party that:
 - (a) it is duly organized, validly existing, and in good standing under the laws of its respective jurisdiction of incorporation or formation, as applicable;
 - (b) it has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
 - (c) the execution, delivery and performance of this Agreement have been duly authorized and approved, with such authorization and approval in full force and effect, and do not and will not (i) violate any laws or regulations applicable to it or (ii) violate its organization documents or any agreement to which it is a party; and
 - (d) this Agreement is a legal and binding obligation of it, enforceable against it in accordance with its terms.

8. WARRANTY

8.1 The Seller supply the Components "as is". Seller does neither warrant nor represent that the Components, provided or delivered to Buyer hereunder are functional for the business needs of Buyer or otherwise suitable for any specific purpose. Seller does neither give any representations or warranties as regards the merchantability of the deliverables to be delivered hereunder nor any other representations or warranties of any kind whatsoever concerning the Components. Buyer acknowledges that the price of the Components to be supplied by Seller are set in consideration of the foregoing.

9. LIMITATION OF LIABILITY

- 9.1 Neither Party shall be responsible for any indirect, incidental or consequential damage or any losses of production or profit caused by it under this Agreement.
- 9.2 Each Party's aggregate liability for any direct damage arising out of or in connection with this Agreement shall be limited to [***] of the total Price payable by Buyer to Seller hereunder.

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- 9.3 The limitations of liability set forth in this Section 9 shall not apply in respect of:
 - (a) claims related to death or bodily injury;
 - (b) damage caused by wilful misconduct or gross negligence;
 - (c) damage caused by a Party's breach of the confidentiality undertakings in Section 11 below; or
 - (d) Damage arising out of an infringement, or alleged infringement, of the other Party's or any Third Party's Intellectual Property.

10. GOVERNANCE AND CHANGES

10.1 Governance.

- 10.1.1 The Parties shall act in good faith in all matters and shall at all times co-operate in respect of changes to this Agreement as well as issues and/or disputes arising under this Agreement.
- 10.1.2 The governance and co-operation between the Parties in respect of this Agreement shall primarily be administered on an operational level. In the event the Parties on an operational level cannot agree upon *inter alia* the prioritisation of development activities or other aspects relating to the co-operation between the Parties, each Party shall be entitled to escalate such issue to the Steering Committee.
- 10.1.3 If the Steering Committee fails to agree upon a solution of the disagreement the relevant issue should be escalated to the Strategic Board for decision.

10.2 Changes.

- 10.2.1 During the term of this Agreement, Buyer can request changes to the Technical Specification, which shall be handled in accordance with the governance procedure set forth in Section 10.1 above. Both Parties agree to act in good faith to address and respond to any change request within a reasonable period of time.
- 10.2.2 The Parties acknowledge that Seller will not perform in accordance with such change request until agreed in writing between the Parties. For the avoidance of any doubt, until there is agreement about the requested change, all work shall continue in accordance with the existing Technical Specification.

11. CONFIDENTIAL INFORMATION

- 11.1 The Parties shall take any and all necessary measures to comply with the security and confidentiality procedures of the other Party.
- 11.2 All Confidential Information shall only be used for the purposes comprised by the fulfilment of this Agreement. Each Party will keep in confidence any Confidential Information obtained in relation to this Agreement and will not divulge the same to any Third Party, unless the exceptions specifically set forth below in this Section 11.2 below apply, in order to obtain patent protection or when approved by the other Party in writing, and with the exception of their own officers, employees, consultants or sub-contractors with a need to know as to

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enable such personnel to perform their duties hereunder. This provision will not apply to Confidential Information which the Receiving Party can demonstrate:

- (a) was in the public domain other than by breach of this undertaking, or by another confidentiality undertaking;
- (b) was already in the possession of the Receiving Party before its receipt from the Disclosing Party;
- (c) is obtained from a Third Party who is free to divulge the same;
- (d) is required to be disclosed by mandatory law, court order, lawful government action or applicable stock exchange regulations;
- (e) is reasonably necessary for either Party to utilize its rights and use of its Intellectual Property Rights; or
- (f) is developed or created by one Party independently of the other, without any part thereof having been developed or created with assistance or information received from the other Party.
- 11.3 The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as the Receiving Parts uses to protect its own Confidential Information of similar nature, to prevent the dissemination to Third Parties or publication of the Confidential Information. Further, each Party shall ensure that its employees and consultants are bound by a similar duty of confidentiality and that any subcontractors taking part in the fulfilment of that Party's obligations hereunder, enters into a confidentiality undertaking containing in essence similar provisions as those set forth in this Section 11.
- 11.4 Any tangible materials that disclose or embody Confidential Information should be marked by the Disclosing Party as "Confidential," "Proprietary" or the substantial equivalent thereof. Confidential Information that is disclosed orally or visually shall be identified by the Disclosing Party as confidential at the time of disclosure, with subsequent confirmation in writing within 30 days after disclosure. However, the lack of marking or subsequent confirmation that the

disclosed information shall be regarded as "Confidential", "Proprietary" or the substantial equivalent thereof does not disqualify the disclosed information from being classified as Confidential Information.

- 11.5 If any Party violates any of its obligations described in this Section 11, the violating Party shall, upon notification from the other Party, (i) immediately cease to proceed such harmful violation and take all actions needed to rectify said behaviour and (ii) financially compensate for the harm suffered as determined by an arbitral tribunal pursuant to Section 15.2 below. All legal remedies (compensatory but not punitive in nature) according to law shall apply.
- 11.6 For the avoidance of doubt, this Section 11 does not permit disclosure of source code to software, and/or any substantial parts of design documents to software, included in the Results, to any Third Party, notwithstanding what it set forth above in this Section 11. Any such disclosure to any Third Party is permitted only if approved in writing by Seller.

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11.7 This confidentiality provision shall survive the expiration or termination of this Agreement without limitation in time.

12. TERM AND TERMINATION

- 12.1 This Agreement shall become effective according to what is set forth in Section 2 above and shall remain in force unless terminated in accordance with this Section 12.
- 12.2 Either Party shall be entitled to terminate this Agreement with immediate effect in the event:
 - (a) the other Party commits a material breach of the terms of this Agreement, which has not been remedied within 30 days from written notice from the other Party to remedy such breach (if capable of being remedied); or
 - (b) if the other Party should become insolvent or enter into negotiations on composition with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors.
- 12.3 For avoidance of doubt, Buyer not paying the agreed Price for the Components, without legitimate reasons for withholding payment, shall be considered in material breach for the purpose of this Agreement.
- 12.4 Either Party shall in addition be entitled to terminate the Service Agreement for convenience upon 60 days written notice to the other Party. If at the time of termination the Buyer has placed a Purchase Order according to Section 3.2 the principle for cancelation of orders set forth in section 3.3 should apply.

13. MISCELLANEOUS

- 13.1 Force majeure.
- 13.1.1 Neither Party shall be liable for any failure or delay in performing its obligations under the Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a Third Party's), failure of energy sources or transport network, restrictions concerning motive force, acts of God, war, terrorism, insurgencies and riots, civil commotion, mobilization or extensive call ups, interference by civil or military authorities, national or international calamity, currency restrictions, requisitions, confiscation, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, stroke of lightning, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default or delays of suppliers or subcontractors if such default or delay has been caused by a Force Majeure Event.
- 13.1.2 A non-performing Party, which claims there is a Force Majeure Event, and cannot perform its obligations under the Agreement as a consequence thereof, shall use all commercially reasonable efforts to continue to perform or to mitigate the impact of its non-performance notwithstanding the Force Majeure Event and shall continue the performance of its obligations as soon as the Force Majeure Event ceases to exist.

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- 13.2 **Notices.** All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Agreement must be in legible writing in the English language delivered by personal delivery, email transmission or prepaid overnight courier using an internationally recognized courier service and shall be effective upon receipt, which shall be deemed to have occurred:
 - (a) in case of personal delivery, at the time and on the date of personal delivery;
 - (b) if sent by email transmission, at the time and date indicated on a response confirming such successful email transmission;
 - (c) if delivered by courier, at the time and on the date of delivery as confirmed in the records of such courier service; or
 - (d) at such time and date as delivery by personal delivery or courier is refused by the addressee upon presentation;

in each case provided that if such receipt occurred on a non-business day, then notice shall be deemed to have been received on the next following business day; and provided further that where any notice, demand, request or other communication is provided by any party by email, such party shall also provide a copy of such notice, demand, request or other communication by using one of the other methods. All such notices, demands, requests and other communications shall be addressed to the address, and with the attention, as set forth in the Main Document, or to such other address, number or email address as a Party may designate.

13.3 All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Agreement shall be sent to the following addresses and shall otherwise be sent in accordance with the terms in the General Terms:

(a) To Buyer:

Wuhan Lotus Cars Co., Ltd. Attention: [***] No.818, Binhai 2 Road, Hangzhou Bay New District, Ningbo, Zhejiang Province Email: [***]

(b) To Seller:

Polestar Automotive China Distribution Co., Ltd Attention: legal Email: [***]

With a copy not constituting notice to:

Polestar Performance AB Attention: [***] Email: [***]

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13.4 Assignment.

- 13.4.1 Neither Party may, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under this Agreement without the other Party's prior written consent.
- 13.4.2 Notwithstanding the above, each Party may assign this Agreement to an Affiliate without the prior written consent of the other Party.
- 13.5 Waiver. Neither Party shall be deprived of any right under this Agreement because of its failure to exercise any right under this Agreement or failure to notify the infringing party of a breach in connection with the Agreement. Notwithstanding the foregoing, rules on complaints and limitation periods shall apply.

- 13.6 Severability. In the event any provision of this Agreement is wholly or partly invalid, the validity of the Agreement as a whole shall not be affected, and the remaining provisions of the Agreement shall remain valid. To the extent that such invalidity materially affects a Party's benefit from, or performance under, the Agreement, it shall be reasonably amended.
- 13.7 **Entire agreement.** All arrangements, commitments and undertakings in connection with the subject matter of this Agreement (whether written or oral) made before the date of this Agreement are superseded by this Agreement and its Appendices.
- 13.8 Amendments. Any amendment or addition to this Agreement must be made in writing and signed by the Parties to be valid.
- 13.9 Survival. If this Agreement is terminated or expires pursuant to Section 12 above, Section 11 (Confidentiality), Section 14 (Governing Law), Section 15 (Dispute Resolution) as well as this Section 13.9, shall survive any termination or expiration and remain in force as between the Parties after such termination or expiration.

14. GOVERNING LAW

14.1 This Agreement and all non-contractual obligations in connection with this Agreement shall be governed by the substantive laws of the People's Republic of China without giving regard to its conflict of laws principles.

15. DISPUTE RESOLUTION

15.1 Escalation principles.

15.1.1 In case the Parties cannot agree on a joint solution for handling disagreements or disputes, a deadlock situation shall be deemed to have occurred and each Party shall notify the other Party hereof by the means of a deadlock notice and simultaneously send a copy of the notice to the Steering Committee. Upon the receipt of such a deadlock notice, the receiving Party shall within ten days of receipt, prepare and circulate to the other Party a statement setting out its position on the matter in dispute and reasons for adopting such position, and simultaneously send a copy of its statement to the Steering Committee. Each such statement shall be considered by the next regular meeting held by the Steering Committee or in a forum meeting specifically called upon by either Party for the settlement of the issue.

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- 15.1.2 The members of the Steering Committee shall use reasonable endeavours to resolve a deadlock situation in good faith. As part thereof, the Steering Committee may request the Parties to in good faith develop and agree on a plan to resolve or address the breach, to be presented for the Steering Committee without undue delay. If the Steering Committee agrees upon a resolution or disposition of the matter, the Parties shall agree in writing on terms of such resolution or disposition and the Parties shall procure that such resolution or disposition is fully and promptly carried into effect.
- 15.1.3 If the Steering Committee cannot settle the deadlock within 30 days from the deadlock notice pursuant to the section above, despite using reasonable endeavours to do so, such deadlock will be referred to the Strategic Board for decision. If no Steering Committee has been established between the Parties, the relevant issue shall be referred to the Strategic Board. Should the matter not have been resolved by the Strategic Board within 30 days counting from when the matter was referred to them, despite using reasonable endeavours to do so, the matter shall be resolved in accordance with Section 15.2 below.
- 15.1.4 All notices and communications exchanged in the course of a deadlock resolution proceeding shall be considered Confidential Information of each Party and be subject to the confidentiality undertaking in Section 11 above.
- 15.1.5 Notwithstanding the above, the Parties agree that either Party may disregard the time frames set forth in this Section 15.115.1 and apply shorter time frames and/or escalate an issue directly to the Strategic Board in the event the escalated issue is of an urgent character and where the applicable time frames set out above are not appropriate.
- 15.2 Arbitration.
- 15.2.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be submitted to China International Economic and Trade Arbitration Committee ("CIETAC") for arbitration, which shall be held in Shanghai and conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration, whereas the language to be used in the arbitral proceedings shall be English and Chinese.
- 15.2.2 Irrespective of any discussions or disputes between the Parties, each Party shall always continue to fulfil its undertakings under this Agreement unless an arbitral tribunal or court (at the case track by decides at between the state track).

(as the case may be) decides otherwise.

- 15.2.3 In any arbitration proceeding, any legal proceeding to enforce any arbitration award, or any other legal proceedings between the Parties relating to this Agreement, each Party expressly waives the defence of sovereign immunity and any other defence based on the fact or allegation that it is an agency or instrumentality of a sovereign state. Such waiver includes a waiver of any defence of sovereign immunity in respect of enforcement of arbitral awards and/or sovereign immunity from execution over any of its assets.
- 15.2.4 All arbitral proceedings as well as any and all information, documentation and materials in any form disclosed in the proceedings shall be strictly confidential.

[SIGNATURE PAGE FOLLOWS]

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WUHAN LOTUS CARS CO., LTD

This Agreement has been signed in two (2) originals, of which the Parties have received one (1) each.

POLESTAR AUTOMOTIVE CHINA DISTRIBUTION CO., LTD

By: <u>/s/</u> Yangyang Liu	By: /s/ Dan <u>Feng</u>
Printed Name: Purchasing Manager	Printed Name: Dan Feng
Title:	Title: China CEO
Date:	Date: May 16, 2023
By: <u>/s/</u> Yangyang Liu	Ву:
Printed Name: Purchasing Manager	Printed Name:
Title:	Title:
Date:	Date:
Ву:	Ву:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Ву:	Ву:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

[***] PROTOTYPE SALE AGREEMENT APPENDIX 1 LIST OF PROTOTYPES AND PRICE

1. GENERAL

1.1 This Specification is a part of the [***] Prototype Sale Agreement executed between Buyer and Seller. This Specification contain List of the Prototypes, prices and payment terms that the Parties have agreed that Polestar shall provide to Louts.

2. DEFINITIONS

2.1 Any capitalized terms used but not specifically defined herein shall have the meanings set out for such terms in the Main Document. In addition, the capitalized terms set out below in this Section 2 shall for the purposes of this Prototype Sale Agreement have the meanings described herein. All capitalized terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

3. LIST OF COMPONENTS

- 3.1 [***] Prototypes
 - Forty-two (42) [***] Prototype standard units ([***])

In delivery complete [***] include:

4. PRICE

- 4.1 The Price for the Prototypes at the agreed Shipping Terms will be determined on "arm's length terms" applying the cost plus method, i.e. mark-up. The mark-up shall be based on the latest available benchmarking study. The mark-up applied is [***] %.
- 4.2 The agreed price for Forty-two (42) unassembled prototypes ordered by Buyer amount to [***] RMB excluding VAT. The price is further specified below.

[***]

5. PAYMENT TERMS

- 5.1 Seller will invoice Buyer in the form of invoice as agreed by Buyer and Seller when the Prototype leaves the Seller's stock location. Invoices may be generated electronically; provided however that Buyer may request hard-copy summary invoices that total batches of individual invoices over a specified period, in order to satisfy VAT and Customs reporting requirements.
- 5.2 Payment terms are [***] days net after date of invoice. Buyer will pay Seller for the invoice in accordance with that.

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- 5.3 Payment of all invoiced amounts will be in CNY, or such other currency as Buyer and Seller may agree, and against an invoice issued to Buyer by Seller.
- 5.4 VAT is chargeable on all invoiced amounts only where required by local law and shall be borne by the Buyer. Buyer may appoint an affiliate or Third Party to handle the requisite VAT registration and recovery.
- 5.5 If Payment made later than the due date will automatically be subject to interest for late payments for each day it is not paid and the interest shall be [***].
- 5.6 If Buyer is in default in making any payment, Seller may postpone its obligations under this Agreement until payment is received. Any postponement or termination of Seller's obligations under this Agreement shall have no effect on Sellers's obligations or commitments under any other agreement or understanding between the Parties.

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Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

TOOLING AND EQUIPMENT SALE AND PURCHASE AGREEMENT

Polestar Automotive China Distribution Co. Ltd. and

Wuhan Lotus Cars Co., Ltd.

Regarding the sale and purchase of certain tooling and equipment

Agreement No.: LOT23-002

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List of Tooling A.

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This TOOLING AND EQUIPMENT SALE AND PURCHASE AGREEMENT is made between:

- Polestar Automotive China Distribution Co. Ltd., a company incorporated under the (1)laws of China with register number 556653-3096 (the "Seller") and
- (2) Wuhan Lotus Cars Co., Ltd., a company incorporated under the laws of China with register number 91420113MA4L0T9R0Y (the "Buyer").

Each of the Seller and the Buyer is hereinafter referred to as a "Party" and, jointly, as the "Parties".

BACKGROUND

- The Seller is or will be the legal and beneficial owner of the Tooling (as defined in this A. Agreement), or is otherwise able to procure the sale of, the Tooling.
- B. The Seller has agreed to sell or procure the sale of, and the Buyer has agreed to purchase, the Tooling on the terms set out in this Agreement.
- C. In the light of the foregoing, the Parties have entered into this Agreement.

1. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings assigned to them below. Capitalised terms in this Agreement are defined in the way described below. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

"Agreement" means this Tooling Sale and Purchase Agreement including the Appendices as amended and agreed from time to time.

"Confidential Information" means any and all information regarding the Parties and their respective businesses, whether commercial or technical, in whatever form or media, including but not limited to information relating to Intellectual Property Rights, concepts, technologies, processes, commercial figures, techniques, strategic plans and budgets, investments, customers and sales, designs, graphics, CAD models, CAE data, statement of

works (including engineering statement of works and any such specifications), targets, test plans/reports, technical performance data and engineering sign-off documents and other information of a sensitive nature, that a Party learns from or about the other Party prior to or after the execution of this Agreement.

"Disclosing Party" means the Party disclosing Confidential Information to the Receiving Party.

"Effective Date" means the date when this Agreement is signed by duly authorised signatories of each Party.

"Force Majeure Event" shall have the meaning ascribed to in Section 8.1.1.

"Intellectual Property Rights" means any and all intellectual property rights, including but not limited to patents, patent applications, Trademarks, software, designs, utility models, copyrights, database rights, ideas, concepts, techniques, inventions, technologies,

tools, processes and methodologies, know-how and trade secrets and any similar rights in any jurisdiction, regardless of whether registered or not, and all rights under licenses or otherwise in relation to any of the foregoing.

"Receiving Party" means the Party receiving Confidential Information from the Disclosing Party.

"Third Party" means a party other than any of the Parties and/or an affiliate of one of the Parties to this Agreement.

"Trademarks" means trademarks (including part numbers that are trademarks), service marks, logos, trade names, business names, assumed names, trade dress and get-up, and domain names, in each case whether registered or unregistered, including all applications, registrations, renewals and the like, in each case to the extent they constitute rights that are enforceable against third parties.

"Tooling" means the tooling which shall be purchased by the Buyer from the Seller pursuant to this Agreement and which is specified in <u>Appendix A</u>, Tooling Specification.

2. SALE AND PURSHASE

- 2.1 By entering into this Agreement, the Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller, the Tooling set forth in <u>Appendix A</u>, on an "as is" and "where is" basis without any warranties or representations of any kind, whether implied or express, save as expressly provided under this Agreement.
- 2.2 The ownership of the Tooling shall be automatically transferred from the Seller to the Buyer upon, whichever is later:
 - (a) The Seller has fully paid the Tooling fees to the vendors and the ownership of the Tooling has been fully transferred from the vendors of the Tooling to the Seller; and
 - (b) The Buyer has paid the price for the Tooling according to this Agreement.
- 2.3 The Buyer acknowledges that the Tooling shall remain at its current location before and until the completion sale of the Tooling from the Seller to the Buyer. The Tooling shall be deemed delivered upon the fulfilment of the conditions under Section 2.2 and the Buy shall thus be responsible for any loss and damage of the Tooling therefrom.

3. PRICE AND PAYMENT TERMS

3.1 Price

The price that the Buyer shall pay to the Seller for the purchase of the Tooling amounts to [***].

3.2 Payment terms

3.2.1 All amounts and payments referred to in this Agreement shall be paid in RMB, in a timely manner and in accordance with the payment terms set forth in this Section 3.2.

- 3.2.3 The Seller shall issue the invoice (inclusive of applicable taxes and surcharges, if any) to the Buyer after the date of this Agreement. The Buyer shall pay the full amount of the invoice within [***] upon the receipt of the invoice.
- 3.2.4 Payment made later than the due date will automatically be subject to [***]

4. REPRESENTATIONS AND WARRANTIES

- 4.1 Each Party warrants and represents to the other Party that:
 - (a) it is duly organized, validly existing, and in good standing under the laws of its respective jurisdiction of incorporation or formation, as applicable;
 - (b) it has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
 - (c) the execution, delivery and performance of this Agreement have been duly authorized and approved, with such authorization and approval in full force and effect, and do not and will not (i) violate any laws or regulations applicable to it or (ii) violate its organization documents or any agreement to which it is a party; and
 - (d) this Agreement is a legal and binding obligation of it, enforceable against it in accordance with its terms.
- 4.2 The Seller warrants that there is no dispute regarding the ownership of the Tooling between the Seller and the vendor or any third party as of the transfer to the Buyer.

5. LIMITATION OF LIABILITY

- 5.1 Neither Party shall be responsible for any indirect, incidental or consequential damage or any losses of production or profit caused by it under this Agreement.
- 5.2 Each Party's aggregate liability for any damage arising out of or in connection with this Agreement shall be [***] under this Agreement.
- 5.3 The limitations of liability set out in this Section 5 shall not apply in respect of;
 - (a) claims related to death or bodily injury;
 - (b) damage caused by wilful misconduct or gross negligence;
 - (c) damage caused by a Party's breach the confidentiality undertakings in Section 7 below; or
 - (d) damage arising out of an infringement, alleged infringement, of the other Party's or any third party's Intellectual Property.

6. TERM AND TERMINATION

- 6.1 This Agreement shall become effective when signed by duly authorised signatories of each Party and shall remain in force until fully performed or terminated in accordance with Section 6.2.
- 6.2 This Agreement may be terminated, in whole or in part (including for the avoidance of doubt any of its Appendices), by either Party with immediate effect if:
 - the other Party is in material breach of any of its obligations under this Agreement and such breach (if remediable) is not remedied within thirty (30) days of written notice thereof;
 - (h) the other Party should become insolvent or enter into negotiations on composition

- with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors; or
- (c) the Know How Transfer Agreement regarding the transfer of the associated knowhow of the Tooling entered into between Polestar Performance AB and the Buyer is terminated for any reason whatsoever.

7. CONFIDENTIALITY

- 7.1 The Parties shall take any and all necessary measures to comply with the security and confidentiality procedures of the other Party.
- 7.2 All Confidential Information shall only be used for the purposes set forth in this Agreement. Each Party will keep in confidence any Confidential Information obtained in relation to this Agreement and will not divulge the same to any Third Party, unless the exceptions specifically set forth below in this Section 7.2 below apply, in order to obtain patent protection or when approved by the other Party in writing, and with the exception of their own officers, employees, consultants or sub-contractors with a need to know as to enable such personnel to perform their duties hereunder. This provision will not apply to Confidential Information which the Receiving Party can demonstrate:
 - (d) was in the public domain other than by breach of this undertaking, or by another confidentiality undertaking;
 - was already in the possession of the Receiving Party before its receipt from the Disclosing Party;
 - (f) is obtained from a Third Party who is free to divulge the same;
 - (g) is required to be disclosed by mandatory law, court order, lawful government action or applicable stock exchange regulations;
 - (h) is reasonably necessary for either Party to utilize its rights and use of its Intellectual Property Rights; or
 - (i) is developed or created by one Party independently of the other, without any part thereof having been developed or created with assistance or information received from the other Party.

- 7.3 The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the dissemination to third parties or publication of the Confidential Information, as the Receiving Party uses to protect its own Confidential Information of similar nature. Further, each Party shall ensure that its employees and consultants are bound by a similar duty of confidentiality and that any subcontractors taking part in the fulfilment of that Party's obligations hereunder, enters into a confidentiality undertaking containing in essence similar provisions as those set forth in this Section 7.
- 7.4 Any tangible materials that disclose or embody Confidential Information should be marked by the Disclosing Party as "Confidential," "Proprietary" or the substantial equivalent thereof. Confidential Information that is disclosed orally or visually shall be identified by the Disclosing Party as confidential at the time of disclosure, with subsequent confirmation in writing within thirty (30) days after disclosure. However, the lack of marking or subsequent confirmation that the disclosed information shall be regarded as "Confidential" does not disqualify the disclosed information from being classified as Confidential Information.
- 7.5 If any Party violates any of its obligations described in this Section 7, the violating Party shall, upon notification from the other Party, (i) immediately cease to proceed such harmful violation and take all actions needed to rectify said behaviour and (ii) financially compensate for the harm suffered as determined by an arbitral tribunal pursuant to Section 10.1 below. All legal remedies (compensatory but not punitive in nature) according to law shall apply.
- 7.6 This Section 7 shall survive the expiration or termination of this Agreement without limitation in time.

8. MISCELLANEOUS

8.1 Force majeure

8.1.1 Neither Party shall be liable for any failure or delay in performing its obligations under the Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A **"Force Majeure Event"** means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was

unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a Third Party's), failure of energy sources or transport network, restrictions concerning motive force, acts of God, war, terrorism, insurgencies and riots, civil commotion, mobilization or extensive call ups, interference by civil or military authorities, national or international calamity, currency restrictions, requisitions, confiscation, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, stroke of lightning, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default or delays of suppliers or subcontractors if such default has been caused by a Force Majeure Event.

8.1.2 A non-performing Party, which claims there is a Force Majeure Event, and cannot perform its obligations under the Agreement as a consequence thereof, shall use all commercially reasonable efforts to continue to perform or to mitigate the impact of its non-performance notwithstanding the Force Majeure Event and shall continue the performance of its obligations as soon as the Force Majeure Event ceases to exist.

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8.2 Notices

- 8.2.1 All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Agreement must be in legible writing in the English language delivered by personal delivery, facsimile, email transmission or prepaid overnight courier using an internationally recognized courier service and shall be effective upon receipt, which shall be deemed to have occurred:
 - (a) in case of personal delivery, at the time and on the date of personal delivery;
 - (b) if sent by facsimile or email transmission, at the time and on the date indicated on a confirmation of successful transmission page relating to such facsimile transmission or at the time and date indicated on a response confirming such successful email transmission;
 - (c) if delivered by courier, at the time and on the date of delivery as confirmed in the records of such courier service; or
 - (d) at such time and date as delivery by personal delivery or courier is refused by the addressee upon presentation;

in each case provided that if such receipt occurred on a non-business day, then notice shall be deemed to have been received on the next following business day; and provided further that where any notice, demand, request or other communication is provided by any party by email, such party shall also provide a copy of such notice, demand, request or other communication by using one of the other methods.

8.2.2 All such notices, demands, requests and other communications shall be sent to following addresses:

To the Seller:	Polestar Automotive China Distribution Co., Ltd Attention: legal Email: [***]
	With a copy not constituting notice to:
	Polestar Performance AB
	Attention: [***]
	Email: [***]
To the Buyer:	Wuhan Lotus Cars Co.,Ltd.
	Attention: [***]
	Email: [***]

8.3 Assignment

Neither Party may, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under this Agreement without the other Party's prior written consent.

8.4 Waiver

Neither Party shall be deprived of any right under this Agreement because of its failure to exercise any right under this Agreement or failure to notify the infringing party of a breach in connection with the Agreement. Notwithstanding the foregoing, rules on complaints and limitation periods shall apply.

8.5 Severability

In the event that any provision of this Agreement is wholly or partly invalid, the validity of the Agreement as a whole shall not be affected and the remaining provisions of the Service shall remain valid. To the extent that such invalidity materially affects a Party's benefit from, or performance under, the Agreement, it shall be reasonably amended.

8.6 Entire Agreement

All arrangements, commitments and undertakings in connection with the subject matter of this Agreement (whether written or oral) made before the date of this Agreement are superseded by this Agreement.

8.7 Amendments

Any amendment or addition to this Agreement must be made in writing and signed by the Parties to be valid.

8.8 Survival

If this Agreement is terminated, Section 7 (*Confidentiality*), Section 9 (*Governing Law*), Section 10 (*Dispute resolution*) as well as this Section 8.8, shall survive any termination or expiration and remain in force as between the Parties after such termination or expiration.

9. GOVERNING LAW

This Agreement and all non-contractual obligations in connection with this Agreement shall be governed by the substantive laws of the People's Republic of China, without giving regard to its conflict of laws principles.

10. DISPUTE RESOLUTION

- 10.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be submitted to the China International Economic and Trade Arbitration Committee ("CIETAC") for arbitration, which shall be held in Shanghai and conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration, whereas the language to be used in the arbitral proceedings shall be English. The arbitral tribunal shall be composed of three (3) arbitrators. The arbitral award shall be final and binding upon both parties.
- 10.2 All arbitral proceedings as well as any and all information, documentation and materials in any form disclosed in the proceedings shall be strictly confidential.

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IN WITNESS WHEREOF, this Agreement has been signed in two (2) originals, of which the Parties have received one (1) each.

Polestar Automotive China Distribution Co. Ltd. (company chop)

By: /s/ Li Yaru	By:	
Printed Name: Li Yaru	Printed Name:	
Title: Authorized Signatory	Title:	_
Date: July 6, 2023	Date:	

Wuhan Lotus Cars Co., Ltd. (company chop)

By: /s/ Lv Shengqiang	By: /s/ Zhang Liang
Printed Name: Lv Shengqiang	Printed Name: Zhang Liang
Title: Senior Manager of Procurement	Title: General Manager of Procurement Center
Date: Sept 11, 2023	Date: Sept 11, 2023

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APPENDIX A

LIST OF TOOLING

[***]

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

KNOW HOW TRANSFER AGREEMENT

Polestar Performance AB

and

Wuhan Lotus Cars Co., Ltd.

Regarding the Know How Transfer related to [***]

Agreement no.: LOT23-003

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- B. **Trade Compliance Clause**

This KNOW HOW TRANSFER AGREEMENT is made between:

- Polestar Performance AB, a company incorporated under the laws of Sweden with (1) register number 556653-3096 (the "Seller") and
- (2) Wuhan Lotus Cars Co., Ltd., a company incorporated under the laws of China with register number 91420113MA4L0T9R0Y (the "Buyer").

Each of the Seller and the Buyer is hereinafter referred to as a "Party" and, jointly, as the "Parties".

BACKGROUND

- The Parties acknowledge that at the Execution Day, Seller is the sole owner, or is A. otherwise able to procure the sale of, all rights related to the identified parts (the "Know How") listed in Appendix A.
- Β. The Parties have agreed that the Seller shall assign [***]ownership of the Know How to the Buyer, and the Buyer has agreed to purchase, under the terms in this Know How Transfer Agreement and its appendices (the "Agreement").
- С. The Parties further acknowledge that the Trade Compliance Clause in Appendix B should be respected to fulfil the obligations under this agreement.
- In the light of the foregoing, the Parties have entered into this Agreement. D.

DEFINITIONS 1.

For the purpose of this Agreement, the following terms shall have the meanings assigned to them below. Capitalized terms in this Agreement are defined in the way described below. All capitalized terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

"Agreement" means this Know How Transfer Agreement including the Appendices as amended and agreed from time to time.

"Background IP" means all Intellectual Property Rights which are owned by the Parties before entering into this Agreement.

"Confidential Information" means any and all information regarding the Parties and their respective businesses, whether commercial or technical, in whatever form or media, including but not limited to information relating to Intellectual Property Rights, concepts, technologies, processes, commercial figures, techniques, strategic plans and budgets, investments, customers and sales, designs, graphics, CAD models, CAE data, statement of works (including engineering statement of works and any such specifications), targets, test plans/reports, technical performance data and engineering sign-off documents and other information of a sensitive nature, that a Party learns from or about the other Party prior to or after the execution of this Agreement.

"Disclosing Party" means the Party disclosing Confidential Information to the Receiving Party.

Agreement no.: LOT23-003

"Effective Date" means the date when this Agreement is signed by duly authorised signatories of each Party.

"Force Majeure Event" shall have the meaning ascribed to in Section 10.1.1.

"Improvements" means all modifications, amendments and improvements of the Know How.

"Intellectual Property Rights" means any and all intellectual property rights, including but not limited to patents, patent applications, Trademarks, software, designs, utility models, copyrights, database rights, ideas, concepts, techniques, inventions, technologies, tools, processes and methodologies, know-how and trade secrets and any similar rights in any jurisdiction, regardless of whether registered or not, and all rights under licenses or otherwise in relation to any of the foregoing.

"Know How" means the Know How related to the articles specified in Appendix A, including relevant Copyright rights associated with the Know How.

"Know How Transfer Price" means the agreed price for transfer of the Know How.

"Receiving Party" means the Party receiving Confidential Information from the Disclosing Party.

"Third Party" means a party other than any of the Parties and/or an affiliate of one of the Parties to this Agreement.

"**Trademarks**" means trademarks (including part numbers that are trademarks), service marks, logos, trade names, business names, assumed names, trade dress and get-up, and domain names, in each case whether registered or unregistered, including all applications, registrations, renewals and the like, in each case to the extent they constitute rights that are enforceable against third parties.

2. SALE AND PURSHASE

- 2.1 By entering into this Agreement, the Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller, [***]ownership to the Know How specified in Appendix A, on an "as is" and "where is" basis without any warranties or representations of any kind, whether implied or express, save as expressly provided under this Agreement. The Parties understand that the price model has reflected this principle.
- 2.2 The Parties shall own the Know How on a [***]basis upon completion of this Know How transfer agreement.
- 2.3 The ownership of the Know How shall be automatically transferred from the Seller to the Buyer upon payment of the Know How Transfer Price (as defined below) by the Buyer according to this Agreement.
- 2.4 Seller shall, after the receipt of the Know How Transfer Price (as defined below) from Buyer, provide the Know How to an information sharing platform in a timely manner

with a log-in system accessible to Buyer for making the Know How available to the Buyer.

3. INTELLECTUAL PROPERTY

3.1 Ownership of existing Intellectual Property Rights

3.1.1 Each Party remains the sole and exclusive owner of its Background IP and any Intellectual Property Rights which are modifications, amendments or derivatives, made by or on behalf of the party, of any Intellectual Property Rights already owned by such Party.

3.2 Ownership of Improvements

- 3.2.1 Each of the Parties who creates the relevant work shall be the exclusive owner of the modifications, amendments and improvements of the Know How (the "Improvements").
- 3.2.2 For the sake of clarity, it shall be especially noted that no Improvements shall be jointly owned.

3.3 License rights

- 3.3.1 Each of the Parties has the right to grant non-exclusive license of its rights and/or obligations under the Know How, provided that the licence shall be duly informed to the other Party by at least 15 days prior written notice. Any license fees or royalties arising from the aforementioned licence shall solely belong to the licensing Party.
- 3.3.2 Either Party intending to assign, grant sole/exclusive license, pledge or otherwise dispose of its rights and/or obligations under the Know How shall serve not less than 15 days' prior written notice to the other Party with necessary information and details, and may only do so upon written approval from the other Party.

3.4 Suspected infringement

Either Party shall enjoy the right to act in the event of infringement of the Know How, and to initiate, in its name, at its cost, any legal proceeding to mitigate the potential adverse impact on the use of the Know How and shall inform the other Party in the event of any of the foregoing.

3.5 Polestar brand name and trademark

- 3.5.1 For the sake of clarity, it is especially noted that this Know How Transfer Agreement does not include any right to use the "Polestar" brand name, or Trademarks, or refer to "Polestar" in communications or official documents of whatever kind.
- 3.5.2 This means that this Know How Transfer Agreement does not include any rights to directly or indirectly use the "Polestar" brand name or "Polestar" Trademarks, on or for any

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products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g., in presentations, business cards and correspondence.

4. UNDERTAKINGS AND INDEMNIFICATIONS

- 4.1 Each of the Parties shall:
 - (a) be individually liable and responsible for its own use and utilization of the Know How (including any license granted to any third party) and any effect and consequence thereof (including any infringement of any third-party right) to the effect that no joint and several liabilities should occur on either Party in terms of the Know How and the Improvements;

- (b) incorporate materially the same terms under paragraph (a) above in any contract and agreement with any third party concerning the Know How and the Improvements;
- (c) indemnify and hold the other Party harmless from and against all direct losses and damages resulting from or arising out of or relating to (i) any Improvement made by it or (ii) its use and utilization of the Know How and/or the Improvements for any purpose whatsoever; and
- (d) undertake to abide by the undertakings set forth under Appendix B.

5. PRICE AND PAYMENT TERMS

5.1 Price

The price that the Buyer shall pay to the Seller for the purchase of [***]to the Know How, exclusive of any applicable taxes (such as VAT and withholding tax) and surcharges (the "Know How Transfer Price") amounts to [***]

5.2 Payment terms

- 5.2.1 All amounts and payments referred to in this Agreement shall be paid in RMB, in a timely manner and in accordance with the payment terms set forth in this Section 5.2.
- 5.2.2 All amounts and payments referred to in this Agreement are exclusive of any applicable taxes (such as VAT and withholding tax) and surcharges.
- 5.2.3 The Seller shall issue the invoice (inclusive of applicable taxes and surcharges, if any) to the Buyer after the date of this Agreement. The Buyer shall pay the full amount of the invoice [***]in one-lump sum upon the receipt of the invoice.
- 5.2.4 Payment made later than the due date will automatically be subject to interest for late payment for each day it is not paid and the interest shall be based on [***]

6. REPRESENTATIONS AND WARRANTIES

6.1 Each Party warrants and represents to the other Party that:

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- (a) it is duly organized, validly existing, and in good standing under the laws of its respective jurisdiction of incorporation or formation, as applicable;
- (b) it has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery and performance of this Agreement have been duly authorized and approved, with such authorization and approval in full force and effect, and do not and will not (i) violate any laws or regulations applicable to it or (ii) violate its organization documents or any agreement to which it is a party; and
- (d) this Agreement is a legal and binding obligation of it, enforceable against it in accordance with its terms.
- 6.2 The Seller warrants that there is no dispute regarding the ownership of the Tooling between the Seller and the vendor as of the transfer to the Buyer.

7. LIMITATION OF LIABILITY

- 7.1 Neither Party shall be responsible for any indirect, incidental or consequential damage or any losses of production or profit caused by it under this Agreement.
- 7.2 Each Party's aggregate liability for any damage arising out of or in connection with this Agreement shall be [***].
- 7.3 The limitations of liability set out in this Section 6.2 shall not apply in respect of;
 - (a) claims related to death or bodily injury;
 - (b) damage caused by wilful misconduct or gross negligence;
 - damage caused by a Party's breach the confidentiality undertakings in Section 9 below; or
 - (d) damage arising out of an infringement, alleged infringement, of the other Party's or any third party's Intellectual Property.

8. TERM AND TERMINATION

- 8.1 This Agreement shall become effective when signed by duly authorised signatories of each Party and shall remain in force until fully performed or terminated in accordance with Section 8.2.
- 8.2 This Agreement may be terminated, in whole or in part (including for the avoidance of doubt any of its Appendices), by either Party with immediate effect if:
 - the other Party is in material breach of any of its obligations under this Agreement and such breach (if remediable) is not remedied within thirty (30) days of written notice thereof;

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- (b) the other Party should become insolvent or enter into negotiations on composition with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors; or
- (c) the Tooling Transfer Agreement regarding the transfer of the associated tooling entered into between Polestar Automotive China Distribution Co. Ltd. and the Buyer is terminated for any reason whatsoever.

9. CONFIDENTIALITY

- 9.1 The Parties shall take any and all necessary measures to comply with the security and confidentiality procedures of the other Party.
- 9.2 All Confidential Information shall only be used for the purposes set forth in this Agreement. Each Party will keep in confidence any Confidential Information obtained in relation to this Agreement and will not divulge the same to any Third Party, unless the exceptions specifically set forth below in this Section 9.2 below apply, in order to obtain patent protection or when approved by the other Party in writing, and with the exception of their own officers, employees, consultants or sub-contractors with a need to know as to enable such personnel to perform their duties hereunder. This provision will not apply to Confidential Information which the Receiving Party can demonstrate:
 - (d) was in the public domain other than by breach of this undertaking, or by another confidentiality undertaking;
 - (e) was already in the possession of the Receiving Party before its receipt from the Disclosing Party;
 - (f) is obtained from a Third Party who is free to divulge the same;
 - (g) is required to be disclosed by mandatory law, court order, lawful government action or applicable stock exchange regulations;
 - (h) is reasonably necessary for either Party to utilize its rights and use of its Intellectual Property Rights; or
 - is developed or created by one Party independently of the other, without any part thereof having been developed or created with assistance or information received from the other Party.
- 9.3 The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the dissemination to third parties or publication of the Confidential Information, as the Receiving Party uses to protect its own Confidential Information of similar nature. Further, each Party shall ensure that its employees and consultants are bound by a similar duty of confidentiality and that any subcontractors taking part in the fulfilment of that Party's obligations hereunder, enters into a confidentiality undertaking containing in essence similar provisions as those set forth in this Section 9.
- 9.4 Any tangible materials that disclose or embody Confidential Information should be marked by the Disclosing Party as "Confidential," "Proprietary" or the substantial equivalent thereof. Confidential Information that is disclosed orally or visually shall be identified by the Disclosing Party as confidential at the time of disclosure, with

subsequent confirmation in writing within thirty (30) days after disclosure. However, the lack of marking or subsequent confirmation that the disclosed information shall be regarded as "Confidential" does not disqualify the disclosed information from being classified as Confidential Information.

- 9.5 If any Party violates any of its obligations described in this Section 9, the violating Party shall, upon notification from the other Party, (i) immediately cease to proceed such harmful violation and take all actions needed to rectify said behaviour and (ii) financially compensate for the harm suffered as determined by an arbitral tribunal pursuant to Section 12.1 below. All legal remedies (compensatory but not punitive in nature) according to law shall apply.
- 9.6 This Section 9 shall survive the expiration or termination of this Agreement without limitation in time.

10. MISCELLANEOUS

10.1 Force majeure

- 10.1.1 Neither Party shall be liable for any failure or delay in performing its obligations under the Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a Third Party's), failure of energy sources or transport network, restrictions concerning motive force, acts of God, war, terrorism, insurgencies and riots, civil commotion, mobilization or extensive call ups, interference by civil or military authorities, national or international calamity, currency restrictions, requisitions, confiscation, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, stroke of lightning, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default or delays of suppliers or subcontractors if such default has been caused by a Force Majeure Event.
- 10.1.2 A non-performing Party, which claims there is a Force Majeure Event, and cannot perform its obligations under the Agreement as a consequence thereof, shall use all commercially reasonable efforts to continue to perform or to mitigate the impact of its non-performance notwithstanding the Force Majeure Event and shall continue the performance of its obligations as soon as the Force Majeure Event ceases to exist.

10.2 Notices

- 10.2.1 All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Agreement must be in legible writing in the English language delivered by personal delivery, facsimile, email transmission or prepaid overnight courier using an internationally recognized courier service and shall be effective upon receipt, which shall be deemed to have occurred:
 - (a) in case of personal delivery, at the time and on the date of personal delivery;
 - (b) if sent by facsimile or email transmission, at the time and on the date indicated on a confirmation of successful transmission page relating to such facsimile

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transmission or at the time and date indicated on a response confirming such successful email transmission;

- (c) if delivered by courier, at the time and on the date of delivery as confirmed in the records of such courier service; or
- (d) at such time and date as delivery by personal delivery or courier is refused by the addressee upon presentation;

in each case provided that if such receipt occurred on a non-business day, then notice shall be deemed to have been received on the next following business day; and provided further that where any notice, demand, request or other communication is provided by any party by email, such party shall also provide a copy of such notice, demand, request or other communication is provided or other communication.

communication by using one of the other methods.

10.2.2 All such notices, demands, requests and other communications shall be sent to following addresses:

To the Seller:

Polestar Performance AB Attention: [***] Email: [***]

With a copy not constituting notice to:

Polestar Performance AB Attention: [***] Email: [***]

To the Buyer:

Wuhan Lotus Cars Co., Ltd. Attention: [***] Email: [***]

10.3 Assignment

Neither Party may, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under this Agreement without the other Party's prior written consent.

10.4 Waiver

Neither Party shall be deprived of any right under this Agreement because of its failure to exercise any right under this Agreement or failure to notify the infringing party of a breach in connection with the Agreement. Notwithstanding the foregoing, rules on complaints and limitation periods shall apply.

10.5 Severability

In the event that any provision of this Agreement is wholly or partly invalid, the validity of the Agreement as a whole shall not be affected, and the remaining provisions of the

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Service shall remain valid. To the extent that such invalidity materially affects a Party's benefit from, or performance under, the Agreement, it shall be reasonably amended.

10.6 Entire Agreement

All arrangements, commitments and undertakings in connection with the subject matter of this Agreement (whether written or oral) made before the date of this Agreement are superseded by this Agreement.

10.7 Amendments

Any amendment or addition to this Agreement must be made in writing and signed by the Parties to be valid.

10.8 Survival

If this Agreement is terminated, Section 9 (*Confidentiality*), Section 11 (*Governing Law*), Section 12 (*Dispute resolution*) as well as this Section 10.8, shall survive any termination or expiration and remain in force as between the Parties after such termination or expiration.

11. GOVERNING LAW

This Agreement and all non-contractual obligations in connection with this Agreement shall be governed by the substantive laws of the People's Republic of China, without giving regard to its conflict of laws principles.

12. DISPUTE RESOLUTION

12.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be submitted to the China International Economic and Trade Arbitration Committee ("**CIETAC**") for arbitration, which shall be held in Shanghai and conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration, whereas the language to be used in the arbitral proceedings shall be English. The arbitral tribunal shall be composed of three (3)

arbitrators. The arbitral award shall be final and binding upon both parties.

12.2 All arbitral proceedings as well as any and all information, documentation and materials in any form disclosed in the proceedings shall be strictly confidential.

[Signature page follows]

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IN WITNESS WHEREOF, this Agreement has been signed in two (2) originals, of which the Parties have received one (1) each.

Polestar Performance AB

By: /s/ Jonas Engström	By: /s/ Anna Rudensjö
Printed Name: Jonas Engström	Printed Name: Anna Rudensjö
Title: Head of Operations	Title: _General Counsel
Date: Sep 25, 2023	Date: Sep 25, 2023

Wuhan Lotus Cars Co., Ltd. (company chop)

By: /s/ LV Shengqiang	By: /s/ Zang Liang	
Printed Name: LV Shengqiang	Printed Name: Zang Liang	
Title: Authorized Signatory	Title: Authorized Signatory	2022
Date: _	Date: <u>Sep 11,</u> Sep 11, 2023	2023

APPENDIX A

LIST OF KNOW HOW

[***]

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APPENDIX B

TRADE COMPLIANCE UNDERTAKING

"Sanctions and Export Control Laws" means the laws, regulations, decisions, executive orders and notices from regulators as applicable to the Parties from time to time, related to trade, economic or financial sanctions and export controls that are implemented, adapted, imposed, administered and/or enforced by any of the following organisations and states, including any authority acting on behalf of any of them: the United Nations, the European Union, any individual member state of the European Economic Area, the United Kingdom and the United States of America, as well as any other state or government with jurisdiction over an activity under this Agreement.

"Sanctioned Party" means a person or entity that is listed on, or directly or indirectly owned to 50 per cent or more (individually or in the aggregate) or otherwise controlled by one or more persons listed on, any list of persons or entities published in connection with Sanctions and Export Control Laws.

- 1.1 The Parties represent, warrant and covenant that:
 - (a) neither of the Parties, nor any of its respective affiliates, directors, owners, employees, or, to the Parties' knowledge, any other parties involved by each Party in actions relating to this Agreement, are themselves, or are directly or indirectly owned or controlled by (individually or in the aggregate) a Sanctioned Party;
 - (b) neither of the Parties will, while performing its obligations under this Agreement, engage in any activity that could constitute a violation of Sanctions and Export Control Laws, including but not limited to (i) engaging in trade with a Sanctioned Party, or (ii) using the Know How subject to this Agreement for any end use contrary to Sanctions and Export Control Laws, such as end uses prohibited under catch-all rules.
 - (c) the Parties shall obtain all requisite trade authorisations, approvals or other necessary documentation under Sanctions and Export Control Laws for the purpose of performing their obligations under this Agreement, and will inform each other of any such laws and restrictions applicable to the Know How delivered or exchanged under this Agreement.
- 1.2 Each Party shall provide written notice to the other Party, as promptly as possible, of any such changes in circumstances that would result in the representations, warranties and covenants in Appendix B failing to be true and correct at any time.
- 1.3 The Parties agree to cooperate in relation to compliance efforts by exchanging information, including but not limited to product classification, origin of products, technology and software, and other due diligence information which may legally be shared with due respect to business confidentiality or applicable laws, in order to ensure compliance with Sanctions and Export Control Laws.
- 1.4 Any breach by either of the Parties relating to Appendix B gives the other Party the right to terminate this Agreement with immediate effect, as well as the remaining deliveries under this Agreement.
- 1.5 Each Party retains the right to at all times refuse to undertake any actions related to this Agreement, if it has substantiated grounds for suspecting that such action would be in violation of Sanctions and Export Control Laws, or would conflict with other contractual undertakings, including but not limited to financial agreements.

1.6 Neither Party shall be liable for any claims, losses or damages arising from the exercise of its rights pursuant to Appendix B.

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

FRAMEWORK AGREEMENT

DATED 9 NOVEMBER 2023

among

(1)	GEELY AUTO GROUP CO., LTD.
(2)	POLESTAR PERFORMANCE AB
	and
(3)	RENAULT KOREA MOTORS CO., LTD.

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FRAMEWORK AGREEMENT

This FRAMEWORK AGREEMENT (the "Agreement") is dated 9 November, 2023 by and between:

- Geely Auto Group Co., Ltd, Reg. No. 91330201MA2CK3LC02, a company incorporated under the laws of the People's Republic of China whose registered address is No. 818, Binhai 2nd Road, Hangzhou Bay New District, Ningbo City, Zhejiang Province, PRC ("Geely", when it refers to Geely in the Agreement, it would also include Geely Affiliate(s) entities as the case may be);
- 2. **Polestar Performance AB**, Reg. No. 556653-3096, a limited liability company incorporated under the laws of Sweden ("Polestar"), whose registered address is Assar Gabrielssons väg 9, 405 31 Göteborg, Sweden when it refers to Polestar in the Agreement, it would also include specific Polestar Affiliate(s) entities referred to in this Agreement as the case may be); and
- Renault Korea Motors Co., Ltd., Reg. No. 180111-0330380, a company duly organized and existing under the laws of Republic of Korea ("Korea") whose registered address is Renault Samsung Daero 61, Gangseo-gu, Busan, Korea (the "RKM").

Geely, Polestar and the RKM are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- (A) Geely and Polestar have entered into and will enter into a serial of agreements involving Polestar outsourcing the development and manufacturing of a Polestar branded vehicle with the project code [***] ("[***] Vehicle") to Geely, which will be manufactured in a Geely owned plant in PRC ("[***] Vehicle Base Project"); and
- (B) The Parties have agreed to cooperate in the localization of [***] Vehicle in Korea.
- (C) For the purpose of the cooperation mentioned in paragraph (B) above, the Parties have agreed to enter into this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

Unless otherwise defined in this Agreement (other than in <u>Schedule 1</u>), capitalized terms shall have the meaning set forth in <u>Schedule 1</u>.

1.1 Interpretation

- 1.1.1 Unless otherwise stated, references to Sections and Schedules refer to sections and schedules of this Agreement.
- **1.1.2** References to statutory provisions are to be construed as references to those provisions as respectively amended or re-enacted from time to time.
- **1.1.3** Where the context permits, the expressions the "**Parties**" include their respective successors, individual representatives and permitted assigns.
- **1.1.4** In construing this Agreement, references to persons include bodies corporate and unincorporated.
- **1.1.5** The table of contents and section headings are for convenience only and have no effect on the construction or interpretation of this Agreement.

- **1.1.6** Unless expressly provided otherwise, the words "**include**" and "**including**" and words of similar import when used in this Agreement shall be deemed to be followed by the words "without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word".
- **1.1.7** A "day" is a reference to a calendar day; a reference to a period of time should be construed as a period of time exclusive of the beginning day of such period, and if the last day of such period is not a Business Day, the period ends on the next day that is a Business Day.
- **1.1.8** A "month" is a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, unless there is no numerically corresponding day in the month in which that period ends, in which case that period ends on the last day in that calendar month.
- 1.1.9 Words denoting any gender shall include all genders.
- 1.1.10 Where the context requires, words importing the singular include the plural, and vice versa.

2. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 2.1 Each Party represents and warrants to the other Parties that:
- **2.1.1** <u>Organization, existence and good standing</u>: it is a company with legal person status duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation;
- 2.1.2 Authority and validity:
 - (a) it has full right, power and authority to execute and perform all its obligations under this Agreement;
 - (b) it has taken all appropriate and necessary corporate action to authorize the execution of this Agreement;
 - (c) its signatory to this Agreement is either its legal representative or its duly empowered representative; and
 - (d) this Agreement has been duly executed and delivered by it, and constitutes legal, valid and binding obligations enforceable in accordance with its terms. For the avoidance of doubt, <u>Schedule 2</u> (*Project RASIC*), <u>Schedule 3</u> (*Vehicle Project Planning*), <u>Schedule 4</u> (*The Details of Investment and Project Costs*), <u>Schedule 5</u> (*Payment Plan of Investment and Project Costs*), <u>Schedule 6</u> (*The List of Localized Parts*) and <u>Schedule 7</u> (*The List of the Necessary Data*) may change throughout the project subject to the change process set forth in Section 9.5.
- **2.1.3** <u>Government consents</u>: it has obtained all consents, approvals and authorizations necessary from the governmental authorities for the valid execution of this Agreement;
- **2.1.4** <u>Compliance with laws and regulations</u>: it has not taken any action which violates applicable laws, ordinances and regulations, resolutions, decrees and other similar laws, regulations, documents and instruments of all relevant courts and governmental authorities, bureaus and agencies, resulting in a material adverse effect on its ability to perform its obligations under this Agreement;

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- 2.1.5 <u>No bankruptcy or liquidation</u>: no steps have been taken and no legal proceedings have been commenced or threatened against it for its winding-up, for it to be declared bankrupt or insolvent or for a liquidation committee or administrator to be appointed in respect of its assets or its business;
- 2.1.6 <u>No conflict</u>: its execution and performance of its obligations hereunder will not:
 - violate any provision of its business license, articles of association or any other of its constitutional documents;
 - (b) violate any provision of law, statute, regulation or administrative decree;
 - (c) violate any provisions, or result in the breach of, any other contract or agreement to which it is a party or any unilateral commitment or undertaking which is binding on it; or
 - (d) violate any judgment or arbitration award of any tribunal to which it is subject or any order or ruling of any government or regulatory body which has jurisdiction over it or its assets.
- 2.2 Each Party undertakes to the other Parties that, during the term of this Agreement:
- 2.2.1 <u>Performance</u>: it shall have full right, power and authority and shall obtain all consents, approvals and authorizations necessary from the governmental authorities to perform all its obligations under this Agreement; its performance of its obligations hereunder will not violate any provisions, or result in the breach of, any other contract or agreement to which it is a party or any unilateral commitment or undertaking which is binding on it;
- **2.3** If any of the above representations, warranties and undertakings is not true or accurate, or unable to be performed in all material respects, the Party giving the inaccurate representation or warranty or the Party unable to perform the undertaking shall be in breach of this Agreement.

3. THE PROJECT

3.1 Background and Overview

For the sake of enhancing [***] Vehicle's competitiveness in global markets, the Parties have agreed to set up the mutual beneficial cooperation project for the localization of [***] Vehicle in Korea.

3.1.1 Definition of the Project:

- a) The Project under this Agreement shall mean the cooperation project between the Parties for the localization of [***] Vehicle in Korea but only limited to the Target Vehicle (as further defined in Section 3.2a)).
- b) For the sake of clarity, notwithstanding the foregoing, the business set-up for a complete built up manufacturing ("CBU Manufacturing" as further defined in <u>Schedule 1</u>) in the Plant in Korea shall apply to both the Target Vehicle and any future product(s) for the localization of [***] Vehicle in Korea (including but not limited to the product mentioned in Section 3.2b)). The Project should [***].
- 3.1.2 Overview of the Parties' Roles and Responsibilities:

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- a) RKM shall be responsible for leading the overall Project management with support of Geely and Polestar. The Project will follow the process and milestones set forth in <u>Schedule 3</u> (*Vehicle Project Planning*) and the deliverables for the Project at the milestones will be mutually agreed and defined between the Parties in the Definitive Agreements including but not limited to Product Engineering Service Agreement and the Production Development and Localization Service Agreement.
- b) RKM as responsible for Project Management shall be responsible under the Project RASIC for securing that the Vehicle Project Planning is followed and the agreed timing for J1/SOP is met. [***].

Geely is responsible for delivering under the Product Engineering Service Agreement and in accordance with such Definitive Agreement. Subject to the terms and conditions of the Product Engineering Service Agreement, [***]The roles and responsibilities and the job split between the Parties for the Project is set out in Schedule 2 (*Project RASIC*). The Vehicle project

planning is set out in <u>Schedule 3</u> (*Vehicle Project Planning*).

3.1.3 Project investment and cost follow-up

The Parties agree that the Project status including but not limited to investment cost, material cost, manufacturing cost and other Project cost should be followed up continuously throughout the Project and be reported in the [***]KR PPGM (as further defined in Section 9.2).

3.2 Product Planning

The Parties shall cooperate in taking all necessary steps to implement the localization of [***] Vehicle in Korea in accordance with the following:

- a) At Start of Production ("SOP") a [***](the "Target Vehicle") with CBU Manufacturing in the Plant with [***] with planned SOP ([***]. The target markets of Target Vehicle are [***].
- b) The Parties have the intention to introduce an[***] of the Target Vehicle and the Parties have agreed to jointly investigate and discuss the feasibility of the introduction of an [***] in the Plant. Without prejudice to Section 3.1.1b), the Parties will separately agree on the terms, specific activities as well as the roles and responsibilities and the detailed milestones for such potential vehicle.
- c) Further, the Parties have the intension to jointly investigate [***]. The Parties will separately agree on the terms, specific activities as well as the roles and responsibilities and the detailed milestones for such markets.

3.3 Project Reference Volume

3.3.1 The projected production volumes for the Project (the "**Project Reference Volume**") are set out in the table below.

[***]

- **3.3.2** RKM will make available capacity in the Plant for manufacturing of the Project Reference Volumes set forth in the table above.
- 3.3.3 The Manufacturing and Vehicle Supply Agreement shall include a detailed description of the

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volume and production planning process to be applied between RKM and Polestar.

3.4 Development of the Target Vehicles

- 3.4.1 Product Engineering:
 - a) <u>Vehicle Product Engineering</u>: Geely shall perform the engineering design, adaption as work related to the Target Vehicles with RKM support (the "Vehicle Product Engineering"). The activities shall be performed in accordance with the <u>Schedule</u> <u>2</u> (*Project RASIC*) and subject to the terms and conditions of the Product Engineering Service Agreement. Geely has the intention to delegate more activities to RKM for which the scope and resources will be discussed and defined in the Definitive Agreements.
 - b) Cost of Product Engineering: The costs associated with the Vehicle Product Engineering shall be borne by Polestar in accordance with the Product Engineering Service Agreement to be entered into by and between the Polestar and Geely. The estimated cost for Product Engineering is outlined in <u>Schedule 4</u> (*the Details of Investment and Project Costs*). The estimated cost may be reviewed and adjusted due to changes in the Project RASIC agreed in accordance with the changes process set forth in Section 9.5. Polestar and Geely will agree on the payment plan for the cost of Vehicle Product Engineering in the Product Engineering Service Agreement.

3.4.2 <u>Production Development</u>:

- a) <u>Vehicle Production Development</u>: RKM shall perform the development and the industrialization of the production process for the Target Vehicles, with Geely's support, in Busan, Korea (the "Plant") and related process engineering (the "Vehicle Production Development"). RKM shall also perform the sourcing and quality assurance of Localized Parts. The activities will be performed in accordance with the <u>Schedule 2</u> (*Project RASIC*) and subject to the terms and conditions under the relevant Definitive Agreement and Ancillary Agreement.
- b) <u>Cost for Vehicle Production Development</u>: Polestar shall bear the costs of the Vehicle Production Development in accordance with the Manufacturing and Vehicle Supply Agreement and the Vehicle Production Development Service Agreement to be entered into between Polestar and RKM. The estimated cost for Vehicle Production Development is surflined in Schedule 4 (The Details of Investment and Cost for Vehicle Production Development is surflined in Schedule 4 (The Details of Investment and Cost for Vehicle Production Development is surflined in Schedule 4 (The Details of Investment and Cost for Vehicle Production Development is surflined in Schedule 4 (The Details of Investment and Cost for Vehicle Production Development is surflined in Schedule 4 (The Details of Investment and Cost for Vehicle Production Development is surflined in Schedule 4 (The Details of Investment and Cost for Vehicle Production Development is surflined in Schedule 4 (The Details of Investment and Cost for Vehicle Production Development is surflined in Schedule 4 (The Details of Investment and Cost for Vehicle Production Development is surflined in Schedule 4 (The Details of Investment and Cost for Vehicle Production Development is surflined in Schedule 4 (The Details of Investment and Cost for Vehicle Production Development is surflined in Schedule 4 (The Details of Investment and Cost for Vehicle 4 (The Details of Investment and Cost for Vehicle 4 (The Details of Investment and Cost for Vehicle 4 (The Details of Investment and Cost for Vehicle 4 (The Details of Investment and Cost for Vehicle 4 (The Details of Investment and Cost for Vehicle 4 (The Details of Investment and Cost for Vehicle 4 (The Details of Investment and Cost for Vehicle 4 (The Details of Investment and 4 (Th

Project Costs).

- 3.4.3 <u>Mutual Cooperation</u>: Polestar, Geely and RKM shall cooperate with each other in connection with the Vehicle Product Engineering and Vehicle Production Development in accordance with what is set forth in the Project RASIC and the terms and conditions under the relevant Definitive Agreement and Ancillary Agreement.
- **3.4.4** Design Change: All Parties have the right to issue a change request for a design change according to the change process set out in the Section 9.5. For the sake of clarity, for any request of design change, such change shall be approved by Geely.

3.5 Manufacturing of the Vehicles.

3.5.1 <u>General:</u> RKM shall produce the Target Vehicles in the Plant. The Plant undertakes to assemble the Target Vehicle including a CBU Manufacturing in strict conformity with the Technical Specification and shall never implement any product changes, modification or

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substitutions of parts unless instructed in accordance with the change procedures set forth in Section 9.5.

3.5.2 Manufacturing Efficiency:

RKM will work continuously and cooperate to improve efficiencies in manufacturing and assembly of the Vehicle to the extent such improvement is practical and achievable for RKM.

3.6 Procurement

- 3.6.1 Overview:
 - a) RKM and Geely will be responsible for sourcing in accordance with <u>Schedule 2</u> (*Project RASIC*). Geely is responsible for KD Parts procurement and RKM shall lead the sourcing for Localized Parts with Geely's support.
 - b) The Parties should jointly agree on specific KPIs (quality, cost, delivery and sustainability).
- 3.6.2 Localization Strategy:

The Parties have agreed on the list of Localized Parts as set out in <u>Schedule 6</u> (*The List of Localized Parts*). For the sake of clarity, any change to the list of Localized Parts should follow the change process set forth in Section 9.5.

3.6.3 Material Cost Target:

- Localized Parts: Material cost target shall be provided to RKM by Polestar and sourcing decisions will be approved by Polestar on a part by part level on a business case basis. [***]
- b) KD Parts: Material cost target equivalent to t[***]Geely and RKM will work continuously and cooperate to improve part cost efficiencies of the Target Vehicle to the extent such improvement is practical and achievable.

3.7 Quality and Certification

- 3.7.1 Overview:
 - a) The Parties recognize that the quality of the Target Vehicle is of essence for Polestar and that the Definitive Agreements shall include terms and a detailed process for quality and certification based on the principles set forth in this Section 3.7.
 - b) The Quality Targets for the [***] Vehicle Base Project is attached in <u>Schedule 10</u> (*Quality Targets*). These quality targets should be used as a reference for the Quality Targets to be agreed between the Parties for the Target Vehicle.
- 3.7.2 Vehicle Non-Conformity, Quality Defects and Suppliers' Recovery:

The Parties should work together to analyze and resolve quality related issues and shall jointly develop and agree on a detailed RASIC based on the following principles:

 Geely is responsible for product design related defects and responsibility is regulated by the existing Development Service Agreement, the Product Engineering Service Agreement and future agreements on model year updates or change management

between Polestar and Geely.

- b) RKM is responsible for defects originating from Busan Plant Manufacturing. The scope of the responsibilities and liability cap will be defined and agreed in the Manufacturing and Vehicle Supply Agreement.
- c) RKM and Geely are responsible for handling claims originating from defective parts of their respective suppliers. The actual compensation received from the suppliers should be passed on Polestar. The detailed process and the cost for supplier recovery will be defined and agreed between the Parties in the Definitive Agreements.
- d) Geely is responsible for [***].
- e) RKM is responsible for [***].
- f) Geely will be responsible for the design and release of solutions, with approval of Polestar and RKM, to product related quality issues. The terms and cost for the work will be defined and agreed in a separate Ancillary Agreement.
- g) RKM will be responsible for the design and release of solutions, with the approval of Polestar and Geely, to manufacturing related quality issues. The terms and cost for the work will be defined and agreed in the Manufacturing and Vehicle Supply Agreement.
- If the quality issue is related to both product and manufacturing or if the issue is very urgent the Parties should cooperate to find an efficient solution.
- Geely will, subject to further agreement, grant access for Polestar to technical data for Polestar to be able to manage the quality related process in accordance with this Section 3.7.2.
- 3.7.3 Field Services Actions and Authorities' Investigations:
 - a) For the avoidance of doubt, Polestar shall approve in due time all communication to external parties and authorities. Polestar shall also decide on all field service actions (including recalls) and instruct RKM in their related communication to concerned parties and authorities. RKM shall in turn, relay to Polestar, all communications from any authority, related to questions or investigations regarding Polestar products, without delay and without altering the content.
 - Polestar and RKM agree that for the specific case of recalls in the Korean market, the decision of field service actions should be made jointly and in compliance with local regulation.
- 3.7.4 Product Certification:
 - a) [***]. The estimated cost is included in the project cost outlined in <u>Schedule 4</u>.
 - b) [***]

3.8 Aftersales Spare Parts and Services

- **3.8.1** The Parties agree that the supply of aftersales spare parts of the Target Vehicle shall be managed by Geely for Dual-sourced Parts and RKM for the Unique Localized Parts.
- 3.8.2 Geely and RKM shall communicate to the Polestar all necessary information as required by

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applicable laws and in accordance with the terms of the Definitive Agreements to perform certain aftersales service.

3.8.3 The detailed conditions shall be agreed in the relevant Aftersales Spare Parts Supply Agreements and the Ancillary Agreement regarding aftersales services between the Parties separately.

3.9 Data sharing to perform the Project

A list of data requested by RKM for the execution of the Project is attached in <u>Schedule 7</u> (*The List of the Necessary Data*). The Parties will in good faith review the list in <u>Schedule 7</u> (*Necessary Data*) for the purpose of securing the most efficient manufacturing process development. The Parties should agree on fee, if any, payable to Geely relating to the Necessary Data (including updates). Data already paid for by Polestar under other relevant agreements should not be subject to an additional fee.

4. PROJECT AGREEMENTS

4.1 This Framework Agreement sets the framework for inter alia the localization of the Target Vehicle, the production and supply of Polestar Vehicles in the Plant as well as the financial arrangements agreed between the Parties. Due to the Parties' cooperation mode, Parties have entered into and will enter into different agreements for the different functions and phases of the Project.

4.2 Definitive Agreements

In the event that there are any contradictions or inconsistencies between this Framework Agreement and any of the Definitive Agreements, the Parties agree that the Definitive Agreements shall prevail unless the contractions or inconsistencies affect a Party not Party to the Definitive Agreement. In such, the Framework Agreement shall prevail until the Parties have agreed otherwise.

4.2.1 The Definitive Agreements will include:

[***]

(collectively, the "Definitive Agreements")

4.2.2 The signing plan of the Definitive Agreements is set forth in <u>Schedule 9</u>.

4.3 Ancillary Agreements

The Parties acknowledge and agree to make their respective commercially reasonable efforts to enter into, or have its applicable Affiliate enter into, such ancillary agreement (such agreements other than this Agreement or the Definitive Agreements, the "Ancillary Agreements") as the Parties deem necessary and appropriate for the Project.

5. INVESTMENTS

- 5.1 Overview
- **5.1.1** The general principle is that the costs for the production of the Target Vehicles in the Plant shall be borne by Polestar under the Manufacturing and Vehicle Supply Agreement and thus covered by the price to be paid for the Target Vehicles thereunder, calculated in accordance with the principles set forth in the Manufacturing and Vehicle Supply Agreement. Notwithstanding the aforementioned, the Parties acknowledge and agree that the production

of the Target Vehicles is dependent upon the allocation of initial investments and payments as set out in this Section 4.

- **5.1.2** The details of the investments including the estimated amounts and payment plan are outlined in <u>Schedule 4</u> (*the Details of Investment and Project Costs*) and <u>Schedule 5</u> (*Payment Plan of Investment and Project Costs*).
- **5.1.3** RKM and Polestar have agreed that RKM [***]. Approval of sourcing shall be done in accordance with the <u>Schedule 2</u> (*Project RASIC*).
- **5.1.4** By entering into this Agreement, the Parties acknowledge that (i) they have entered into a binding agreement relating to the investments within the scope set out herein that are required to enable the production of the Target Vehicles and (ii) that the Parties have agreed on the pricing methodology further outlined in Section 6.1 below.

5.2 Vendor Tooling and the Plant In-house Specific Investments

- **5.2.1** Vendor Tooling and the Plant In-house Specific investment shall be directly invested by Polestar. [***].
- 5.2.2 RKM and Polestar recognize that a[***].
- 5.3 Plant Non-specific Investments
- **5.3.1** Plant Non-specific Investments shall be invested by RKM and recharged to Polestar in the Target Vehicle price on the volume to be agreed by RKM and Polestar.
- 5.3.2 RKM and Polestar recognize that [***].
- 5.4 IS/IT

To the extent of the amount agreed in the quotation as set forth in <u>Schedule 5</u> (*Payment Plan of Investment and Project Costs*), each Party is responsible for performing their respective IS/IT development and adaptation work required for the Project. The Parties will in good faith discuss and agree how to manage additional cost, if any, relating to IS/IT.

6. BUSINESS TERMS

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6.1 Pricing of Target Vehicle

The principles for calculating the arm's length prices of the Target Vehicle are specified in the table below. Only for the purpose of this Section 6.1, the capitalized terms used in the table below shall have the meaning set forth in this Section 6.1.

[***]

6.2 [***]Pricing of KD Parts

The KD Parts pricing will be agreed between the Parties. The KD Parts Supply Agreement to be entered into between RKM and Geely should be subject to Polestar's approval and such approval should not be unreasonably withheld.

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6.3 Payment Terms, Incoterms and Currency

- 6.3.1 The Parties will [***]
- 6.3.2 <u>Complete Target Vehicles:</u>
 - a) Invoice for a Target Vehicle shall be issued by RKM to Polestar when the complete Target Vehicle has been delivered in accordance with Section 6.3.2 [***]).
 - b) The invoicing and payment shall be made in KRW by bank transfer, unless otherwise agreed between RKM and Polestar.
 - c) All amounts and payments referred to are exclusive of VAT, and any other taxes, for example withholding tax and surcharges. VAT is chargeable on all invoiced amounts only when required by local law and shall be borne by the Polestar. Polestar may appoint a Third Party to handle the requisite VAT registration and recovery.

6.3.3 Vehicle Delivery Terms:

- Unless otherwise agreed between the Parties, the delivery of the Target Vehicles shall take place at[***]agreed between the Parties.
- RKM shall notify Polestar when a Target Vehicle is Factory Complete by registering the Target Vehicle as Factory Complete in the system used by the Parties for such communication.
- c) Title and risk of loss or damage of the Target Vehicle with respect to each Target Vehicle passes to Polestar at the moment of invoicing in accordance with this Section.
- d) The working procedure [***] shall be agreed separately by the Parties.

6.3.4 KD Parts:

- Geely shall sell and RKM shall purchase certain quantities of KD Parts to be ordered by RKM for which the detailed terms shall be agreed in the KD Parts Supply Agreement to be entered into between Geely and RKM.
- For the avoidance of doubt, the KD Parts shall only be used by RKM in the assembly of the Target Vehicles in the Plant.
- c) The KD parts shall be ordered on an individual part ordering basis and aligned with the Target Vehicle ordering plan.
- d) The delivery of KD Parts shall [***]t.
- e) Geely shall [***]
- f) The KD parts shall be invoiced in [***].

6.4 Delay of delivery of Vehicles

- **6.4.1** RKM and Polestar agree that RKM, under the Supply and Manufacturing Agreement, shall take all reasonable measures to deliver the Factory Complete Target Vehicles on time and to the quantities agreed in accordance with the agreed volume planning process.
- **6.4.2** If a delay of the delivery of the Target Vehicle is caused by a component and parts supplier, RKM and Geely shall, to the extent possible, procure that such component and parts supplier

takes appropriate measures and remedy the delay.

- **6.4.3** In the event the quantity of Target Vehicle produced for a certain month is less than the ordered volume of Target Vehicles for such month, [***].
- 6.4.4 [***].
- **6.4.5** [***].
- **6.4.6** Notwithstanding the aforementioned, [***].
- 6.4.7 The principle, [***].

6.5 CO2 Credit

In case RKM would have a surplus of CO2 credit arising from the sales of the Target Vehicle in the Korean market, and in case such surplus being traded to generate revenues for RKM, Polestar and RKM should agree on the principles for sharing of such revenues.

7. TAKE OR PAY, EXIT COST AND CAPACITY COMPENSATION

7.1 The Principle of Take or Pay

7.1.1 RKM and Polestar have agreed that the following principle of "Take or Pay" should apply should Polestar order less volume of the Target Vehicles than the Project Reference Volume as set forth in Section 3.3:

[***]

7.1.2 The details for such a repayment should be agreed between RKM and Polestar in the Manufacturing and Vehicle Supply Agreement. However, R[***]

7.2 Exit Costs

- 7.2.1 Should Polestar terminate the Project [***].
- 7.2.2 Should Polestar terminate the Project for reasons other than [***]:
 - a) [***];
 - b) [***]2;
 - c) [***].
- **7.2.3** RKM and Geely agree to make their best efforts to minimize the costs and potential claims related to Polestar exit.
- **7.2.4** Unless otherwise agreed by the Parties, should Polestar not request any production volume for any year, Polestar shall be considered to have exited the Plant (the "**Exit**"). In such event, Polestar should compensate RKM according to the principles set in this Section 7.2.

7.3 Capacity Compensation

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In case RKM, for any reason, should not be able to provide Polestar with annual production capacity equal to the Project Reference Volume set forth in Section 3.3, RKM should notify Polestar in writing as soon as reasonably possible. RKM and Polestar should negotiate in good faith and if possible, agree on an adjustment of the production plan. Should an adjustment of the Project Reference Volume plan not be possible, or the agreed adjustment of the production plan does not [***]:

- a) [***].
- b) [***].

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Right to use

811 Subject to Section 8.2 and Section 8.3 to perform the Project RKM shall have access to all

necessary technical documentation (as set out in respective Definitive Agreement(s) or Ancillary Agreement(s)) required for the purpose of the Target Vehicle production and parts localization.

8.2 Background IP

- 8.2.1 Each Party shall remain the sole and exclusive owner of all its Background IP. Nothing contained in this Agreement or Definitive Agreement(s) shall be construed as granting or conferring to one of the Parties any right by license or otherwise to the Background IP except as explicitly stated herein or in the relevant Definitive Agreement(s). To the extent a license is necessarily required by a Party to perform its obligations explicitly stated herein or in the relevant Definitive Agreement(s), the Party who owns such Background IP hereby agrees to grant the other Parties a license to use such Background IP for the purpose of the Project as described within this Agreement, in accordance with the terms and conditions to be further agreed by relevant Parties in the relevant Definitive Agreement(s), Ancillary Agreement(s) and/or already agreed in other applicable agreements connected to the [***] Vehicle.
- **8.2.2** Nothing in this Agreement or Definitive Agreement(s) shall be deemed in any way to constitute an assignment of, or license to use, any Trademarks of either Party except as explicitly stated herein or in the relevant Definitive Agreement(s).

8.3 Foreground IP

Unless otherwise agreed in the Definitive Agreement or Ancillary Agreement, any Intellectual Property and Know-how developed or created on the Background IP arising from this Project ("Foreground IP") shall be owned by the Party who owns the underlying Background IP. To the extent a license is necessarily required by a Party to perform its obligations explicitly stated herein or in the relevant Definitive Agreement(s) or Ancillary Agreement(s), the Party who owns such Foreground IP hereby agrees to grant the other Parties a license to use such Foreground IP for the purpose of the Project as described within this Agreement, in accordance with the terms and conditions to be further agreed by relevant Parties in the relevant Definitive Agreement(s).

9. GOVERNANCE AND CHANGES

9.1 Governance

9.1.1 The Parties shall act in good faith in all matters and shall at all times co-operate in respect of changes to this Project as well as issues and/or disputes arising under this Project, as further

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presented in Schedule 8 (Governance).

9.1.2 The governance and co-operation among the Parties in respect of this Project shall primarily be administered on an operational level.

9.2 [***]KR Polestar Program Governance Meeting ("[***]KR PPGM")

- **9.2.1** Key program status report and decisions (including changes to the Project) shall be managed by the [***]KR PPGM.
- **9.2.2** For the Project, the Parties should be represented in the [***]KR PPGM by minimum three (3) members having sufficient authority, consisting of one (1) representative of Geely, and one (1) representative of the Polestar, and one (1) representative of the RKM; provided, that such members may invite additional participants (but not as member) for meetings as they deem necessary and appropriate.

9.3 [***]KR Steering Committee

- **9.3.1** <u>Steering Committee Constitution</u>. The Parties agree to set up the [***]KR Steering Committee jointly composed of three (3) members, consisting of one (1) representative of Geely who has sufficient authority at Geely, and one (1) representative of the Polestar (who shall be the CEO/COO of Polestar), and one (1) representative of the RKM (who shall be the CEO of RKM); provided, that such members may invite additional participants (but not as member) for meetings as they deem necessary and appropriate. Any member of the [***]KR Steering Committee can delegate.
- 9.3.2 Meetings. The [***]KR Steering Committee shall hold meetings [at least once a quarter or more frequently as the members of the [***]KR Steering Committee shall agree]; provided, that such meeting may be held in person or by remote conference. At such meetings, the members of the [***]KR Steering Committee shall discuss overall management and progress of the Project, any issues escalated to [***]KR Steering Committee from [***]KR PPGM or otherwise deemed appropriate by the members of the [***]KR Steering Committee. Any member of the [***]KR Steering Committee may hold the meetings by sending a written notice no later than 2 weeks prior to the scheduled meetings and define the agenda as he or she deems appropriate. The minutes of [***]KR Steering Committee shall be agreed and distributed among the Parties.

9.4 Escalation

- **9.4.1** In the event the relevant Parties on an operational level cannot agree upon inter alia the prioritization of development activities or other aspects relating to the co-operation between the Parties, each Party shall be entitled to escalate such issue to the [***]KR PPGM.
- **9.4.2** If the [***]KR PPGM fails to agree within 30 Business Days upon a solution of the disagreement the relevant issue should be escalated to the [***]KR Steering Committee for decision.
- **9.4.3** If the [***]KR Steering Committee fails to agree within 90 Business Days upon a solution of the disagreement the relevant issue should be escalated to the Polestar, Geely and Renault Group level CEO Committee for decision.

9.5 Changes

9.5.1 Each Party can request changes to the Project, including but not limited to changes in <u>Schedule</u> 2 (*Project RASIC*), <u>Schedule 3</u> (*Vehicle Project Planning*) and <u>Schedule 6</u> (*The List of*

Localized Parts), which shall be handled in accordance with the governance procedure set forth in Section 9 above with the [***]KR PPGM as first instance. Parties agree to act in good faith to address and respond to any change request within a reasonable period of time.

9.5.2 The Parties acknowledge that Parties will not perform in accordance with such change request until agreed in writing among the Parties. For the avoidance of any doubt, until there is agreement about the requested change, all work shall continue in accordance with the existing agreements and relevant service specification.

10. RESPONSIBLE BUSINESS

10.1 Compliance with laws and Code of Conduct

- 10.1.1 Each Party shall comply with the laws, rules, and regulations of PRC, Korea, US, Canada and all other applicable laws, rules, and regulations of any other jurisdiction which the Vehicles are sold to end customers as duly notified by Polestar to Geely and RKM by prior written notice when performing their respective obligations under this Agreement the country/countries where it operates and all other laws, rules, and regulations of any other jurisdiction which is or may be applicable to the business and the activities of the Parties in connection with this Agreement. And Geely and RKM each Party shall, at their own expense, obtain any and all permits, licenses, authorizations, and/or certificates that may be required regulatory or administrative agency in connection with the conduct of their business, and/or which are necessary for them to perform their obligations under the Agreement necessary to perform their obligations under this Agreement. However, to the extent required by Polestar and outside the normal business course of Geely and/or RKM, Polestar shall bear the expenses for such licenses, authorizations, certificates, etc. required by applicable laws, regulations, and regulations (such as the European Union Battery Law labor rights Act) for the performance of obligations under this Agreement, if Geely and/or RKM needs to carry out traceability, investigation, due diligence and other related work under this Section 10.1.1.
- 10.1.2 Without limiting the generality of the foregoing, the Parties shall use best commercial effort to, and shall use best commercial effort to cause their sub-tier suppliers to, at all times comply with applicable laws, regulations and statutory requirements including but not limited to those relating to the protection of people's free enjoyment of labour laws, i.e. such national laws regulating working conditions, work place health and safety, discrimination and the right to freedom of association and collective bargaining(The trade unions and employee representative organizations); internationally recognized human rights contained in the International Bill of Human Rights (i.e. the Universal Declaration of Human Rights, the International Covenant on Economic, Social and Cultural Rights); Ten Principles of the United Nations Global Compact (UNGC) covering human rights, labour standards, the environment and anti-corruption; [***]; where relevant, United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP); and the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. To the extent required by Polestar and outside the normal business course of Geely and/or RKM the related expenses incurred relating to this Section 10.1.2 shall be borne by Polestar (i.e. conflict minerals traceability costs, supply chain due diligence and other related costs).

- **10.1.3** Geely and RKM have been provided with and reviewed a copy of Polestar's Code of Conduct for Business Partners, attached to this Agreement as Schedule 11, which is fundamental to Polestar' business and values, and each agree that they and their officers, directors, and employees shall comply with the provisions of Polestar's Code of Conduct for Business Partners or similar principles when performing their obligations under this Agreement.
- **10.1.4** In case of conflicts or inconsistency between Polestar's Code of Conduct for Business Partners and applicable laws and/or regulations, or any other legitimate interest of a Party and/or its Affiliates, or clause of this Agreement, the latter including the clauses of this Agreement shall prevail; and if there is no relevant provision in the clauses of this Agreement, the Parties shall engage in friendly negotiations.

10.2 Environment, substance and materials reporting and compliance

10.2.1 Geely and RKM respectively acknowledge that it is important to Polestar that manufacture, and sale of Polestar products be as efficient and sustainable as possible in terms of its impact on the environment. Geely and RKM shall comply with the requirements stated in the sustainability instruction which is to be duly agreed among the Parties in writing in the Definitive Agreements.

Geely and RKM shall be obliged to and oblige their suppliers to consider the aspects of human rights, safety, environment and a considerate handling of energy.

- **10.2.2** Geely and RKM respectively use their best commercial effort to ensure that none of the materials supplied originated in or were secured from a country, organization, or individual subject to sanctions by the United States, the United Kingdom, the European Union, or the United Nations, nor do they include any content that would be regulated under the U.S. Conflict Minerals Law, involve conflict timber, or use any form of forced or child labour whatsoever.
- **10.2.3** Geely and RKM respectively shall use commercially reasonable efforts to send to Polestar copies of information that relates to the components and parts of the Target Vehicle, their composition, and hazardous materials used in making the Target Vehicle or that Polestar reasonably needs to comply with environmental laws, or is needed, to enable compliance with requirement of an Authority in the country where the sale is made) relating to the hazardous, toxic or other content or nature of the components and parts of the Target Vehicle, or the ability to recycle the components and parts of the Target Vehicle.
- **10.2.4** Geely and RKM shall use commercially reasonable efforts to comply with Polestar's requirements relating to use (or prohibition on use) of certain materials and substances in the Target Vehicle and utilize and comply with applicable laws and regulation concerning reporting processes and requirements relating to data, materials or other information such IMDS database described in this Agreement. Any new sourcing of Localized Parts should follow the same sustainability requirements according to what is stated in Section 10.2.1.

10.3 Cyber security

- 10.3.1 RKM undertakes to have a reasonable cyber security production control plan in place and shall provide reasonable evidence to Polestar upon Polestar's request that reasonable cyber security controls are applied and implemented by the Plant in due course, all of which shall be in line with requirements of UN ECE Regulation 155 (Uniform provisions concerning the approval of vehicles with regards to cyber security and cyber security management system).
- **10.3.2** Notwithstanding the generality of the foregoing, RKM shall comply with ISO27000 (information security standards published jointly by the International Organization for

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Standardization and the International Electrotechnical Commission) to mitigate any risk relating to cyber security for the purpose of performing under this Agreement. Polestar recommends RKM to follow and comply with the relevant requirements of IEC62443 (international series of standards that address cybersecurity for operational technology in automation and control systems).

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10.4 Export control, sanctions and customs rules

- **10.4.1** RKM shall use commercially reasonable efforts to procure the information from their component suppliers and thereafter to provide Polestar and Geely such information and documentation necessary or useful for Polestar or Geely comply with laws relating to import, export or re-export of goods.
- **10.4.2** Each Party represents and warrants to each other that it, any of its Affiliates, officers, directors, or employees:

- (2)[***].
- 10.4.3 [***].
- 10.4.4 [***].
- 10.5 Anti-Corruption
- 10.5.1 Each Party represents and warrants that it and its directors and officers have conducted and will conduct their operations and transactions, in particular those related to the Agreement, in compliance with all applicable laws, regulations and rules relating to anti-money laundering, anti-bribery and anti-corruption, including the US Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, and all other applicable laws prohibiting bribing government officials and private persons (the "Criminal Laws"), and any legislation implementing the United Nations Convention Against Corruption, the United Nations Transnational Organized Crime Convention; or the Organization for Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, provided that the detailed scope of Criminal Laws and above legislation shall be reviewed separately.
- 10.5.2 Each Party represents and warrants that it has implemented policies and procedures aiming at preventing corruption and bribery, including effective sanctions against any activity of its directors, officers and employees that might be considered a corrupt or illegal practice under the Criminal Laws.

10.6 Consequences of non-compliance

10.6.1 Each Party shall promptly notify the other Parties if a Party knows or has reason to believe that a breach of the Code of Conduct for Business Partners or any provision of this Section 10 has occurred in connection with this Agreement, or if a Party or any owner, officer, or director thereof comes under investigation or is convicted of any serious offense (defined as a felony or its equivalent) or if any owner, officer, director or employee comes under investigation or is convicted of any offense in connection with the Agreement.

11. INDEMNIFICATION

If a Party is in breach of any of its obligations under this Agreement, the breaching Party shall indemnify the other Party for any actual and direct damages, loss, cost or expense or additional obligation (including any obligation to pay money) suffered or incurred by the non-breaching Party as a result of the breach.

12. CONFIDENTIALITY

12.1 The Parties shall take any and all necessary measures to comply with the security and

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confidentiality procedures of the other Parties.

- **12.2** All Confidential Information shall only be used for the purposes comprised by the fulfilment of this Agreement. Each Party will keep in confidence any Confidential Information obtained in relation to this Agreement and will not divulge the same to any Third Party, unless the exceptions specifically set forth below in this Section 12.2 below apply, or when approved by the other Party in writing, and with the exception of their own officers, employees, consultants or sub-contractors with a need to know as to enable such personnel to perform their duties hereunder. This provision will not apply to Confidential Information which the Receiving Party can demonstrate:
 - a) was in the public domain other than by breach of this undertaking, or by another confidentiality undertaking;
 - b) was already in the possession of the Receiving Party before its receipt from the Disclosing Party;
 - c) is obtained from a Third Party who is free to divulge the same;
 - d) is required to be disclosed by mandatory law, court order, lawful government action or applicable stock exchange regulations; or
 - e) is developed or created by one Party independently of the other, without any part thereof having been developed or created with assistance or information received from the other Party.

- **12.3** The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as the Receiving Parts uses to protect its own Confidential Information of similar nature, to prevent the dissemination to Third Parties or publication of the Confidential Information. Further, each Party shall ensure that its employees and consultants are bound by a similar duty of confidentiality and that any subcontractors taking part in the fulfilment of that Party's obligations hereunder, enters into a confidentiality undertaking containing in essence similar provisions as those set forth in this Section 12.
- 12.4 Any tangible materials that disclose or embody Confidential Information should be marked by the Disclosing Party as "Confidential," "Proprietary" or the substantial equivalent thereof. Confidential Information that is disclosed orally or visually shall be identified by the Disclosing Party as confidential at the time of disclosure, with subsequent confirmation in writing within 30 days after disclosure. However, the lack of marking or subsequent confirmation that the disclosed information shall be regarded as "Confidential", "Proprietary" or the substantial equivalent thereof does not disqualify the disclosed information from being classified as Confidential Information.
- 12.5 For the avoidance of doubt, this Section 12 does not permit disclosure of source code to software, and/or any substantial parts of design documents to software, included in the Foreground IP, to any Third Party, notwithstanding what it set forth above in this Section 12. Any such disclosure to any Third Party is permitted only if approved in writing by the Disclosing Party.

13. TERM AND TERMINATION

13.1 Effectiveness

This Agreement becomes effective on the date of signature of this Agreement and shall remain in full effect until the first anniversary after the End of Production unless mutually terminated by the Parties or terminated pursuant to Section 13.2 or Section 13.3 below.

13.2 Termination

This Agreement may be early terminated with immediate effect:

- a) by a non-breaching Party if any other Party breaches any provision of this Agreement which will result in material adverse impact on the Project, and has failed to remedy such breach within sixty (60) days of receipt of a written notice from the nonbreaching Party specifying such breach in question and requesting that such breach be remedied;
- b) by any Party (other than the bankrupt Party) if any other Party commences proceedings under applicable bankruptcy laws or dissolution, insolvency, liquidation or if any such proceeding is commenced against such other Party which remains undismissed for one hundred and eighty (180) days;
- by any Party in case of prolonged Force Majeure under the circumstances set out in Section 14, leading to the failure of realizing the purpose of the Agreement;

13.3 Cross-termination

If any of the Definitive Agreements needs to be terminated due to a material breach or any insolvency or bankruptcy event of either Party or its Affiliates pursuant to the terms and conditions thereof, the non-breaching Party(ies) shall be entitled to escalate, among others, the

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following matters according to the escalation principles set forth under Section 9 above, with the [***]KR PPGM as first instance, for a decision which shall be binding upon the Parties:

- a) any termination of or amendment to a Definitive Agreement or this Agreement;
- any possible measures or solutions for mitigating the negative consequences, whether in conjunction with or separate from such termination or amendment; and
- c) any compensation payable by a breaching Party to the non-breaching Party(ies).

13.4 Consequences of termination

13.4.1 Existing rights and obligations: Termination of this Agreement shall not affect the rights and obligations of the Parties incurred prior to such termination or caused by such termination.

which shall survive such termination until the expiration of the applicable statute of limitations under the applicable laws.

- **13.4.2** Indemnification: To the extent the termination of this Agreement is attributable to a Party's breach of this Agreement then such Party shall compensate the non-breaching Parties against the losses and damages suffered by the non-breaching Parties in accordance with Section 11.
- **13.4.3** Survival: Sections 11 (Indemnification), 12 (Confidentiality), 13.4.3 (Survival), 15 (Governing Law), 16 (Settlement of Disputes) and other Sections hereof which by their nature are intended to survive, shall survive the termination of this Agreement.

14. FORCE MAJEURE

- 14.1 A Party shall not be liable to the other Parties for any loss, injury, delay, damages or other casualty suffered or incurred by the latter due to Force Majeure, and any failure or delay by any Party in performance of its obligations under this Agreement due to Force Majeure shall not be considered as a breach of this Agreement.
- **14.2** The Party suffering Force Majeure shall notify the other Parties in writing promptly after the occurrence of such Force Majeure and shall, to the extent reasonable and lawful, use its best efforts to remove or remedy such cause.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Singapore.

16. SETTLEMENT OF DISPUTES

16.1 Consultations and Arbitration

- **16.1.1** Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, in accordance with the Rules of Singapore International Arbitration Centre, by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Singapore International Arbitration Centre. The language to be used in the arbitral proceedings shall be English.
- **16.1.2** Irrespective of any discussions or disputes between the Parties, each Party shall always continue to fulfil its undertakings under this Agreement unless the arbitral tribunal decides otherwise.

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- **16.1.3** In any arbitration proceeding, any legal proceeding to enforce any arbitration award, or any other legal proceedings between the Parties relating to this Agreement, each Party expressly waives the defence of sovereign immunity and any other defence based on the fact or allegation that it is an agency or instrumentality of a sovereign state. Such waiver includes a waiver of any defence of sovereign immunity in respect of enforcement of arbitral awards and/or sovereign immunity from execution over any of its assets.
- **16.1.4** All arbitral proceedings as well as any and all information, documentation and materials in any form disclosed in the proceedings shall be strictly confidential.

17. PERSONAL DATA PROTECTION

- 17.1 In the context of their contractual relations, the Parties undertake to comply with their obligations arising from the application of the applicable laws regarding Personal Data. Notwithstanding the foregoing, for this project, the obligations of each party shall be referred to the "R" part of the RASIC principle as agreed among the Parties.
- 17.2 In the event that a Party is required to collect and process the identification data of the legal representative and employees of the other Party for the purpose of concluding and performing this Agreement, and more broadly for the management of their contractual relations, by way of derogation from the following stipulations, each Party acts as an independent Data Controller. Accordingly, each Party shall be responsible for collecting processing, sharing and transferring the Personal Data in accordance with the Applicable Laws on Personal Data and in particular for collecting and sharing consent (if applicable) or to respond to Data Subjects rights (access, rectification, erasure, etc.).
- **17.3** In the event the Parties are required to collect and process Personal Data for other purposes than the above-mentioned one, the Parties shall conclude a specific data protection agreement.

18. AUDIT RIGHTS

18.1 RKM, to the extent permitted by applicable law, shall permit and shall cause their sub-tier component suppliers to permit, one or more of Polestar and its designated representatives to conduct an audit of, and inspect the premises of RKM and their sub-tier suppliers (but excluding Geely and Geely's Affiliates, each an "Auditee" for purposes of this Section 18) on at least five days' notice to determine whether Auditee has complied with its obligations under or in connection with the Agreement. If Polestar reasonably believes that advance notice will interfere with Polestar verifying whether Auditee has complied with its obligations under the Agreement. Auditee will permit an audit without advance notice. Polestar will be responsible

for the cost of each such audit, unless the audit shows that Auditee has breached one or more obligations under the Agreement, in which case the Auditee will be responsible for the cost of any such audit. Polestar should strive to limit the number of audits per year.

- 18.2 RKM, to the extent permitted by applicable law, shall cooperate with and shall cause their subtier suppliers (but excluding Geely and its Affiliates) to cooperate with, Polestar and its designated representatives in conduct of an audit under this Section 18 and shall provide, and shall cause its sub-tier suppliers (but excluding Geely and its Affiliates) to provide, Polestar with access to all premises, information and personnel that Polestar reasonably requests to have access to. Auditee may withhold information only if Auditee demonstrates that disclosing that information would be unlawful, would violate stock exchange regulations, or would breach a confidentiality obligation contained in a contract between Auditee and anyone other than one of its sub-tier suppliers.
- 18.3 During the term of this Agreement and two years thereafter or as long as required by law, whichever is longer, RKM shall maintain, and shall try its best commercial effort to cause its

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sub-tier suppliers (but excluding Geely and its Affiliates) to maintain, in accordance with best practices in the industry, sufficient records to allow Polestar to determine whether the Auditee has complied with its obligations under the Agreement.

18.4 Polestar shall have the same or substantially similar inspection right as set out in Section 18 of the Manufacturing and Vehicle Supply Agreement between Geely and Polestar for the [***] Vehicle Base Project, on Geely and/or its Affiliates involved in the Project.

19. MISCELLANEOUS

19.1 Unsettled Issues of the Project

Issues not specified herein and not specified in this Agreement or the Definitive Agreements shall be friendly negotiated by the Parties in good faith with reference to the principles agreed in this Agreement and based on the original intention of the Parties on cooperating the Project.

19.2 Further Assurance

Each of the Parties shall execute, and so far as each is able, procure that any necessary Third Party and shall execute all such documents and/or do, or, so far as each is able, procure the doing of such acts and things as shall be reasonably required to give effect to this Agreement and any documents entered into pursuant to it and to give to the other Parties the full benefit of all the provisions of this Agreement.

19.3 Entire Agreement

This Agreement together with all the schedules and appendicies attached hereto embodies all the terms and conditions agreed between the Parties relating to the subject matter of this Agreement and supersedes and cancels in all respects all previous correspondence and any other previous agreements and undertakings (if any) between them with respect to the subject matter hereof, whether written or oral. All the schedules could be amended by all the Parties from time to time subject to a decision according to Section 9.5.

19.4 No Immunity

Each Party hereby irrevocably and unconditionally waives and agrees not to claim or plead any right of immunity (whether characterized as sovereign immunity or otherwise) in respect of itself or any of its property or assets, including immunity from jurisdiction, immunity from attachment prior to entry of judgment, immunity of attachment in aid of execution of judgment, and immunity from execution of judgment all in respect of any legal suit, action or proceeding arising out of or relating to this Agreement; the term "judgment" as used herein shall also refer to the recognition and enforcement of an arbitral award.

19.5 Amendment or Variation

No purported variation of this Agreement is effective unless it was made in writing and signed by all Parties hereto.

19.6 Notice

- **19.6.1** A Notice or other communication given under or in connection with this Agreement ("**Notice**") shall be:
 - a) In writing;

- b) In the English language; and
- c) Sent by a Permitted Method (as defined below) to the Notified Address.
- **19.6.2** "**Permitted Method**" means any of the methods set out in the first column below. The second column sets the date on which a Notice given by such Permitted Method is deemed to be given, provided the Notice was properly addressed and sent in full to the Notified Address:

Permitted Method	Date on which the Notice is deemed given		
e-mail	The day if sent during the business hour during the Business Day. Otherwise, the next Business Day		
Personal delivery	When left at the Notified Address, as evidenced by a written receipt		
Registered or pre-paid post in Korea	Two (2) business days after posting		
Pre-paid airmail	Six (6) business days after posting		

19.6.3 The Notified Address of each Party is set out below:

To Geely :

Geely Auto Group Co., Ltd 1760 Jiangling Road Binjiang District Hangzhou, Zhejiang Province PRC Attention: [***] Email: [***]

To RKM:

Renault Korea Motors Co., Ltd Renault Samsung Daero 61 Gangseo-gu, Busan, South Korea Attention: [***] Email: [***]

With a copy not constituting notice to:

Renault Korea Motors Co., Ltd Attention: Legal Counsel Email: [***]

To Polestar:

Polestar Performance AB Assar Gabrielssons väg 9 401 35 Göteborg Sweden Attention: [***] Email: [***]

With a copy not constituting notice to:

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Polestar Performance AB Attention: Legal Counsel Email: [***]

A Party may, by Notice to the other Parties, substitute any other Notified Address for the Notified Address set out above.

19.7 Severability

If any term or provision in this Agreement is held to be illegal or unenforceable in whole or in part under any enactment or rule of law, such term or provision, or such part of the term or provision, is deemed to that extent not to form part of this Agreement, but the enforceability of the remainder of this Agreement will not be affected. The Parties shall negotiate in good faith as soon as possible to replace any such illegal, invalid or unenforceable provision hereof by a suitable provision as comes closest to the original intent and to the benefit of the Parties in an acceptable manner so as to consummate the transactions contemplated herein as originally contemplated as much as possible.

19.8 Waiver

Any Party's failure to insist on the strict performance of any provision of this Agreement shall not be deemed to be a waiver thereof or of any right or remedy for breach of a like or different nature. No waiver is effective unless specifically made in writing and signed by a duly authorized officer of the Party granting such waiver.

20. SCHEDULES

- 20.1 The schedules of this Agreement include the following:
 - Schedule 1 (Definitions)
 - Schedule 2 (Project RASIC)
 - Schedule 3 (Vehicle Project Planning)
 - Schedule 4 (The Details of Investment and Project Costs)
 - Schedule 5 (Payment Plan of Investment and Project Costs)
 - Schedule 6 (The List of Localization of Parts)
 - Schedule 7 (The List of the Necessary Data)
 - Schedule 8 (Governance)
 - Schedule 9 (Definitive Agreements Signing Plan)
 - Schedule 10 (Quality Targets)
 - Schedule 11 (Polestar's Code of Conduct for Business Partners)

[Signature Pages Follow]

IN WITNESS whereof, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative on the date first set out above. Concurrently with the execution of this Agreement, each of the Parties hereto has caused all pages of the attached Schedules to be initialed by its duly authorized representative on the date first set out above.

(signature page)

FOR Geely Auto Group Co., Ltd.:

Tong Zhiyuan, Vice President

Authorized Representative:

²⁶

Signature Page to Framework Agreement - [***]KR

FOR Polestar Performance AB:

Jonas Engström, Head of Operations

Authorized Representative: Jonas Engström, Head of Operations

Anna Rudensjö, General Counsel

Authorized Representative: Anna Rudensjö, General Counsel

FOR Renault Korea Motors Co., Ltd.:

Stephane Deblaise, CEO

Authorized Representative: Stephane Deblaise, CEO

Signature Page to Framework Agreement - [***]KR

SCHEDULE 1. DEFINITIONS

"Affiliate" means any corporation, association, or other entity which, directly or indirectly, controls a Party or is controlled by said Party or is under common control with said Party, where "control" means power and ability to direct the management and policies of the controlled enterprise through ownership of voting shares of the controlled enterprise or the right or power in fact to direct policy or management of such other entity, specifically, (i) for Polestar, any other legal entity that is directly or indirectly controlled by Polestar Automotive Holding UK PLC, however excluding Geely and its Affiliates; and (ii) for Geely, any other legal entity that is directly controlled by [Geely Auto Group Co., Ltd.] however excluding Polestar and its Affiliates.

"Agreement" has the meaning set forth in the Preamble.

"Ancillary Agreements" has the meaning set forth in Section 4.2.

"Background IP" means any and all Intellectual Property Rights which are conceived, developed, made, acquired or possessed by a Party and/or its affiliates (i) prior to the commencement of the Project and/or (ii) outside the scope of the Project.

"Business Day" means any day, other than a Saturday or Sunday, on which banks are open for business in Seoul, Korea, Beijing, the PRC, and Goteborg, Sweden.

"CBU Manufacturing" means complete built up manufacturing including stamping, body assembly, paint, trim and chassis.

"Confidential Information" means any and all non-public information regarding the Parties and their respective businesses, whether commercial or technical, in whatever form or media, including but not limited to the existence, content and subject matter of this Agreement, information relating to Intellectual Property Rights, concepts, technologies, processes, commercial figures, techniques, algorithms, formulas, methodologies, know-how, strategic plans and budgets, investments, customers and sales, designs, graphics, CAD models, CAE data, statement of works (including engineering statement of works and any high level specification), targets, test plans/reports, technical performance data and engineering sign-off documents and other information of a sensitive nature, that a Party learns from or about the other Parties prior to or after the execution of this Agreement.

"Data" means the collection of recorded values (which can be characters, numbers or any other date type) that can via processing to be extracted to meaning or information, relating to the Target Vehicle.

"Data Controller" means a natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

"Data Subject" means an identified or identifiable natural person to whom Personal Data relates.

"Definitive Agreements" has the meaning set forth in Section 4.2.

"Dual-sourced Parts": means parts which are dual-sourced and interchangeable between different sourcing alternatives and the list of which should be further agreed between the Parties.

"Factory Complete" means when a Target Vehicle fulfils and complies with all RKM's inspections and quality assurance processes, being in a deliverable condition and fully checked by RKM to be in compliance with Polestar's demands and requirements.

"Force Majeure" means any event, circumstance or condition that (i) directly or indirectly prevents the fulfilment by the affected Party of any material obligation under this Agreement, (ii) is beyond the reasonable control of the affected Party, and (iii) could not have been avoided by the exercise of reasonable prudence, or reasonably overcome in whole or in part by such affected Party. Subject to the fulfilment of the aforementioned conditions (i), (ii) and (iii), a Force Majeure Event includes, but is not limited to, acts of God, war, terrorism, commotion, riot, blockade or embargo, fire, explosion, earthquake, epidemic, flood, windstorm.

"Government Official" means (a) any official, officer, employee, director, principal, consultant, agent or representative of any government, ministry, body, department, agency, instrumentality or part thereof, any public international organization, any state-owned or state-controlled entity, military forces, agency or enterprise, or of any political party; (b) any person acting in an official capacity or exercising a public function for and on behalf of any of the foregoing; and (c) any candidate for political office.

"Hardship Event" means a material shortage or constraint of supply of parts, beyond the Parties' reasonable control which objectively makes the fulfilment of the delivery obligation becomes excessively onerous from a commercial or financial perspective.

"Intellectual Property Rights" or "IP" means all intellectual and industrial property rights and similar rights of any kind whatsoever existing now or hereafter, including but not limited to present and future copyrights, designs, inventions, patents including process patents, design rights, topography rights, models, whether or not registered, and including applications for registration, rights in Confidential Information and Know-How to the extent protected under applicable laws anywhere in the world. For the avoidance of doubt, Trademarks are not comprised by this definition.

"KD Parts" means parts and components which will not be localized but will be carry-over from the [***] Vehicle and supplied by Geely to RKM for the production of the Target Vehicle (for the sake of clarify, Localized Parts are not considered as KD Parts).

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"Know-How" shall mean all confidential and proprietary industrial, technical and commercial information and whether in tangible or intangible form comprising but not limited to processes, methodologies, trade or industrial secrets, techniques, tables of operating conditions, specifications, component and feature lists.

"Life Cycle" means the period from the SOP Dates to the end of production dates of the Target Vehicles as agreed by the Parties.

"Localized Parts" means parts and components which will be localized and sourced from Korean suppliers, with production in Korea, for the production of the Target Vehicles in the Plant and as specified in <u>Schedule 6</u> (*The List of Localized Parts*).

"Notice" has the meaning set forth in Section 19.6.1.

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"Parties" has the meaning set forth in the Preamble.

"Personal Data" means any information relating to the Data Subject.

"Plant" has the meaning as set forth in Section 3.4.2a).

"**Processing**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"PRC" means the People's Republic of China (only for the purpose of this Agreement, excluding Hong Kong, Macau and Taiwan).

"Project" has the meaning set forth in Section 3.1.1.

"**Project RASIC**" means the agreed split of responsibilities between the Parties the management of the Project and relevant Life Cycle of the Target Vehicles, in accordance with the RASIC attached as <u>Schedule 2</u>.

"Project Reference Volume" has the meaning set forth in Section 3.3.1.

"[***]KR PPGM" means Polestar Program Governance Meeting as further described in Section 9.2.

"[***] Vehicle" has the meaning set forth in the Recitals.

"[***] Vehicle Base Project" has the meaning set forth in the Recitals.

"Receiving Party" means the Party (and/or its Affiliates or representatives) who receives the Confidential Information from the Disclosing Party.

"SOP" means the dates of start of production of the Target Vehicle.

"**SOP Dates**" means the dates of start of production of the Target Vehicle to be further agreed by the Parties in the relevant Definitive Agreement.

"Target Vehicles" means the vehicle set forth in Section 3.2a).

"Technical Specifications" means (i) all the required vehicle specifications as agreed between Geely and Polestar that are necessary to manufacture the Target Vehicle and (ii) all other written or printed technical information or software stored in any media or materials or prototypes communicated to RKM by Polestar(or Geely on behalf of Polestar) and all reproductions, excerpts and summaries thereof, and all modifications and/or improvements thereof made by or for RKM and (iii) Know-How. Examples are necessary product drawings, material lists, assembly instructions and quality requirements on paper or in electronic form provided by Geely to RKM for the manufacturing of the Target Vehicle in accordance with the terms and conditions of this Agreement.

"Third Party" means any Person that is not a Party.

"Trademarks" means trademarks (including part numbers that are trademarks), service marks, logos, trade names, business names, assumed names, trade dress and get-up, and domain names, in each case whether registered or unregistered, including all applications, registrations, renewals and the like.

"Unique Localized Parts" means Localized Parts which is mono-sourced/single-sourced and not interchangeable with other sourcing alternatives and the list of which should be further agreed between the Parties.

"Vehicle Product Engineering" has the meaning set forth in Section 3.4.1a).

"Vehicle Production Development" has the meaning set forth in Section 3.4.2a).

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SCHEDULE 2: RASIC

[***]

Key Information



SCHEDULE 3: Vehicle Project Planning

[***]

SCHEDULE 4: The Details of Investment and project costs (1/3)

RKM and Polestar have agreed that RKM $\left[^{stst}
ight]$

SCHEDULE 4: The Details of Investment and project costs (2/3)

[***]

SCHEDULE 4: The Details of Investment and project costs (3/3)

[***]

SCHEDULE 5: Payment plan of Investment and project costs

RKM and Polestar have agreed that RKM $\left[***
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Schedule 6 – Localization Parts

SCHEDULE 7: The List of the Necessary Data

[***]

SCHEDULE 8: Governance Structure



Level#1

- Polestar CEO/COO
- Geely: Geely VP
- RKM : CEO

Level#2 ***

- Polestar: Program/Finance director
- Geely : Program director
- RKM: Program/Finance director

Level#3 ****

- Polestar: Project/Business manager
- Geely : Project/Business manager
- RKM: CVE/CPE/PPM/Business Leader



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SCHEDULE 9: Definitive Agreements Signing Plan

	9	10	Renaul
Schedule 10 - Quality Target [***] Vehicle Base Project (1/2)	[***]		- - -
[***]			

[***]

SCHEDULE 11

POLESTAR

CODE OF CONDUCT FOR BUSINESS PARTNERS

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Polestar Legal is responsible for ensuring that the latest version of this Code of Conduct for Business Partners is published and available on polestar.com and for all employees on the Polestar intranet. The original language of this document is English.

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PURPOSE

This Code of Conduct for Business Partners (the "Code") articulates a vision of responsible business behaviour and sets forth the business principles that Polestar¹ requires all its Business Partners to abide by in the course of their business relationship with Polestar.

The term "Business Partner" covers any person or entity (including its directors, officers and employees) that Polestar does business with, including but not limited to organisations that supply goods or services to Polestar, or that sell Polestar products and services, and representatives who conduct business on Polestar's behalf.

PRINCIPLES

Polestar is committed to responsible business and intends to demonstrate this commitment to integrity, business responsibility and trust throughout its value chain.

Therefore, Polestar expects the same level of commitment from its Business Partners. By entering into a business relationship with Polestar and during the term of this business relationship, Business Partners are required to:

- conduct their business in compliance with applicable laws and regulations (which requires Business Partners to maintain awareness regarding these laws and regulations) and with the principles stated in this Code; and
- ensure that their employees and subcontractors are made aware of and comply with applicable laws and regulations and with the principles set forth in this Code; in particular, Business Partners are expected to choose the suppliers they retain in relation with Polestar business with appropriate due diligence, communicate the principles set out in this Code (or equivalent principles) to their suppliers and ensure compliance with these principles.

This Code covers Polestar's requirements and expectations on its Business Partners when it comes to protecting working conditions and human rights, caring for the environment and doing business with integrity (including a zero tolerance policy for bribery and corruption).

There may be instances when the principles set forth in this Code differ from local law or customs in a particular country. If that is the case, and local law or customs impose higher standards than those set out in this Code, local law and customs should always apply. On the other hand, if this Code provides for a higher standard, the Code should prevail, unless this results in illegal activity.

This Code includes requirements that are based on internationally recognized principles that Polestar strongly supports, such as:

 internationally-proclaimed human rights conventions, in particular the International Bill of Human Rights, the eight core conventions of the International Labour Organization (ILO)
 ² and Article 32 of the United Nations Convention on the Rights of the Child, as well as the United Nations Guiding Principles on Business and Human Rights;

¹ "Polestar" means Polestar Automotive Holding UK PLC and its subsidiaries (i.e. all persons and entities directly or indirectly controlled by Polestar Automotive Holding UK PLC, where control may be by management authority, equity interest or otherwise).

² International Labour Organization conventions numbers 29, 87, 98, 100, 105, 111, 138 and 182.

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- the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the OECD Guidelines for Multinational Enterprises.

POLESTAR'S EXPECTATIONS FROM ITS BUSINESS PARTNERS

Business Partners are required to meet all of the following requirements in the course of their business relationship with Polestar, and we expect them to be managed professionally and systematically.

A. Working Conditions and Human Rights

Polestar expects its Business Partners to:

- provide their employees with working conditions that are in line with international labour standards, in particular with the eight core conventions of the ILO; and
- respect and promote internationally proclaimed principles for human rights, including children's rights.

Polestar supports the requirements of the ILO and expects its Business Partners to adhere to and respect the ILO standards.

Child Labour

Business Partners shall work to prevent all forms of child labour. Under no circumstances should employment be offered to a person younger than 15 years of age (or 14 where the national law so allows) or younger than the countries legal minimum age, if higher than 15.

Forced Labour

There can be no forced labour of any kind relating to Polestar's business, products and services. Therefore, Business Partners must not use forced labour, regardless of its form. This prohibition includes debt bondage, trafficking and other forms of modern slavery.

Terms of Employment

Business Partners must guarantee that the working conditions for their employees comply with all applicable legal requirements. In addition, each employee should have the right to receive written information, in a language that they can easily understand, specifying their terms of employment.

Wages and benefits

Business Partners shall pay employees wages and benefits that meet or exceed the legal minimum standards, collective bargaining agreements or appropriate prevailing industry standards, whichever is higher.

Deductions are accepted only in accordance with applicable law, regulations and collective bargaining agreements. Deductions from wages as a disciplinary measure shall not be permitted.

Information about wages and benefits must be available to all employees, in a language that they can understand, timely and in accordance with applicable laws.

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Polestar recommends its Business Partners to provide their employees with a total compensation that is adequate to cover basic needs and enable a decent standard of living. Business partners are also recommended to systematically strive to ensure fair wages.

Working Hours

Business Partners must comply with applicable legislation regarding working hours (including but not limited to overtime and overtime compensation) and rest rules.

Freedom of Association and Collective Bargaining

Business Partners shall respect the rights of their employees to lawfully form, join or exclude themselves from employer-employee relationship-related associations and to bargain collectively, where permissible by local laws. Business Partners must also ensure that employees are given the opportunity to discuss their working conditions with management

without fear of retaliation.

Health and safety

Safety should always be one of the most important factors in any decision. Business Partners must at all times provide and maintain a safe and healthy working environment that meets, and preferably exceeds, applicable standards and legal requirements.

Non-Discrimination and Equal Opportunities

Business Partners must not engage in any form of discrimination based on gender, ethnicity, religion, age, disability, sexual orientation, nationality, political opinion, union affiliation, social background or other characteristics protected by applicable law. All employees must be treated with respect, dignity and common courtesy.

B. Caring for the Environment

Business Partners must ensure that they comply with all applicable environmental laws and regulations. In addition, Business Partners are expected to support Polestar's commitment to protecting the environment and limiting our overall environmental impact throughout the value chain. This involves taking a proactive approach towards reducing the environmental footprint of their operations, products and services, including through reducing emissions and conserving resources. In this respect, Business Partners are expected to support the move towards a circular economy. They are also expected to put similar environmental expectations on their own supply chain.

General expectations

Business Partners are expected to have:

- an environmental management program, which monitors the use of resources to ensure efficiency; identifies and mitigates any related risks; and allows them to continuously improve their environmental performance;
- an open dialogue with Polestar on environmental matters, and cooperate with them to improve our, as well as their own, performance. Business Partners should also be transparent and provide Polestar with any necessary environmental data, when requested;
- procedures in place to manage environmental performance of own business partners;

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- procedures in place to communicate environmental performance with relevant stakeholders and affected parties, when applicable.

Environmental impact of Business Partners' operations

Where relevant, Business Partners are expected to perform activities that aim at reducing their environmental impact, including but not limited to:

- Reducing Greenhouse Gas Emissions occurring in their own operations, as well as their wider value chain;
- Increasing energy efficiency and their use of renewable energy;
- Air quality control & emissions management;
- Supporting the reduction of waste, through reuse & recycling, and the provision of sustainable material;
- Water quality & consumption management;
- Ensuring the safe management of chemicals used in operations and products.

Responsible Sourcing of Minerals and Metals

Business Partners are expected to use only minerals and metals that have been extracted and traded in such a way that does not contribute to human rights abuses, unethical business conduct (e.g. corruption), environmental damage or funding for conflicts. Business Partners are expected to ensure that they and their suppliers exercise due diligence within their operations to ensure metals and minerals are responsibly sourced and traded. They should make available these due diligence measures to Polestar upon request. Business Partners are also required to fully support and co-operate with Polestar's efforts to secure full transparency and traceability of their 3TG and cobalt supply chain.

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Precautionary Principle

Polestar also expect Business Partners to always apply the precautionary principle, which means that they are expected to always take precautionary measures whenever there is reason to believe that a potential action may negatively impact the health or safety of a person, society or the environment.

C. Business Integrity

As the business relationship between Polestar and its Business Partners must be based on trust, transparency, honesty and accountability, Business Partners are expected to conduct their business ethically and with the utmost integrity, which includes:

Anti-Corruption

Business Partners and their subcontractors must conduct their operations and transactions in compliance with applicable laws and regulations relating to anti-bribery and anti-corruption. In line with Polestar's zero tolerance for bribery and corruption, Business Partners and their subcontractors shall never engage in, or tolerate, any act or omission that could possibly be construed as a form of bribery or corruption.

Consequently, Business Partners must ensure that they do not offer or receive any form of inappropriate benefit (gift, favour or hospitality)³ with the intention to improperly influence a business decision, whether it involves government officials or private individuals. Business Partners are encouraged to pay particular attention to the following situations that are usually considered more risky when it comes to bribery and corruption:

- interactions with public officials: certain stricter rules apply when dealing with public officials; for example, facilitation payments are always forbidden;
- use of intermediaries, in particular agents: many cases of bribery involve third party intermediaries (sales consultants, agents, brokers, etc.) that may use part of their remuneration to provide bribes; intermediaries must be chosen on the basis of appropriate selection criteria and due diligence;
- donations to charity, associations or political parties and sponsoring activities: these activities can be routes for bribery and corruption.

As a principle, Polestar expects its Business Partners to refrain from providing gifts, favours or hospitality to Polestar directors, officers and employees. In all cases, social amenities offered by Business Partners to Polestar employees:

- cannot be intended to improperly influence the recipient's business judgement or create the appearance of doing so;
- must be customary and appropriate business courtesies, i.e. they should not embarrass Polestar or harm its reputation;
- must be reasonable in value and frequency.

Should a Polestar employee ask for any improper payment or incentive in breach of this Code, Business Partners are expected to notify Polestar in accordance with section E below, even if the request is denied.

³ The notion of inappropriate benefit includes, but is not limited to such as monetary gifts, monetary loans, pleasure trips or vacations, luxury goods, concealed commissions or kickbacks.

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Business Partners are also expected to ensure that all of their reports, records and invoices are accurate and complete, and that they contain no false or misleading information.

Conflict of Interest

Any situation that may involve a conflict of interest, or the appearance of a conflict of interest, between Polestar and its Business Partners must be avoided: the professional judgement, performance or decision-making ability of an employee of Polestar or of the Business Partner must remain independent from considerations that do not involve the business at hand and cannot be (or seem to be) influenced by private interests.

Consequently, the interest of Polestar and/or the Business Partner on the one hand and the personal interests of their respective employees (or those of a relative, a friend or a close relation) on the other hand must be kept separate.

Business Partners are expected to notify Polestar in accordance with section E below if:

- a Business Partner's director, officer or employee (or any of their relatives) has a personal relationship (e.g., is a family member or a friend) with a Polestar employee who is in a position to make (or influence) decisions which may benefit the Business Partner's business; or
- an employee of Polestar (or their family members) has any sort of involvement in, or financial ties with, a Business Partner.

Similarly, Polestar employees are required to disclose to their manager any potentially conflicting relationship with, and/or interest in, a Business Partner before making a business decision or recommendation regarding said Business Partner.

Fair Competition and Business Practices

Polestar strives to act at all times as a fair and responsible market participant and expects the same from its Business Partners. Thus, Business Partners are required to comply with applicable competition laws and regulations (also referred to as anti-trust laws).

In particular, Business Partners must refrain from entering into any understanding or agreement that would hinder competition either with their competitors or with their own business partners. This applies to any arrangement that influences prices, terms of sales (including discounts), strategies or customer relations, markets, market shares, customers or territories (particular care is expected regarding the participation of Business Partners in tender procedures). This also applies to the exchange of sensitive information⁴ or to any other conduct that unlawfully restricts or may restrict competition.

Should a Business Partner have interactions with a competitor of Polestar, the Business Partner must not share any of Polestar's sensitive information with the competitor and vice versa, even via third parties.

Business Partners are also expected to compete fairly and ethically for all business opportunities. They must ensure that all statements, communications and representations to Polestar are accurate and truthful.

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Trade Sanctions and Export Control

When conducting business with Polestar, Business Partners are required to comply with all trade sanctions that are applicable to Polestar and with all relevant export control laws and regulations.

Trade sanctions restrict trade and financial transactions with certain countries, companies, organizations and individuals, while export controls restrict the export and re-export of certain "controlled" goods, software, and technology without the required licenses or other authorization from the relevant authority. Violation of these rules may expose Polestar to significant penalties and other adverse consequences.

Furthermore, Business Partners must (as applicable):

- not (a) be designated as a Listed Person⁵ or (b) engage in any conduct that could

⁴ Examples of "sensitive information" include (but are not limited to) non-public information on prices, costs, profit margins, sales plans, capacity utilization, product plans and market shares.

reasonably be expected to cause them to be designated as a Listed Person;

- refrain from (a) conducting any business activity, directly or indirectly, with any Listed Person, including by supplying to Polestar items sourced from a Listed Person, (b) conducting any business activity prohibited or restricted under trade sanctions or export control laws applicable to Polestar, or (c) engaging in any transaction that evades, or attempts to violate restrictions under any trade sanctions or export control laws applicable to Polestar;
- ensure that Polestar's products and services are not sold, or in any other way made available, to a comprehensively sanctioned country or territory or to a Listed Person;
- maintain necessary export or re-export licenses or other authorizations for all goods, software and technology supplied to Polestar; and
- provide to Polestar all information and documentation necessary to support Polestar's compliance with relevant export controls when exporting or re-exporting goods, software or technology.

Protecting Polestar's Confidential Information and Intellectual Property

Polestar may share confidential information and/or intellectual property elements with its Business Partners in the course of their business relationship.

Business Partners are required to handle Polestar's confidential information in accordance with the confidentiality provisions in place and in particular:

- protect Polestar's confidential information from improper disclosure, theft or misuse by taking all adequate steps to safeguard such confidential information;
- only disclose Polestar's confidential information to their directors, officers and employees with a legitimate "need to know";
- not to share Polestar's confidential information with a competitor of Polestar, unless Polestar has given prior written consent;

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- report in accordance with section E below any loss of, or unauthorized access (by a director, officer or employee who does not have a need-to-know or a third party) to Polestar's confidential information; and
- at the end of the business relationship, handle confidential information in accordance with the confidentiality provision in place and recognize that confidentiality obligations survive the end of the business relationship.

If they have access to Polestar's intellectual property in the course of the business relationship, Business Partners are required to handle such intellectual property in the same way and in particular protect it from improper disclosure, theft or misuse at all times.

Data Protection

Business Partners are required to comply with applicable data protection laws and regulations (also referred to as privacy laws) when processing Personal Data in relation to their business with Polestar.

"Personal Data" is defined as any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as: a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

In addition, Business Partners performing a processing activity on behalf of Polestar are required to comply with the agreed upon specific contractual provisions. In particular, Business Partners have a responsibility to protect personal data from improper disclosure, theft or misuse at all times and must immediately report to Polestar any incident that involves Polestar Personal Data.

D. Audit right

In addition to any audit right set out in any agreement entered into with Polestar, Business Partners agree:

- that Polestar (either directly or through an independent third party appointed for that purpose) may verify and assess their compliance with this Code by conducting an audit at any time subject to prior written notice. If Polestar reasonably believes that prior notice

⁵ "Listed Person" means (i) any individual, company, entity or organization designated for trade sanctions or export control restrictions on a list published by the EU, US, UN or other relevant country or authority, or otherwise subject to such trade sanctions or export control restrictions, and (ii) companies, entities or organisations that are owned 50 percent or greater by any combination of Listed Persons, or controlled by a Listed Person.

will interfere with Polestar verifying whether the Business Partner has complied with its obligations or undertakings under the Code, Business Partner will permit an audit without prior notice.

 to provide Polestar with all relevant information and allow Polestar and its representatives access to their premises for the purpose of performing such audit.

E. Reporting and Cooperation

Polestar encourage Business Partners to ask questions regarding this Code and are required to promptly raise concerns in case of suspected non-compliance with applicable laws and regulations, or with the requirements under this Code.

Concerns may be reported to Polestar's Reporting line SpeakUp at <u>https://polestar.speakup.report/polestar-external</u>. Reports can be submitted anonymously if wished. The SpeakUp reporting line is managed by the Head of Compliance & Ethics who will

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determine and lead the investigations required. If they have decided not to remain anonymous, the identity of the reporter, will be kept confidential to the fullest extent possible.

Business Partners are expected to collaborate with Polestar in case of investigation and are expected to not retaliate against anyone who reports suspected business misconduct.

F. Consequences of violations

Business Partners agree that a breach of any of their obligations or undertakings under this Code is a material breach of contract, and may (in Polestar's sole discretion) result in:

- the Business Partner having to take necessary remedies, including to pay damages and implementing appropriate corrective actions within a reasonable time, so as to remedy the violation and to prevent similar occurrences in the future; and
- Polestar taking actions against the violating Business Partner, up to immediate termination
 of the business relationship, upon written notice to the Business Partner.

Polestar

YOU MAY CONTACT POLESTAR LEGAL IN ANY OF THESE WAYS:

Email: legal@polestar.com

Postal mail: Polestar Att: Polestar Legal Assar Gabrielssons Väg 9 SE-405 31 Göteborg, Sweden

VIOLATIONS OF THIS CODE OF CONDUCT FOR BUSINESS PARTNERS OR OTHER POLESTAR POLICIES CAN BE REPORTED VIA

https://polestar.speakup.report/polestar-external



Date: Adopted by the Board of Directors of Polestar Automotive Holding UK PLC on 23 June 2022.

Published by: Polestar Legal

This Code shall not be construed as an employment contract and does not give anyone any right to continued employment by Polestar.

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

LAUNCH VEHICLE SUPPLY AGREEMENT

dated 2023-04-26

VOLVO CAR CORPORATION

and

POLESTAR PERFORMANCE AB

Regarding Sale of [***] vehicles for commercial launch activities

Agreement No.: PS22-059

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LIST OF SCHEDULES TO THIS LAUNCH VEHICLE SUPPLY AGREEMENT

Schedule 1 List of Launch Vehicles and pricelist

Schedule 2 General Terms

Agreement No.: PS22-059

This LAUNCH VEHICLE SUPPLY AGREEMENT (this "Agreement") is made between:

- (1) Volvo Car Corporation, Reg. no. 556074-3089, 405 31 Göteborg, Sweden. a limited liability company incorporated under the laws of Sweden (the "Seller").
- (2) Polestar Performance AB, Reg.no. 556653-3096, a company organised and existing under the laws of Sweden (the "Buyer") and

Each of the Seller and the Buyer is hereinafter referred to as a "Party".

BACKGROUND

- A. The Seller is a company within the Volvo Car group engaged in product development, design, manufacturing, sales and distribution of Seller branded vehicles and components, spare parts and accessories thereto.
- B. The Buyer is a company within the Polestar group engaged in the product development, design, manufacturing, sales and distribution of Buyer branded vehicles.
- C. The Buyer has outsourced the full development and manufacturing of its new [***] vehicle to the Seller and Seller's Affiliates.
- D. Buyer now wishes to buy Launch Vehicles (as defined below) from the Seller for the use in the commercial launch activities. The Seller has agreed to, subject to the Buyer's Order to sell and supply such Launch Vehicles to the Buyer and the Buyer has agreed to buy such Launch Vehicles on the terms set out in this Agreement.
- E. The Seller does not manufacture the Launch Vehicles. Instead Zhongjia Automobile Manufacturing (Chengdu) CO. LTD is the company responsible for manufacturing of the Launch Vehicles and the Seller is responsible for the distribution of the Launch Vehicles to the Buyer. Nevertheless, the Seller is fully responsible for this Agreement and the Buyer's single point of contact.
- F. As a general principle, the Parties agree that transactions between all relevant entities involved shall be conducted on arm's length terms.
- G. In light of the foregoing, the Parties have agreed to execute this Agreement.

1. DEFINITIONS

"Affiliate" means (i) for the Seller, any other legal entity that, directly or indirectly, is controlled by Volvo Car Corporation or Volvo Cars (China) Investment Company; and (ii) for the Buyer, any other legal entity that, directly or indirectly, is controlled by Polestar Automotive Holding UK PLC, and control means the possession, directly or indirectly, by agreement or otherwise, of (i) at least 50% of the voting stock, partnership interest or other ownership interest, or (ii) the power (a) to appoint or remove a majority of the board of directors or other governing body of an entity, or (b) to cause the direction of the management of an entity.

"Agreement" means this Agreement as originally executed and as amended from time to time, together with its Schedules.

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"Buyer" shall have the meaning ascribed to it in the Individual Terms.

"General Terms" means the general terms and conditions applicable to the supply and purchase of the Launch Vehicles under this Agreement set forth in <u>Schedule 2</u>.

"Individual Terms" means this main document of this Agreement.

"Launch Vehicles" means the products set forth in <u>Schedule 1</u>."Prices" means the individual unit price of each Launch Vehicle as further set out in this Agreement.

"Purchase Order" shall have the meaning ascribed to it in the General Terms. **"Service Agreement"** means the Service Agreement for the scrapping services of the used [***] TT Cars signed in conjunction to this Agreement between Volvo Car Corporation and Polestar Performance AB.

"Steering Committee" means the first level of governance forum for handling the cooperation between the Parties in various matters, under this Manufacturing Agreement which regarding cooperation between the Parties is the so called Volvo and Polestar Engineering & Operations Steering Committee.

"Strategic Board" means the highest level governance forum established by the Parties for handling the cooperation between the Parties in respect of various matters which regarding cooperation between the Parties under this Manufacturing Agreement is the so called Volvo Cars Polestar Executive Alignment Meeting.

"Third Party" means any person not a Party or an Affiliate of a Party.

"TT" cars means Tooling Trial vehicles as defined in Volvo product development system (VPDS).

"Trademarks" means trademarks (including part numbers that are trademarks), service marks, logos, trade names, business names, assumed names, trade dress and get-up, and domain names, in each case whether registered or unregistered, including all applications, registrations, renewals and the like, in each case to the extent they constitute rights that are enforceable against third parties.

2. AGREEMENT

2.1 General

- 2.1.1 The main document of this Agreement sets out the specific terms that shall apply to the supply of the Launch Vehicles to the Buyer. The general terms and conditions in relation to the obligations of the Parties hereunder are set out in the General Terms, which, together with the other schedules to this Agreement, form an integral part of this Agreement.
- 2.1.2 In the event there are any contradictions or inconsistencies between the terms of these Individual Terms of the Agreement and its schedules, the Parties agree that they shall prevail over each other in the following order if not specifically stated otherwise in such document or the context or circumstances clearly suggest otherwise:
 - (a) These Individual Terms
 - (b) General Terms (Schedule 2)

(c) List of Launch Vehicles and prices (Schedule 1)

2.2 Scope

2.2.1 The Parties have agreed upon the Launch Vehicles that the Seller shall supply to the Buyer under this Agreement, which are set out in Schedule 1. The Parties may, through written agreement, decide to add or remove Launch Vehicles to/from Schedule 1. Any such additional Launch Vehicles shall thereafter be covered by this Agreement and considered as Launch Vehicles.

2.3 Seller's Obligations

- 2.3.1 Seller shall provide the Launch Vehicles in the state of completeness as set forth below, including preparing customs documentation:
- 2.3.2 Quality level requirements for TT series.
- 2.3.2.1 TT cars [***].

3. LAUNCH VEHICLE ORDER AND SUPPLY

Subject to Purchase Orders being placed by Buyer, the Seller agrees to sell and supply to the Buyer, and the Buyer agrees to purchase from the Seller, the Launch Vehicles in accordance with the terms of this Agreement and, in particular, the General Terms.

3.1 Timing for build start and first car ready in each series

Build of the TT cars is estimated to between [***].

4. PRICES

4.1 The Prices per Launch Vehicle at the agreed Shipping Terms will be determined on "arm's length terms" applying the cost plus method and are set forth in Schedule 1.

5. PAYMENT TERMS

- 5.1 Seller will invoice Buyer in the form of invoice as agreed by Buyer and Seller when the Launch Vehicle leaves the Seller's stock location. Invoices may be generated electronically; provided however that Buyer may request hard-copy summary invoices that total batches of individual invoices over a specified period, in order to satisfy VAT and Customs reporting requirements.
- 5.2 Payment terms are [***] days after date of invoice. Buyer will pay Seller for the invoice in accordance with that.
- 5.3 Payment of all invoiced amounts will be in SEK, or such other currency as Buyer and Seller may agree, and against an invoice issued to Buyer by Seller.

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- 5.4 Payment made later than the due date will automatically be subject to interest for late payments for each day it is not paid and the interest shall be [***].
- 5.5 VAT is chargeable on all invoiced amounts only where required by local law and shall be borne by the Buyer. Buyer may appoint an affiliate or Third Party to handle the requisite VAT registration and recovery. Seller shall apply for VAT exemption, credit and refund for exporting goods when selling to Buyer.
- 5.6 Any bank charges in connection with payment by Buyer to Seller shall be paid or reimbursed by Buyer.
- 5.7 If Seller, pursuant to the General Terms, appoints its Affiliates and/or subcontractors to perform its obligations under this Agreement, Seller shall include the costs relating to such work in the invariant to Purer

6. TRADEMARKS

6.1 General

For the avoidance of doubt, this Agreement shall in no way be construed as to give any of the Parties any right whatsoever to use any registered or unregistered trademarks or brand names owned or licensed by another Party or its Affiliates, except in the manner and to the extent set forth in this Agreement or expressly consented to in writing by that other Party.

6.2 Volvo Cars brand name

- 6.2.1 For sake of clarity, it is especially noted that this Agreement does not include any right to use the 'Volvo' brand name, or Trademarks, or refer to 'Volvo' in communications or official documents of whatever kind. The Parties acknowledge that the 'Volvo' Trademarks as well as the 'Volvo' name is owned by Volvo Trademark Holding AB and that the right to use the name and the 'Volvo' Trademarks is subject to a license agreement, which stipulates that the name, Trademarks and all thereto related intellectual property can only be used by Volvo Cars and its Affiliates in relation to Volvo products.
- 6.2.2 This means that this Agreement does not include any rights to directly or indirectly use the 'Volvo' brand name or 'Volvo' Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence, unless for the export of Launch Vehicle by the Seller under this Agreement.

6.3 Buyer's brand name

- 6.3.1 For sake of clarity, it is also noted that this Agreement does not include any right for the Seller to use the Buyer's brand name or Trademarks, or refer to the Buyer in communications or official documents of whatever kind.
- 6.3.2 This means that this Agreement does not include any rights for the /Seller to directly or indirectly use the /Buyer's brand name or Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence.

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6.4 Trademarks on Launch Vehicles

- 6.4.1 Notwithstanding the above, the Seller is hereby granted the right to use the Buyer's trademarks but solely to apply such trademark on the Launch Vehicles in accordance with the instructions provided by the Buyer.
- 6.4.2 Any other use of the Buyer's trademark, including on the Launch Vehicles, is subject to the Parties entering into a trademark license agreement.

7. TERM AND TERMINATION

- 7.1 This Agreement shall become effective when signed by duly authorised signatories of each Party and shall remain in force until terminated in accordance with Sections 7.2 or 7.3 below.
- 7.2 Either Party shall be entitled to terminate this Agreement with immediate effect in the event:
 - (a) the other Party commits a material breach of the terms of this Agreement, which has not been remedied within sixty (60) days from written notice from the other Party to remedy such breach (if capable of being remedied);
 - (b) the other Party should become insolvent or enters into negotiations on composition with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors.
- 7.3 Buyer shall in addition be entitled to terminate the Agreement for convenience upon sixty (60) days' written notice to the Seller.
- 7.4 After expiry or termination of this Agreement (except for situations where the Seller has terminated this Agreement due to material breach by the Buyer), the Seller shall continue to supply the Launch Vehicles to the Buyer in accordance with the terms of this Agreement, to the extent required to fulfil any Purchase Orders and Call-Offs executed prior to the termination of this Agreement.

8. NOTICES

All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Agreement shall be sent to following addresses and shall otherwise be sent in accordance with the terms in the General Terms:

(a) To Seller:

Volvo Car Corporation Dept. 50419 HC2N 405 31 Göteborg, Sweden

Attention: [***] Email: [***]

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With a copy to:

Volvo Car Corporation Dept. 50090 HBS3 405 31 Göteborg, Sweden

Attention: General Counsel [***]

(b) To Buyer:

Polestar Performance AB

Attention: [***] Email: [***]

With a copy not constituting notice to: Polestar Performance AB

Attention: General Counsel [***]

[SIGNATURE PAGE FOLLOWS]

This Agreement has been signed electronically by both Parties.

VOLVO CAR CORPORATION	POLESTAR PERFORMANCE AB
By: /s/ Maria Hemberg	By: /s/ Anna Rudensjö
Printed Name: Maria Hemberg	Printed Name: Anna Rudensjö
Title: General Counsel	Title: General Counsel
Date: May 15, 2023	Date: May 17, 2023
By: /s/ Johan Ekdahl	By: /s/ Dennis Nobelius
Printed Name: Johan Ekdahl	Printed Name: Dennis Nobelius
Title: CFO	Title: COO
Date: May 16, 2023	Date: May 17, 2023

Schedule 1 - List of Launch Vehicles and Price List

SCHEDULE 1 – LIST OF LAUNCH VEHICLES AND PRICELIST

Agreement No.: PS22-059

SCHEDULE 2 - GENERAL TERMS AND CONDITIONS

For the supply and purchase of Launch Vehicles

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Schedule 2 - General Terms and Conditions

BACKGROUND

These general terms and conditions constitute a schedule to the Agreement (as defined below) and are an integral part of the Agreement.

1. DEFINITIONS

"Agreement" means the Individual Terms to which these General Terms are attached, including all of its schedules.

"Launch Vehicles" shall have the meaning ascribed to it in the Individual Terms.

"Confidential Information" means any and all information regarding the Parties and their respective businesses, whether commercial or technical, in whatever form or media, including but not limited to information relating to Launch Vehicles, intellectual property rights, concepts, technologies, processes, commercial figures, techniques, strategic plans and budgets, investments, customers and sales, designs, graphics, CAD models, CAE data, targets, test plans/reports, technical performance data and engineering sign-off documents and other information of a sensitive nature, that a Party learns from or about the other Party prior to, during or after the execution of the Agreement.

"Disclosing Party" means the party disclosing Confidential Information to the Receiving Party.

"Facility" means a building, Plant, premise, machine, equipment, fixture, or fitting required to build and store the Launch Vehicles.

"Force Majeure Event" shall mean as set out in Section 13.1.1.

"General Terms" means these general terms and conditions, which are applicable to the supply and purchase of Launch Vehicles under the Agreement.

"Individual Terms" means the main document of the Agreement, *i.e.* the contract document named 'Launch Vehicles Supply Agreement' executed and entered into between the Buyer and the Seller, to which these General Terms are a schedule.

"Order" means a purchase order by the Buyer for the supply by the Seller of a finished (completely built) Launch Vehicles, containing (as the transaction, context, circumstance, or case may be) the detailed specifications and commercial data, transmitted electronically by the Buyer to the Seller.

"Party/ies" shall have the meaning ascribed to it in the Individual Terms.

"Prices shall have the meaning ascribed to it in the Individual Terms.

"Plant" or "Plant Facility" means a specific Facility in which the manufacture or assembly of a Launch Vehicles or Launch Vehicles takes place.

"Raw Materials" means the tangible components, materials, parts, or other items that are required to assemble or manufacture the Launch Vehicles.

"Receiving Party" means the Party receiving Confidential Information from the Disclosing Party.

"Seller" shall have the meaning ascribed to it in the Individual Terms.

"Seller's Plant Quality Standards" means those quality standards that are in place (and as amended in the future) in relation to Seller's Plant Facilities.

"Steering Committee" shall have the meaning ascribed to it in the Individual Terms

"Strategic Board" shall have the meaning ascribed to it in the Individual Terms.

"**Technical Specification**" means all the required vehicle specifications that has been developed under the License, License Assignment and Service Agreement (agreement number PS19-022, dated June 30, 2019) that is necessary to manufacture a complete vehicle.

"Third Party" shall have the meaning ascribed to it in the Individual Terms.

2. LAUNCH VEHICLE SUPPLY

- 2.1 Subject to Orders being placed by the Buyer, the Seller agrees to sell and supply to the Buyer, and the Buyer agrees to purchase from the Seller, the Launch Vehicles in accordance with the terms of the Agreement including, but not limited to, these General Terms.
- 2.2 The Parties acknowledge that Seller may use its Affiliates to perform its obligations under this Agreement, provided that Seller informs Buyer thereof. Seller shall however remain responsible for the performance, and any omission to perform or comply with the provisions of this Agreement, by any Affiliate to Seller to the same extent as if such performance or omittance was made by Seller itself. Seller shall also remain Buyer's sole point of contact unless otherwise agreed.

3. ORDERS AND VOLUMES

- 3.1 When desiring to purchase any of the Launch Vehicles, the Buyer shall issue an Order and submit it to the Seller. The Order shall state the ordered Launch Vehicles, quantity, price (based on the Prices) and time of delivery.
- 3.2 The Order shall be confirmed by the Seller or declined in writing within two (2) business days from receipt. If an Order has not been confirmed or been declined within such time, the Order shall be considered confirmed by the Seller. The Seller shall not unreasonably withhold confirmation of, or decline, an Order. No terms and conditions in any Order or confirmation of an Order or similar that deviate from the terms and conditions of this Agreement shall be valid or binding unless expressly agreed between the Parties.
- 3.3 The Buyer may cancel an Order in whole or in part. In this event, the Buyer shall reimburse the Seller for any proven actual costs and expenses incurred by the Seller due to the Buyer's cancellation and which the Seller is unable to mitigate by delivering the Launch Vehicles, under the relevant Order to another buyer or in any other financially acceptable way. For the sake of clarity, the Seller can only sell the Launch vehicles to the Buyer unless Buyer has priorly approved another buyer. The Seller shall produce reasonable documentation on the incurred costs and expenses for which the Seller claims reimbursement.
- 3.4 The Buyer will order and the Seller will supply Launch Vehicles in accordance with ordering processes that are in current operation between the Parties, and as amended in the

Schedule 2 - General Terms and Conditions

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future. Orders shall be submitted, collected, segmented and scheduled using such systems as the Parties may agree upon from time to time.

4. MANUFACTURING

- 4.1 Assembly
- 4.1.1 The Seller undertakes to assemble the Launch Vehicles in strict conformity with the Technical Specification and/or as otherwise instructed by the Buyer from time to time and shall never implement any product changes, modification or substitutions of said Launch Vehicle(s) unless authorized thereto in writing by the Buyer in each case, subject to existing processes.

112 Saller will manage undered of the Launch Vahiales at a propertion area provided by the

Buyer close to the Port of Shanghai. Seller will purchase these updates as a service from Buyer under a separate service agreement. The cost of updating the Launch Vehicles will be included in the vehicle price and to capture correct value for Customs documentation Polestar Automotive China Distribution will invoice Zhongjia Automobile Manufacturing (Chengdu) CO. LTD the corresponding cost.

5. DELIVERY, LOGISTICS, TITLE AND RISK

- 5.1 The Seller will deliver the Launch Vehicles on the dates that the Buyer specifies in the Orders, or any mutually agreed extended date. If the Buyer does not specify a date for any specific Order, the Seller shall deliver the Launch Vehicles within a commercially reasonable time.
- 5.2 The Launch Vehicles shall, unless otherwise agreed between the Parties in writing, be delivered in accordance with FOB Incoterms 2020 at the port agreed between the Parties currently being Shanghai.
- 5.3 The Buyer will issue packaging instructions for the Launch Vehicles, suitable for the selected transportation method. Should such packaging instruction not be available, the Seller will select packaging method.
- 5.4 The Seller shall cooperate with the Buyer in the latter's arrangement of the outbound logistics and transportation of the Launch Vehicles from its Facility to the preparation area provided by the Buyer and thereafter to market destinations specified by the Buyer (and Buyer Affiliates) on the Buyer's behalf.
- 5.5 Title and risk of loss or damage with respect to each Launch Vehicle passes to the Buyer when the Seller has delivered the Launch Vehicles to the Buyer in accordance with Section 5, without prejudice to the Buyer's right to reject Launch Vehicles under Section 7.
- 5.6 If the Seller finds that it will not be able to deliver the Launch Vehicles at the agreed time or if delay on its part seems likely, the Seller shall immediately notify the Buyer thereof in writing, stating the reasons for the delay and, if possible, the time when delivery can be expected.

6. QUALITY

6.1 When producing the Launch Vehicles, the Seller shall use professional and skilled personnel, reasonably experienced for the production. The Seller shall work according to

Schedule 2 - General Terms and Conditions

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the same standard of care and professionalism that is done in the Seller's internal business and production.

- 6.2 The Seller's quality metrics requirements applicable to its Plant Facilities will apply to all finished Launch Vehicles. The Seller shall meet the objective standards of the Seller's Plant Quality Standards and the Seller will maintain such standards.
- 6.3 The Launch Vehicles shall conform to the Technical Specification.

7. DEFECTS AND RIGHT TO REJECT

- 7.1 The Buyer will inspect and check the Launch Vehicles on site at Seller's premises before they will be shipped to Buyer. The Buyer will give an approval to ship the Launch Vehicles. This inspection is an initial check and not a final approval of the Prototype Vehicles.
- 7.2 Immediately upon the Buyer's identification of the fact that any of the Launch Vehicles does not comply with the terms of this Agreement, the Buyer shall have the right to reject such defective Launch Vehicle within a commercially reasonable time after delivery.
- 7.3 The Seller shall repair and/or correct any rejected Launch Vehicles within a commercially reasonable time at its own costs and expenses. If a particular Launch Vehicle cannot be repaired or corrected, the Seller shall replace any non-repairable or non-correctable Launch Vehicle.
- 7.4 The Seller shall replace or physically correct any defects found prior to delivery of the Launch Vehicles to the Buyer. The Buyer is not obliged to accept Launch Vehicles if Seller has not properly corrected the defect.
- 7.5 If in delivering Launch Vehicles under this Agreement, the Seller delivers a Launch Vehicle that does not comply strictly with the Technical Specification and the quality level set forth in <u>Section 2.3.2 in the Individual terms</u> to the Buyer, the Parties will handle any such Launch Vehicle in accordance with Section 7.1, and the Seller alone will bear all correction or replacement costs.

8. WARRANTY

- 8.1 The Seller warrants that the product is in conformity with the Technical Specifications and merchantability or fitness for the particular purposes described in this Agreement.
- 8.2 Other than the above-mentioned Warranty, Seller expressly disclaims any warranty of Launch Vehicles or any parts thereof, express or implied, including any implied warranty of quality, merchantability or fitness for a particular purpose or any liability for losses based on negligence, manufacturer's strict liability, product liability, after-sales services or otherwise. Additionally, Seller does not provide any warranty in respect of any intellectual property rights (including but not limited to trademarks, patents, copyrights, know-hows) related to the Launch Vehicles or any parts thereof and shall not be liable for any loss suffered by Buyer resulting therefrom.

9. INTELLECTUAL PROPERTY RIGHTS

Except as expressly stated in this Agreement, nothing in this Agreement shall be construed as an assignment of ownership of, or license to, any intellectual property rights.

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10. LIMITATION OF LIABILITY

- 10.1 Neither Party shall be responsible for any indirect, incidental or consequential damage or any losses of production or profit caused by it under this Agreement.
- 10.2 Each Party's aggregate liability for any direct damage arising out of or in connection with this Agreement shall be limited to [***] of the Agreement amount subject to the price set forth in Schedule 1.
- 10.3 The limitations of liability set out in this Section 11 shall not apply in respect of damage;
 - (a) caused by wilful misconduct or gross negligence, or
 - (b) caused by a Party's breach of the confidentiality undertakings in Section 12 below.

11. GOVERNANCE AND CHANGES

- 11.1 The Parties shall act in good faith in all matters and shall at all times co-operate in respect of changes to this Agreement as well as issues and/or disputes arising under this Agreement.
- 11.2 The governance and co-operation between the Parties in respect of this Agreement shall primarily be administered on an operational level. In the event the Parties on an operational level cannot agree upon aspects relating to the co-operation between the Parties, each Party shall be entitled to escalate such issue to the Steering Committee.
- 11.3 If the Steering Committee fails to agree upon a solution of the disagreement the relevant issue should be escalated to the Strategic Board for decision.

12. CONFIDENTIALITY

- 12.1 All Confidential Information shall only be used for the purposes set forth in this Agreement. Each Party will keep in confidence any Confidential Information obtained in relation to this Agreement and will not divulge the same to any Third Party, unless the exceptions specifically set forth below in this Section 13.1 below apply, in order to obtain patent protection or when approved by the other Party in writing, and with the exception of their own officers, employees, consultants or sub-contractors with a need to know as to enable such personnel to perform their duties hereunder. This provision will not apply to Confidential Information which the Receiving Party can demonstrate:
 - (a) was in the public domain other than by breach of this undertaking, or by another confidentiality undertaking;
 - (b) was already in the possession of the Receiving Party before its receipt from the Disclosing Party;
 - (c) is obtained from a Third Party who is free to divulge the same;
 - (d) is required to be disclosed by mandatory law, court order, lawful government action or applicable stock exchange regulations;
 - (e) is reasonably necessary for either Party to utilize its rights and make use of its Intellectual Property Rights; or

- (f) is developed or created by one Party independently of the other, without any part thereof having been developed or created with assistance or information received from the other Party.
- 12.2 The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the dissemination to third parties or publication of the Confidential Information, as the Receiving Party uses to protect its own Confidential Information of similar nature. Further, each Party shall ensure that its employees and consultants are bound by a similar duty of confidentiality and that any subcontractors taking part in the fulfilment of that Party's obligations hereunder, enters into a confidentiality undertaking containing in essence similar provisions as those set forth in this Section 12.
- 12.3 Any tangible materials that disclose or embody Confidential Information should be marked by the Disclosing Party as "Confidential," "Proprietary" or the substantial equivalent thereof. Confidential Information that is disclosed orally or visually shall be identified by the Disclosing Party as confidential at the time of disclosure, with subsequent confirmation in writing within thirty (30) days after disclosure. However, the lack of marking or subsequent confirmation that the disclosed information shall be regarded as "Confidential" does not disqualify the disclosed information from being classified as Confidential Information.
- 12.4 If any Party violates any of its obligations described in this Section 13, the violating Party shall, upon notification from the other Party, (i) immediately cease to proceed such harmful violation and take all actions needed to rectify said behaviour and (ii) financially compensate for the harm suffered as determined by an arbitral tribunal pursuant to Section 16.2 below. All legal remedies (compensatory but not punitive in nature) according to law shall apply.
- 12.5 This Section 12 shall survive the expiration or termination of this Agreement without limitation in time.

13. MISCELLANEOUS

13.1 Force majeure

- 13.1.1 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a Third Party's), failure of energy sources or transport network, restrictions concerning motive force, acts of God, war, terrorism, insurgencies and riots, civil commotion, mobilization or extensive call ups, interference by civil or military authorities, national or international calamity, currency restrictions, requisitions, confiscation, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, stroke of lightning, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions.
- 13.1.2 A non-performing Party, which claims there is a Force Majeure Event, and cannot perform its obligations under this Agreement as a consequence thereof, shall use all commercially reasonable efforts to continue to perform or to mitigate the impact of its non-performance

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notwithstanding the Force Majeure Event and shall continue the performance of its obligations as soon as the Force Majeure Event ceases to exist.

13.2 Notices

- 13.2.1 All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Agreement must be in legible writing in the English language delivered by personal delivery, facsimile, email transmission or prepaid overnight courier using an internationally recognized courier service and shall be effective upon receipt, which shall be deemed to have occurred:
 - (a) in case of personal delivery, at the time and on the date of personal delivery;

(h) if cant he faccimila or amail transmission at the time and on the date indicated on

- a confirmation of successful transmission, at the time and on the date indicated on a confirmation of successful transmission page relating to such facsimile transmission or at the time and date indicated on a response confirming such successful email transmission;
- (c) if delivered by courier, at the time and on the date of delivery as confirmed in the records of such courier service; or
- (d) at such time and date as delivery by personal delivery or courier is refused by the addressee upon presentation;

in each case provided that if such receipt occurred on a non-business day, then notice shall be deemed to have been received on the next following business day; and provided further that where any notice, demand, request or other communication is provided by any party by email, such party shall also provide a copy of such notice, demand, request or other communication by using one of the other methods.

13.2.2 All such notices, demands, requests and other communications shall be sent to the addresses set out in the Individual Terms.

13.3 Assignment

13.3.1 Neither Party may, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under this Agreement without the other Party's prior written consent.

13.4 Waiver

Neither Party shall be deprived of any right under this Agreement because of its failure to exercise any right under this Agreement or failure to notify the infringing party of a breach in connection with the Agreement. Notwithstanding the foregoing, rules on complaints and limitation periods shall apply.

13.5 Severability

In the event any provision of this Agreement is wholly or partly invalid, the validity of the Agreement as a whole shall not be affected and the remaining provisions of the Agreement shall remain valid. To the extent that such invalidity materially affects a Party's benefit from, or performance under, the Agreement, it shall be reasonably amended.

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13.6 Entire Agreement

All arrangements, commitments and undertakings in connection with the subject matter of this Agreement (whether written or oral) made before the date of this Agreement are superseded by this Agreement.

13.7 Amendments

Any amendment or addition to this Agreement must be made in writing and signed by the Parties to be valid.

13.8 Survival

If this Agreement is terminated or expires pursuant to the terms in the Individual Terms, Section 12 (*Confidential Information*), Section 14 *Governing Law*), Section 15 (*Dispute Resolution*) as well as this Section 13.8, shall survive any termination or expiration and remain in force as between the Parties after such termination or expiration.

14. GOVERNING LAW

This Agreement and all non-contractual obligations in connection with this Agreement shall be governed by the substantive laws of Sweden, without giving regard to its conflict of laws principles.

15. DISPUTE RESOLUTION

15.1 Escalation principles

15.1.1 In case the Parties cannot agree on a joint solution for handling disagreements or disputes, a deadlock situation shall be deemed to have occurred and each Party shall notify the other Party hereof by the means of a deadlock notice and simultaneously send a copy of the notice to the Steering Committee. Upon the receipt of such a deadlock notice, the receiving Party shall within ten (10) days of receipt, prepare and circulate to the other Party a statement setting out its position on the matter in dispute and reasons for adopting such position, and simultaneously send a copy of its statement to the Steering Committee. Each such statement shall be considered by the next regular meeting held by the Steering Committee or in a forum meeting specifically called upon by either Party for the settlement

of the issue.

- 15.1.2 The members of the Steering Committee shall use reasonable endeavours to resolve a deadlock situation in good faith. As part thereof, the Steering Committee may request the Parties to in good faith develop and agree on a plan to resolve or address the breach, to be presented for the Steering Committee without undue delay. If the Steering Committee agrees upon a resolution or disposition of the matter, the Parties shall agree in writing on terms of such resolution or disposition and the Parties shall procure that such resolution or disposition is fully and promptly carried into effect.
- 15.1.3 If the Steering Committee cannot settle the deadlock within thirty (30) days from the deadlock notice pursuant to the section above, despite using reasonable endeavours to do so, such deadlock will be referred to the Strategic Board for decision. Should the matter not have been resolved by the Strategic Board within thirty (30) days counting from when the matter was referred to them, despite using reasonable endeavours to do so, the matter shall be resolved in accordance with Section 15.2 below. If no Steering Committee has been

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established between the Parties, the relevant issue shall be referred to the Strategic Board immediately and Section 15.1.2 above shall not apply.

- 15.1.4 All notices and communications exchanged in the course of a deadlock resolution proceeding shall be considered Confidential Information of each Party and be subject to the confidentiality undertaking in Section 13 above.
- 15.1.5 Notwithstanding the above, the Parties agree that either Party may disregard the time frames set forth in this Section 16.1 and apply shorter time frames and/or escalate an issue directly to the Strategic Board in the event the escalated issue is of an urgent character and where the applicable time frames set out above are not appropriate.

15.2 Arbitration

- 15.2.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Stockholm Chamber of Commerce, whereas the seat of arbitration shall be Gothenburg, Sweden, the language to be used in the arbitral proceedings shall be English, and the arbitral tribunal shall be composed of three arbitrators.
- 15.2.2 Irrespective of any discussions or disputes between the Parties, each Party shall always continue to fulfil its undertakings under this Agreement unless an arbitral tribunal or court (as the case may be) decides otherwise.
- 15.2.3 In any arbitration proceeding, any legal proceeding to enforce any arbitration award, or any other legal proceedings between the Parties relating to this Agreement, each Party expressly waives the defence of sovereign immunity and any other defence based on the fact or allegation that it is an agency or instrumentality of a sovereign state. Such waiver includes a waiver of any defence of sovereign immunity in respect of enforcement of arbitral awards and/or sovereign immunity from execution over any of its assets.
- 15.2.4 All arbitral proceedings as well as any and all information, documentation and materials in any form disclosed in the proceedings shall be strictly confidential.

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or <u>confidential.</u>

[***] EMISSION CREDITS MY[***] AND MY[***] PAYMENT AGREEMENT

This [***] Emission Credits MY[***] and MY[***] Payment Agreement is between

1. PARTIES

Volvo Car Corporation, reg. no. 556074-3089, a corporation organized and existing under the laws of Sweden ("Volvo Cars"), and

Polestar Performance AB, reg. no. 556653-3096, a corporation organized and existing under the laws of Sweden ("**Polestar**").

2. BACKGROUND

- A. Volvo Cars and Polestar have reduced their joint [***] Emissions for Model Year (MY) [***], resulting in a surplus of [***] credits that can be traded with other carmakers. The Regulation enable sales of [***] credits for over-achieving manufacturers to create an income for the [***] credits by offering credits to companies that are falling short of their own target.
- B. Since Volvo Cars, Polestar and Lotus Cars Ltd., with reg. no 895091 ("Lotus Cars") forms an entity (hereafter called "the Entity") defined by Environmental Protection Agency (EPA) and National Highway Traffic Safety Administration (NHTSA) and the Parties contribute to the [***] credits jointly. The [***] credits will be shared according to the amount of credits contributed by each Party. Polestar's share of the contribution will be compensated by Volvo Cars according to the terms and conditions set forth in this Agreement.
- C. Now, therefore, the Parties agree as follows:

3. DEFINITIONS

Front page definitions. The terms **Volvo Cars** and **Polestar** shall have the meaning as set out in Section 1 of this Agreement.

- 3.1 Agreement means this agreement.
- 3.2 **Confidential Information** means any and all non-public information regarding the Parties and their respective businesses, whether commercial or technical, in whatever form or media, including but not limited to the existence, content and subject matter of this Agreement that a Party learns from or about the other Party prior to or after the execution of this Agreement.

- 3.3 Disclosing Party means the Party disclosing Confidential Information to the Receiving Party.
- 3.4 [***] Credits Agreement means the agreement stipulating sell and trade of [***] credits between the Entity to external Original Equipment Manufacturer ("OEM").
- 3.5 [***] Emission Credits are permits allowing the OEM to emit a certain amount of e.g., carbon dioxide according to EPA's regulation at 40 C.F.R. 86.1865-12(k). Generated by an OEM when reducing the amount of [***] emissions during a MY, this results in a surplus of [***] credits which can be sold in the US market to other OEMs.
- 3.6 Parties means Volvo Cars and Polestar and Party means either Volvo Cars or Polestar.
- 3.7 **Polestar Share** means the proportional contribution of [***] Emission Credits from Polestar branded vehicles to the Parties' total amount of [***] Emission Credits.
- 2.0 Bassides Basks many the Basks manifile Carfidential Information from the Disalesian

- 5.0 Receiving raity means the raity receiving connuential mornation nom the Disclosing Party.
- 3.9 Regulation refers to EPA's regulation at 40 C.F.R. Part 85, 86 and/or 600 as applicable to [***] Credits, as such regulations may be amended, superseded or replaced from time to time.
- 3.10 **Steering Committee** means the Volvo Polestar Emission Credit Sales Report Steering Committee. The Steering Committee shall be the first level of governance forum established by the Parties for handling the cooperation between them in respect of various matters.
- 3.11 Strategic Board means the so called Volvo Polestar Executive Meeting. The Strategic Board shall be the highest level of governance forum established by the Parties for handling the cooperation between them in respect of various matters.
- 3.12 Third Party means a party other than any of the Parties.
- 3.13 Volvo Cars Credits means the [***] Emission Credits, generated by Volvo Cars and, for the MY [***] and MY[***] that Volvo Cars will make available.
- 3.14 **Polestar Credits** means the [***] Emission Credits, generated by Polestar branded vehicles, for the MY [***] and MY[***] that Polestar will make available.

4. POLESTAR COMPENSATION

- 4.1 Since the Entity's Credits include Polestar's contribution, Volvo Cars and Polestar have agreed that Volvo Cars shall pay a compensation to Polestar for its contribution of [***] Emission Credits (the "Polestar Compensation").
- 4.2 The Polestar Compensation will be calculated based on the value of the compensation obtained by Volvo Cars when selling [***] Emission Credits to external parties and the Polestar Share (as defined in Section 4.3 below) thereof.
- 4.3 The calculation of the Polestar Share is based on the proportional contribution of [***] Emission Credits from Polestar branded vehicles to the Party's total amount of [***] Emission Credits. The calculation below is showing an estimation of the Polestar Share and the Polestar Compensation for MY [***]:

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- (a) Volvo Cars and Polestar generated credits of [***] credits surplus for MY [***]:
 - i. ~[***] generated by Volvo Cars
 - ii. ~[***] generated by Polestar.
- (b) Calculation: Polestar Share [***].
- 4.4 The calculation of the Polestar Share is based on the proportional contribution of [***] Emission Credits from Polestar branded vehicles to the Party's total amount of [***] Emission Credits. The calculation below is showing an estimation of the Polestar Share and the Polestar Compensation for MY[***]:
 - (a) Volvo Cars and Polestar generated credits of [***] credits surplus for MY
 - [***]:
 - i. ~[***] generated by Volvo Cars
 - ii. ~[***] generated by Polestar
 - (b) Calculation: Polestar Share (27%*1,108,035) * 24.50 USD = 7,329,652.00 USD
- 4.5 The estimated Polestar Share takes into consideration, inter alia, the number of all MY [***] and MY [***] registered vehicles.

5. PROVISIONAL AND FINAL CALCULATION AND SETTLEMENT

- 5.1 This section sets out the conditions and process for the preliminary and final calculation of the Volvo Cars Credits and their monetary value as well the calculation and settlement of the provisional and final Polestar Compensation.
- 5.2 Volvo Cars will inform Polestar about the outcome of the preliminary calculation of the Polestar Compensation and the potential final adjustment without undue delay. Any questions or comments Polestar may have on the information received under this section may be brought forward in accordance with the escalation principles in Section 10.1 below.
- 5.3 For the sake of clarity the calculation of the Polestar Share according to Section 4.3 will involve that in the event that Lotus Cars should have a deficit in [***] Emission Credits affecting the Entity, Volvo Cars and Polestar will share such deficit according to each Party's pro rata share of the Parties total calculated contribution of [***] Emission Credits for

MY[***] and MY[***].

- 5.3.1 In the event that Lotus Cars needs to reimburse Volvo Cars and Polestar due to a [***] Emission Credits deficit, such reimbursement will be shared between the Parties according to each Party's pro rata share of the Party's final calculated contribution of [***] Emission Credits for MY[***] and MY[***].
- 5.3.2 As being responsible of [***] Emission Credits reporting, Volvo Cars will pursue both Volvo Cars' and Polestar's interest in an eventual reimbursement from Lotus Cars. Volvo Cars will inform Polestar of the status in the ongoing alignment between Volvo Cars and Lotus Cars prior to finalizing the agreement with Lotus Cars.
- 5.4 Polestar Provisional Compensation

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- 5.4.1 The preliminary calculation of the Volvo Cars Credits and their preliminary monetary value is estimated to be finalized in Q1 2023. The outcome of this calculation will be the "Provisional Settlement Amount".
- 5.4.2 Volvo Cars will calculate the preliminary Polestar Compensation (the "**Polestar Provisional Compensation**") based on the preliminary Polestar Share of the Provisional Settlement Amount.
- 5.4.3 Volvo Cars shall inform Polestar about the Provisional Settlement Amount and the Polestar Provisional Compensation within five business days after it has received the Provisional Settlement Amount on its account. Volvo Cars shall then pay to Polestar the Polestar Provisional Compensation in accordance with Section 6.1 below.
- 5.5 Polestar Final Compensation
- 5.5.1 It is understood between the Parties that the Provisional Settlement Amount is only a preliminary amount that is subject to adjustment (up or down) and such adjustment is estimated to be finalized in Q2 2023. This adjusted Provisional Settlement Amount will be the "Final Settlement Amount". The adjustment will be based on the final [***] report, reported to EPA.
- 5.5.2 Volvo Cars will calculate the final Polestar Compensation (the "**Polestar Final Compensation**") based on the final Polestar Share of the Final Settlement Amount.
- 5.5.3 If the Polestar Final Compensation is more than the Polestar Provisional Compensation, Volvo Cars shall pay to Polestar, in accordance with Section 6.2 below, the difference between the Polestar Provisional Compensation and the Polestar Final Compensation (the "**Polestar Surplus Amount**"). Volvo Cars shall inform Polestar about the Final Settlement Amount and the Polestar Surplus Amount within five business days after it has received the Final Settlement Amount on its account.
- 5.5.4 If the Polestar Final Compensation is less than the Polestar Provisional Compensation, Polestar shall pay to Volvo Cars in accordance with Section 6.3 below, the difference between the Polestar Provisional Compensation and the Polestar Final Compensation (the "**Polestar Shortfall Amount**"). Volvo Cars shall inform Polestar about the Final Settlement Amount and the Polestar Shortfall Amount within five business days after it has received notice of the Final Settlement Amount.
- 5.6 Payments

As further specified in this Section 5, the Volvo Cars Credits are subject to potential adjustments and because of that, the Polestar Share might be adjusted as well. Therefore, the payments to be made under this Agreement are divided into a provisional and a final amount. Furthermore, the monetary value of the Volvo Cars Credits is not yet set on the date of this Agreement and therefore it is not possible to state any amounts in this Agreement.

6. PAYMENT TERMS

6.1 Polestar shall invoice the Polestar Provisional Compensation to Volvo Cars within [***] days following the date that Volvo Cars has informed Polestar in accordance with Section 5.3.3 above.

- 6.2 If there is a Polestar Surplus Amount, Polestar shall invoice this Polestar Surplus Amount to Volvo Cars within [***] days following the date that Volvo Cars has informed Polestar in accordance with Section 5.4.3 above.
- 6.3 If there is a Polestar Shortfall Amount, Volvo Cars shall invoice this Polestar Shortfall Amount to Polestar within[***] days following the date that Volvo Cars has informed Polestar in accordance with Section 5.4.4 above.
- 6.4 All payments shall be made by the respective Party upon receipt of an invoice issued by the other Party.
- 6.5 All invoices issued by Polestar shall be send directly and only to: C[***]All invoices issued by Volvo Cars shall be send directly and only to: [***]All invoices and payments shall be made in the currency: USD.
- 6.6 All payments under this Agreement are exclusive of Value Added Tax and should not be considered as subject to Value Added Tax. Polestar shall disclose the transaction by submitting a notification describing the transaction to the Swedish Tax Agency once Polestar has received the first payment.
- 6.7 Any amount invoiced shall be paid without undue delay, however at the latest within [***] days after the invoice date.
- 6.8 Payment made later than the due date will automatically be subject to interest for late payments for each day it is not paid, and the interest shall be based on[***].

7. AUDIT

- 7.1 Polestar shall have the right to, upon reasonable notice in writing to Volvo Cars, inspect Volvo Cars' books and records related to the Provisional Settlement Amount and the Final Settlement Amount in order to verify the calculations and statements rendered under this Agreement.
- 7.2 Audits shall be made during regular business hours and be conducted by Polestar or by an independent auditor appointed by Polestar. Should Polestar during any inspection find that Volvo Cars did not fulfil the requirements set forth herein, Polestar is entitled to comment on the identified deviations and escalate such issues to the Steering Committee.

8. CONFIDENTIAL INFORMATION

- 8.1 The Parties shall take any and all necessary measures to comply with the security and confidentiality procedures of the other Party.
- 8.2 All Confidential Information shall only be used for the purposes comprised by the fulfilment of this Agreement. Each Party will keep in confidence any Confidential Information obtained in relation to this Agreement and will not divulge the same to any Third Party, unless the exceptions specifically set forth below in this Section 8.2 below apply or when approved by the other Party in writing, and with the exception of their own officers, employees, consultants or sub-contractors with a need to know as to enable such personnel to perform their duties hereunder. This provision will not apply to Confidential Information which the Receiving Party can demonstrate:

- (a) was in the public domain other than by breach of this undertaking, or by another confidentiality undertaking;
- (b) was already in the possession of the Receiving Party before its receipt from the Disclosing Party;
- (c) is obtained from a Third Party who is free to divulge the same; or
- (d) is required to be disclosed by mandatory law, court order, lawful government action or applicable stock exchange regulations.
- 8.3 The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as the Receiving Parts uses to protect its own Confidential Information of similar nature. to prevent the dissemination to

Third Parties or publication of the Confidential Information. Further, each Party shall ensure that its employees and consultants are bound by a similar duty of confidentiality and that any subcontractors taking part in the fulfilment of that Party's obligations hereunder, enters into a confidentiality undertaking containing in essence similar provisions as those set forth in this Section 8.

- 8.4 Any tangible materials that disclose or embody Confidential Information should be marked by the Disclosing Party as "Confidential," "Proprietary" or the substantial equivalent thereof. Confidential Information that is disclosed orally or visually shall be identified by the Disclosing Party as confidential at the time of disclosure, with subsequent confirmation in writing within 30 days after disclosure. However, the lack of marking or subsequent confirmation that the disclosed information shall be regarded as "Confidential", "Proprietary" or the substantial equivalent thereof does not disqualify the disclosed information from being classified as Confidential Information.
- 8.5 If any Party violates any of its obligations described in this Section 8, the violating Party shall, upon notification from the other Party, (i) immediately cease to proceed such harmful violation and take all actions needed to rectify said behaviour and (ii) financially compensate for the harm suffered as determined by an arbitral tribunal pursuant to Section 9 and 10.2 below. All legal remedies (compensatory but not punitive in nature) according to law shall apply.
- 8.6 This confidentiality provision shall survive the expiration or termination of this Agreement without limitation in time.

9. GOVERNING LAW

9.1 This Agreement and all non-contractual obligations in connection with this Agreement shall be governed by the substantive laws of Sweden without giving regard to its conflict of laws principles.

10. DISPUTE RESOLUTION

- 10.1 Escalation principles.
- 10.1.1 In case the Parties cannot agree on a joint solution for handling disagreements or disputes, a deadlock situation shall be deemed to have occurred and each Party shall notify the other Party hereof by the means of a deadlock notice and simultaneously send a copy of the notice

to the Steering Committee. Upon the receipt of such a deadlock notice, the receiving Party shall within ten days of receipt, prepare and circulate to the other Party a statement setting out its position on the matter in dispute and reasons for adopting such position, and simultaneously send a copy of its statement to the Steering Committee. Each such statement shall be considered by the next regular meeting held by the Steering Committee or in a forum meeting specifically called upon by either Party for the settlement of the issue.

- 10.1.2 The members of the Steering Committee shall use reasonable endeavours to resolve a deadlock situation in good faith. As part thereof, the Steering Committee may request the Parties to in good faith develop and agree on a plan to resolve or address the breach, to be presented for the Steering Committee without undue delay. If the Steering Committee agrees upon a resolution or disposition of the matter, the Parties shall agree in writing on terms of such resolution or disposition and the Parties shall procure that such resolution or disposition is fully and promptly carried into effect.
- 10.1.3 If the Steering Committee cannot settle the deadlock within 30 days from the deadlock notice pursuant to the section above, despite using reasonable endeavours to do so, such deadlock will be referred to the Strategic Board for decision. If no Steering Committee has been established between the Parties, the relevant issue shall be referred to the Strategic Board. Should the matter not have been resolved by the Strategic Board within 30 days counting from when the matter was referred to them, despite using reasonable endeavours to do so, the matter shall be resolved in accordance with Section 10.2 below.
- 10.1.4 All notices and communications exchanged in the course of a deadlock resolution proceeding shall be considered Confidential Information of each Party and be subject to the confidentiality undertaking in Section 8 above.
- 10.1.5 Notwithstanding the above, the Parties agree that either Party may disregard the time frames set forth in this Section 10.1 and apply shorter time frames and/or escalate an issue directly to the Strategic Board in the event the escalated issue is of an urgent character and where the applicable time frames set out above are not appropriate.
- 10.2 Arbitration.
- 10.2.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Buller of the Arbitration Institute of the Arbitration Fields of the Arbitration Fiel

Commerce, whereas the seat of arbitration shall be Gothenburg, Sweden, the language to be used in the arbitral proceedings shall be English, and the arbitral tribunal shall be composed of three arbitrators.

- 10.2.2 Irrespective of any discussions or disputes between the Parties, each Party shall always continue to fulfil its undertakings under this Agreement unless an arbitral tribunal or court (as the case may be) decides otherwise.
- 10.2.3 In any arbitration proceeding, any legal proceeding to enforce any arbitration award, or any other legal proceedings between the Parties relating to this Agreement, each Party expressly waives the defence of sovereign immunity and any other defence based on the fact or allegation that it is an agency or instrumentality of a sovereign state. Such waiver includes a waiver of any defence of sovereign immunity in respect of enforcement of arbitral awards and/or sovereign immunity from execution over any of its assets.

10.2.4 All arbitral proceedings as well as any and all information, documentation and materials in any form disclosed in the proceedings shall be strictly confidential.

11. GENERAL PROVISIONS

11.1 Notices. All notices and other communications under this Agreement will be in writing and in English and must be delivered by personal delivery, email transmission or prepaid overnight courier using an internationally recognized courier service at the following addresses (or at such other address as any Party may provide by notice in accordance with this Section 11.1):

If to Volvo Cars:

Volvo Car Corporation Attention: <u>[***]</u> Dept. 50419, 405 31 Göteborg Sweden Email: <u>[***]</u>

With a copy not constituting notice to:

Volvo Car Corporation Attention: SVP General Counsel Dept. 50090, SE 405 31 Göteborg, Sweden Email: [***]

If to Polestar:

Polestar Performance AB Attention: [***] SE-405 31 Gothenburg, SWEDEN Email: <u>mailto: [***]</u>

With a copy not constituting notice to:

Polestar Performance AB Legal Department SE-405 31 Gothenburg, Sweden Email: [***]

All notices and shall be effective upon receipt, which shall be deemed to have occurred:

- (a) at the time and on the date of personal delivery;
- (b) if sent by e-mail, at the time and on the date indicated on a confirmation of receipt relating to such e-mail;
- (c) at the time and on the date of delivery if delivered by courier as confirmed in the records of such courier service; or
- (d) at such time and date as delivery by personal delivery or courier is refused by the addressee upon presentation,

in each case provided that such receipt occurred on a business day at the location of receipt. A written notice sent by e-mail will be deemed to have been duly given, only if the recipient has confirmed receipt of such e-mail within three business days calculated from the time of sending such e-mail. An automatic e-mail reply shall not be construed as a confirmation hereunder.

- 11.2 No Third Party Beneficiaries. This Agreement does not confer any benefits on any third party.
- 11.3 **Announcements.** Neither Party may make any public statement regarding this Agreement without the other Party's written approval.
- 11.4 Entire agreement. This Agreement states all terms agreed between the Parties and supersedes all other agreements between the Parties relating to its subject matter.
- 11.5 Amendment and Waiver. No amendment of this Agreement will be effective unless it is in writing and signed by both Parties. A waiver of any default is not a waiver of any later default and will not affect the validity of this Agreement.
- 11.6 **Relationship.** The Parties are independent contractors. This Agreement does not create any agency, partnership or joint venture between the Parties.
- 11.7 Assignment. Neither Party may assign any rights or delegate any obligations under these terms without the other Party's written consent.
- 11.8 **Severability.** Unenforceable terms of this Agreement will be modified to reflect the Parties' intention and only to the extent necessary to make them enforceable. The other terms will remain in effect without change.
- 11.9 **Counterparts.** The parties may execute this Agreement in counterparts, including electronic copies, which taken together will constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

9

VOLVO CAR CORPORATION

POLESTAR PERFORMANCE AB

By: <u>Maria Hemberg</u>	By: <u>Anna Rudensjö</u>
Printed Name:	Printed Name:
Title: General Counsel	Title: General Counsel
Date: 29 March 2023	Date: 29 March 2023

By: Johan Ekdahl	By:Nils Mösko
Printed Name: CFO	Name: <u>Head of Business Strategy</u>
Title:	Title:
Date: 23 March 2023	Date: 29 March 2023

PS23-015 230210

AMENDMENT AGREEMENT No 1

This Amendment Agreement No 1 to the Service Agreement PS2 Model Year Support ("Amendment") is between between Volvo Car Corporation, Reg. No. 556074-3089, a corporation organized and existing under the laws of Sweden ("Service Provider"), and Polestar Automotive China Distribution Co. Ltd., Reg. No. 91510112MA6D05KT88, a corporation organized and existing under the laws of China ("Purchaser").

Each of Service Provider and Purchaser is hereinafter referred to as a "Party" and jointly as the "Parties".

BACKGROUND

- A. The Parties have entered into a Service Agreement PS2 Model year Support (Agreement no.: PS20-071) on 7. July 2022 (the "Agreement").
- B. The Parties now wish to amend the Agreement to the extent set out below.
- C. Now, therefore, the Parties agree as follows:

1. SCOPE OF AMENDMENT

The Agreement will be deemed amended to the extent herein provided and will, except as specifically amended, continue in full force and effect in accordance with its original terms. In case of any discrepancy between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall prevail. Any definitions used in this Amendment shall, unless otherwise is stated herein, have the respective meanings set forth in the Agreement.

The amendments to the provisions in the Agreement as stated in Section 2 below, such provisions highlighted for ease of reference in bold italics, shall come into force on 1. March 2022.

2. AMENDMENTS

Section 11.1 in the Main Document of the Agreement shall be amended and restated in its entirety as follows:

All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Service Agreement shall be sent to the

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following addresses and shall otherwise be sent in accordance with the terms in the General Terms:

To Service Provider

Volvo Car Corporation Attention: [***] SE-405 31 Gothenburg, SWEDEN Email: [***]

With a copy not constituting notice to:

Volvo Car Corporation **General Counsel** 50090 Group Legal and Corporate Governance SE-405 31 Gothenburg, SWEDEN Email: [***]

Section 7.8 in Appendix 2 General Terms to the Agreement shall be amended and restated in its entirety as follows:

Payment made later than the due date will automatically be subject to interest for late payments for each day it is not paid and the interest shall be [***].

Appendix 1 Service Specification to the Agreement shall be replaced in its entirety by a new Appendix 1 as attached to this Amendment.

Appendix 3 Hourly Rates to the Agreement shall be replaced in its entirety by a new Appendix 3 as attached to this Amendment.

GENERAL PROVISIONS 3.

This Amendment is and should be regarded and interpreted as an amendment to the Agreement. The validity of this Amendment is therefore dependent upon the validity of the Agreement.

No amendment of this Amendment will be effective unless it is in writing and signed by both Parties. A waiver of any default is not a waiver of any later default and will not affect the validity of this Amendment.

Sections 16 and 17 in Appendix 2 General Terms of the Agreement shall apply to this Amendment as well.

Amendment Agreement Template v20190325

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The Parties may execute this Amendment in counterparts which will constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

Vol	vo	Car	Corporation
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Polestar Automotive China Distribution Co. Ltd

By: /s/ Maria Hemberg	By: /s/ Dan Feng
Printed Name: Maria Hemberg	Printed Name: Dan Feng
Title: General Counsel	Title: Legal Representative/China CEO
Date: 2 March, 2023	Date: March 22, 2023
By: /s/ Johan Ekdahl	Ву:
Printed Name: Johan Ekdahl	Printed Name:
Title: CFO	Title:
Date: 2 March, 2023	Date:

Amendment Agreement Template v20190325

Internal Information - Polestar

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SERVICE AGREEMENT APPENDIX 1 SERVICE SPECIFICATION

1. GENERAL

1.1 This Service Specification is a part of the Service Agreement executed between Service Provider and Purchaser. This Service Specification sets out the scope and the specification of the activities that shall be performed under the Service Agreement, the division of responsibilities between Service Provider and Purchaser and the applicable time plan for the performance of the activities.

2. DEFINITIONS

2.1 Any capitalised terms used but not specifically defined herein shall have the meanings set out for such terms in the Main Document. In addition, the capitalised terms set out below in this Section 2 shall for the purposes of this Service Specification have the meanings described herein. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

3. GENERAL DESCRIPTION

- 3.1 The Service Provider is requested to support the Purchaser with Manufacturing Engineering, Logistic Engineering, and Inbound Logistics services for model year upgrades of the Polestar 2 vehicle.
- 3.2 The Parties have agreed to that the services will be performed as part of the corresponding Model Year programs [***].
- 3.3 The overall objectives of the activities are to safeguard a seamless introduction of the updated parts and capacity changes in production.

4. ASSUMPTIONS/PRE-R EQUISITES

4.1 The support is limited to parts having a corresponding usage in the Service Provider's platforms.

5. DESCRIPTION OF THE SERVICE ACTIVITIES

- 5.1 Industrial Operations & Quality will provide the following services:
 - (a) Product and Process related activities, in the areas of Stamping, Body in White, Paint Shop, Final Plant, Geometry & Logistics.
 - (b) Release Process Inspection Instructions and script updates for the Hardware and Software introductions.

- (c) Perform the product, process, and logistics engineering work according to the Volvo Product Development System (VPDS) pre-requisites. This for all model year changes that affects the [***] vehicle.
- (d) If content in the specific programs is changed, VCC needs to contact Polestar.

6. TIMING AND DELIVERABLES

- 6.1 The activities for [***]shall commence in [***]and continue until end of [***].
- 6.2 The activities for [***]shall commence in [***]and is expected to continue until [***].
- 6.3 Deliveries will be according to Model Year program's time schedule.

7. ESTIMATED HOURS

- 7.1 For [***]the Parties estimate that the number of hours that are required to perform the Services in Sweden are [***]hours. The estimated hours are based on the Purchaser paying [***] of their unique content and [***] of the common content in [***]and [***] of the common content in [***]and [***] of the common content in [***]. It is both Parties understanding that eight hours constitute one working day.
- 7.2 For [***] the estimated service fee is [***] SEK.
- 7.3 For [***]the Parties estimate that the number of hours that are required to perform the Services in Sweden are [***] hours. The estimated hours are based on the Purchaser paying [***] of the common content in [***]. It is both Parties understanding that eight hours constitute one working day.
- 7.4 For [***] the estimated service fee is [***] SEK.

8. PARTIES RESPONSIBILITIES

- 8.1 **General.** The division of the responsibilities between the Parties can be described as follows in this Section 8.
- 8.2 Service Provider's responsibilities. Service Provider is responsible for the following activities:
 - (a) Supply Manufacturing Engineering support as defined with the Volvo Cars Program management system.
- 8.3 **Purchaser's responsibilities.** Purchaser is responsible for all the other activities in relation to the Model Year upgrade including:
 - (a) Timely providing, in relation to the Polestar 2 vehicle, the necessary pre-requisites and information to launch the production.

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[***]

APPENDIX 3 Hourly Rates PS23-015 230210

SA TEMPLATE VERSION 191003

3

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential. PS23-016 230210

AMENDMENT AGREEMENT No 1

This Amendment Agreement No 1 to the Service Agreement PS2 Model Year Support ("Amendment") is between between Zhongjia Automobile Manufacturing (Chengdu) Co., Ltd., Reg. No. 1510112562005858U, a corporation organized and existing under the laws of China ("Service Provider"), and Polestar Automotive China Distribution Co. Ltd., Reg. No. 91510112MA6D05KT88, a corporation organized and existing under the laws of China ("Purchaser").

Each of Service Provider and Purchaser is hereinafter referred to as a "Party" and jointly as the "Parties".

BACKGROUND

- A. The Parties have entered into a Service Agreement PS2 Model year Support (Agreement no.: 20-072) on 22. November 2022 (the "Agreement").
- B. The Parties now wish to amend the Agreement to the extent set out below.
- C. Now, therefore, the Parties agree as follows:

1. SCOPE OF AMENDMENT

- 1.1 The Agreement will be deemed amended to the extent herein provided and will, except as specifically amended, continue in full force and effect in accordance with its original terms. In case of any discrepancy between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall prevail. Any definitions used in this Amendment shall, unless otherwise is stated herein, have the respective meanings set forth in the Agreement.
- 1.2 The amendments to the provisions in the Agreement as stated in Section 2 below, such provisions highlighted for ease of reference in bold italics, shall come into force on 1. March 2022.

2. AMENDMENTS

2.1 **Section 10.1** in the Main Document **of the Agreement** shall be amended and restated in its entirety as follows:

All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Service Agreement shall be sent to the following addresses and shall otherwise be sent in accordance with the terms in the General Terms:

PS23-016 230210

(a) To Service Provider

Volvo Car Corporation Attention: [***] SE-405 31 Gothenburg, SWEDEN Email: [***]

With a copy not constituting notice to:

Volvo Car Corporation General Counsel 50090 Group Legal and Corporate Governance SE-405 31 Gothenburg, SWEDEN Email: [***]

2.2 Section 7.5 in Appendix 2 General Terms to the Agreement shall be amended and restated in its entirety as follows:

Payment made later than the due date will automatically be subject to interest for late payments for each day it is not paid and the interest shall be [***].

- 2.3 **Appendix 1 Service Specification to the Agreement** shall be replaced in its entirety by a new Appendix 1 as attached to this Amendment.
- 2.4 **Appendix 3 Hourly Rates to the Agreement** shall be replaced in its entirety by a new Appendix 3 as attached to this Amendment.

3. GENERAL PROVISIONS

- 3.1 This Amendment is and should be regarded and interpreted as an amendment to the Agreement. The validity of this Amendment is therefore dependent upon the validity of the Agreement.
- 3.2 No amendment of this Amendment will be effective unless it is in writing and signed by both Parties. A waiver of any default is not a waiver of any later default and will not affect the validity of this Amendment.
- 3.3 Sections 16 and 17 in Appendix 2 General Terms of the Agreement shall apply to this Amendment as well.
- 3.4 The Parties may execute this Amendment in counterparts, which taken together will constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

Amendment Agreement Template v20190325

PS23-016 230210

ZHONGJIA AUTOMOBILE MANUFACTURING CO. LTD. (CHENGDU)	POLESTAR AUTOMOTIVE CHINA DISTRIBUTION CO. LTD.	
By: /s/ Yuan Xiaolin	By: /s/ Dan Feng	
Printed Name: Yuan Xiaolin	Printed Name: Dan Feng	
Title: Legal Representative	Title: Legal Representative	
Date:	Date: March 22, 2023	
Ву:	Ву:	
Printed Name:	Printed Name:	
Title:	Title:	
Date:	Date:	

Amendment Agreement Template v20190325

PS23-016 2302010

SERVICE AGREEMENT APPENDIX 1 SERVICE SPECIFICATION

1. GENERAL

1.1 This Service Specification is a part of the Service Agreement executed between Service Provider and Purchaser. This Service Specification sets out the scope and the specification of the activities that shall be performed under the Service Agreement, the division of responsibilities between Service Provider and Purchaser and the applicable time plan for the performance of the activities.

2. DEFINITIONS

2.1 Any capitalised terms used but not specifically defined herein shall have the meanings set out for such terms in the Main Document. In addition, the capitalised terms set out below in this Section 2 shall for the purposes of this Service Specification have the meanings described herein. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

3. GENERAL DESCRIPTION

- 3.1 The Service Provider is requested to support the Purchaser with Manufacturing Engineering, Logistic Engineering, and Inbound Logistics services for model year upgrades of the Polestar 2 vehicle.
- 3.2 The Parties have agreed to that the services will be performed as part of the corresponding Model Year programs [***].
- 3.3 The overall objectives of the activities are to safeguard a seamless introduction of the [***].

4. ASSUMPTIONS/PRE-REQUISITES

4.1 The support is limited to parts having a corresponding usage in the Service Provider's platforms.

5. DESCRIPTION OF THE SERVICE ACTIVITIES

- 5.1 Industrial Operations & Quality will provide the following services:
 - (a) Product and Process related activities, in the areas of Stamping, Body in White, Paint Shop, Final Plant, Geometry & Logistics.
 - (b) Release Process Inspection Instructions and script updates for the Hardware and Software introductions.
 - (c) Perform the product, process, and logistics engineering work according to the Volvo Product Development System (VPDS) pre-requisites. This for all model year changes that affects the Polestar 2 vehicle.

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(d) If content in the specific programs is changed, VCC needs to contact Polestar.

6. TIMING AND DELIVERABLES

- 6.1 For [***]the activities shall commence in [***]until [***].
- 6.2 For [***]the activities shall commence in [***]and are assumed to continue until [***].
- 6.3 Deliveries will be according to Model Year program's time schedule.

7. ESTIMATED HOURS

- 7.1 For [***]the Parties estimate that the number of hours that are required to perform the Services in China are [***]hours. The estimated hours are based on the Purchaser paying [***] of their unique content and [***] of the common content in [***] and [***] of the common content in [***]and [***] of the common content in [***]. It is both Parties understanding that eight hours constitute one working day.
- 7.2 For [***]the estimated service fee is [***]CNY.
- 7.3 For [***]the Parties estimate that the number of hours that are required to perform the Services in China are [***] hours. The estimated hours are based on the Purchaser paying [***] of the common content in [***]. It is both Parties understanding that eight hours constitute one working day.
- 7.4 For [***]the estimated service fee is [***]CNY.

8. PARTIES RESPONSIBILITIES

- 8.1 **General.** The division of the responsibilities between the Parties can be described as follows in this Section 8.
- 8.2 Service Provider's responsibilities. Service Provider is responsible for the following activities:
 - (a) Supply Manufacturing Engineering support as defined with the Volvo Cars Program management system.
- 8.3 **Purchaser's responsibilities.** Purchaser is responsible for all the other activities in relation to the Model Year upgrade including:
 - (a) Timely providing, in relation to the Polestar 2 vehicle, the necessary pre-requisites and information to launch the production.

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APPENDIX 3

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

LAUNCH VEHICLE SUPPLY AGREEMENT

dated 2023-04-26

VOLVO CAR TECHNOLOGY (SHANGHAI) CO., LTD

and

POLESTAR AUTOMOTIVE CHINA DISTRIBUTION

Regarding Sale of [***] vehicles for commercial launch activities

Agreement No.: PS23-025

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LIST OF SCHEDULES TO THIS LAUNCH VEHICLE SUPPLY AGREEMENT

Schedule 1 List of Launch Vehicles and prices

Schedule 2 General Terms

Agreement No.: PS23-025

This LAUNCH VEHICLE SUPPLY AGREEMENT (this "Agreement") is made between:

- Volvo Car Technology (Shanghai) Co., Ltd., Reg. no. 91310000568010754K, a limited liability company incorporated under the laws of China (the "Seller").
- (2) Polestar Automotive Distribution Co., Ltd., Reg. no. 915110112MA6D05KT88, a company organised and existing under the laws of China (the "Buyer") and

Each of the Seller and the Buyer is hereinafter referred to as a "Party".

BACKGROUND

- A. The Seller is a company within the Volvo Car Group engaged in product development, design, sales and distribution of Seller branded vehicles and components, spare parts and accessories thereto.
- B. The Buyer is a company within the Polestar Group engaged in the product development, design, manufacturing, sales and distribution of Buyer branded vehicles.
- C. The Buyer has outsourced the full development and manufacturing of its new [***] vehicle to Affiliates of the Seller.
- D. Buyer now wishes to buy Launch Vehicles (as defined below) from the Seller for the use in the commercial launch activities. The Seller has agreed to, subject to the Buyer's Order, sell and supply such Launch Vehicles to the Buyer, and the Buyer has agreed to buy such Launch Vehicles on the terms set out in this Agreement.
- E. The Seller does not manufacture the Launch Vehicles. Instead Zhongjia Automobile Manufacturing (Chengdu) CO. LTD is the company responsible for manufacturing of the Launch Vehicles and the Seller is responsible for the distribution of the Launch Vehicles to the Buyer. Nevertheless, the Seller is fully responsible for this Agreement and is the Buyer's single point of contact.
- F. As a general principle, the Parties agree that transactions between all relevant entities involved shall be conducted on arm's length terms.
- G. In light of the foregoing, the Parties have agreed to execute this Agreement.

1. DEFINITIONS

"Affiliate" means (i) for the Seller, any other legal entity that, directly or indirectly, is controlled by Volvo Car Corporation or Volvo Cars (China) Investment Company and (ii) for the Buyer, any other legal entity that, directly or indirectly, is controlled by Polestar Automotive Holding UK PLC, and control means the possession, directly or indirectly, by agreement or otherwise, of (i) at least 50% of the voting stock, partnership interest or other ownership interest, or (ii) the power (a) to appoint or remove a majority of the board of directors or other governing body of an entity, or (b) to cause the direction of the management of an entity.

"Agreement" means this Agreement as originally executed and as amended from time to time, together with its Schedules.

Agreement No.: PS23-025

"Buyer" shall have the meaning ascribed to it in (2) above.

"General Terms" means the general terms and conditions applicable to the supply and purchase of the Launch Vehicles under this Agreement set forth in <u>Schedule 2</u>.

"Individual Terms" means this main document of this Agreement.

"Launch Vehicles" means the products set forth in Schedule 1.

"Prices" means the individual unit price of each Launch Vehicle as further set out in this Agreement.

"Purchase Order" shall have the meaning ascribed to it in the General Terms.

"Seller" shall have the meaning ascribed to it in (1) above.

"Steering Committee" means the first level of governance forum for handling the cooperation between the Parties in various matters, under this Manufacturing Agreement which regarding cooperation between the Parties is the so called Volvo and Polestar Engineering & Operations Steering Committee.

"Strategic Board" means the highest level governance forum established by the Parties for handling the cooperation between the Parties in respect of various matters which regarding cooperation between the Parties under this Manufacturing Agreement is the so called Volvo Cars Polestar Executive Alignment Meeting.

"TT" cars means Tooling Trial vehicles as defined in Volvo product development system (VPDS).

"Third Party" means any person not a Party or an Affiliate of a Party.

"Trademarks" means trademarks (including part numbers that are trademarks), service marks, logos, trade names, business names, assumed names, trade dress and get-up, and domain names, in each case whether registered or unregistered, including all applications, registrations, renewals and the like, in each case to the extent they constitute rights that are enforceable against third parties.

2. AGREEMENT

2.1 General

- 2.1.1 The main document of this Agreement sets out the specific terms that shall apply to the supply of the Launch Vehicles to the Buyer. The general terms and conditions in relation to the obligations of the Parties hereunder are set out in the General Terms, which, together with the other schedules to this Agreement, form an integral part of this Agreement.
- 2.1.2 In the event there are any contradictions or inconsistencies between the terms of these Individual Terms of the Agreement and its schedules, the Parties agree that they shall prevail over each other in the following order if not specifically stated otherwise in such document or the context or circumstances clearly suggest otherwise:
 - (a) These Individual Terms

- (b) General Terms (Schedule 2)
- (c) List of Launch Vehicles and prices (Schedule 1)

2.2 Scope

2.2.1 The Parties have agreed upon the Launch Vehicles that the Seller shall supply to the Buyer under this Agreement, which are set out in Schedule 1. The Parties may, through written agreement, decide to add or remove Launch Vehicles to/from Schedule 1. Any such additional Launch Vehicles shall thereafter be covered by this Agreement and considered as Launch Vehicles.

2.3 Seller's Obligations

- 2.3.1 Seller shall provide the Launch Vehicles in the state of completeness as set forth below, including preparing sign off documentation.
- 2.3.2 Quality level requirements for TT vehicles.
- 2.3.2.1 TT cars
- [***]
- 2.3.2.2 [***].

3. LAUNCH VEHICLE ORDER AND SUPPLY

3.1 Subject to Purchase Orders being placed by Buyer, the Seller agrees to sell and supply to the Buyer, and the Buyer agrees to purchase from the Seller, the Launch Vehicles in accordance with the terms of this Agreement and, in particular, the General Terms.

3.2 Timing for build start and first car ready in each series

3.2.1 Build of the TT cars is estimated to between [***].

4. PRICES

4.1 The Prices per Launch Vehicle at the agreed Shipping Terms will be determined on "arm's length terms" applying the cost plus method and are set forth in Schedule 1.

5. PAYMENT TERMS

- 5.1 Seller will invoice Buyer when the Launch Vehicle has been delivered in accordance with Section 5.2 in the General terms. Invoices may be generated electronically. However, Buyer may request hard-copy summary invoices that summarises total batches of individual invoices over a specified period, in order to satisfy VAT and customs reporting requirements.
- 5.2 Payment terms are [***] days after date of invoice. Buyer will pay Seller for the invoice in accordance with that.
- 5.3 Payment of all invoiced amounts will be in CNY.

Agreement No.: PS23-025

- 5.4 Payment made later than the due date will automatically be subject to interest for late payments for each day it is not paid and the interest shall be [***].
- 5.5 All amounts and payments referred to in this Agreement are exclusive of VAT only. VAT is chargeable on all invoiced amounts only when required by local law and shall be borne by the Buyer. Buyer may appoint an Affiliate or Third Party to handle the requisite VAT registration and recovery.
- 5.6 If Seller, pursuant to the General Terms, appoints its Affiliates and/or subcontractors to perform its obligations under this Agreement, Seller shall include the costs relating to such work in the invoices to Buyer.

6. TRADEMARKS

6.1 General

6.1.1 For the avoidance of doubt, this Agreement shall in no way be construed as to give any of the Parties any right whatsoever to use any registered or unregistered trademarks or brand names owned or licensed by another Party or its Affiliates, except in the manner and to the extent set forth in this Agreement or expressly consented to in writing by that other Party.

6.2 Volvo Cars brand name

- 6.2.1 For sake of clarity, it is especially noted that this Agreement does not include any right to use the 'Volvo' brand name, or Trademarks, or refer to 'Volvo' in communications or official documents of whatever kind. The Parties acknowledge that the 'Volvo' Trademarks as well as the 'Volvo' name is owned by Volvo Trademark Holding AB and that the right to use the name and the 'Volvo' Trademarks is subject to a license agreement, which stipulates that the name, Trademarks and all thereto related intellectual property can only be used by Volvo Cars and its Affiliates in relation to Volvo products.
- 6.2.2 This means that this Agreement does not include any rights to directly or indirectly use the 'Volvo' brand name or 'Volvo' Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence, unless for the export of Launch Vehicle by the Seller under this Agreement.

6.3 Buyer's brand name

- 6.3.1 For sake of clarity, it is also noted that this Agreement does not include any right for the Seller to use the Buyer's brand name or Trademarks, or refer to the Buyer in communications or official documents of whatever kind.
- 6.3.2 This means that this Agreement does not include any rights for the Seller to directly or indirectly use the Buyer's brand name or Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence.

Agreement No.: PS23-025

6.4 Trademarks on Launch Vehicles

- 6.4.1 Notwithstanding the above, the Seller is hereby granted the right to use the Buyer's Trademarks but solely to apply such Trademark on the Launch Vehicles in accordance with the instructions provided by the Buyer.
- 6.4.2 Any other use of the Buyer's Trademark, including on the Launch Vehicles, is subject to the Parties entering into a trademark license agreement.

7. TERM AND TERMINATION

- 7.1 This Agreement shall become effective when signed by duly authorised signatories of each Party and shall remain in force until terminated in accordance with Sections 7.2 or 7.3 below.
- 7.2 Either Party shall be entitled to terminate this Agreement with immediate effect in the event:
 - (a) the other Party commits a material breach of the terms of this Agreement, which has not been remedied within sixty (60) days from written notice from the other Party to remedy such breach (if capable of being remedied);
 - (b) the other Party should become insolvent or enters into negotiations on composition with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors.
- 7.3 Buyer shall in addition be entitled to terminate the Agreement for convenience upon sixty (60) days' written notice to the Seller.
- 7.4 After expiry or termination of this Agreement (except for situations where the Seller has terminated this Agreement due to material breach by the Buyer), the Seller shall continue to supply the Launch Vehicles to the Buyer in accordance with the terms of this Agreement, but only limited to the extent required to fulfil any Purchase Orders and Call-Offs executed prior to the termination of this Agreement.

8. NOTICES

All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Agreement shall be sent to following addresses and shall otherwise be sent in accordance with the terms in the General Terms:

(a) To Seller:

Volvo Car Corporation Dept. 50419 HC2N 405 31 Göteborg, Sweden

Attention: [***] Email: [***]

Agreement No.: PS23-025

With a copy to:

Volvo Car Corporation Dept. 50090 HBS3 405 31 Göteborg, Sweden

Attention: General Counsel [***]

(b) To Buyer:

Polestar Automotive China Distribution

Attention: [***] Email: [***]

With a copy not constituting notice to:

Polestar Automotive China Distribution Attention: General Counsel [***]

[SIGNATURE PAGE FOLLOWS]

This Agreement has been signed in two (2) originals, of which the Parties have received one (1) each.

Date: ____

VOLVO CARS TECHNOLOGY SHANGHAI) CO., LTD.	POLESTAR AUTOMOTIVE CHINA DISTRIBUTION CO. LTD.
By: /s/ Xiaolin Yuan	By: /s/ Dan Feng
Printed Name: Xiaolin Yuan	Printed Name: Dan Feng
Title:	Title: China CEO
Date: May 24, 2023	Date: May 5, 2023
Ву:	Ву:
Printed Name:	Printed Name:
Title:	Title:

Date: ____

Agreement No.: PS23-025

SCHEDULE 1 – LIST OF LAUNCH VEHICLES AND PRICES

Agreement No.: PS23-025

SCHEDULE 2 - GENERAL TERMS AND CONDITIONS

For the supply and purchase of Launch Vehicles

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Schedule 2 - General Terms and Conditions

BACKGROUND

These general terms and conditions constitute a schedule to the Agreement (as defined below) and are an integral part of the Agreement.

1. DEFINITIONS

"Agreement" means the Individual Terms to which these General Terms are attached, including all of its schedules.

"Launch Vehicles" shall have the meaning ascribed to it in the Individual Terms.

"Confidential Information" means any and all information regarding the Parties and their respective businesses, whether commercial or technical, in whatever form or media, including but not limited to information relating to Launch Vehicles, intellectual property rights, concepts, technologies, processes, commercial figures, techniques, strategic plans and budgets, investments, customers and sales, designs, graphics, CAD models, CAE data, targets, test plans/reports, technical performance data and engineering sign-off documents and other information of a sensitive nature, that a Party learns from or about the other Party prior to, during or after the execution of the Agreement.

"Disclosing Party" means the party disclosing Confidential Information to the Receiving Party.

"Facility" means a building, Plant, premise, machine, equipment, fixture, or fitting required to build and store the Launch Vehicles.

"Force Majeure Event" shall mean as set out in Section 13.1.1.

"General Terms" means these general terms and conditions, which are applicable to the supply and purchase of Launch Vehicles under the Agreement.

"Individual Terms" means the main document of the Agreement, *i.e.* the contract document named 'Launch Vehicles Supply Agreement' executed and entered into between the Buyer and the Seller, to which these General Terms are a schedule.

"Order" means a purchase order by the Buyer for the supply by the Seller of a finished (completely built) Launch Vehicles, containing (as the transaction, context, circumstance, or case may be) the detailed specifications and commercial data, transmitted electronically by the Buyer to the Seller.

"Party/ies" shall have the meaning ascribed to it in the Individual Terms.

"Prices shall have the meaning ascribed to it in the Individual Terms.

"**Plant**" or "**Plant Facility**" means a specific Facility in which the manufacture or assembly of a Launch Vehicles or Launch Vehicles takes place.

"Raw Materials" means the tangible components, materials, parts, or other items that are required to assemble or manufacture the Launch Vehicles.

"Receiving Party" means the Party receiving Confidential Information from the Disclosing Party.

"Seller" shall have the meaning ascribed to it in the Individual Terms.

"Seller's Plant Quality Standards" means those quality standards that are in place (and as amended in the future) in relation to Seller's Plant Facilities.

"Steering Committee" shall have the meaning ascribed to it in the Individual Terms

"Strategic Board" shall have the meaning ascribed to it in the Individual Terms.

"**Technical Specification**" means all the required vehicle specifications that has been developed under the License, License Assignment and Service Agreement (agreement number PS19-022, dated June 30, 2019)that is necessary to manufacture a complete vehicle.

"Third Party" shall have the meaning ascribed to it in the Individual Terms.

2. LAUNCH VEHICLE SUPPLY

- 2.1 Subject to Orders being placed by the Buyer, the Seller agrees to sell and supply to the Buyer, and the Buyer agrees to purchase from the Seller, the Launch Vehicles in accordance with the terms of the Agreement including, but not limited to, these General Terms.
- 2.2 The Parties acknowledge that Seller may use its Affiliates to perform its obligations under this Agreement, provided that Seller informs Buyer thereof. Seller shall however remain responsible for the performance, and any omission to perform or comply with the provisions of this Agreement, by any Affiliate to Seller to the same extent as if such performance or omittance was made by Seller itself. Seller shall also remain Buyer's sole point of contact unless otherwise agreed.

3. ORDERS AND VOLUMES

- 3.1 When desiring to purchase any of the Launch Vehicles, the Buyer shall issue an Order and submit it to the Seller. The Order shall state the ordered Launch Vehicles, quantity, price (based on the Prices) and time of delivery.
- 3.2 The Order shall be confirmed by the Seller or declined in writing within two (2) business days from receipt. If an Order has not been confirmed or been declined within such time, the Order shall be considered confirmed by the Seller. The Seller shall not unreasonably withhold confirmation of, or decline, an Order. No terms and conditions in any Order or confirmation of an Order or similar that deviate from the terms and conditions of this Agreement shall be valid or binding unless expressly agreed between the Parties.
- 3.3 The Buyer may cancel an Order in whole or in part. In this event, the Buyer shall reimburse the Seller for any proven actual costs and expenses incurred by the Seller due to the Buyer's cancellation and which the Seller is unable to mitigate by delivering the Launch Vehicles, under the relevant Order to another buyer or in any other financially acceptable way. The Seller shall produce reasonable documentation on the incurred costs and expenses for which the Seller claims reimbursement. For the sake of clarity, Seller may only sell the Launch vehicles to Buyer or Buyer's Affiliate or Seller and Seller's Affiliate.
- 3.4 The Buyer will order and the Seller will supply Launch Vehicles in accordance with ordering processes that are in current operation between the Parties, and as amended in the

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future. Orders shall be submitted, collected, segmented and scheduled using such systems as the Parties may agree upon from time to time.

4. MANUFACTURING

- 4.1 Assembly
- 4.1.1 The Seller undertakes to assemble the Launch Vehicles in strict conformity with the Technical Specification and/or as otherwise instructed by the Buyer from time to time and shall never implement any product changes, modification or substitutions of said Launch Vehicle(s) unless authorized thereto in writing by the Buyer in each case, subject to existing processes.

- DELLYERT, LOUISTICS, TITLE AND KISK
- 5.1 The Seller will deliver the Launch Vehicles on the dates that the Buyer specifies in the Orders, or any mutually agreed extended date. If the Buyer does not specify a date for any specific Order, the Seller shall deliver the Launch Vehicles within a commercially reasonable time.
- 5.2 The Launch Vehicles shall, unless otherwise agreed between the Parties in writing, be delivered to the Buyer in according to Ex Works Incoterms 2020 VCCD Outbound Yard from the Seller's Affiliates manufacturing plant in Chengdu.
- 5.3 The Buyer will issue packaging instructions for the Launch Vehicles, suitable for the selected transportation method. Should such packaging instruction not be available, the Seller will select packaging method.
- 5.4 The Seller shall cooperate with the Buyer in the latter's arrangement of the outbound logistics and transportation of the Launch Vehicles from its Facility to market destinations specified by the Buyer (and Buyer Affiliates) on the Buyer's behalf.
- 5.5 Title and risk of loss or damage with respect to each Launch Vehicle passes to the Buyer when the Seller has delivered the Launch Vehicles to the Buyer in accordance with Section 5, without prejudice to the Buyer's right to reject Launch Vehicles under Section 7.
- 5.6 If the Seller finds that it will not be able to deliver the Launch Vehicles at the agreed time or if delay on its part seems likely, the Seller shall immediately notify the Buyer thereof in writing, stating the reasons for the delay and, if possible, the time when delivery can be expected.

6. QUALITY

....

- 6.1 When producing the Launch Vehicles, the Seller shall use professional and skilled personnel, reasonably experienced for the production. The Seller shall work according to the same standard of care and professionalism that is done in the Seller's internal business and production.
- 6.2 The Seller's quality metrics requirements applicable to its Plant Facilities will apply to all finished Launch Vehicles. The Seller shall meet the objective standards of the Seller's Plant Quality Standards and the Seller will maintain such standards.
- 6.3 The Launch Vehicles shall conform to the Technical Specification.

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7. DEFECTS, MISBUILDS AND RIGHT TO REJECT

- 7.1 The Buyer will inspect and check the Launch Vehicles on site at Seller's premises before they will be shipped to Buyer. The Buyer will give an approval to ship the Launch Vehicles. This inspection is an initial check and not a final approval of the Launch Vehicles.
- 7.2 Immediately upon the Buyer's identification of the fact that any of the Launch Vehicles does not comply with the terms of this Agreement, the Buyer shall have the right to reject such defective Launch Vehicle within a commercially reasonable time after delivery.
- 7.3 The Seller shall repair and/or correct any rejected Launch Vehicles within a commercially reasonable time at its own costs and expenses. If a particular Launch Vehicle cannot be repaired or corrected, the Seller shall replace any non-repairable or non-correctable Launch Vehicle.
- 7.4 The Seller shall replace or physically correct any defects found prior to delivery of the Launch Vehicles to the Buyer. The Buyer is not obliged to accept Launch Vehicles if Seller has not properly corrected the defect.
- 7.5 If in delivering Launch Vehicles under this Agreement, the Seller delivers a Launch Vehicle that does not comply strictly with the Technical Specification and the quality level set forth in <u>Section 2.3.2 in the Individual terms</u> to the Buyer, the Parties will handle any such Launch Vehicle in accordance with Section 7.1, and the Seller alone will bear all correction or replacement costs.

8. WARRANTY

- 8.1 The Seller warrants that the product is in conformity with the Technical Specifications and merchantability or fitness for the particular purposes described in this Agreement.
- 8.2 [***]

9. INTELLECTUAL PROPERTY RIGHTS

Except as expressly stated in this Agreement, nothing in this Agreement shall be construed as an assignment of ownership of, or license to, any intellectual property rights.

10. LIMITATION OF LIABILITY

- 10.1 Neither Party shall be responsible for any indirect, incidental or consequential damage or any losses of production or profit caused by it under this Agreement.
- 10.2 Each Party's aggregate liability for any direct damage arising out of or in connection with this Agreement shall be limited to [***] of the Agreement amount subject to the price set forth in Schedule 1.
- 10.3 The limitations of liability set out in this Section 10 shall not apply in respect of damage;
 - (a) caused by wilful misconduct or gross negligence, or
 - (b) caused by a Party's breach of the confidentiality undertakings in Section 12 below.

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11. GOVERNANCE AND CHANGES

- 11.1 The Parties shall act in good faith in all matters and shall at all times co-operate in respect of changes to this Agreement as well as issues and/or disputes arising under this Agreement.
- 11.2 The governance and co-operation between the Parties in respect of this Agreement shall primarily be administered on an operational level. In the event the Parties on an operational level cannot agree upon aspects relating to the co-operation between the Parties, each Party shall be entitled to escalate such issue to the Steering Committee.
- 11.3 If the Steering Committee fails to agree upon a solution of the disagreement the relevant issue should be escalated to the Strategic Board for decision.

12. CONFIDENTIALITY

- 12.1 All Confidential Information shall only be used for the purposes set forth in this Agreement. Each Party will keep in confidence any Confidential Information obtained in relation to this Agreement and will not divulge the same to any Third Party, unless the exceptions specifically set forth below in this Section 13.1 below apply, in order to obtain patent protection or when approved by the other Party in writing, and with the exception of their own officers, employees, consultants or sub-contractors with a need to know as to enable such personnel to perform their duties hereunder. This provision will not apply to Confidential Information which the Receiving Party can demonstrate:
 - (a) was in the public domain other than by breach of this undertaking, or by another confidentiality undertaking;
 - (b) was already in the possession of the Receiving Party before its receipt from the Disclosing Party;
 - (c) is obtained from a Third Party who is free to divulge the same;
 - (d) is required to be disclosed by mandatory law, court order, lawful government action or applicable stock exchange regulations;
 - (e) is reasonably necessary for either Party to utilize its rights and make use of its Intellectual Property Rights; or
 - (f) is developed or created by one Party independently of the other, without any part thereof having been developed or created with assistance or information received from the other Party.
- 12.2 The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the dissemination to third parties or publication of the Confidential Information, as the Receiving Party uses to protect its own Confidential Information of similar nature. Further, each Party shall ensure that its employees and consultants are bound by a similar duty of confidentiality and that any subcontractors taking part in the fulfilment of that Party's obligations hereunder, enters into a confidentiality undertaking containing in essence similar provisions as those set forth in this Section12.
- 12.3 Any tangible materials that disclose or embody Confidential Information should be marked by the Disclosing Party as "Confidential," "Proprietary" or the substantial equivalent

thereof. Confidential Information that is disclosed orally or visually shall be identified by the Disclosing Party as confidential at the time of disclosure, with subsequent confirmation in writing within thirty (30) days after disclosure. However, the lack of marking or subsequent confirmation that the disclosed information shall be regarded as "Confidential" does not disqualify the disclosed information from being classified as Confidential Information.

- 12.4 If any Party violates any of its obligations described in this Section 12, the violating Party shall, upon notification from the other Party, (i) immediately cease to proceed such harmful violation and take all actions needed to rectify said behaviour and (ii) financially compensate for the harm suffered as determined by an arbitral tribunal pursuant to Section 15.2 below. All legal remedies (compensatory but not punitive in nature) according to law shall apply.
- 12.5 This Section 12 shall survive the expiration or termination of this Agreement without limitation in time.

13. MISCELLANEOUS

13.1 Force majeure

- 13.1.1 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a Third Party's), failure of energy sources or transport network, restrictions concerning motive force, acts of God, war, terrorism, insurgencies and riots, civil commotion, mobilization or extensive call ups, interference by civil or military authorities, national or international calamity, currency restrictions, requisitions, confiscation, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, stroke of lightning, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions.
- 13.1.2 A non-performing Party, which claims there is a Force Majeure Event, and cannot perform its obligations under this Agreement as a consequence thereof, shall use all commercially reasonable efforts to continue to perform or to mitigate the impact of its non-performance notwithstanding the Force Majeure Event and shall continue the performance of its obligations as soon as the Force Majeure Event ceases to exist.

13.2 Notices

- 13.2.1 All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Agreement must be in legible writing in the English language delivered by personal delivery, facsimile, email transmission or prepaid overnight courier using an internationally recognized courier service and shall be effective upon receipt, which shall be deemed to have occurred:
 - (a) in case of personal delivery, at the time and on the date of personal delivery;
 - (b) if sent by facsimile or email transmission, at the time and on the date indicated on a confirmation of successful transmission page relating to such facsimile

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transmission or at the time and date indicated on a response confirming such successful email transmission;

- (c) if delivered by courier, at the time and on the date of delivery as confirmed in the records of such courier service; or
- (d) at such time and date as delivery by personal delivery or courier is refused by the addressee upon presentation;

in each case provided that if such receipt occurred on a non-business day, then notice shall be deemed to have been received on the next following business day; and provided further that where any notice, demand, request or other communication is provided by any party by email, such party shall also provide a copy of such notice, demand, request or other communication buy using one of the other method. communication by using one of the other methods.

13.2.2 All such notices, demands, requests and other communications shall be sent to the addresses set out in the Individual Terms.

13.3 Assignment

13.3.1 Neither Party may, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under this Agreement without the other Party's prior written consent.

13.4 Waiver

Neither Party shall be deprived of any right under this Agreement because of its failure to exercise any right under this Agreement or failure to notify the infringing party of a breach in connection with the Agreement. Notwithstanding the foregoing, rules on complaints and limitation periods shall apply.

13.5 Severability

In the event any provision of this Agreement is wholly or partly invalid, the validity of the Agreement as a whole shall not be affected and the remaining provisions of the Agreement shall remain valid. To the extent that such invalidity materially affects a Party's benefit from, or performance under, the Agreement, it shall be reasonably amended.

13.6 Entire Agreement

All arrangements, commitments and undertakings in connection with the subject matter of this Agreement (whether written or oral) made before the date of this Agreement are superseded by this Agreement.

13.7 Amendments

Any amendment or addition to this Agreement must be made in writing and signed by the Parties to be valid.

13.8 Survival

If this Agreement is terminated or expires pursuant to the terms in the Individual Terms, Section 12 (*Confidential Information*), Section 14 *Governing Law*), Section 15 (*Dispute Resolution*) as well as this Section 13.8, shall survive any termination or expiration and remain in force as between the Parties after such termination or expiration.

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14. GOVERNING LAW

This Agreement and all non-contractual obligations in connection with this Agreement shall be governed by the substantive laws of the People's Republic of China, without giving regard to its conflict of laws principles.

15. DISPUTE RESOLUTION

15.1 Escalation principles

- 15.1.1 In case the Parties cannot agree on a joint solution for handling disagreements or disputes, a deadlock situation shall be deemed to have occurred and each Party shall notify the other Party hereof by the means of a deadlock notice and simultaneously send a copy of the notice to the Steering Committee. Upon the receipt of such a deadlock notice, the receiving Party shall within ten (10) days of receipt, prepare and circulate to the other Party a statement setting out its position on the matter in dispute and reasons for adopting such position, and simultaneously send a copy of its statement to the Steering Committee. Each such statement shall be considered by the next regular meeting held by the Steering Committee or in a forum meeting specifically called upon by either Party for the settlement of the issue.
- 15.1.2 The members of the Steering Committee shall use reasonable endeavours to resolve a deadlock situation in good faith. As part thereof, the Steering Committee may request the Parties to in good faith develop and agree on a plan to resolve or address the breach, to be presented for the Steering Committee without undue delay. If the Steering Committee agrees upon a resolution or disposition of the matter, the Parties shall agree in writing on terms of such resolution or disposition and the Parties shall procure that such resolution or disposition is fully and promptly carried into effect.
- 15.1.3 If the Steering Committee cannot settle the deadlock within thirty (30) days from the deadlock notice pursuant to the section above, despite using reasonable endeavours to do so, such deadlock will be referred to the Strategic Board for decision. Should the matter not have been resolved by the Strategic Board within thirty (30) days counting from when the matter was referred to them, despite using reasonable endeavours to do so, the matter shall be resolved in accordance with Section 15.2 below. If no Steering Committee has been established between the Parties, the relevant issue shall be referred to the Strategic Board immediately and Section 15.1.2 above shall not apply.

- 15.1.4 All notices and communications exchanged in the course of a deadlock resolution proceeding shall be considered Confidential Information of each Party and be subject to the confidentiality undertaking in Section 12 above.
- 15.1.5 Notwithstanding the above, the Parties agree that either Party may disregard the time frames set forth in this Section 15.1 and apply shorter time frames and/or escalate an issue directly to the Strategic Board in the event the escalated issue is of an urgent character and where the applicable time frames set out above are not appropriate.

15.2 Arbitration

1.1.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall, be submitted to China International Economic and Trade Arbitration Committee ("CIETAC") for arbitration, which shall be held in Shanghai and conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration, whereas the language to be used in the arbitral

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proceedings shall be English and Chinese. The arbitral tribunal shall be composed of three arbitrators.

- 15.2.1 Irrespective of any discussions or disputes between the Parties, each Party shall always continue to fulfil its undertakings under this Agreement unless an arbitral tribunal or court (as the case may be) decides otherwise.
- 15.2.2 In any arbitration proceeding, any legal proceeding to enforce any arbitration award, or any other legal proceedings between the Parties relating to this Agreement, each Party expressly waives the defence of sovereign immunity and any other defence based on the fact or allegation that it is an agency or instrumentality of a sovereign state. Such waiver includes a waiver of any defence of sovereign immunity in respect of enforcement of arbitral awards and/or sovereign immunity from execution over any of its assets.
- 15.2.3 All arbitral proceedings as well as any and all information, documentation and materials in any form disclosed in the proceedings shall be strictly confidential.

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

TOOLING AND EQUIPMENT USER RIGHT AGREEMENT

dated December 8, 2023

Chengdu Jisu New Energy Vehicle Co., Ltd

Zhongjia Automobile Manufacturing (Chengdu) Co. Ltd, Reg. No.

and

Polestar Automotive China Distribution Co. Ltd

Regarding use of Tooling and equipment

Tooling and Equipment User Right Agreement

2(15) Agreement: PS23-053

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LIST OF APPENDICES

- A. Tooling and Equipment Specification
- B. Fee

This **TOOLING AND EQUIPMENT USER RIGHT AGREEMENT** is dated December 8 2023 and made between:

- Chengdu Jisu New Energy Vehicle Co., Ltd., Reg. No. 91510112MA7FJ70M66, a limited liability company incorporated under the laws of People's Republic of China, having its registered office in Hangzhou ("Owner");
- (2) Zhongjia Automobile Manufacturing (Chengdu) Co. Ltd, Reg. No., Reg. No. 91510112562005858U, a limited liability company incorporated under the laws of People's Republic of China, having its registered office in Chengdu ("User"); and
- (3) Polestar Automotive China Distribution Co. Ltd., Reg. No. 91510112MA6D05KT88, a limited liability company incorporated under the laws of People's Republic of China, having its registered office at Room 404 L4, No. 325 South Rd., Economic-Technology Development (Longquanyi) Dist., Chengdu, Sichuan, PR China ("Polestar"),

Each of the Owner, the User and Polestar is hereinafter referred to as a "**Party**" and, jointly, as the "**Parties**".

Tooling and Equipment User Right Agreement

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BACKGROUND

- A. The User will manufacture the [***] vehicle for Polestar (or its Affiliates). The manufacturing of the [***] vehicle requires certain tooling and equipment, including the tooling and equipment that is further described in <u>Appendix A Tooling And Equipment</u> <u>Specification</u>, the ownership of which has been or shall be transferred from Polestar to the Owner according to the agreement between Polestar and the Owner.
- B. The Owner is or will be the exclusive owner of the relevant Tooling And Equipment (as defined in Section 1 below) and the User wishes to have such Tooling And Equipment used in the production of the [***] vehicle. For efficiency reasons, the Parties have now agreed that User shall be entitled to use the Tooling And Equipment and that the User accordingly shall compensate the Owner for its right to use the Tooling And Equipment.
- C. In the light of the foregoing, the Parties have executed this Agreement (as defined in Section 1 below).

1. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings assigned to them below. Capitalised terms in this Agreement are defined in the way described below. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and *vice versa*.

"Affiliate" means (i) for User, any other legal entity that directly or indirectly is controlled by Volvo Car Corporation, (ii) for Owner, any other legal entity that, directly or indirectly, is controlled by or is under common control of the Owner, but excluding the User and its Affiliates and Polestar and its Affiliates for the purpose of this Agreement, and (iii) for Polestar, any other legal entity that directly or indirectly is controlled by Polestar Automotive Holding UK PLC, "control" for this purpose means ownership or control of (i) at least fifty per cent (50%) of the voting stock, partnership interest or other ownership interest or (ii) the power (a) to appoint or remove a majority of the board of directors or other governing body of an entity, or (b) to cause the direction of "Affiliates" in good faith if it in the future does not reflect the Parties' intention at the time of signing this Agreement due to a restructuring or reorganization in relation to either of the Parties.

"Agreement" means this Tooling and Equipment User Right Agreement including the

Appendices as amended and agreed from time to time.

"Appendix" means all appendices to this Agreement.

"Tooling And Equipment" means [***] vehicle related unique tooling and equipment further specified in <u>Appendix A</u> as amended from time to time by the Parties, which is or will be owned by the Owner and is or will be stored at the User's or the Vendor's site and used by the User for the production of the [***] vehicle and components thereof.

"Confidential Information" means any and all information regarding the Parties and their respective businesses, whether commercial or technical, in whatever form or media, including but not limited to information relating to the existence, content and subject matter of this Agreement, information relating to Intellectual Property Rights, concepts, technologies, processes, commercial figures, techniques, strategic plans and budgets, investments, customers and sales, designs, graphics, CAD models, CAE data, statement of works (including engineering statement of works and any such specifications), targets, test

Tooling and Equipment User Right Agreement

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plans/reports, technical performance data and engineering sign-off documents and other information of a sensitive nature, that a Party learns from or about the other Party prior to or after the execution of this Agreement, whether the information is marked "Confidential" or not.

"Disclosing Party" means the Party disclosing Confidential Information to the Receiving Party.

"Effective Date" shall have the meaning ascribed to it in Section 10.1

"Fee" shall have the meaning ascribed to it in Section 4.1.1.

"Force Majeure Event" shall have the meaning ascribed to it in Section 11.1.1.

"Intellectual Property Rights" means any and all intellectual property rights, including but not limited to patents, patent applications, Trademarks, software, designs, utility models, copyrights, database rights, ideas, concepts, techniques, inventions, technologies, tools, processes and methodologies, know-how and trade secrets and any similar rights in any jurisdiction, regardless of whether registered or not, and all rights under licenses or otherwise in relation to any of the foregoing.

"User" shall have the meaning ascribed to it in the beginning of this Agreement.

"User Group" means User and its Affiliates.

"Owner" shall have the meaning ascribed to it in the beginning of this Agreement.

"Receiving Party" means the Party receiving Confidential Information from the Disclosing Party.

"Steering Committee" means the first level of governance forum established by User and Polestar for handling the cooperation between them in respect of various matters.

"Strategic Board" means the highest level of governance forum established by the User and Polestar for handling the cooperation between them in respect of various matters which regarding cooperation between User and Polestar is the so-called Volvo Polestar Executive Meeting.

"Term" shall have the meaning ascribed to it in Section 10.1.

"Third Party" means a party other than any of the Parties and/or an Affiliate of one of the Parties to this Agreement.

"**Trademarks**" means trademarks (including part numbers that are trademarks), service marks, logos, trade names, business names, assumed names, trade dress and get-up, and domain names, in each case whether registered or unregistered, including all applications, registrations, renewals and the like, in each case to the extent they constitute rights that are enforceable against third parties.

"Vendor" means the Third Party supplier of the Tooling And Equipment to Polestar or its Affiliates.

2. SCOPE

- 2.1 By entering into this Agreement, the Parties initiate a co-operation, where the User will be given a right to use the Tooling And Equipment, subject inter alia to the User compensating Owner for such use, under the terms and conditions of this Agreement.
- 2.2 This Agreement sets out the terms and conditions that shall apply to the User's use of the Tooling And Equipment for the sole purpose of manufacturing [***] vehicle for Polestar.

3. RIGHT TO USE TOOLING AND EQUIPMENT

- 3.1 Subject to Section 3.2, the Tooling And Equipment shall at all times be owned by Owner. By this Agreement, the Owner grants to User a right to use the Tooling And Equipment during the Term of this Agreement for the sole purpose of [***] vehicle related production. User undertakes not to use the Tooling And Equipment for any other purpose other than as stated herein.
- 3.2 The Parties acknowledge that the complete ownership of the Tooling And Equipment may not have been fully transferred to the Owner as of the Effective Date of this Agreement due to practicalities, and in the meantime such transfer shall be conducted in the most efficient and timely manner. Polestar shall during this interim period, grant the User the right to use such Tooling And Equipment owned by Polestar for the purpose of this Agreement until the ownership thereof is transferred to the Owner.
- 3.3 User has no right to ask the Vendor for any changes to or modifications of the Tooling And Equipment, nor ask the Vendor for any repairs or other work on the Tooling And Equipment, without Polestar's prior written consent.
- 3.4 The Tooling And Equipment is located at User's or Vendor's premises on behalf of the Owner. The Owner, User and Polestar have no responsibility for the premises in which the Tooling And Equipment is located, except for the Tooling And Equipment located in User's plant for which User shall be responsible. The Tooling And Equipment may not be relocated without Polestar's prior written consent. The Owner and Polestar shall take all reasonable steps to ensure the Vendor lets the User benefit from its right to use the Tooling And Equipment through the Vendor. If the Owner and Polestar have taken such reasonable steps, the Owner, User and Polestar shall not be responsible in the event the Vendor does not let the User benefit from its right to make use of the Tooling And Equipment through the Vendor.
- 3.5 The right to use the Tooling And Equipment is further subject to the payment obligations set forth in Section 4 below. If the User is in delay with its payment more than [***] days from date of invoice, the Owner, after consultation and agreement with Polestar, is entitled to temporarily cease the User's right to use the Tooling And Equipment.

4. FEE AND PAYMENT TERMS

4.1 Fee

4.1.1 In consideration of User's use of the Tooling And Equipment hereunder, the User agrees to pay the Fee to the Owner, calculated based on the depreciations of the Owner's acquisition value of the Tooling And Equipment hereunder, and as further detailed in <u>Appendix B, Fee</u> as amended and updated, (the "Fee").

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4.2 Payment Terms

- 4.2.1 The Fee shall be paid by the User to the Owner in accordance with the payment terms in this section 4.2. The Fee shall be invoiced and paid in CNY.
- 4.2.2 Any amount invoiced by Owner to User shall be paid within [***]days from date of invoice.
- 4.2.3 The Fee shall be invoiced quarterly at the end of each quarter, *e.g.* in April for the period January-March and in July for the period April-June. The invoices shall include a detailed specification on what is charged. Polestar shall provide reasonable assistance to the Owner in preparing such invoice.
- 1 9 1 All amounts referred to in this A reamant are avalusive of VAT and other taves. The

- quarterly invoices issued by Owner shall include VAT and relevant surcharges. The User shall bear the VAT and surcharges that are applicable according to local tax regulations.
- 4.2.5 Payment made later than the due date shall automatically be subject to interest for late payments for each day it is not paid and the interest shall be based on the annual interest rate [***].

5. WARRANTIES

- 5.1 Each Party warrants and represents to the other Parties that:
 - (a) it is duly organized, validly existing, and in good standing under the laws of its respective jurisdiction of incorporation or formation, as applicable;
 - (b) it has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
 - (c) the execution, delivery and performance of this Agreement have been duly authorized and approved, with such authorization and approval in full force and effect, and do not and will not (i) violate any laws or regulations applicable to it or (ii) violate its organization documents or any agreement to which it is a party; and
 - (d) this Agreement is a legal and binding obligation of it, enforceable against it in accordance with its terms.
- 5.2 The Parties acknowledge that the Tooling And Equipment are provided on an "as is" basis without any warranties or representations of any kind, whether implied or express. Owner and Polestar take no responsibility and expressly disclaim any and all liability and claims of any kind in case of errors or defects in the Tooling And Equipment as well as any damage caused as a result of or in relation to the User's use/misuse of the Tooling And Equipment (as well as User's indirect use of the Tooling through *e.g.* the Vendor's care).
- 5.3 Polestar hereby warrants to accommodate any changes or modifications of the Tooling And Equipment as agreed between Owner, User and Polestar and to grant to User the rights to use such changes or modifications during the lifetime of the [***] vehicle.

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6. INTELLECTUAL PROPERTY

6.1 Ownership and license grant

- 6.1.1 The Parties agree that any and all Intellectual Property Rights in and to the Tooling And Equipment shall at all times be and remain fully vested with Polestar. Subject to Section 6.3, Polestar however grants User a non-exclusive, non-assignable, sub-licensable (however only to User's Affiliates, unless otherwise agreed upon by Polestar and the User), and limited license to any Intellectual Property Rights in and to the Tooling And Equipment, to the extent necessary for User to utilize the Tooling And Equipment as contemplated herein, for the Term of this Agreement.
- 6.1.2 Nothing in this Agreement shall be deemed an assignment of ownership of any Intellectual Property Rights, including in the Tooling And Equipment, from Polestar to the User, except if and to the extent expressly set out herein.
- 6.1.3 In the event any new Intellectual Property Rights in and to the Tooling And Equipment are created (including in relation to changes during maintenance of the Tooling And Equipment) under this Agreement, the Parties agree that Polestar shall be the exclusive owner of such Intellectual Property Rights including all modifications, amendments and developments thereof. Hence all such Intellectual Property Rights shall automatically and immediately upon their creation stay with and/or be transferred to Polestar. Polestar shall further have the right to transfer, sublicense, modify and otherwise freely dispose of such Intellectual Property Rights.

6.2 Volvo brand name

- 6.2.1 This Agreement does not include any right to use the "Volvo" brand name, or Trademarks, or refer to "Volvo" in communications or official documents of whatever kind. The Parties acknowledge that the "Volvo" Trademarks as well as the "Volvo" name is owned by Volvo Trademark Holding AB and that the right to use the name and the "Volvo" Trademarks is subject to a license agreement, which stipulates that the name, Trademarks and all thereto related Intellectual Property Rights can only be used by Volvo Car Corporation and its Affiliates in relation to Volvo products.
- 6.2.2 This Agreement does not include any rights to directly or indirectly use the "Volvo" brand name or "Volvo" Trademarks, on or for any products or when marketing, promoting and/or

selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence.

6.3 Polestar brand name

- 6.3.1 For sake of clarity, this Agreement does not include any right to use the "Polestar" brand name or Trademarks, or refer to "Polestar" in communications or official documents of whatever kind.
- 6.3.2 This Agreement does not include any rights to directly or indirectly use the "Polestar" brand name or "Polestar" Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence.

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6.4 Geely brand name

- 6.4.1 For sake of clarity, This Agreement does not include any right to use the "Geely" brand name or Trademarks or any other Trademarks owned by the Owner or its Affiliates (together "**Owner Group Trademarks**"), or refer to any of such brand name and Trademarks in communications or official documents of whatever kind.
- 6.4.2 This means that this Agreement does not include any rights to directly or indirectly use the "Geely" brand name or Owner Group Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence.

7. LIMITATION OF LIABILITY

- 7.1 Neither Party shall be responsible for any indirect, incidental or consequential damage or any losses of production or profit caused by it under this Agreement.
- 7.2 Each Party's aggregate liability for any damage arising out of or in connection with this Agreement shall be limited to [***] of the Tooling And Equipment for which the right to use is provided under this Agreement.
- 7.3 The limitations of liability set out in this Section 7 shall not apply in respect of;
 - (a) claims related to death or bodily injury;
 - (b) damage caused by wilful misconduct or gross negligence,
 - damage caused by a Party's breach of the confidentiality undertakings in Section 9 below, or
 - (d) damage arising out of an infringement, alleged infringement, of the other Party's or any third party's Intellectual Property.

8. GOVERNANCE AND CHANGE MANAGEMENT

8.1 Governance

- 8.1.1 The Parties shall act in good faith in all matters and shall at all times co-operate in respect of changes to this Agreement as well as issues and/or disputes arising under this Agreement.
- 8.1.2 The governance and co-operation between the Parties in respect of this Agreement shall primarily be administered on an operational level. In the event the Parties on an operational level cannot agree upon *inter alia* the prioritisation of development activities or other aspects relating to the co-operation between the Parties, User or Polestar shall be entitled to escalate such issue to the Steering Committee.
- 8.1.3 If the Steering Committee fails to agree upon a solution of the disagreement the relevant issue should be escalated to the Strategic Board for decision.
- 8.1.4 The Owner acknowledges that it is not directly part of the Steering Committee and the Strategic Board and agrees that Polestar, on behalf of the Owner, will handle any potential escalation. The Owner shall abide by the governance under this Section 8.1 given the nature of the cooperation under this Agreement.

8.2 Changes

- 8.2.1 During the term of this Agreement, the User can request changes to the Tooling And Equipment Specification, which shall be handled in accordance with the governance procedure set forth in Section 8.1 above. Polestar and the User agree to act in good faith to address and respond to any change request within a reasonable period of time.
- 8.2.2 The Parties acknowledge that the Owner or Polestar will not make any changes in accordance with such change request until agreed in writing between Polestar and the User. For the avoidance of any doubt, until there is agreement about the requested change, the existing Tooling And Equipment Specification shall be valid.
- 8.2.3 The Owner grants to User the right to use changes and modifications to the existing Tooling and Equipment Specification as agreed between the User and Polestar in accordance with Section 3.

9. CONFIDENTIALITY

- 9.1 The Parties shall take any and all necessary measures to comply with the security and confidentiality procedures of the other Party.
- 9.2 All Confidential Information shall only be used for the purposes set forth in this Agreement. Each Party shall keep in confidence any Confidential Information obtained in relation to this Agreement and shall not divulge the same to any Third Party, unless the exceptions specifically set forth below in this Section 9.2 below apply, in order to obtain patent protection or when approved by the other Party in writing, and with the exception of their own, officers, employees, consultants or sub-contractors or Affiliates with a need to know as to enable such personnel to perform their duties hereunder. This provision shall not apply to Confidential Information which the Receiving Party can demonstrate:
 - (a) was in the public domain other than by breach of this undertaking, or by breach of another confidentiality undertaking, at the time such information is disclosed by the Disclosing Party;
 - (b) was already in the possession of the Receiving Party before its receipt from the Disclosing Party;
 - is lawfully obtained from a Third Party who is free to divulge the same provided such Third Party is not under any obligation to keep such information confidential;
 - (d) is required to be disclosed by mandatory law, court order, lawful government action or applicable stock exchange regulations; or
 - (e) is developed or created by one Party independently of the others, without any part thereof having been developed or created with assistance or information received from the other Party.
- 9.3 The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the dissemination to third parties or publication of the Confidential Information, as the Receiving Party uses to protect its own Confidential Information of similar nature. Further, each Party shall ensure that its employees and consultants are bound by a similar duty of confidentiality and that any subcontractors taking part in the fulfilment of that Party's obligations hereunder, enters

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into a confidentiality undertaking containing in essence similar provisions as those set forth in this Section 9.

9.4 Any tangible materials that disclose or embody Confidential Information should be marked by the Disclosing Party as "Confidential," "Proprietary" or the substantial equivalent thereof. Confidential Information that is disclosed orally or visually shall be identified by the Disclosing Party as confidential at the time of disclosure, with subsequent confirmation in writing within thirty (30) days after disclosure. However, the lack of marking or subsequent confirmation that the disclosed information shall be regarded as "Confidential" does not disqualify the disclosed information from being classified as Confidential Information.

9.5 If any Party violates any of its obligations described in this Section 9, the violating Party

shan, upon nonreation from the other rarty, (i) infinediately cease to proceed such naminal violation and take all actions needed to rectify said behaviour and (ii) financially compensate for the harm suffered as determined by an arbitral tribunal pursuant to Section 13.2 below. All legal remedies (compensatory but not punitive in nature) according to law shall apply.

9.6 This Section 9 shall survive the expiration or termination of this Agreement without limitation in time.

10. TERM AND TERMINATION

- 10.1 This Agreement shall become effective when signed by duly authorised signatories of each Party (the "Effective Date") and shall remain in force until terminated in accordance with what is set out below in this Section 10 (the "Term").
- 10.2 This Agreement may be terminated, in whole or in part (including for the avoidance of doubt any of its Appendices), with immediate effect:
 - (a) by either Party if the other Party is in material breach of any of its obligations under this Agreement and such breach (if remediable) is not remedied within thirty (30) days of written notice thereof;
 - (b) by either Party if the other Party should become insolvent or enter into negotiations on composition with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors; or
 - (c) by either Party if the asset transfer agreement regarding the Tooling And Equipment between the Owner and Polestar is terminated, and in such case Polestar and User shall with immediate effect enter into a separate agreement based on the general purposes and principles outlined in this Agreement for the purpose of granting User a right to use the Tooling And Equipment for the [***] vehicle related production in order to ensure that User can uphold [***] vehicle related production. If Polestar fails to provide User, directly or indirectly through other companies, with a right to use the Tooling and Equipment for the [***] vehicle related production, User shall not be liable for delayed or stopped [***] vehicle related production; or
 - (d) by either Polestar or the User or their respective Affiliates acting as a nondefaulting party, in the event of termination of the manufacturing agreement for [***] vehicle or any related material project contract due to a material breach or any insolvency or bankruptcy event of either Polestar or the User or their

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respective Affiliates in accordance with the terms and conditions therein, provided that such terminating Party can reasonably demonstrate that the subject matters or primary purpose of this Agreement have been significantly and adversely affected by the termination thereof.

10.3 For the avoidance of doubt, if this Agreement has expired or has been terminated in accordance with this Section 10, then all Appendices to this Agreement shall automatically and immediately terminate.

11. MISCELLANEOUS

11.1 Force majeure

- 11.1.1 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes (whether involving its own workforce or a Third Party's), failure of general energy sources delivering energy to the plant, restrictions concerning motive force, acts of God, war, terrorism, insurgencies and riots, civil commotion, mobilization or extensive call ups, interference by civil or military authorities, national or international calamity, currency restrictions, requisitions, confiscation, armed conflict, malicious damage, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, stroke of lightning, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions.
- 11.1.2 A non-performing Party, which claims there is a Force Majeure Event, and cannot perform its obligations under the Agreement as a consequence thereof, shall use all commercially reasonable efforts to continue to perform or to mitigate the impact of its non-performance notwithstanding the Force Majeure Event and shall continue the performance of its obligations as soon as the Force Majeure Event ceases to exist.

11.2 Notices

11.2.1 All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Agreement must be in legible writing in the English language delivered by personal delivery, facsimile, email transmission or prepaid

overnight courier using an internationally recognized courier service and shall be effective upon receipt, which shall be deemed to have occurred:

- (a) in case of personal delivery, at the time and on the date of personal delivery;
- (b) if sent by facsimile or email transmission, at the time and on the date indicated on a confirmation of successful transmission page relating to such facsimile transmission or at the time and date indicated on a response confirming such successful email transmission;
- (c) if delivered by courier, at the time and on the date of delivery as confirmed in the records of such courier service; or
- (d) at such time and date as delivery by personal delivery or courier is refused by the addressee upon presentation;

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in each case provided that if such receipt occurred on a non-business day, then notice shall be deemed to have been received on the next following business day; and provided further that where any notice, demand, request or other communication is provided by any party by email, such party shall also provide a copy of such notice, demand, request or other communication by using one of the other methods.

11.2.2 All such notices, demands, requests and other communications shall be sent to following addresses:

To Owner:	Chengdu Jisu New Energy Vehicle Co., Ltd. Attention: [***]1760's Jiangling Rd, Binjiang district,Hangzhou,Zhejiang province,China. Email: [***]
To User:	Zhongjia Automobile Manufacturing (Chengdu) CO. LTD Attention: [***] Email: [***]
	With a copy not constituting notice to:
	Zhongjia Automobile Manufacturing (Chengdu) CO. LTD Attention: [***] [***]
To Polestar:	Polestar Automotive China Distribution Co. Ltd Attention: [***]
	Email: [***]
	With a copy not constituting notice to:
	Polestar Automotive China Distribution Co. Ltd Attention: [***]

11.3 Assignment

Neither Party may, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under this Agreement without the other Parties' prior written consent.

Email: [***]

11.4 Waiver

Neither Party shall be deprived of any right under this Agreement because of its failure to exercise any right under this Agreement or failure to notify the infringing Party of a breach in connection with the Agreement. Notwithstanding the foregoing, rules on complaints and limitation periods shall apply.

11.5 Severability

In the event that any provision of this Agreement conflicts with applicable law or if any such provision is held invalid by an arbitrator or a competent court, such provision shall be

deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remainder of the Agreement shall at all times remain in full force and effect.

11.6 Entire Agreement

All arrangements, commitments and undertakings in connection with the subject matter of this Agreement (whether written or oral) made before the date of this Agreement are superseded by this Agreement.

11.7 Amendments

Any amendment or addition to this Agreement shall not be legally valid unless made in writing and signed by all the Parties.

11.8 Survival

If this Agreement is terminated or expires pursuant to Section 10 above, Section 4.2.5 (late payment interest), Section 9 (*Confidentiality*), Section 12 (*Governing Law*), Section 13 (*Dispute resolution*) as well as this Section 11.8, shall survive any termination or expiration and remain in force as between the Parties after such termination or expiration.

12. GOVERNING LAW

12.1 This Agreement and all non-contractual obligations in connection with this Agreement shall be governed by the substantive laws of People's Republic of China without giving regard to its conflict of laws principles.

13. DISPUTE RESOLUTION

13.1 Escalation principles

- 13.1.1 In case the Parties cannot agree on a joint solution for handling disagreements or disputes, a deadlock situation shall be deemed to have occurred and each Party shall notify the other Party hereof by the means of a deadlock notice and simultaneously send a copy of the notice to the Steering Committee. Upon the receipt of such a deadlock notice, the receiving Party shall within ten (10) days of receipt, prepare and circulate to the other Party a statement setting out its position on the matter in dispute and reasons for adopting such position, and simultaneously send a copy of its statement to the Steering Committee. Each such statement shall be considered by the next regular meeting held by the Steering Committee or in a forum meeting specifically called upon by either Party for the settlement of the issue.
- 13.1.2 The members of the Steering Committee shall use reasonable endeavours to resolve a deadlock situation in good faith. As part thereof, the Steering Committee may request the Parties to in good faith develop and agree on a plan to resolve or address the breach, to be presented for the Steering Committee without undue delay. If the Steering Committee agrees upon a resolution or disposition of the matter, the Parties shall agree in writing on terms of such resolution or disposition and the Parties shall procure that such resolution or disposition is fully and promptly carried into effect.
- 13.1.3 If the Steering Committee cannot settle the deadlock within thirty (30) days from the deadlock notice served pursuant to Section 18.1.1 above, such deadlock will be referred to the Strategic Board for decision. Should the matter not have been resolved by the Strategic

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Board within thirty (30) days counting from when the matter was referred to them, despite using reasonable endeavours to do so, the matter shall be resolved in accordance with Section 13.2 below. If no Steering Committee has been established between the Parties, the relevant issue shall be referred to the Strategic Board immediately and Section 13.1.2 above shall not apply.

- 13.1.4 All notices and communications exchanged in the course of a deadlock resolution proceeding shall be considered Confidential Information of each Party and be subject to the confidentiality undertaking in Section 9 above.
- 13.1.5 Notwithstanding the above, the Parties agree that either Party may disregard the time frames set forth in this Section 13.1 and apply shorter time frames and/or escalate an issue directly to the Strategic Board in the event the escalated issue is of an urgent character and where the applicable time former at each other and the product of the statement of the second secon

where the applicable time frames set out above are not appropriate.

13.2 Arbitration

- 13.2.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be submitted to the China International Economic and Trade Arbitration Committee ("CIETAC") for arbitration, which shall be held in Shanghai and conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration, whereas the language to be used in the arbitral proceedings shall be English.
- 13.2.2 Irrespective of any discussions or disputes between the Parties, each Party shall always continue to fulfil its undertakings under the Agreement unless an arbitral tribunal or court (as the case may be) decides otherwise.
- 13.2.3 In any arbitration proceeding, any legal proceeding to enforce any arbitration award, or any other legal proceedings between the Parties relating to this Agreement, each Party expressly waives the defence of sovereign immunity and any other defence based on the fact or allegation that it is an agency or instrumentality of a sovereign state. Such waiver includes a waiver of any defence of sovereign immunity in respect of enforcement of arbitral awards and/or sovereign immunity from execution over any of its assets.
- 13.2.4 All arbitral proceedings as well as any and all information, documentation and materials in any form disclosed in the proceedings shall be strictly confidential.

[Signature page follows]

Tooling and Equipment User Right Agreement

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IN WITNESS WHEREOF, this Agreement has been signed in three (3) originals on the date first stated above, of which the Parties have received one (1) each.

Date:2023.12.26

Date:2024.3.3

Chengdu Jisu New Energy Vehicle Co., Ltd

Zhongjia Automobile Manufacturing (Chengdu) Co. Ltd

Quan Zhang

Xaolin Yuan

Printed name: Title: Legal Representative Printed name: Title: Head of APAC

Printed name: Title: Printed name: Title:

Date:

Date:

Polestar Automotive China Distribution Co. Ltd

Ellie Wu Printed name: Title: General Manager Quan Zhang (NOTE to redacted version: legal representative of Chengdu Jisu New Energy Vehicle Co., Ltd first signed on wrong line)______Printed name: Title:

Date:

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APPENDIX A

TOOLING AND EQUIPMENT SPECIFICATION

[***]

APPENDIX B

FEE

The Fee is based on the depreciation cost for the Tooling And Equipment over the life time of the [***] vehicle, i.e.[***]. It is calculated based on the total acquisition value of the Tooling And Equipment per Appendix A, which can be amended based on changes or modifications of the tooling over time, divided by the depreciation time of [***]as follows:

[***]		

The Parties recognize that the yearly Fee set out in the table above are estimates and that the Fee payable by User under this Agreement will be based on the actual depreciation cost for the Tooling And Equipment. Owner shall no later than in December each year provide User with the updated information on the estimated Fee payable for the coming calendar year. Further, the Owner shall during the calendar year on a quarterly basis keep User informed about any changes in the estimated Fee. At the end of the Calendar year the Owner will make a reconciliation between the Fee invoiced during the calendar year and the actual depreciation cost for the Tooling And Equipment for that calendar year and any difference (surplus or deficit) will be carried forward and be included in the Fee for the next calendar year. If there at the end of production is a surplus or deficit such difference should be paid/repaid as a lump-sum.

The Fee will be free from any mark-up or interest from the Owner to the User.

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

FRAMEWORK ASSIGNMENT AND LICENSE AGREEMENT

Volvo Car Corporation

and

Polestar Automotive China Distribution Co. Ltd.

Assignment of and license to technology related to Polestar Vehicles

Agreement no. PS23-071

Restated Framework Assignment and License Agreement 2(25)

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APPENDICES

Schedule 1 - Template Car Model Assignment and License Agreement

Agreement no. PS23-071

This FRAMEWORK ASSIGNMENT AND LICENSE AGREEMENT (this "Agreement") is made between:

- Volvo Car Corporation, Reg. No. 556074-3089, a limited liability company incorporated under the laws of Sweden ("Volvo Cars"); and
- (2) Polestar Automotive China Distributio Co. Ltd., Reg.no 91510112MA6D05KT88, a limited liability company incorporated under the laws of People's Republic of China ("Polestar").

Each of Volvo Cars and Polestar is hereinafter referred to as a "**Party**" and jointly as the "**Parties**".

BACKGROUND

- Α. Volvo Cars and Polestar New Energy Vehicle Co Ltd ("Polestar NEV") entered into a Framework Assignment and License Agreement as well as a Car Model Assignment and License Agreement in relation a license to technology related to Polestar 1 and Polestar 2 car models (PS18-016) signed on 31 October 2018, a Supplement Agreement to the Car Model Assignment and Licene Agreement (PS19-035) signed in 2019 and an Amendment Agreement to the Car Model Assignment and License Agreement (PS20-032) signed in 2020 (the "Original Agreements"). The Parties and Polestar NEV thereafter entered into a novation agreement (PS20-079) signed 17 December 2020 ("Novation Agreement") and an amendment agreement to the Novation Agreement (PS23-073) to be signed in conjunction with this Agreement in which Volvo Cars agreed to that Polestar NEV transfers all of its rights and outstanding obligations under the Original Agreements to Polestar and Polestar NEV agreeed to accept such transfer. Further, the Parties have also entered into a Supplement Agreement to the Car Model Assignment and License Agreement (PS21-044) signed 23 June 2021 (the "Supplement Agreement"). In the light of the foregoing, the Parties have agreed to execute this Framework Assignment and License Agreement for the purpose of restating the terms and conditions under the Original Agreements and the Supplement Agreement.
- B. Volvo Cars is an experienced manufacturer of Volvo branded cars.
- C. Polestar is a manufacturer of Polestar branded high-end electric performance cars.

- D. The Parties have agreed that Volvo Cars shall, to some extent based on Volvo IP (as defined in Section 1 below), develop and deliver to Polestar certain technology related to Polestar Vehicles (as defined in Section 1 below).
- E. The Parties have further agreed that the Volvo Technology (as defined in Section I below) shall be the sole property of Volvo Cars. Volvo Cars shall grant Polestar certain rights to use the Volvo Technology but also assign to Polestar the Polestar Technology (as defined in Section 1 below). Polestar shall automatically grant Volvo Cars a grant-back license to use such parts of Polestar Technology that are Common Polestar Technology (as defined in Section 1 below).
- F. Moreover, the Parties have agreed that the license rights to the Volvo Technology shall be granted to Polestar to the extent so agreed in, and in accordance with, each separate Car Model Assignment and License Agreements (as defined in Section 1 below). The Parties have also agreed that the rights to the Polestar Technology shall be assigned to Polestar and the license rights to the Common Polestar Technology shall be granted to Volvo Cars to

Agreement no. PS23-071

Restated Framework Assignment and License Agreement 4(25)

such extent and in accordance to what is agreed in each separate Car Model Assignment and License Agreement.

1. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings assigned to them below. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and *vice versa*.

"Affiliate" means

- for Polestar, any of the below legal entities (other than Polestar) and any other legal entity that, directly or indirectly, is controlled (individually or jointly) by:
 - (i) Polestar Automotive (Shanghai) Co., Ltd;
 - (ii) Polestar New Energy Vehicle Co., Ltd.;
 - (iii) Polestar Holding AB; or
 - (iv) Polestar Performance AB; and
- (b) for Volvo Cars, Volvo Car AB and any other legal entity that, directly or indirectly, is controlled by Volvo Car AB.

control for this purpose meaning ownership or control of at least fifty per cent (50%) of the voting stock, partnership interest or other ownership interest of such legal entity. The Parties, however, agree to renegotiate this definition of Affiliate in good faith if it in the future does not reflect the Parties' intention at the time of signing this Agreement due to a restructuring or reorganisation in relation to either of the Parties.

"Agreement" means this Framework Assignment and LicenseAgreement including all of its Schedules and their amended from time to time.

"Appendix" means the appendices to the Schedules.

"Background IP" means the Intellectual Property Rights either;

- (a) owned by either of the Parties; or
- (b) created, developed or invented by directors, managers, employees or consultants of either of the Parties to which the Party has licensed rights instead of ownership and the right to grant a sublicense

prior to the execution of this Agreement, and any Intellectual Property Rights developed independently of this Agreement.

"Car Model Assignment and License Agreement" means the car model assignment and license agreements, including its Appendices, entered into between the Parties (in accordance with the intention of the Parties as further described in Schedule 1, Template Car Model Assignment and License Agreement) under which licenses and assignments shall be called off in relation to a Polestar Vehicle, in accordance with what is set out in this Agreement.

"**Common Polestar Technology**" means such Polestar Technology, which is specified as Common Polestar Technology in Appendix 1.1 to an executed Car Model Assignment and License Agreement, and which automatically, upon the assignment to Polestar, shall be licensed back to Volvo Cars.

"Confidential Information" means any and all information regarding the Parties and their respective businesses, whether commercial or technical, in whatever form or media, including but not limited to information relating to Intellectual Property Rights, concepts, technologies, processes, commercial figures, techniques, strategic plans and budgets, investments, customers and sales, designs, graphics, CAD models, CAE data, statement of works (including engineering statement of works and any specification), targets, test plans/reports, technical performance data and engineering sign-off documents and other information of a sensitive nature, that a Party learns from or about the other Party prior to or after the execution of this Agreement.

"Data Room" means (if applicable) the information sharing platform agreed to be used between the Parties for making available the information regarding the Volvo Technology and/or the Polestar Technology to Polestar.

"Disclosing Party" means the Party disclosing Confidential Information to the Receiving Party.

"Fee" means the fee to be paid by either Party to the other Party hereunder in accordance with what is set out in each Car Model Assignment and License Agreement.

"Force Majeure Event" shall have the meaning set out in Section 16.1.1 below.

"Gates" means the dates agreed between the Parties, and which shall be based on VPDS, when the Volvo Technology and/or the Polestar Technology, or parts thereof, shall have been delivered to and accepted by Polestar, and which shall, unless otherwise stated in an executed Car Model Assignment and License Agreement, be Program Start (PS), Final Data Judgement (FDJ), Launch Readiness (LR), Launch Sign-off (LS) and Final Status Report (FSR), all described in the VPDS.

"**Industry Standard**" means the exercise of such professionalism, skill, diligence, prudence and foresight which would normally be expected at any given time from a skilled and experienced actor engaged in a similar type of undertaking as under this Agreement.

"Intellectual Property Rights" means Patents, Non-patented IP, Know-How and rights in Confidential Information to the extent protected under applicable laws anywhere in the world. For the avoidance of doubt, Trademarks are not comprised by this definition.

"Job1" means in relation to each executed Car Model Assignment and License Agreement and the relevant Polestar Vehicle, the date on which the production of the Polestar Vehicle covered by tan executed Car Model Assignment and License Agreement starts.

"Job1+90" means in relation to each executed Car Model Assignment and License Agreement and the relevant Polestar Vehicle, the date of Final Status Report (FSR), which follows from VPDS and which will take place 90 days after Job1.

"Know-How" means confidential and proprietary industrial, technical and commercial information and techniques in any form including (without limitation) drawings, formulae, test results, reports, project reports and testing procedures, instruction and training

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manuals, tables of operating conditions, specifications, component lists, market forecasts, lists and particulars of customers and suppliers.

"Non-patented IP" means copyrights (including rights in computer software), database rights, semiconductor topography rights, rights in designs, and other intellectual property rights (other than Trademarks and Patents) and all rights or forms of protection having equivalent or similar effect anywhere in the world, in each case whether registered or unregistered, and registered includes registrations, applications for registration and renewals whether made before, on or after execution of this Agreement.

"Other Polestar Branded Vehicles" means Polestar branded vehicle models other than the Polestar Vehicle.

"Patent" means any patent. patent application. or utility model. whether filed before. on or

after the execution of this Agreement, along with any continuation, continuation-in-part, divisional, re-examined or re-issued patent, foreign counterpart or renewal or extension of any of the foregoing.

"**Polestar Supplier License Technology**" means the Polestar Technology which is owned by a Third Party and licensed to Volvo Cars, and which license shall be assigned to Polestar, under an executed Car Model Assignment and License Agreement.

"**Polestar Technology**" means the Volvo IP that shall be assigned to Polestar under an executed Car Model Assignment and License Agreement, and which is:

- a) specified as Polestar Technology in Appendix 1.1 to such Car Model Assignment and License Agreement or
- b) the result of the activities performed by Volvo Cars on such technology specified as Polestar Technology in Appendix 1.1 in relation to the specification set forth in Appendix I to such Car Model Assignment and License Agreement (if any), including but not limited to drawings, specifications, calculations, protocols (including test protocols) and any similar deliverables normally produced in relation to such activities.

"Polestar Vehicle" means means in relation to each executed Car Model Assignment and License Agreement, the Polestar branded vehicle model which is covered by such relevant Car Model Assignment and License Agreement..

"PS Unique Volvo Technology" means such Volvo Technology which is specified as PS Unique Volvo Technology in Appendix 1.1 to an executed Car Model Assignment and License Agreement, and which is licensed exclusively to Polestar.

"Receiving Party" means the Party receiving Confidential Information from the Disclosing Party.

"Schedule" means the schedules to this Agreement.

"Steering Committee" means the first level governance forum established by the Parties for handling the cooperation between the Parties in respect of various matters.

"**Strategic Board**" means the highest level governance forum established by the Parties for handling the cooperation between the Parties in respect of various matters.

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"Territory" means all countries in the world.

"Third Party" means a party other than any of the Parties and/or an Affiliate of one of the Parties to this Agreement.

"**Trademarks**" means trademarks (including part numbers that are trademarks), service marks, logos, trade names, business names, assumed names, trade dress and get-up, and domain names, in each case whether registered or unregistered, including all applications, registrations, renewals and the like, in each case to the extent they constitute rights that are enforceable against third parties.

"Use" means to make, have made, use (including in a process, such as use in designing, engineering, testing or assembling products or in their research or development), keep, install, integrate, extract, assemble, reproduce, incorporate, create derivative works of, modify, adapt, improve, enhance, develop, service or repair, including in the case of installation, integration, assembly, service or repair, the right to have a subcontractor of any tier carry out any of these activities on behalf of the Parties in their capacity as a licensee hereunder.

The right to "have made" is the right of the Parties in their capacity as a licensee hereunder, as applicable, to have another person (or their subcontractor of any tier) make for the Parties and does not include the right to grant sub-licenses to another person to make for such person's own use or use other than for the Parties.

"Volvo IP" means Know-How, Intellectual Property Rights and all other deliverables and/or materials either

- (a) (i) owned by Volvo Cars, or (ii) created, developed or invented by directors, managers, employees or consultants of Volvo Cars (to which Volvo Cars has licensed rights instead of ownership and the right to grant a sub-license), during or prior to the execution of this Agreement or during the term of the Agreement, or
- (b) licensed by Volvo Cars from any Third Party to which Volvo Cars has the right to grant a sub-license and/or to assign such license to Polestar.

"Volvo Technology" means the Volvo IP that shall be licensed to Polestar under an executed Car Model Assignment and License Agreement, and which is

- a) specified as Volvo Technology in Appendix 1.1 to such Car Model Assignment and License Agreement or
- b) the result of the activities performed by Volvo Cars under the Car Model Assignment and License Agreement in relation to the specification set forth in Appendix 1 to such Car Model Assignment and License Agreement, including but not limited to drawings, specifications, calculations, protocols (including test protocols) and any similar deliverables normally produced in relation to such activities.

"VPDS" means Volvo Cars' procedures in development projects, 'Volvo Product Development System'.

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2. SCOPE OF THE AGREEMENT

2.1 General

- 2.1.1 By entering into this Agreement, the Parties initiate a co-operation regarding the assignment of and license to certain technology. Volvo Cars, on the one hand, will to Polestar deliver and (i) grant licenses to the Volvo Technology and/or (ii) assign the Polestar Technology, whereas Polestar, on the other hand, will to Volvo Cars deliver and grant licenses to the Common Polestar Technology, in accordance with this Agreement, but however only to the extent set forth in and subject to the execution of one or several Car Model Assignment and License Agreements.
- 2.1.2 This Agreement sets out the general terms and conditions in relation to the obligations of the Parties hereunder, while each executed Car Model Assignment and License Agreement shall set out the specific terms in relation to each Polestar Vehicle. A template setting out the intended terms and conditions for each such Car Model Assignment and License Agreement is attached hereto as Schedule 1 Template Car Model Assignment and License Agreement.
- 2.1.3 The Schedules, and each executed Car Model Assignment and License Agreement entered into between the Parties, shall be considered an integral part of this Agreement and any reference to the Agreement shall include the Schedules and the executed Car Model Assignment and License Agreements.

2.2 The Volvo Technology and the Polestar Technology

- 2.2.1 General
- 2.2.1.1 Volvo Cars shall, to the extent so agreed in each respective executed Car Model Assignment and License Agreement, on the terms set forth in this Agreement, compile, and if necessary develop, such Volvo IP necessary to deliver and grant licenses to the Volvo Technology, and deliver and assign the Polestar Technology, to Polestar.
- 2.2.2 The license to Volvo Technology and the assignment of Polestar Technology shall, in relation to each Polestar Vehicle, include all Volvo IP, which together with relevant Third Party Intellectual Property Rights not included in Volvo IP is reasonably necessary in order to meet the specification set forth in Appendix 1 to such Car Model Assignment and License Agreement. In case any such Third Party Intellectual Property Rights not included in Volvo IP is reasonably necessary in order to a Car Model Assignment and License Agreement, In case any such Third Party Intellectual Property Rights not included in Volvo IP is reasonably necessary in order to meet the specification set forth in Appendix 1 to a Car Model Assignment and License Agreement, Volvo Cars shall indicate that within the frame of the deliverables under the Volvo Technology. Polestar might thus be required to license Intellectual Property Rights and/or purchase components of Third Parties necessary to produce the Polestar Vehicles.
- 2.2.3 To the extent development shall be made in order to achieve the Volvo Technology and/or the Polestar Technology, Volvo Cars shall use professional, appropriate, qualified and skilled personnel, and shall ensure that its personnel have been properly educated and trained for the work to be performed, including being fully acquainted with Polestar's specific requirements. For the avoidance of doubt, if any development shall be made in relation to such Polestar Technology to which Volvo Cars has not been granted a license to, pursuant to Section 4.3 or 4.4, the Parties acknowledge that Volvo Cars has a right to use such Polestar Technology to the extent it is reasonably necessary in order to perform the requested development. Volvo Cars shall avoid unnecessary changes in the personnel engaged in performing its undertakings under this Agreement and each executed Car

Model Assignment and License Agreement. Volvo Cars shall work according to the same standard of care and professionalism that is done in Volvo Cars' internal development projects. Such standard of care and professionalism, as well as Volvo Cars' performance of its undertakings under this Agreement and each executed Car Model Assignment and License Agreement, shall however at all times correspond to Industry Standard. It is acknowledged that any development costs built up shall adhere to the principles set forth in this Section 2.2.1.3.

- 2.2.4 Volvo Cars shall ensure that it has sufficient resources to perform its undertakings under this Agreement and each executed Car Model Assignment and License Agreement. Furthermore, Volvo Cars undertakes to ensure that any development of the Volvo Technology and/or the Polestar Technology will not be given lower priority than other Volvo Cars development projects.
- 2.2.5 Volvo Cars shall continuously keep Polestar informed of the generated and expected development costs in relation to the Volvo Technology and/or the Polestar Technology
- 2.2.6 Limitations
- 2.2.7 The Parties acknowledge and agree that the Volvo Technology and the Polestar Technology might not be described on a detailed basis in the Car Model Assignment and License Agreements and that the details of such technology might not have been finalised at the time of entering into the Car Model Assignment and License Agreements, but that such specifications will be updated as the development progresses up until Job1+90 at the latest.
- 2.2.8 For the avoidance of doubt, Volvo Cars shall not under this Agreement manufacture the Polestar Vehicle, any components of the Volvo Technology or the Polestar Technology, or integrate any such components or the Volvo Technology or the Polestar Technology into Polestar's production of vehicles.
- 2.2.9 The Parties further acknowledge and agree that, if it is discovered that something has been classified as Volvo Technology under a Car Model Assignment and License Agreement, but which should have been classified as Polestar Technology or Common Polestar Technology, and/or vice versa, the Parties agree to in good faith renegotiate and agree on the reclassification of such technology and any amendment of the Fee to reflect such change. For avoidance of doubt, and as an example, this means that if the Parties agree that certain technology shall be changed from Volvo Technology to Polestar Technology, the terms and conditions herein relating to the latter shall thereafter apply to such technology. If the Parties cannot agree on such a reclassification, the issue shall be escalated in accordance with what is set out in Section 13.1.

3. LICENSE GRANT

3.1 License grant

- 3.1.1 Volvo Cars undertakes to, subject to the Parties agreeing to and executing a Car Model Assignment and License Agreement, grant Polestar a license to the Volvo Technology covered by the relevant Car Model Assignment and License Agreement.
- 3.1.2 Such license shall, exept for what is set out in Section 3.2 below or unless otherwise agreed in each executed Car Model Assignment and License Agreement, be non-exclusive, irrevocable, perpetual (however at least fifty (50) years long (however, in no event shall

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such time exceed the validity period of any Volvo IP included in the license described hereunder)), non-assignable and give Polestar a right to, within the Territory and only in relation to the relevant Polestar Vehicle;

- a) Use, in whole or in part, the Volvo Technology covered by the relevant Car Model Assignment and License Agreement and any Volvo Cars' Background IP necessary to make Use of such Volvo Technology; and
- b) design, engineer, make and have made, repair, service, market, sell and make available products and/or services based on, incorporating or using the Volvo Technology and the Background IP referred to in (a) above (in whole or in part).
- 3.1.3 Nothing in this Agreement shall be construed as to give Polestar any rights, including but not limited to any license rights (express or implied), to any Volvo IP, except as

expressly stated herein

- 3.1.4 The license to be granted to Polestar in accordance with Section 3.1.1 and 3.1.2 above shall be fully sub-licensable to Polestar's Affiliates, but shall not be sub-licensable to any Third Party without prior written consent from Volvo Cars, which shall not be unreasonably withheld (whereby a sublicense/license to a Third Party which is a competitor of Volvo Cars is an example of what could be deemed unreasonable) or delayed. For the avoidance of doubt, Volvo Cars shall be free to Use and to grant licenses to Volvo Technology and any Volvo Cars' Background IP to Volvo Cars' Affiliates and any Third Parties without prior written consent from Polestar.
- 3.1.5 Notwithstanding what is stated in Section 3.1.2 regarding a license to Volvo Technology being only granted in relation to the relevant Polestar Vehicle, Polestar shall, at Polestar's sole discretion, have an option to a license in accordance with Section 3.1.1 and 3.1.2 above (in whole or in part) also in relation to Other Polestar Branded Vehicles on commercially reasonable terms, which (including price) shall be based on the terms of this Agreement and the relevant executed Car Model Assignment and License Agreement. The fee for such license shall *inter alia* be based on the estimated volumes of such Other Polestar Branded Vehicles to be produced and the extent of Volvo Technology which shall be subject to such a license

3.2 PS Unique Volvo Technology

- 3.2.1 Notwithstanding what is set forth in Section 3.1, what is set forth in this Section 3.2 shall apply in relation to PS Unique Volvo Technology.
- 3.2.2 Any license granted in Section 3.1.2 shall, in relation to PS Unique Volvo Technology, and unless otherwise agreed in each executed Car Model Assignment and License Agreement, be exclusive instead of non-exclusive. As a consequence thereof Volvo Cars shall have no right to make any Use whatsoever of, or to grant any further licenses to, any such PS Unique Volvo Technology. With the exception of what is set out in this Section 3.2, Section 3.1 shall apply to PS Unique Volvo Technology.
- 3.2.3 In the event Volvo Cars (i) in its sole discretion, determines that the PS Unique Volvo Technology, or parts thereof, shall no longer be PS Unique Volvo Technology but instead be such ordinary Volvo Technology covered only by Section 3.1 above and (ii) reduces the Fee as regards such PS Unique Volvo Technology with fifty per cent (50 %) or repays fifty per cent (50 %) of the Fee, relating to such part of the PS Unique Volvo Technology, the following shall apply. Such PS Unique Volvo Technology shall immediately, upon Volvo Cars' reduction or repayment of the Fee, no longer be considered PS Unique Volvo Technology but instead be considered ordinary Volvo Technology and what is set out in

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Section 3.1 above shall thus apply instead. For the avoidance of doubt, this inter alia implies that such previous exclusive license granted by Volvo Cars to Polestar shall instead become non-exclusive. For avoidance of doubt, Volvo Cars' right under this Section 3.2.3 may be exercised at any time also after the term of this Agreement.

4. ASSIGNMENT

4.1 Assignment

- 4.1.1 Volvo Cars undertakes to, subject to the Parties agreeing to and executing a Car Model Assignment and License Agreement and to the limitations in Section 4.2, assign to Polestar the Polestar Technology covered by the relevant Car Model Assignment and License Agreement.
- 4.1.2 Such assignment shall, unless otherwise agreed in each executed Car Model Assignment and License Agreement, mean that Volvo Cars assigns to Polestar all of its right, title and interest in and to the Polestar Technology covered by the relevant Car Model Assignment and License Agreement together with the goodwill associated thereto and any and all rights of enforcement with respect to such Polestar Technology, including all rights to sue and recover for past infringement thereof, and any and all causes of action related thereto.
- 4.1.3 Such assignment shall, subject to Section 4.2 below, take effect on the effective date of the relevant Car Model Assignment and License Agreement.

4.2 Limitations in relation to the Polestar Supplier License Technology

- 4.2.1 Polestar acknowledges that the Polestar Supplier License Technology is owned by Third Parties and that Volvo Cars may not be allowed to assign its rights thereto without consent from such relevant Third Party.
- 4.2.2 An assignment in accordance with Section 4.1 is thus, in relation to Polestar Supplier License Technology, subject to any limitations which may be applicable to the rights granted to Volvo Cars by the Third Party owning the Intellectual Property Rights to such Polestar Supplier License Technology, and will, notwithstanding what is set out in Section 4.1.3 above, not take effect until Volvo Cars has received the relevant consent from the Third Party, as applicable.

4.2.3 If Volvo Cars has not received the relevant consent from the Third Party within six (6) months from the signing date of the relevant Car Model Assignment and License Agreement, no assignment of such Polestar Supplier License Technology shall occur, nor be considered to have occurred, and the Fee shall be reduced corresponding to the the part of the Fee that relates to the Polestar Supplier License Technology to which Volvo Cars has not received relevant consent in time. If such a reduction is not feasible to determine, it shall be negotiated between the Parties in good faith.

4.3 Grant-back license to Common Polestar Technology

4.3.1 Polestar undertakes to, subject to the Parties agreeing to and executing a Car Model Assignment and License Agreement, grant Volvo Cars a license to the Common Polestar Technology covered by the relevant Car Model Assignment and License Agreement. Said license shall be granted automatically upon the execution of such a Car Model Assignment and License Agreement.

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- 4.3.2 Such license shall, unless otherwise agreed in each executed Car Model Assignment and License Agreement, be non-exclusive, irrevocable, perpetual (however at least fifty (50) years long (however, in no event shall such time exceed the validity period of any Polestar Intellectual Property Rights included in the license hereunder)), non-assignable and give Volvo Cars a right to, within the Territory
 - a) Use, in whole or in part, such Common Polestar Technology, and/or
 - b) design, engineer, make and have made, repair, service, market, sell and make available products and/or services based on, incorporating or using such Common Polestar Technology (in whole or in part).
- 4.3.3 The license to be granted to Volvo Cars in accordance with Section 4.3.1 and 4.3.2 above shall be fully sub-licensable to Volvo Cars' Affiliates and to any Third Parties, without prior written consent from Polestar. The Parties further agree that Volvo Cars may further develop such licenced Common Polestar Technology, either by itself or together with its Affiliates and/or any Third Parties. For the avoidance of doubt, Polestar shall be free to Use the Common Polestar Technology licenced back to Volvo Cars and to license such Common Polestar Technology to Polestar's Affiliates and to any Third Parties without prior written consent from Volvo Cars.

4.4 Grant-back license to Polestar Technology not being Common Polestar Technology

- 4.4.1 In the event Volvo Cars, in its sole discretion, determines that the Polestar Technology not being Common Polestar Technology, or parts thereof, shall be licensed back to Volvo Cars, Polestar automatically, upon Volvo Cars giving Polestar notice that it has determined that such a grant-back license shall be given, grants to Volvo Cars a license to such Polestar Technology. In such a case, Volvo Cars shall either reduce the Fee as regards such Polestar Technology with fifty per cent (50%) or repay fifty per cent (50%) of the Fee, relating to such part of the Polestar Technology. For the avoidance of doubt, Volvo Cars' right to reduce or repay part of the Fee as set out in this Section 4.4.1 may be exercised at any time also after the term of this Agreement
- 4.4.2 Such license shall, unless otherwise agreed in each executed Car Model Assignment and License Agreement, be non-exclusive, irrevocable, perpetual (however at least fifty (50) years long (however, in no event shall such time exceed the validity period of any Polestar Intellectual Property Rights included in the license described hereunder)), non-assignable and give Volvo Cars a right to, within the Territory;
 - a) Use, in whole or in part, such Polestar Technology, and/or
 - b) design, engineer, make and have made, repair, service, market, sell and make available products and/or services based on, incorporating or using such Polestar Technology (in whole or in part).
- 4.4.3 The license to be granted to Volvo Cars in accordance with Section 4.4.1 and 4.4.2 above shall be fully sub-licensable to Volvo Cars's Affiliates, but shall not be sub-licensable to any Third Party without prior written consent from Polestar, which shall not be unreasonably withheld (whereby a sublicense/license to a Third Party which is a competitor of Polestar is an example of what could be deemed unreasonable) or delayed. For the avoidance of doubt, Polestar shall be free to Use the Polestar Technology licensed back to Volvo Cars and to license such Polestar Technology to Polestar's Affiliates and to any Third Parties without prior written consent from Volvo Cars

4.5 Third Party assignments

If the rights to any subject matter to which a license is granted under an executed Car Model Assignment and License Agreement is assigned by a Party to any Third Party, such Party shall ensure that said license is binding also upon the Third Party

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Ownership rights

Other than with regard to Polestar Technology assigned to Polestar, if any, Volvo Cars remains the owner and holder of all Volvo IP, including any Volvo Technology and Volvo Cars' Background IP, as well as any and all modifications, amendments and improvements thereof. Nothing in this Agreement shall be deemed an assignment of ownership of any Volvo IP, including any Volvo Technology and Volvo Cars' Background IP, from Volvo Cars to Polestar except as expressly set out herein

5.2 Polestar brand name

- 5.2.1 For sake of clarity, it is especially noted that this Agreement does not include any right to use the "Polestar" brand name or Trademarks, or refer to "Polestar" in communications or official documents of whatever kind.
- 5.2.2 This means that this Agreement does not include any rights to directly or indirectly use the "Polestar" brand name or "Polestar" Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, *e.g.* in presentations, business cards and correspondence.

5.3 Volvo brand name

- 5.3.1 Correspondingly, it is especially noted that this Agreement does not include any right to use the "Volvo" brand name, or Trademarks, or refer to "Volvo" in communications or official documents of whatever kind. The Parties acknowledge that the "Volvo" Trademarks as well as the "Volvo" name is owned by Volvo Trademark Holding AB and that the right to use the name and the "Volvo" Trademarks is subject to a license agreement, which stipulates that the name, Trademarks and all thereto related Intellectual Property Rights can only be used by Volvo Car Corporation and its Affiliates in relation to Volvo products.
- 5.3.2 This means that this Agreement does not include any rights to directly or indirectly use the "Volvo" brand name or "Volvo" Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, *e.g.* in presentations, business cards and correspondence.

5.4 Suspected infringement

- 5.4.1 Either Party shall promptly (upon becoming aware) notify the other Party in writing of:
 - (a) any conduct of a Third Party that such Party reasonably believes to be, or reasonably believes to be likely to be, an infringement, misappropriation or other violation of any Intellectual Property Rights licensed to such Party hereunder; or

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- (b) any allegations made to such Party by a Third Party that any Intellectual Property Rights licensed hereunder are invalid, subject to cancellation, unenforceable, or are a misappropriation of any Intellectual Property Rights of a Third Party.
- 5.4.2 In the event that a Party has provided the other Party a notification pursuant to Section 5.4.1 above, and the other Party decides not to take any action against the Third Party, the other Party may approve in writing that such Party shall be entitled to itself take action against the Third Party at its own cost. If the other Party approves, it shall provide reasonable assistance to such Party, as requested by such Party at its own expense. If the other Party does not approve to such Party taking such action, the issue should be escalated to the relevant governance forum on high governance level (for the time being the Strategic Board) for decision.

543 For the avoidance of doubt. Volvo Cars has no responsibility in relation to Polestar in the

event the Volvo Technology and/or the Polestar Technology is alleged to infringe in any Third Party's Intellectual Property Rights and as a consequence Volvo Cars has no obligation to defend and hold Polestar harmless from and against any alleged infringements, except as set forth in Section 11.3 below. Likewise, Polestar has no responsibility in relation to Volvo Cars in the event any Polestar Technology licensed back to Volvo Cars hereunder is alleged to infringe in any Third Party's Intellectual Property Rights and as a consequence Polestar has no obligation to defend and hold Volvo Cars harmless from and against any alleged infringements, except as set forth in Section 11.2

6. FEE, PAYMENT TERMS

6.1 Fee

The Fee is set out in each executed Car Model Assignment and License Agreement.

6.2 Payment terms

- 6.2.1 All amounts and payments referred to in this Agreement shall be paid in such currency set forth in each Car Model Assignment and License Agreement, in a timely manner and in accordance with the payment terms set forth in this section 6.2.
- 6.2.2 All amounts and payments referred to in this Agreement are inclusive of withholding taxes, surcharges and all other taxes that may be applicable, except for VAT.
- 6.2.3 Any amount invoiced by either of the Parties shall be paid by the other Party within [***] after receipt of such invoice, provided all necessary permits from authorities, as applicable, have been recieved.
- 6.2.4 Payment made later than the due date will automatically be subject to interest for late payments for each day it is not paid and the interest shall be based on [***].
- 6.2.5 Any paid portion of the Fee is non-refundable, with the exceptions set out in this Agreement.

7. AUDITS

7.1.1 During the term of this Agreement, Polestar shall have the right to, upon reasonable notice in writing to Volvo Cars, inspect Volvo Cars' books and records related to the Volvo Technology and the Polestar Technology and the premises where the work to finalise the

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Volvo Technology and the Polestar Technology is carried out, in order to conduct quality controls and otherwise verify the statements rendered in this Agreement.

7.1.2 Audits shall be made during regular business hours and be conducted by Polestar or by an independent auditor appointed by Polestar. Should Polestar during any inspection find that Volvo Cars or the Volvo Technology and/or the Polestar Technology do not fulfil the requirements set forth herein, Polestar is entitled to comment on the identified deviations. Volvo Cars shall, upon notice from Polestar, take the actions required in order to fulfil the requirements. In the event the Parties cannot agree upon measures to be taken in respect of the audit, each Party shall be entitled to escalate such issue to relevant governance forum on high governance level (for the time being the Strategic Board).

8. DELIVERY AND ACCEPTANCE

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- 8.1 Volvo Cars shall provide the Volvo Technology and the Polestar Technology, covered by the relevant Car Model Assignment and License Agreement, (or if not finalised, any part of the Volvo Technology and the Polestar Technology that has been finalised) to Polestar at the Gates or otherwise promptly after any part of the Volvo Technology and/or the Polestar Technology has been finalised.
- 8.2 The Volvo Technology and the Polestar Technology (or finalised part thereof) in question shall be provided by Volvo Cars to Polestar by electronically loading files with the relevant information into a Data Room agreed upon (if applicable) and otherwise provided as agreed between the Parties e.g. through knowledge transfer meetings.
- 8.3 Delivery of any Volvo Technology and/or Polestar Technology (or parts thereof), covered by a relevant Car Model Assignment and License Agreement, occurs when the delivery at the respective Gates meets the requirements for that Gate set out in the relevant Car Model Assignment and License Agreement, however subject to Section 9.2.1 and that Polestar has accepted such delivery in accordance with what is set out below in this Section 8.
- 8.4 Polestar shall accept the delivery of the Volvo Technology and the Polestar Technology, and parts thereof, at the respective Gates, unless the Volvo Technology and/or Polestar Technology upon delivery at that Gate deviates from the requirements set forth in the relevant executed Car Model Assignment and License Agreement.

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- 8.5 Polestar shall, in relation to each executed Car Model Assignment and License Agreement and the relevant Polestar Vehicle, give its final acceptance of the delivered Volvo. Technology and/or Polestar Technology on Job1+90, at the latest.
- 8.6 If the Volvo Technology and the Polestar Technology has been delivered in accordance with this Section 8, but Polestar has not accepted the delivery in time (i.e. at the Gates or as agreed in each Car Model Assignment and License Agreement) nor objected to the delivery due to it deviating from what is set out in Section 9.2.1, the delivery shall be deemed accepted by Polestar.
- 8.7 For the avoidance of doubt, no delivery of the Common Polestar Technology shall be made by Polestar to Volvo Cars, and no acceptance shall hence be made by Volvo Cars of the Common Polestar Technology, since the Common Polestar Technology will continue to be in Volvo Cars' possession upon the assignment to Polestar considering the automatic grantback license set forth in Section 4.3 above.

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- 8.8 After Job1+90, any changes to the Volvo Technology or the Polestar Technology in relation to such Polestar Vehicle shall be subject to the Parties entering into a separate change management agreement. Thus, this Agreement shall not apply in relation to any such changes. Further, Volvo Cars shall have no responsibility for the Volvo Technology or the Polestar Technology after Job1+90.

9. DELAYS, DEFECTS ETC.

9.1 Delay

- 9.1.1 Volvo Cars shall be deemed to be in delay where any of the Gates are met after the agreed delivery date for such Gate, unless the Parties have agreed for an extension of the time for meeting such Gate upon which the new agreed delivery date shall be relevant for determining whether Volvo Cars is in delay.
- 9.1.2 If Volvo Cars is in delay, or at any time believes that a Gate will not, or is unlikely to, be met in time, Volvo Cars shall inform Polestar of the reasons for and consequences of not meeting the Gate at the agreed date and shall take all steps reasonably necessary, including providing additional resources, to ensure that the requirements for the relevant Gate is met as soon as possible. [***].
- 9.1.3 If Volvo Cars is in delay and such delay has a negative impact on the project relating to the relevant Polestar Vehicle, [***]e.
- 9.1.4 Without prejudice to any other remedies available, the Parties acknowledge that Volvo Cars' delay may be subject to Section 15.S(a) or Section 15.6.

9.2 Defects in delivery or the performance of development work

- 9.2.1 In the event the Volvo Technology or the Polestar Technology, or any part thereof, after having met a Gate, deviate from the requirements set forth in the relevant executed Car Model Assignment and License Agreement or otherwise are faulty or defective, Volvo Cars shall[***].
- 9.2.2 Polestar shall not be [***].

9.3 Effects of Polestar's actions

- 9.3.1 Notwithstanding what is set out above in this Section 9, Polestar shall be responsible for costs relating to delays which are due to Polestar's non-fulfillment of any of its obligations under this Agreement and/or each executed Car Model Assignment and License Agreement or Polestar's requests for changes to the Volvo Technology or the Polestar Technology. Further, any such delays which are due to Polestar shall give a corresponding extension of time to Volvo Cars for meeting any affected Gate.
- 9.3.2 Notwithstanding what is set out above in this Section 9, Polestar shall be responsible for costs relating to faults and defects which are due to Polestar's non-fulfillment of any of its obligations under this Agreement and/or each executed Car Model Assignment and License Agreement.

10. WARRANTIES

10.1 General warranties

Each Party warrants and represents to the other Party that:

- (a) it is duly organized, validly existing, and in good standing under the laws of its respective jurisdiction of incorporation or formation, as applicable;
- (b) it has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery and performance of this Agreement have been duly authorized and approved, with such authorization and approval in full force and effect, and do not and will not (i) violate any laws or regulations applicable to it or (ii) violate its organization documents or any agreement to which it is a party; and
- (d) this Agreement is a legal and binding obligation of it, enforceable against it in accordance with its terms.

11. INDEMNIFICATION

11.1 General

- 11.1.1 The Parties acknowledge that all Volvo Technology and Polestar Technology, and any Volvo Cars' Background IP, is licensed and/or assigned to Polestar [***].
- 11.1.2 In addition, Volvo Cars does [***].
- 11.1.3 The principles set out in this Section 11 is reflected in the Fee and the fact that Volvo Cars is not a supplier or consultant of systems or technical solutions, such as the Volvo Technology and the Polestar Technology, but merely a car manufacturer which normally only develops technical solutions for its own business purposes.
- 11.1.4 [***].
- 11.1.5 What is set forth in Sections 11.1.1-11.1.4 shall apply mutatis mutandis in relation the effectuated grant-back licenses set forth in Sections 4.3 and 4.4 above.

11.2 Polestar's indemnification

- 11.2.1 Polestar shall indemnify and hold Volvo Cars harmless from [***].
- 11.2.2 Volvo Cars shall after receipt of notice of a claim related to Polestar's use of any Volvo Technology, Volvo Cars' Background IP and/or Polestar Technology from Volvo Cars notify Polestar of such claim in writing and Polestar shall following receipt of such notice, to the extent permitted under applicable law, at its own cost conduct negotiations with the Third Party presenting the claim and/or intervene in any suit or action. Polestar shall at all times keep Volvo Cars informed of the status and progress of the claim and consult with Volvo Cars on appropriate actions to take. If Polestar fails to or chooses not to take actions to defend Volvo Cars within a reasonable time, or at any time ceases to make such efforts, Volvo Cars shall be entitled to assume control over the defence against such claim and/or over any

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settlement negotiation at Polestar's cost. Any settlement proposed by Polestar on its own account must take account of potential implications for Volvo Cars and shall therefore be agreed in writing with Volvo Cars before settlement. Each Party will at no cost furnish to the other Party all data, records, and assistance within that Party's control that are of importance in order to properly defend against a claim.

11.3 Volvo's indemnification

- 11.3.1 Volvo Cars shall indemnify and hold Polestar harmless from [***].
- 11.3.2 Polestar shall after receipt of notice of a claim related to Volvo Cars' use of any Polestar Technology licensed back to Volvo Cars hereunder from Polestar notify Volvo Cars of such claim in writing and Volvo Cars shall following receipt of such notice. to the extent permitted under applicable law. at its own cost conduct

negotiations with the Third Party presenting the claim and/or intervene in any suit or action. Volvo Cars shall at all times keep Polestar informed of the status and progress of the claim and consult with Polestar on appropriate actions to take. If Volvo Cars fails to or chooses not to take actions to defend Polestar within a reasonable time, or at any time ceases to make such efforts, Polestar shall be entitled to assume control over the defence against such claim and/or over any settlement negotiation at Volvo Cars' cost. Any settlement proposed by Volvo Cars on its own account must take account of potential implications for Polestar and shall therefore be agreed in writing with Polestar before settlement. Each Party will at no cost furnish to the other Party all data, records, and assistance within that Party's control that are of importance in order to properly defend against a claim.

12. LIMITATION OF LIABILITY

- 12.1 Neither Party shall be responsible for any indirect, incidental or consequential damage or any losses of production or profit caused by it under this Agreement.
- 12.2 Each Party's aggregate liability for any direct damage arising out of or in connection with a specific Car Model Assignment and License Agreement shall be limited [***].
- 12.3 The limitations of liability set out in this Section 12 shall not apply in respect of damage;
 - (a) caused by wilful misconduct or gross negligence, or
 - (b) caused by a Party's breach of the confidentiality undertakings in Section 14 below.

13. GOVERNANCE AND CHANGES

13.1 Governance

- 13.1.1 The Parties shall act in good faith in all matters and shall at all times co-operate in respect of changes to this Agreement, including its Schedules, and each executed Car Model Assignment and License Agreement, as well as issues and/or disputes arising under this Agreement and each executed Car Model Assignment and License Agreement.
- 13.1.2 The governance and co-operation between the Parties in respect of this Agreement and each executed Car Model Assignment and License Agreement shall primarily be administered on an operational level. In the event the Parties on an operational level cannot agree upon inter alia

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the prioritisation of development activities or other aspects relating to the co-operation between the Parties, each Party shall be entitled to escalate such issue to the Steering Committee.

13.1.3 If the Steering Committee fails to agree upon a solution of the disagreement the relevant issue should be escalated to the Strategic Board for decision.

13.2 Changes

- 13.2.1 Up until Jobi +90, Polestar can request changes to the specification set forth in each such Car Model Assignment and License Agreement, as well as to the Volvo Technology and/or the Polestar Technology, which shall be handled in accordance with the governance procedure set forth in Section 13.1 above. Both Parties agree to act in good faith to address and respond to any change request within a reasonable period of time.
- 13.2.2 For the avoidance of doubt the Parties acknowledge that Volvo Cars up until Jobl+90 will be entitled to suggest changes to the Volvo Technology, as long as the specification in Appendix 1 is met. The Parties undertake to act in good faith and to agree on the consequences of any such changes for Polestar etc. If the Parties cannot agree on such suggested change of Volvo Technology, Volvo Cars shall still be entitled to carry out said change, but the result thereof will not be considered Volvo Technology.
- 13.2.3 The costs relating to changes to the development work requested by Polestar shall, in relation to Volvo Technology, be allocated based on the category of the relevant development (i.e. whether the results shall be considered Volvo Technology or PS Unique Volvo Technology) in accordance with what is set forth in Section 3.2.3 (if applicable) and Appendix 3. Further, the costs relating to changes to the development work requested by Polestar shall, in relation to Polestar Technology, be allocated based on the category of the relevant development (i.e. whether the results shall be considered Common Polestar Technology or such Polestar Technology or such Polestar Technology or 4.4.1 (ifapplicable) and Appendix
- 13.2.4 For the avoidance of doubt, the Parties acknowledge that Polestar shall be responsible for all costs relating to changes requested by Polestar in relation to such Polestar Technology to which Volvo Cars has not been granted a license pursuant to Section 4.3 or 4.4.
- 13.2.5 The Parties acknowledge that Volvo Cars will not perform in accordance with a change request submitted by Polestar until agreed in writing between the Parties. Until there is an agreement about the requested change, all work shall thus continue in accordance with the existing specification set forth in each such Car Model Assignment and License Agreement.

13.2.6 For the avoidance of doubt, any changes under this Agreement made in relation to the Polestar Technology after the effective date of the relevant Car Model Assignment and License Agreement, shall automatically upon creation also be assigned to Polestar in accordance with what is set forth in Section 4 above. Correspondingly, any changes under this Agreement made to the Volvo Technology after the effective date of the relevant Car Model Assignment and License Agreement, shall automatically upon creation also be included in the license granted to Polestar in Section 3 above. Any changes under this Agreement made in relation to the Volvo Technology or Polestar Technology, respectively, as set forth in this Section 13.2, shall thus upon execution be included in the definition of Volvo Technology or Polestar Technology, as applicable.

14. CONFIDENTIAL INFORMATION

14.1 All Confidential Information shall only be used for the purposes set forth in this Agreement. Each Party will keep in confidence any Confidential Information obtained in relation to this Agreement and will not divulge the same to any Third Party, unless the

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exceptions specifically set forth below in this Section 14.1 below apply, in order to obtain patent protection or when approved by the other Party in writing, and with the exception of their own officers, employees, consultants or sub-contractors with a need to know as to enable such personnel to perform their duties hereunder. This provision will not apply to Confidential Information which the Receiving Party can demonstrate:

- (a) was in the public domain other than by breach of this undertaking, or by another confidentiality undertaking;
- (b) was already in the possession of the Receiving Party before its receipt from the Disclosing Party;
- (c) is obtained from a Third Party who is free to divulge the same;
- (d) is required to be disclosed by mandatory law, court order, lawful government action or applicable stock exchange regulations;
- (e) is reasonably necessary for either Party to utilize its rights and make use of its Intellectual Property Rights; or
- (f) is developed or created by one Party independently of the other, without any part thereof having been developed or created with assistance or information received from the other Party.
- 14.2 The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the dissemination to Third Parties or publication of the Confidential Information, as the Receiving Party uses to protect its own Confidential Information of similar nature. Further, each Party shall ensure that its employees and consultants are bound by a similar duty of confidentiality and that any subcontractors taking part in the fulfilment of that Party's obligations hereunder, enters into a confidentiality undertaking containing in essence similar provisions as those set forth in this Section 14.
- 14.3 Any tangible materials that disclose or embody Confidential Information should be marked by the Disclosing Party as "Confidential," "Proprietary" or the substantial equivalent thereof. Confidential Information that is disclosed orally or visually shall be identified by the Disclosing Party as confidential at the time of disclosure, with subsequent confirmation in writing within thirty (30) days after disclosure. However, the lack of marking or subsequent confirmation that the disclosed information shall be regarded as "Confidential", "Proprietary" or the substantial equivalent thereof does not disqualify the disclosed information from being classified as Confidential Information.
- 14.4 If any Party violates any of its obligations described in this Section 14, the violating Party shall, upon notification from the other Party, (i) immediately cease to proceed such harmful violation and take all actions needed to rectify said behaviour and (ii) financially compensate for the harm suffered as determined by an arbitral tribunal pursuant to Section 18.2 below. All legal remedies (compensatory but not punitive in nature) according to law shall apply.
- 14.5 For the avoidance of doubt, this Section 14 does not permit disclosure of source code to software, and/or any substantial parts of design documents to software, included in any Volvo Technology to any Third Party, notwithstanding what it set forth above in this Section 14. Any such disclosure to any Third Party is permitted only if approved in writing by Volvo Cars.

14.6 This Section 14 shall survive the expiration or termination of this Agreement without limitation in time.

15. TERM AND TERMINATION

- 15.1 This Agreement is effective from 31 October 2018 and shall, unless terminated in accordance with Section 15.2 below, remain in force until six (6) months after all Car Model Assignment and License Agreements entered into between the Parties have expired or been terminated.
- 15.2 Either Party shall be entitled to terminate this Agreement with immediate effect in the event;
 - (a) the other Party commits a material breach of the terms of this Agreement, which has not been remedied within sixty (60) days from written notice from the other Party to remedy such breach (if capable of being remedied);
 - (b) the other Party should become insolvent or enter into negotiations on composition with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors; or
 - (c) the other Party commits a material breach of the terms of an executed Car Model Assignment and License Agreement being of such nature that it also has to be considered a material breach of this Agreement, which has not been remedied within sixty (60) days from written notice from the other Party to remedy such breach (if capable of being remedied).
- 15.3 For avoidance of doubt, either Party not paying the Fee, without legitimate reasons for withholding payment, shall be considered a material breach for the purpose of this Agreement.
- 15.4 Each executed Car Model Assignment and License Agreement shall become effective as set forth therein and shall, unless terminated in accordance with Sections 15.5-15.6 below or as set out in each such Car Model Assignment and License Agreement, or partly cancelled in accordance with Sections 15.7-15.8 below, remain in force during the validity of the license period of the license granted to Polestar under such Car Model Assignment and License Agreement, and License Agreement or as set out in each such Car Model Assignment and License Agreement.
- 15.5 Either Party shall be entitled to terminate each executed Car Model Assignment and License Agreement with immediate effect in the event;
 - a) the other Party commits a material breach of the terms of such Car Model Assignment and License Agreement, which has not been remedied within sixty (60) days from written notice from the other Party to remedy such breach (if capable of being remedied); or
 - b) if the other Party should become insolvent or enter into negotiations on composition with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors.
- 15.6 Polestar is entitled to terminate each executed Car Model Assignment and License Agreement with immediate effect in case Volvo Cars in relation to such Car Model

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Assignment and License Agreement acts in breach of what is set forth in Sections 9.1 and/or 9.2 and has not within sixty (60) days from written notice from Polestar to remedy such breach (if capable of being remedied), taken necessary measures and/or remedy such incompliance, delay, fault or defect and after such issue has been escalated in accordance with the escalation principles set out in Section 18.1.

15.7 Polestar shall in addition be entitled to cancel any delivery of Volvo Technology and/or Polestar Technology by Volvo Cars under each executed Car Model Assignment and License Agreement for convenience upon thirty (30) days written notice to Volvo Cars. In such event, Volvo Cars shall, upon request from Polestar, promptly make available in the Data Room (if applicable) any and all parts of the Volvo Technology and/or the Polestar Technology which have been finalised for delivery on the effective date of the cancellation.

15.8 In the event Polestar cancels any delivery in accordance with Section 15.7 above, the Fee

shall, instead of what is set out in each executed Car Model Assignment and License Agreement, correspond to the part of the Fee that relate to (i) Volvo Technology and Polestar Technology existing at the execution of this Car Model Assignment and License Agreement, (ii) Volvo Cars' costs for the work performed under each such executed Car Model Assignment and License Agreement up, until and including the effective date of the cancellation, including the mark-up otherwise applied to calculate the Fee for the Volvo Technology and the Polestar Technology and (iii) any other proven costs Volvo Cars has incurred.

15.9 For avoidance of doubt, tennination of this Agreement tenninates all Car Model Assignment and License Agreements, whereas tennination of one Car Model Assignment and License Agreement does not automatically affect the validity of this Agreement nor any other Car Model Assignment and License Agreements.

16. MISCELLANEOUS

16.1 Force majeure

- 16.1.1 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a Third Party's), failure of energy sources or transport network, restrictions concerning motive force, acts of God, war, terrorism, insurgencies and riots, civil commotion, mobilization or extensive call ups, interference by civil or military authorities, national or international calamity, currency restrictions, requisitions, confiscation, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, stonns, stroke of lightning, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default or delays of suppliers or subcontractors.
- 16.1.2 A non-performing Party, which claims there is a Force Majeure Event, and cannot perform its obligations under this Agreement as a consequence thereof, shall use all commercially reasonable efforts to continue to perform or to mitigate the impact of its non-performance notwithstanding the Force Majeure Event and shall continue the performance of its obligations as soon as the Force Majeure Event ceases to exist.

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16.2 Notices

- 16.2.1 All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Agreement must be in legible writing in the English language delivered by personal delivery, email transmission or prepaid overnight courier using an internationally recognized courier service and shall be effective upon receipt, which shall be deemed to have occurred:
 - (a) in case of personal delivery, at the time and on the date of personal delivery;
 - (b) if sent by email transmission, at the time and date indicated on a response confirming such successful email transmission;
 - (c) if delivered by courier, at the time and on the date of delivery as confirmed in the records of such courier service; or
 - (d) at such time and date as delivery by personal delivery or courier is refused by the addressee upon presentation;

in each case provided that if such receipt occurred on a non-business day, then notice shall be deemed to have been received on the next following business day; and provided further that where any notice, demand, request or other communication is provided by any Party by email, such Party shall also provide a copy of such notice, demand, request or other communication by using one of the other methods.

16.2.2 All such notices, demands, requests and other communications shall be sent to following addresses:

To Volvo Cars: Volvo Car Corporation General Counsel 50090 Group Legal and Corporate Governance SE-405 31 Gothenburg, SWEDEN Telephone: +46 31 590000 Email: legal@voivocars.com

To Polestar:	Polestar Automotive China Distribution Co Ltd Attention: Legal Department	
	Email: legal@polestar.com	

16.3 Assignment

- 16.3.1 Neither Party may, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under this Agreement without the other Party's prior written consent.
- 16.3.2 Notwithstanding the above, each Party may assign this Agreement to an Affiliate without the prior written consent of the other Party.

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16.4 Waiver

Neither Party shall be deprived of any right under this Agreement because of its failure to exercise any right under this Agreement or failure to notify the infringing Party of a breach in connection with the Agreement. Notwithstanding the foregoing, rules on complaints and limitation periods shall apply.

16.5 Severability

In the event any provision of this Agreement is wholly or partly invalid, the validity of the Agreement as a whole shall not be affected and the remaining provisions of the Agreement shall remain valid. To the extent that such invalidity materially affects a Party's benefit from, or performance under, the Agreement, it shall be reasonably amended.

16.6 Entire agreement

All arrangements, commitments and undertakings in connection with the subject matter of this Agreement (whether written or oral) made before the date of this Agreement are superseded by this Agreement.

16.7 Amendments

Any amendment or addition to this Agreement must be made in writing and signed by the Parties to be valid.

16.8 Survival

- 16.8.1 If this Agreement and/or a Car Model Assignment and License Agreement is terminated or expires pursuant to Section 15 above, Section 3 (License Grant), Section 4.3 (Grant-back license to Common Polestar Technology), Section 4.4 (Grant-back license to Polestar Technology not being Common Polestar Technology), Section 14 (Corifidential Information), Section 17 (Governing Law), Section 18 (Dispute Resolution) as well as this Section 16.8, shall survive any termination or expiration and remain in force as between the Parties after such termination or expiration (for avoidance of doubt also in relation to such Car Model Assignment and License AgreementNotwithstanding Section 15.8.1 above, if this Agreement is terminated due to Polestar not paying the Fee without legitimate reasons for withholding payment, pursuant to Section 14 above, Section 3 (License Grant) shall not survive termination or remain in force as between the Parties after such termination.
- 16.8.2 Notwithstanding Section 16.8.1 above, if this Agreement and/or a Car Model Assignment and License Agreement is terminated due to Polestar not paying the Fee in relation to an executed Car Model Assignment and License Agreement, without legitimate reasons for withholding payment, pursuant to Section 15 above, Section 3 (License Grant) shall not, in relation to such Car Model Assignment and License Agreement the Fee relates to, survive termination or remain in force as between the Parties after such termination.
- 16.8.3 Notwithstanding Section 16.8.1 above, if this Agreement and/or a Car Model Assignment and License Agreement is terminated due to Volvo Cars not reducing or repaying the Fee, or part thereof, in relation to an executed Car Model Assignment and License Agreement, without legitimate reasons for doing so, pursuant to Section 15 above, Section 4.3 (Grant back license to Common Polestar Technology) and Section 4.4 (Grant-back license to Polestar Technology not being Common Polestar Technology) shall not, in relation to such

Car Model Assignment and License Agreement the Fee relates to, survive termination or remain in force as between the Parties after such termination

17. GOVERNING LAW

This Agreement and all non-contractual obligations in connection with this Agreement shall be governed by the substantive laws of Sweden without giving regard to its conflict of laws principles.

18. DISPUTE RESOLUTION

18.1 Escalation principles

In case the Parties cannot agree on a joint solution for handling disagreements or disputes, a deadlock situation shall be deemed to have occurred and each Party shall notify the other Party hereof by the means of a deadlock notice and simultaneously send a copy of the notice to the Steering Committee. Upon the receipt of such a deadlock notice, the receiving Party shall within ten (10) days ofreceipt, prepare and circulate to the other Party a statement setting out its position on the matter in dispute and reasons for adopting such position, and simultaneously send a copy of its statement to the Steering Committee. Each such statement shall be considered by the next regular meeting held by the Steering Committee or in a forum meeting specifically called upon by either Party for the settlement of the issue.

The members of the Steering Committee shall use reasonable endeavours to resolve a deadlock situation in good faith. As part thereof, the Steering Committee may request the Parties to in good faith develop and agree on a plan to resolve or address the breach, to be presented for the Steering Committee without undue delay. If the Steering Committee agrees upon a resolution or disposition of the matter, the Parties shall agree in writing on terms of such resolution or disposition and the Parties shall procure that such resolution or disposition is fully and promptly carried into effect.

If the Steering Committee cannot settle the deadlock within thirty (30) days from the deadlock notice served pursuant to Section 18.1.1 above, such deadlock will be referred to the General Counsels of each Party, which shall use reasonable endeavours to resolve the situation in the same way as indicated above. If no Steering Committee has been established between the Parties, the relevant issue shall be referred to the General Counsels of each Party immediately and Section 18.1.2 above shall not apply.

If the General Counsels cannot settle the deadlock within thirty (30) days from the deadlock notice pursuant to the section above, despite using reasonable endeavours to do so, such deadlock will be referred to the Strategic Board for decision. Should the matter not have been resolved by the Strategic Board within thirty (30) days counting from when the matter was referred to them, despite using reasonable endeavours to do so, the matter shall be resolved in accordance with Section Section 18.2 below.

All notices and communications exchanged in the course of a deadlock resolution proceeding shall be considered Confidential Information of each Party and be subject to the confidentiality undertaking in Section 14 above.

Notwithstanding the above, the Parties agree that either Party may disregard the time frames set forth in this Section 18.1 and apply shorter time frames and/or escalate an issue

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directly to the Strategic Board in the event the escalated issue is of an urgent character and where the applicable time frames set out above are not appropriate

18.2 Arbitration

18.2.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Gothenburg, Sweden, and the language to be used in the arbitral proceedings shall be English. The arbitral tribunal shall be composed of three arbitrators.

18.2.2 Irrespective of any discussions or disputes between the Parties, each Party shall always continue to fulfil its undertakings under this Agreement unless an arbitral tribunal or court

(as the case may be) decides otherwise.

- 18.2.3 In any arbitration proceeding, any legal proceeding to enforce any arbitration award, or any other legal proceedings between the Parties relating to this Agreement, each Party expressly waives the defence of sovereign immunity and any other defence based on the fact or allegation that it is an agency or instrumentality of a sovereign state. Such waiver includes a waiver of any defence of sovereign immunity in respect of enforcement of arbitral awards and/or sovereign immunity from execution over any of its assets.
- 18.2.4 All arbitral proceedings as well as any and all information, documentation and materials in any form disclosed in the proceedings shall be strictly confidential.

This Agreement has been signed in two (2) originals, of which the parties have received one (1) each. The Parties may execute this Agreement in counterparts, which taken together will constitute one instrument. The Parties acknowledge that this Agreement shall be binding upon the Parties already upon the signing and exchange of scanned version thereof, including scanned signatures.

VOLVO CAR CORPORATION

Place: Gothenburg

/s/Johan Ekdahl_____ Signature /s/ Maria Hemberg Signature

Johan Ekdahl, CFO Clarification of signature and title Maria Hemberg Clarification of signature and title

POLESTAR AUTOMOTIVE CHINA DISTRIBUTION CO. LTD.

Place: Jun 1 2023

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/s/Feng Dan Signature

Signature

Feng Dan, China CEO Clarification of signature and title

Clarification of signature and title

Car Model Assignment and License Agreement

[Schedule 1 – Template Car Model Assignment and License Agreement]

CAR MODEL ASSIGNMENT AND LICENSE AGREEMENT

Volvo Car Corporation

and

Polestar New Energy Vehicle Co. Ltd.

Assignment of and license to technology related to [INSERT POLESTAR VEHICLE]

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APPENDICES

Appendix 1 - [insert Polestar Vehicle] specification

Appendix 1.1 - Volvo Technology and Polestar Technology

Appendix 2 - Framework Assignment and License Agreement

Appendix 3 - Fee

Internal Information - Polestar

Car Model Assignment and License Agreement 1(8)

This CAR MODEL ASSIGNMENT AND LICENSE AGREEMENT (this "Car Model Assignment and License Agreement") is entered into on ______ and made between:

- Volvo Car Corporation, Reg. No. 556074-3089, a limited liability company incorporated under the laws of Sweden ("Volvo Cars"); and
- (2) Polestar New Energy Vehicle Co. Ltd., Reg. no. 91510100MA6BX1H33P, a limited liability company incorporated under the laws of People's Republic of China ("Polestar").

Each of Volvo and Polestar is hereinafter referred to as a "Party" and jointly as the "Parties".

BACKGROUND

- A. The Parties have entered into the Framework Assignment and License Agreement attached hereto as Appendix 2 (the "Framework Assignment and License Agreement") setting out the general terms and conditions in relation to assignment of certain technology from Volvo Cars to Polestar and in relation to licenses to certain technology to be granted by Volvo Cars to Polestar under separate car model assignment and license agreements.
- B. Polestar now wishes to obtain such assignments and licenses in relation to the Polestar Vehicle (as defined in Section 1.2 below).
- C. In light of the foregoing, the Parties have agreed to execute this Car Model Assignment and License Agreement.

1. DEFINITIONS

- 1.1 To the extent not defined herein, all capitalised terms shall have the meaning ascribed to them in the Framework Assignment and License Agreement. Capitalised terms in singular shall have the same meaning in plural and *vice versa*.
- 1.2 In addition, for the purposes of this Car Model Assignment and License Agreement, the following terms shall have the meanings assigned to them below.

"Polestar Vehicle" means [INSERT POLSTAR VEHICLE].

"**Polestar Technology**" shall have the meaning ascribed to it in the Framework Assignment and License Agreement.

2. AGREEMENT

- 2.1 This Car Model Assignment and License Agreement sets out the specific terms in relation to the Polestar Vehicle. The general terms and conditions in relation to the obligations of the Parties hereunder are set out in the Framework Assignment and License Agreement.
- 2.2 This Car Model Assignment and License Agreement and its appendices form an integral part of the Framework Assignment and License Agreement.

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- 2.3 In the event there are any contradictions or inconsistencies between the terms of this Car Model Assignment and License Agreement and the appendices hereto, the Parties agree that they shall prevail over each other in the following order if not specifically stated otherwise in such document or the context or circumstances clearly suggest otherwise:
 - (a) this main document of this Car Model Assignment and License Agreement;
 - (b) Appendix 1 [insert Polestar Vehicle] specification;
 - (c) Appendix 3 Fee; and
 - (d) Appendix 2 Framework Assignment and License Agreement.

3. VOLVO TECHNOLOGY AND POLESTAR TECHNOLOGY

- 3.1 Volvo Cars agrees to, in accordance with the terms and conditions of the Framework Assignment and License Agreement, to Polestar deliver and grant licenses to the Volvo Technology, and deliver and assign the Polestar Technology, in relation to the Polestar Vehicle. The delivery of such Volvo Technology and Polestar Technology shall comply with the provisions set out in this Car Model Assignment and License Agreement and in the Framework Assignment and License Agreement.
- 3.2 A specification setting forth, on an overall level, the deliverables to be performed by Volvo Cars in relation to the Polestar Vehicle is set out in Appendix 1. The details of said specification are available in the Volvo KDP Engineering Database [***] and in the [***]. A final specification of the deliverables shall, subject to good faith discussions between the Parties, be made at Job1+90 as a part of the Final Status Report (FSR). All of the aforementioned specifications shall be considered an integral part of Appendix 1 and consequently also this Car Model Assignment and License Agreement.
- 3.3 As regards Appendix 1.1, such Volvo Technology and Polestar Technology set forth therein is specified at the time of entering into this Car Model Assignment and License Agreement, but a final allocation between the Volvo Technology and the Polestar Technology shall, subject to good faith discussions between the Parties, be made at Job1+90 as a part of the Final Status Report (FSR) (as described in the VPDS).

4. LICENSE GRANT

Volvo Cars hereby grants to Polestar a license to the Volvo Technology in relation to the Polestar Vehicle in accordance with what is set out in the Framework Assignment and License Agreement, and in particular Section 3 of the Framework Assignment and License Agreement.

5. ASSIGNMENT

5.1 Assignment

Volvo Cars hereby assigns to Polestar all of its right, title and interest in and to the Polestar Technology in relation to the Polestar Vehicle in accordance with what is set out in the Framework Assignment and License Agreement, and in particular Sections 4.1-4.2 of the Framework Assignment and License Agreement.

> Car Model Assignment and License Agreement 3(8)

5.2 Grant-back license to Common Polestar Technology

Polestar hereby grants to Volvo Cars a license to the Common Polestar Technology in accordance with what is set out in the Framework Assignment and License Agreement, and in particular Section 4.3 of the Framework Assignment and License Agreement.

5.3 Grant-back license to Polestar Technology not being Common Polestar Technology

In the event Volvo Cars, in its sole discretion, determines that the Polestar Technology (however excluding any Common Polestar Technology, which shall instead be licensed in accordance with what is set out in Section 5.2 above) in relation to the Polestar Vehicle, or parts thereof, shall be licensed back to Volvo Cars, Polestar automatically, upon Volvo Cars giving Polestar notice that it has determined that such a grant-back license shall be given, grants to Volvo Cars a license to such Polestar Technology in accordance with what is set out in Section 4.4 of the Framework Assignment and License Agreement.

6. FEE AND PAYMENT TERMS

- 6.1 In consideration of the assignment and the licenses granted hereunder and the Parties' performance of their respective obligations under the Framework Assignment and License Agreement and this Car Model Assignment and License Agreement, each Party agrees to pay to the other Party the Fee as described in Appendix 3.
- 6.2 The Fee shall be determined between the Parties as described in Appendix 3.
- 6.3 To the extent the Fee shall be determined based on actual development costs, such shall be calculated on a time and material basis applying arm's length hourly rates using the cost plus method, i.e. full cost incurred plus an arm's length mark-up. The hourly rates should be reviewed, updated and agreed between the Parties on an annual basis. Moreover, such actual development costs shall at all times be subject to the principles set out in the Framework Assignment and License Agreement.
- 6.4 Volvo Cars shall continuously keep Polestar informed of such generated and expected development costs.
- 6.5 All amounts and payments referred to in this Car Model Assignment and License Agreement shall be paid in SEK. Additional payment terms are set out in the Framework Assignment and License Agreement and in Appendix 3.

7. DEVIATIONS FROM THE FRAMEWORK ASSIGNMENT AND LICENSE AGREEMENT

[Intentionally left blank]

8. TERM AND TERMINATION

This Car Model Assignment and License Agreement shall become effective as set forth in the preamble to this Agreement and shall remain in force and be able to be terminated in accordance with what is set out in the Framework Assignment and License Agreement.

[Signature page follows]

Car Model Assignment and License Agreement 5(8)

This Agreement has been signed in two (2) originals, of which the parties have received (1) one each. The Parties acknowledge that this Agreement shall be binding upon the Parties already upon the signing and exchange of scanned version thereof, including scanned signatures.

VOLVO CAR CORPORATION

Place:

Simature

Simature

Signature

orginature

Clarification of signature and title

Clarification of signature and title

POLESTAR NEW ENERGY VEHICLE CO. LTD.

Place:

Signature

Signature

Clarification of signature and title

Clarification of signature and title

Car Model Assignment and License Agreement 6(8)

APPENDIX 1 - [INSERT POLESTAR VEHICLE] SPECIFICATION

Car Model Assignment and License Agreement 7(8)

APPENDIX 2 – FRAMEWORK ASSIGNMENT AND LICENSE AGREEMENT

The Parties agree to in good faith and as soon as possible after the Framework Assignment and License Agreement has been signed by the Parties, replace this Appendix 2 with a photocopy of said signed Framework Assignment and License Agreement.

APPENDIX 3 – FEE

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

CAR MODEL ASSIGNMENT AND LICENSE AGREEMENT

Volvo Car Corporation

and

Polestar Automotive China Distribution Co. Ltd.

Assignment of and license to technology related to Polestar 1 and Polestar 2

Agreement no. PS23-072

Restated Car Model Assignment and License Agreement 2(4)

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APPENDICES

Appendix 1 - Polestar 1 and Polestar 2 specification

Appendis 1.1. - Volvo Technology

Appendix 2 - Framework Assignment and License Agreement

Appendix 3 - Fee

Agreement no. PS23-072

This CAR MODEL ASSIGNMENT AND LICENSE AGREEMENT (this " Car Model Assignment and License Agreement") is made between:

- Volvo Car Corporation, Reg. No. 556074-3089, a limited liability company incorporated under the laws of Sweden ("Volvo Cars"); and
- (2) Polestar Automotive China Distributio Co. Ltd., Reg.no 91510112MA6D05KT88, a limited liability company incorporated under the laws of People's Republic of China ("Polestar").

Each of Volvo Cars and Polestar is hereinafter referred to as a "**Party**" and jointly as the "**Parties**".

BACKGROUND

. .

Volvo Cars and Polestar New Energy Vehicle Co Ltd ("Polestar NEV") entered into a Framework Assignment and License Agreement as well as a Car Model Assignment and License Agreement in relation a license to technology related to Polestar 1 and Polestar 2 car models (PS18-016) signed on 31 October 2018, a Supplement Agreement to the Car Model Assignment and Licene Agreement (PS19-035) signed in 2019, an Amendment Agreement to the Car Model Assignment and License Agreement (PS20-032) signed in 2020 and a Supplement Agreement to the Car Model Assignment and License Agreement (PS21-044) signed 23 June 2021 (the "Original Agreements"). The Parties and Polestar NEV thereafter entered into a novation agreement (PS20-079) signed 17 December 2020 ("Novation Agreement") and an amendment agreement to the Novation Agreement (PS23-073) to be signed in conjunction with this Agreement in which Volvo Cars agreed to that Polestar NEV transfers all of its rights and outstanding obligations under the Original Agreements to Polestar and Polestar NEV agreeed to accept such transfer. In the light of the foregoing, the Parties have agreed to execute this Framework Assignment and License Agreement for the purpose of restating the terms and conditions under the Original Agreements.

A. The Parties have entered into the Framework Assignment and License Agreement attached hereto as Appendix 2 (the "Framework Assignment and License Agreement") setting out the general terms and conditions in relation to licenses to certain technology to be granted by Volvo Cars to Polestar under separate car model assignment and license agreements.

- B. Polestar now wishes to obtain such licenses in relation to the Polestar Vehicle (as defined in Section 1.2 below).
- C. In light of the foregoing, the Parties have agreed to execute this Car Model Assignment and License Agreement.

1. **DEFINITIONS**

- 1.1 To the extent not defined herein, all capitalised terms shall have the meaning ascribed to them in the Framework Assignment and License Agreement. Capitalised terms in singular shall have the same meaning in plural and vice versa.
- 1.2 In addition, for the purposes of this Car Model Assignment and License Agreement, the term "Polestar Vehicle" means (i) any Polestar branded vehicle for Volvo Technology not

Agreement no.	PS23-072
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Restated Car Model Assignment and License Agreement 4(4)

included in category 4 as stated in appendix 1.1. and (ii) only PS1 ([***]) and PS2 ([***]) for Volvo Technology included in category 4 as stated in Appendix 1.1.

2. AGREEMENT

- 2.1 This Car Model Assignment and License Agreement sets out the specific terms in relation to the Polestar Vehicle. The general terms and conditions in relation to the obligations of the Parties hereunder are set out in the Framework Assignment and License Agreement.
- 2.2 This Car Model Assignment and License Agreement and its appendices form an integral part of the Framework Assignment and License Agreement.
- 2.3 In the event there are any contradictions or inconsistencies between the terms of this Car Model Assignment and License Agreement and the appendices hereto, the Parties agree that they shall prevail over each other in the following order if not specifically stated otherwise in such document or the context or circumstances clearly suggest otherwise:
 - a) this main document of this Car Model Assignment and License Agreement;
 - b) Appendix 1 Polestar 1 and Polestar 2 specification;
 - c) Appendix 3 Fee; and
 - d) Appendix 2 Framework Assignment and License Agreement.

3. VOLVO TECHNOLOGY

- 3.1 Volvo Cars agrees to, in accordance with the terms and conditions of the Framework Assignment and License Agreement, to Polestar deliver and grant licenses to the Volvo Technology in relation to the Polestar Vehicle. The delivery of such Volvo Technology shall comply with the provisions set out in this Car Model Assignment and License Agreement and in the Framework Assignment and License Agreement.
- 3.2 A specification setting forth, on an overall level, the deliverables to be performed by Volvo Cars in relation to the Polestar Vehicle is set out in Appendix 1. The details of said specification are available in the Volvo KDP Engineering Database [***] and in the [***]. A final specification of the deliverables shall, subject to good faith discussions between the Parties, be made at Job1+90 as a part of the Final Status Report (FSR). All of the aforementioned specifications shall be considered an integral part of Appendix 1 and consequently also this Car Model Assignment and License Agreement.
- 3.3 As regards Appendix 1.1, such Volvo Technology set forth therein is specified at the time of entering into this Car Model Assignment and License Agreement, but a final allocation of the Volvo Technology shall, subject to good faith discussions between the Parties, be made at Job1+90 as a part of the Final Status Report (FSR) (as described in the VPDS). For the avoidance of doubt, such technology specified as Polestar Technology (as defined in the Framework Assignment and License Agreement) in Appendix 1.1 falls outside the scope of this Car Model Assignment and License Agreement. The Parties thus

acknowledge that only such technology specified as Volvo Technology in Appendix 1.1 shall be considered for the purpose of this Car Model Assignment and License Agreement.

4. LICENSE GRANT

Volvo Cars hereby grants to Polestar a license to the Volvo Technology in relation to the Polestar Vehicle in accordance with what is set out in the Framework Assignment and License Agreement, and in particular Section 3 of the Framework Assignment and License Agreement.

5. ASSIGNMENT

For the purpose of this Car Model Assignment and License Agreement, there is no assignment of Polestar Technology from Volvo Cars to Polestar. The Parties acknowledge that any references made in the Framework Assignment and License Agreement and in Appendix 1.1 in relation to the Polestar Technology (and the assignment thereof) shall thus not be considered.

6. FEE AND PAYMENT TERMS

- 6.1 In consideration of the licenses granted hereunder and the Parties' performance of their respective obligations under the Framework Assignment and License Agreement and this Car Model Assignment and License Agreement, each Party agrees to pay to the other Party the Fee as described in Appendix 3.
- 6.2 The Fee shall be determined between the Parties as described in Appendix 3.
- 6.3 To the extent the Fee shall be determined based on actual development costs, such shall be calculated on a time and material basis applying arm's length hourly rates using the cost plus method, i.e. full cost incurred plus an arm's length mark-up. The hourly rates should be reviewed, updated and agreed between the Parties on an annual basis. Moreover, such actual development costs shall at all times be subject to the principles set out in the Framework Assignment and License Agreement.
- 6.4 Volvo Cars shall continuously keep Polestar informed of such generated and expected development costs.
- 6.5 All amounts and payments referred to in this Car Model Assignment and License Agreement shall be paid in SEK. Additional payment terms are set out in the Framework Assignment and License Agreement and in Appendix 3.

7. DEVIATIONS FROM THE FRAMEWORK ASSIGNMENT AND LICENSE AGREEMENT

For the purposes of this Car Model Assignment and License Agreement, Section 9.1.3 of the Framework Assignment and License Agreement shall not apply.

Agreement no. PS23-072

8. TERM AND TERMINATION

This Car Model Assignment and License Agreement shall become effective as set forth in the preamble to this Agreement and shall remain in force and be able to be terminated in accordance with what is set out in the Framework Assignment and License Agreement.

This Agreement has been signed in two (2) originals, of which the parties have received one (1) each. The Parties may execute this Agreement in counterparts, which taken together will constitute one instrument. The Parties acknowledge that this Agreement shall be binding upon the Parties already upon the signing and exchange of scanned version thereof, including scanned signatures.

VOLVO CAR CORPORATION

Place:Gothenburg, 26 May 2023

/s/Johan Ekdahl_____ Signature /s/Maria Hemberg_ Signature

Johan Ekdahl, CFO Clarification of signature and title Maria Hemberg, General Counsel_____ Clarification of signature and title

POLESTAR AUTOMOTIVE CHINA DISTRIBUTION CO. LTD.

Place:June 1 2023

/s/Feng Dan_____ Signature

Signature

Feng Dan, China CEO Clarification of signature and title

Clarification of signature and title

APPENDIX 1

POLESTAR 1 AND POLESTAR 2 SPECIFICATION

1. POLESTAR 1

The following list in this Section 1 describes, on a general level, the Polestar 1 vehicle:
[***]

2. POLESTAR 2

The following list in this Section 2 describes, on a general level, the Polestar 2 vehicle:
[***]



Appendix 1.1 – Volvo Technology

[***] Illustrative License overview

[***]

Internalkinformation Opolestarcense Guide; Security Class: [SECRET]



Appendix 1.1 – Volvo Technology

[***] illustrative license overview

[***]

Internal Informationus PolestarPSS License Guide; Security Class: [SECRET]

APPENDIX 2

FRAMEWORK ASSIGNMENT AND LICENSE AGREEMENT

The Parties agree to in good faith and as soon as possible after the Framework Assignment and License Agreement has been signed by the Parties, replace this Appendix 2 with a photocopy of said signed Framework Assignment and License Agreement.

Internal Information - Polestar

APPENDIX 3

FEE

- 1. FEE FOR VOLVO TECHNOLOGY
- 1.1 Principles for determining the Fee
- [***] 1.2 Total Fee as regards the Volvo Technology
- [***] 1.3 Payment terms for the Volvo Technology
- 2. [***]DEVELOPMENT COST
- 2.1 [***]

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

SERVICE AGREEMENT

Volvo Car Corporation

and

Polestar Automotive China Distribution Co. Ltd.

Manufacturing engineering, logistic and procurement services worldwide related to Polestar 3 car model

1

Agreement no. PS23-074

Restated Service Agreement (RoW)

APPENDICES

Appendix 1.1 – Service Specification Manufacturing Engineering and Logistics Appendix 1.2 – Service Specification Direct Material Procurement Appendix 2 – Fee Appendix 3 – Governance and Changes Structure

2

Agreement no. PS23-074

Restated Service Agreement (RoW)

This **SERVICE AGREEMENT** (this "**Agreement**") is entered into between:

- Volvo Car Corporation, Reg. No. 556074-3089, a limited liability company incorporated under the laws of Sweden ("Volvo Cars"); and
- (2) **Polestar Automotive China Distributio Co. Ltd., Reg.no 91510112MA6D05KT88**, a limited liability company incorporated under the laws of the People's Republic of China ("**Polestar**").

Each of Volvo Cars and Polestar is hereinafter referred to as a "Party" and jointly as the "Parties".

BACKGROUND

- A. Volvo Cars and Polestar New Energy Vehicle Co Ltd ("Polestar NEV") entered into a Service Agreement (PS19-032) signed on 30 June 2019 (the "Original Agreement"). The Parties and Polestar NEV thereafter entered into a novation agreement (PS20-087) signed 17 December 2020 ("Novation Agreement") and an amendment agreement to the Novation Agreement (PS23-075) to be signed in conjunction with this Agreement in which Volvo Cars agreed to that Polestar NEV transfers all of its rights and outstanding obligations under the Original Agreements to Polestar and Polestar NEV agreed to accept such transfer. In the light of the foregoing, the Parties have agreed to execute this Service Agreement for the purpose of restating the terms and conditions under the Original Agreement.
- B. The Parties have also agreed to enter into an Amendment Agreement (PS23-076) to this Agreement to be signed in conjunction with this Agreement.
- C. Volvo Cars is an experienced manufacturer of Volvo branded cars. It is understood that Volvo Cars is not normally a service provider.
- D. Polestar is engaged in manufacturing and sale of Polestar branded high-end electric performance cars.
- E. The Parties have agreed that Volvo Cars shall provide services concerning the Polestar Vehicle to Polestar.

1. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings assigned to them below. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and *vice versa*.

"Affiliate" means

- (a) for Polestar, any of the below legal entities (other than Polestar) and any other legal entity that, directly or indirectly, is controlled (individually or jointly) by:
 - (i) Polestar Automotive (Shanghai) Co., Ltd;

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Agreement no. PS23-074

Restated Service Agreement (RoW)

- (ii) Polestar New Energy Vehicle Co., Ltd.;
- (iii) Polestar Holding AB; or
- (iv) Polestar Performance AB; and
- (b) for Volvo Cars, Volvo Car AB and any other legal entity that, directly or indirectly, is controlled by Volvo Car AB, however, for the avoidance of doubt, not Polestar or its Affiliates;

"control" for this purpose meaning ownership or control of at least one-hundred per cent (100%) with regard to Polestar Affiliates, and fifty per cent (50%) with regard to Volvo Cars Affiliates of the voting stock, partnership interest or other ownership interest of such legal entity. The Parties, however, agree to renegotiate this definition of "Affiliate" in good faith if it in the future does not reflect the Parties' intention at the time of signing this Agreement due to a restructuring or reorganisation in relation to either of the Parties.

"Agreement" means this Service Agreement including all of its Appendices as amended from time to time.

"Appendix" means the appendices to this Agreement.

"Background IP" means the Intellectual Property Rights either;

- (a) owned by either of the Parties; or
- (b) created, developed or invented by directors, managers, employees or consultants of either of the Parties to which the Party has licensed rights instead of ownership and the right to grant a sublicense

prior to the execution of this Agreement, and any Intellectual Property Rights developed independently of this Agreement.

"Confidential Information" means any and all information regarding the Parties and their respective businesses, whether commercial or technical, in whatever form or media, including but not limited to information relating to Intellectual Property Rights, concepts, technologies, processes, commercial figures, techniques, strategic plans and budgets, investments, customers and sales, designs, graphics, CAD models, CAE data, statement of works (including engineering statement of works and any specification), targets, test plans/reports, technical performance data and engineering sign-off documents and other information of a sensitive nature, that a Party learns from or about the other Party prior to or after the execution of this Agreement.

"Disclosing Party" means the Party disclosing Confidential Information to the Receiving Party.

"Fee" means the fee to be paid by either Party to the other Party hereunder in accordance with what is set out in Appendix 2 to this Agreement.

"Force Majeure Event" shall have the meaning set out in Section 13.1.1 below.

"Industry Standard" means the exercise of such professionalism, skill, diligence, prudence and foresight which would normally be expected at any given time from a skilled and experienced actor engaged in a similar type of undertaking as under this Agreement. "Intellectual Property Rights" means Patents, Non-patented IP, Know-How and rights in Confidential Information to the extent protected under applicable laws anywhere in the world. For the avoidance of doubt, Trademarks are not comprised by this definition.

"Know-How" means confidential and proprietary industrial, technical and commercial information and techniques in any form including (without limitation) drawings, formulae, test results, reports, project reports and testing procedures, instruction and training manuals, tables of operating conditions, specifications, component lists, market forecasts, lists and particulars of customers and suppliers.

"Non-patented IP" means copyrights (including rights in computer software), database rights, semiconductor topography rights, rights in designs, and other intellectual property rights (other than Trademarks and Patents) and all rights or forms of protection having equivalent or similar effect anywhere in the world, in each case whether registered or unregistered, and registered includes registrations, applications for registration and renewals whether made before, on or after execution of this Agreement.

"**Patent**" means any patent, patent application, or utility model, whether filed before, on or after the execution of this Agreement, along with any continuation, continuation-in-part, divisional, re-examined or re-issued patent, foreign counterpart or renewal or extension of any of the foregoing.

"Polestar Vehicle" means the Polestar branded vehicle model Polestar 3.

"Results" shall mean any outcome of the Services provided to Polestar under this Agreement (including but not limited to any IP, technology, patents, designs, software, methods, processes, deliverables, objects, products, documentation, modifications, improvements, and/or amendments to be carried out by Volvo Cars) and any other outcome or result of the Services to be performed by Volvo Cars as described in the relevant Appendix 1.1 and Appendix 1.2, irrespective of whether the performance of the Services has been completed or not.

"Receiving Party" means the Party receiving Confidential Information from the Disclosing Party.

"Services" means the services provided from Volvo Cars to Polestar as specified in Appendix 1.1 and Appendix 1.2.

[***] "Territory" means all countries in the world except China.

"Third Party" means a party other than any of the Parties and/or an Affiliate of one of the Parties to this Agreement.

"**Trademarks**" means trademarks (including part numbers that are trademarks), service marks, logos, trade names, business names, assumed names, trade dress and get-up, and domain names, in each case whether registered or unregistered, including all applications, registrations, renewals and the like, in each case to the extent they constitute rights that are enforceable against third parties.

"Use" means to make, have made, use (including in a process, such as use in designing, engineering, testing or assembling products or in their research or development), keep, install, integrate, extract, assemble, reproduce, incorporate, create derivative works of, modify, adapt, improve, enhance, develop, service or repair, including in the case of installation, integration, assembly, service or repair, the right to have a subcontractor of

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Agreement no. PS23-074

Restated Service Agreement (RoW)

any tier carry out any of these activities on behalf of the Parties in their capacity as a licensee hereunder.

The right to "have made" is the right of the Parties in their capacity as a licensee hereunder, as applicable, to have another person (or their subcontractor of any tier) make for the Parties and does not include the right to grant sub-licenses to another person to make for such person's own use or use other than for the Parties.

"Volvo IP" means Know-How, Intellectual Property Rights and all other deliverables and/or materials either

 (a) (i) owned by Volvo Cars, or (ii) created, developed or invented by directors, managers, employees or consultants of Volvo Cars (to which Volvo Cars has licensed rights instead of ownership and the right to grant a sub-license), during or prior to the execution of this Agreement or during the term of the Agreement, or

(b) licensed by Volvo Cars from any Third Party to which Volvo Cars has the right to grant a sub-license and/or to assign such license to Polestar.

"Way Of Working" means the level of way of working set out in Section 2.2.2 below.

2. SCOPE OF THE AGREEMENT

- 2.1 General
- 2.1.1 The Parties have agreed that Volvo Cars shall provide to Polestar manufacturing engineering, logistic and procurement services related to the Polestar Vehicle. It is acknowledged that such work will be conducted in accordance with the standards that Volvo Cars is using in its internal projects.
- 2.1.2 The Polestar Vehicle is the first car launched based on the [***]. The start of production of [***] and the Polestar Vehicle is[***] and the pre-requisite for this Agreement is that the Polestar Vehicle will be produced solely in the Volvo Cars Chengdu plant in China. The Polestar Vehicle will be offered with electrified powertrains only. The Polestar Vehicle is a new top-hat, but has a high degree of shared systems with Volvo Cars vehicles.
- 2.1.3 Polestar wishes to obtain such services in relation to the Polestar Vehicle.
- 2.1.4 Upon Polestar's request, the Parties have agreed that the Fee shall be [***]. Polestar will pay the [***] irrespectively of their actual usage of the Services.
- 2.1.5 The Appendices shall be considered an integral part of this Agreement and any reference to the Agreement shall include the Appendices.
- 2.1.6 In the event there are any contradictions or inconsistencies between the terms of this Agreement and the appendices hereto, the Parties agree that they shall prevail over each other in the following order if not specifically stated otherwise in such document or the context or circumstances clearly suggest otherwise:
 - (a) this Agreement;

Agreement no. PS23-074

- (b) Appendix 1.1 Service Specification Manufacturing Engineering and Logistics and Appendix 1.2 – Service Specification Direct Material Procurement;
- (c) Appendix 2 Governance and Changes Structure;
- (d) Appendix 3 Fee.
- 2.2 Way of Working
- 2.2.1 Before entering into this Agreement, Polestar has been informed about the service processes and procedures that Volvo Cars is applying for its internal work and which Volvo Cars will be using for the Services under this Agreement.
- 2.2.2 Under this Agreement, Volvo Cars shall use professional, appropriate, qualified and skilled personnel, and shall ensure that its personnel have been properly educated and trained for the work to be performed, including being fully acquainted with Polestar's specific requirements. Volvo Cars shall avoid unnecessary changes in the personnel engaged in performing its undertakings under this Agreement. Volvo Cars shall work according to the same standard of care and professionalism, as well as Volvo Cars' performance of its undertakings under this Agreement, shall however at all times correspond to Industry Standard. If Volvo Cars uses its Affiliates and/or subcontractors to perform its responsibilities under this Agreement, the same way of working shall apply as if such performance was made by Volvo Cars itself.
- 2.2.3 Volvo Cars shall ensure that it has sufficient resources to perform its responsibilities under this Agreement. Furthermore, Volvo Cars undertakes to ensure that the Services will not be given lower priority than other Volvo Cars internal similar projects.
- 2.2.4 Polestar shall ensure that it has sufficient resources to perform its responsibilities under this Agreement and in particular provide Volvo Cars timely with necessary instructions and decisions requested by Volvo Cars, as required for Polestar to fulfil its responsibilities under this Agreement. Furthermore, Polestar shall use professional and skilled personal for the responsibilities to be performed.

3. SERVICES

Volvo Cars undertakes to provide to Polestar manufacturing engineering, logistic and procurement services, jointly referred to as Services. The rights and obligations for providing the Services are covered under this Section 3.

- 3.1 Provision of services
- 3.1.1 Specification of Services
- 3.1.1.1 The Parties have agreed upon the scope and specification of the Services provided under this Agreement in Appendix 1.1 and Appendix 1.2. The Services shall be provided for the Territory. The costs for the Services have been calculated and set based on i.a. costs and timing as set out in the Appendix 1.1 and Appendix 1.2.

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Agreement no. PS23-074

- 3.1.2 Making available the Results
- 3.1.2.1 Volvo Cars shall make the Results (or if not finalised, any part of the Results that has been finalised) available to Polestar within the timeframes specified in Appendix 1.1 and Appendix 1.2, but under all circumstances promptly after any part of the Results has been finalised.
- 3.1.3 Subcontractors
- 3.1.3.1 The Parties acknowledge that Volvo Cars may use its Affiliates and/or subcontractors to perform the Services under this Agreement, provided that Volvo Cars informs Polestar thereof.
- 3.1.3.2 Volvo Cars shall however remain responsible for the performance, and any omission to perform or comply with the provisions in this Section 3, by any Affiliate to Volvo Cars and/or any subcontractor to the same extent as if such performance or omittance was made by Volvo Cars itself. Volvo Cars shall also remain Polestar's sole point of contact unless otherwise agreed.
- 3.2 Service Requirements
- 3.2.1 All Services shall be performed in accordance with the requirements set forth in this Agreement, including Appendix 1.1 and Appendix 1.2.
- 3.2.2 Polestar shall provide Volvo Cars with instructions as reasonably required for Volvo Cars to be able to carry out the Services. Volvo Cars must continuously inform Polestar of any needs of additional instructions or specifications required to perform the Services.
- 3.3 Intellectual Property Rights
- 3.3.1 Ownership of existing Intellectual Property Rights.
- 3.3.1.1 Each Party remains the sole and exclusive owner of (i) any Background IP and other Intellectual Property Rights owned prior to the execution of the Services under this Agreement, (ii) any Intellectual Property Rights developed independently of the Services in this Section 3, and (iii) any Intellectual Property Rights which are modifications, amendments or derivatives of any Intellectual Property Rights already owned by such Party.
- 3.3.1.2 Nothing in this Agreement shall be deemed to constitute an assignment of, or license to use, any Trademarks of the other Party.
- 3.3.2 Ownership of Results.
- 3.3.2.1 In the event any Results are created as a result of the Services provided by Volvo Cars (or if applicable, any of its appointed Affiliates or subcontractors) under this Agreement, the Parties agree that Volvo Cars shall be the exclusive owner of such Results, including all modifications, amendments and developments thereof. Hence, all Results shall automatically upon their creation stay with Volvo Cars. Volvo Cars shall further have the right to transfer, sublicense, modify and otherwise freely dispose of the Results.
- 3.4 License grant

- 3.4.1 Volvo Cars hereby grants to Polestar a non-exclusive, irrevocable, perpetual (however at least fifty (50) years long (however, in no event shall such time exceed the validity period of any IP or Background IP included in the license described hereunder)) and non-assignable license to, within the Territory:
 - (a) Use, in whole or in part, the Results;
 - (b) if applicable, Use any Background IP embedded in or otherwise used in the development of the Results to the extent such license is necessary or reasonably necessary to make Use of the license granted to the Results; and
 - (c) design, engineer, Use, make and have made, repair, service, market, sell and make available products and/or services based on, incorporating or using the Results and any Background IP referred to in (a) and (b) above, in whole or in part.
- 3.4.2 The license granted to Polestar in accordance with Section 3.4.1 shall be fully sublicensable to Polestar's Affiliates, but shall not be sub-licensable to any Third Party without prior written consent from Volvo Cars, which shall not be unreasonably withheld (whereby a sublicense/license to a Third Party which is a competitor of Volvo Cars is an example of what could be deemed unreasonable) or delayed. For the avoidance of doubt, Volvo Cars shall be free to Use and to grant licenses to the Results and any Background IP to Volvo Cars' Affiliates and any Third Parties without prior written consent from Polestar.
- 3.4.3 Notwithstanding anything to the contrary in this Agreement shall be construed as to give the other Party any rights, including but not limited to any license rights (express or implied), to any Background IP, except as expressly stated herein.
- 3.5 Polestar brand name
- 3.5.1 For sake of clarity, it is especially noted that this Agreement does not include any right to use the "Polestar" brand name or Trademarks, or refer to "Polestar" in communications or official documents of whatever kind.
- 3.5.2 This means that this Agreement does not include any rights to directly or indirectly use the "Polestar" brand name or "Polestar" Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, *e.g.* in presentations, business cards and correspondence.
- 3.6 Volvo brand name
- 3.6.1 Correspondingly, it is especially noted that this Agreement does not include any right to use the "Volvo" brand name, or Trademarks, or refer to "Volvo" in communications or official documents of whatever kind. The Parties acknowledge that the "Volvo" Trademarks as well as the "Volvo" name is owned by Volvo Trademark Holding AB and that the right to use the name and the "Volvo" Trademarks is subject to a license agreement, which stipulates that the name, Trademarks and all thereto related Intellectual Property Rights can only be used by Volvo Car Corporation and its Affiliates in relation to Volvo products.
- 3.6.2 This means that this Agreement does not include any rights to directly or indirectly use the "Volvo" brand name or "Volvo" Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, *e.g.* in presentations, business cards and correspondence.

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- 4. FEE, PAYMENT TERMS
- 4.1 Fee
- 4.1.1 In consideration of the Services provided hereunder and the Parties' performance of their respective obligations under this Agreement, each Party agrees to pay to the other Party the Fee under the payments terms as described in <u>Appendix 2</u>.
- 5. AUDITS
- 5.1.1 During the term of this Agreement, Polestar shall have the right to, upon reasonable notice in writing to Volvo Cars, inspect Volvo Cars' books and records related to the Services and the premises where the work to finalise the Services is carried out, in order to conduct quality controls and otherwise verify the statements rendered in this Agreement.

5.1.2 Audits shall be made during regular business hours and be conducted by Polestar or by an independent auditor appointed by Polestar. Should Polestar during any inspection find that Services do not fulfil the requirements set forth herein, Polestar is entitled to comment on the identified deviations. Volvo Cars shall, upon notice from Polestar, take the actions required in order to fulfil the requirements. In the event the Parties cannot agree upon measures to be taken in respect of the audit, each Party shall be entitled to escalate such issue to relevant governance forum on high governance level.

6. DELAYS ETC.

- 6.1 Delay
- 6.1.1 In the event Volvo Cars risks not to meet an agreed deadline or is otherwise in delay with the performance of the Services, [***].
- 6.2 Effects of Polestar's actions
- 6.2.1 Notwithstanding what is set out above in this Section 6, Polestar shall be responsible for costs relating to delays which are due to Polestar's non-fulfillment of any of its obligations under this Agreement. Further, any such delays which are due to Polestar shall give a corresponding extension of time to Volvo Cars for meeting any time plan.

7. WARRANTIES

7.1 General warranties

Each Party warrants and represents to the other Party that:

- (a) it is duly organized, validly existing, and in good standing under the laws of its respective jurisdiction of incorporation or formation, as applicable;
- (b) it has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery and performance of this Agreement have been duly authorized and approved, with such authorization and approval in full force and effect, and do not and will not (i) violate any laws or regulations applicable to it or (ii) violate its organization documents or any agreement to which it is a party; and

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(d) this Agreement is a legal and binding obligation of it, enforceable against it in accordance with its terms.

8. INDEMNIFICATION

- 8.1 General
- 8.1.1 The Parties acknowledge that all Services are provided to Polestar on an "as is" basis, without any warranties or representations of any kind (except for the warranties in Section 7.1 above), whether implied or express, and in particular any warranties of suitability, merchantability, description, design and fitness for a particular purpose, non-infringement, completeness, systems integration and accuracy are expressly excluded to the maximum extent permissible by law.
- 8.1.2 In addition, [***].
- 8.1.3 The principles set out in this Section 8 is reflected in the Fee and the fact that Volvo Cars is not a supplier or consultant of systems or technical solutions, but merely a car manufacturer which normally only develops technical solutions for its own business purposes.
- 8.1.4 The principles set forth in this Section 8 are exclusive. Without limiting the generality of the foregoing in this Section 8, the Parties agree that no other remedy whatsoever under any statute, law or legal principle shall be available to Polestar in relation to the licenses and/or work to be granted and/or performed by Volvo Cars hereunder.
- 8.2 Polestar's indemnification
- 8.2.1 Polestar shall indemnify and hold harmless Volvo Cars and each of its Affiliates from and against [***].
- 8.2.2 Polestar shall indemnify and hold harmless Volvo Cars and each of its Affiliates from and against [***].
- 8.2.3 Volvo Cars shall after receipt of notice of a claim related to Polestar's use of any Volvo Cars' Background IP from Volvo Cars, or a claim which may reasonably be indemnifiable pursuant to Section 8.2.2 above notify Polestar of such claim in writing and Polestar shall following receipt of such notice to the extent permitted under applicable law, at its own

cost conduct negotiations with the Third Party presenting the claim and/or intervene in any suit or action. Polestar shall at all times keep Volvo Cars informed of the status and progress of the claim and consult with Volvo Cars on appropriate actions to take. If Polestar fails to or chooses not to take actions to defend Volvo Cars within a reasonable time, or at any time ceases to make such efforts, Volvo Cars shall be entitled to assume control over the defence against such claim and/or over any settlement negotiation at Polestar's cost. Any settlement proposed by Polestar on its own account must take account of potential implications for Volvo Cars and shall therefore be agreed in writing with Volvo Cars before settlement. Each Party will at no cost furnish to the other Party all data, records, and assistance within that Party's control that are of importance in order to properly defend against a claim.

9. LIMITATION OF LIABILITY

9.1 Neither Party shall be responsible for any indirect, incidental or consequential damage or any losses of production or profit caused by it under this Agreement.

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- 9.2 Each Party's aggregate liability for any direct damage arising out of or in connection with this Agreement shall be limited to[***].
- 9.3 The limitations of liability set out in this Section 9 shall not apply in respect of damage;
 - (a) caused by wilful misconduct or gross negligence, or
 - (b) caused by a Party's breach of the confidentiality undertakings in Section 11 below.

10. GOVERNANCE

10.1 Governance

- 10.1.1 The Parties shall act in good faith in all matters and shall at all times co-operate in respect of changes to this Agreement, including its Appendices as well as issues and/or disputes arising under this Agreement.
- 10.1.2 The Parties agree that governance in respect of this Agreement shall be handled in accordance with what is set out in the Governance and Change Structure in Appendix 3.
- 10.1.3 The governance and co-operation between the Parties in respect of this Agreement shall primarily be administered on an operational level. In the event that the Parties on an operational level cannot agree, each Party shall be entitled to escalate such issue in accordance with what it set forth in the Governance and Changes Structure in Appendix 3 to this Agreement. In the event that the Parties cannot agree on a joint solution for handling disagreements or disputes, a deadlock situation shall be deemed to have occurred and the procedure set forth in Section 15 shall apply.

11. CONFIDENTIAL INFORMATION

- 11.1 All Confidential Information shall only be used for the purposes set forth in this Agreement. Each Party will keep in confidence any Confidential Information obtained in relation to this Agreement and will not divulge the same to any Third Party, unless the exceptions specifically set forth below in this Section 11.1 below apply, in order to obtain patent protection or when approved by the other Party in writing, and with the exception of their own officers, employees, consultants or sub-contractors with a need to know as to enable such personnel to perform their duties hereunder. This provision will not apply to Confidential Information which the Receiving Party can demonstrate:
 - (a) was in the public domain other than by breach of this undertaking, or by another confidentiality undertaking;
 - (b) was already in the possession of the Receiving Party before its receipt from the Disclosing Party;
 - (c) is obtained from a Third Party who is free to divulge the same;
 - (d) is required to be disclosed by mandatory law, court order, lawful government action or applicable stock exchange regulations;
 - (e) is reasonably necessary for either Party to utilize its rights and make use of its Intellectual Property Rights; or

- (f) is developed or created by one Party independently of the other, without any part thereof having been developed or created with assistance or information received from the other Party.
- 11.2 The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the dissemination to Third Parties or publication of the Confidential Information, as the Receiving Party uses to protect its own Confidential Information of similar nature. Further, each Party shall ensure that its employees and consultants are bound by a similar duty of confidentiality and that any subcontractors taking part in the fulfilment of that Party's obligations hereunder, enters into a confidentiality undertaking containing in essence similar provisions as those set forth in this Section 11.
- 11.3 Any tangible materials that disclose or embody Confidential Information should be marked by the Disclosing Party as "Confidential," "Proprietary" or the substantial equivalent thereof. Confidential Information that is disclosed orally or visually shall be identified by the Disclosing Party as confidential at the time of disclosure, with subsequent confirmation in writing within thirty (30) days after disclosure. However, the lack of marking or subsequent confirmation that the disclosed information shall be regarded as "Confidential", "Proprietary" or the substantial equivalent thereof does not disqualify the disclosed information.
- 11.4 If any Party violates any of its obligations described in this Section 11, the violating Party shall, upon notification from the other Party, (i) immediately cease to proceed such harmful violation and take all actions needed to rectify said behaviour and (ii) financially compensate for the harm suffered as determined by an arbitral tribunal pursuant to Section 15.2 below. All legal remedies (compensatory but not punitive in nature) according to law shall apply.
- 11.5 This Section 11 shall survive the expiration or termination of this Agreement without limitation in time.

12. TERM AND TERMINATION

- 12.1 This Agreement is effective as of 30 June 2019 and shall remain in force during the performance of the Services and the validity of the license period of the license granted to Polestar under this Agreement, unless terminated in accordance with Section 12.2 below.
- 12.2 Either Party shall be entitled to terminate this Agreement with immediate effect in the event;
 - (a) the other Party commits a material breach of the terms of this Agreement, which has not been remedied within sixty (60) days from written notice from the other Party to remedy such breach (if capable of being remedied);
 - (b) the other Party should become insolvent or enter into negotiations on composition with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors; or
- 12.3 For avoidance of doubt, either Party not paying the Fee, without legitimate reasons for withholding payment, shall be considered a material breach for the purpose of this Agreement.

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- 12.4 Polestar shall in addition be entitled to cancel the Services performed by Volvo Cars for convenience upon 90 days written notice to Volvo Cars.
- 12.5 In the event Polestar cancels the Services in accordance with Section 12.4 above, Volvo Cars shall, in addition to the Fee, include any other reasonable proven costs Volvo Cars has incurred until the effective date of the cancellation.
- 13. MISCELLANEOUS
- 13.1 Force majeure
- 13.1.1 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a Party's reasonable control, which

by its nature could not nave been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a Third Party's), failure of energy sources or transport network, restrictions concerning motive force, acts of God, war, terrorism, insurgencies and riots, civil commotion, mobilization or extensive call ups, interference by civil or military authorities, national or international calamity, currency restrictions, requisitions, confiscation, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, stroke of lightning, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default or delays of suppliers or subcontractors.

- 13.1.2 A non-performing Party, which claims there is a Force Majeure Event, and cannot perform its obligations under this Agreement as a consequence thereof, shall use all commercially reasonable efforts to continue to perform or to mitigate the impact of its non-performance notwithstanding the Force Majeure Event and shall continue the performance of its obligations as soon as the Force Majeure Event ceases to exist.
- 13.2 Notices
- 13.2.1 All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Agreement must be in legible writing in the English language delivered by personal delivery, email transmission or prepaid overnight courier using an internationally recognized courier service and shall be effective upon receipt, which shall be deemed to have occurred:
 - (a) in case of personal delivery, at the time and on the date of personal delivery;
 - (b) if sent by email transmission, at the time and date indicated on a response confirming such successful email transmission;
 - (c) if delivered by courier, at the time and on the date of delivery as confirmed in the records of such courier service; or
 - (d) at such time and date as delivery by personal delivery or courier is refused by the addressee upon presentation;

in each case provided that if such receipt occurred on a non-business day, then notice shall be deemed to have been received on the next following business day; and provided further that where any notice, demand, request or other communication is provided by any Party

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by email, such Party shall also provide a copy of such notice, demand, request or other communication by using one of the other methods.

13.2.2 All such notices, demands, requests and other communications shall be sent to following addresses:

To Volvo Cars:

Volvo Car Corporation 56214 Partnerships & Alliances Attention: [***] SE-405 31 Gothenburg, SWEDEN

Email: [***]

With a copy not constituting notice to:

Volvo Car Corporation General Counsel 50090 Group Legal and Corporate Governance SE-405 31 Gothenburg, SWEDEN

Email: [***]

To Polestar:

Polestar Performance AB Polestar Business Office Attention: [***] Assar Gabrielssons Väg 9 SE-405 31 Gothenburg, SWEDEN

Email: [***]

With a copy not constituting notice to:

Polestar Performance AB Legal Department Assar Gabrielssons Väg 9 SE-405 31 Gothenburg, SWEDEN

Email: [***]

13.3 Assignment

- 13.3.1 Neither Party may, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under this Agreement without the other Party's prior written consent.
- 13.3.2 Notwithstanding the above, each Party may assign this Agreement to an Affiliate without the prior written consent of the other Party.

13.4 Waiver

Neither Party shall be deprived of any right under this Agreement because of its failure to exercise any right under this Agreement or failure to notify the infringing Party of a breach in connection with the Agreement. Notwithstanding the foregoing, rules on complaints and limitation periods shall apply.

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13.5 Severability

In the event any provision of this Agreement is wholly or partly invalid, the validity of the Agreement as a whole shall not be affected and the remaining provisions of the Agreement shall remain valid. To the extent that such invalidity materially affects a Party's benefit from, or performance under, the Agreement, it shall be reasonably amended.

13.6 Entire agreement

All arrangements, commitments and undertakings in connection with the subject matter of this Agreement (whether written or oral) made before the date of this Agreement are superseded by this Agreement.

13.7 Amendments

Any amendment or addition to this Agreement must be made in writing and signed by the Parties to be valid.

13.8 Survival

13.8.1 If this Agreement is terminated or expires pursuant to Section 12 above, Section 11 (Confidential Information), Section 14 (Governing Law), Section 15 (Dispute Resolution) as well as this Section 13.8, shall survive any termination or expiration and remain in force as between the Parties after such termination or expiration.

14. GOVERNING LAW

This Agreement and all non-contractual obligations in connection with this Agreement shall be governed by the substantive laws of Sweden without giving regard to its conflict of laws principles.

15. DISPUTE RESOLUTION

- 15.1 Escalation principles
- 15.1.1 In case the Parties cannot agree on a joint solution for handling disagreements or disputes in the governance forum Volvo Polestar Executive P&Q Steering Committee, described in Appendix 3, a deadlock situation shall be deemed to have occurred and any of the Parties can notify the other Party hereof by the means of a deadlock notice and simultaneously send a copy of the notice as set forth in Section 13.2.2 above and this Section. In such deadlock notice the reasons and preferred solution for the deadlock situation shall be stated. Upon the receipt of such a deadlock notice, the receiving Party shall within[***] of receipt, prepare and circulate to the other Party a statement stiling out its position on the matter in dispute and reasons for adopting such position, and simultaneously send a copy of its statement in accordance with what it set forth this Section 15.1. Each such statement shall be considered by the next regular meeting held by the Volvo Polestar Steering Committee or in a forum meeting specifically called upon by either Party for the settlement of the issue.
- 15.1.2 The members of the Volvo Polestar Steering Committee shall use reasonable endeavours to resolve a deadlock situation in good faith. As part thereof, the Volvo Polestar Steering Committee may request the Parties to in good faith develop and agree on a plan to resolve or address the breach, to be presented for the Volvo Polestar Steering Committee without undue delay. If the Volvo Polestar Steering Committee agrees upon a resolution or disposition of the matter, the Parties shall agree in writing on terms of such resolution or

disposition and the Parties shall ensure that such resolution or disposition is fully and promptly carried into effect.

- 15.1.3 If the Volvo Polestar Steering Committee cannot settle the deadlock within thirty (30) days from the deadlock notice, despite using reasonable endeavours to do so, such deadlock will be referred to the respective CEO and CFO of the two owners of Polestar on the signing date of this Agreement for decision. Should the matter not have been resolved by the respective CEO and CFO of the two owners of Polestar on the signing date of this Agreement within thirty (30) days counting from when the matter was referred to them, despite using reasonable endeavours to do so, the matter shall be resolved in accordance with Section 15.2 below.
- 15.1.4 All notices and communications exchanged in the course of a deadlock resolution proceeding shall be considered Confidential Information of each Party and be subject to the confidentiality undertaking in Section 11 above.
- 15.1.5 Notwithstanding the above, the Parties agree that either Party may disregard the time frames set forth in this Section 15.1 and apply shorter time frames and/or escalate an issue directly to the respective CEO and CFO of the two owners of Polestar on the signing date of this Agreement in the event the escalated issue is of an urgent character and where the applicable time frames set out above are not appropriate.
- 15.2 Arbitration
- 15.2.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Gothenburg, Sweden, and the language to be used in the arbitral proceedings shall be English. The arbitral tribunal shall be composed of three arbitrators.
- 15.2.2 Irrespective of any discussions or disputes between the Parties, each Party shall always continue to fulfil its undertakings under this Agreement unless an arbitral tribunal or court (as the case may be) decides otherwise.
- 15.2.3 In any arbitration proceeding, any legal proceeding to enforce any arbitration award, or any other legal proceedings between the Parties relating to this Agreement, each Party expressly waives the defence of sovereign immunity and any other defence based on the fact or allegation that it is an agency or instrumentality of a sovereign state. Such waiver includes a waiver of any defence of sovereign immunity in respect of enforcement of arbitral awards and/or sovereign immunity from execution over any of its assets.
- 15.2.4 All arbitral proceedings as well as any and all information, documentation and materials in any form disclosed in the proceedings shall be strictly confidential.

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This Agreement has been signed in two (2) originals, of which the parties have received one (1) each. The Parties may execute this Agreement in counterparts, which taken together will constitute one instrument. The Parties acknowledge that this Agreement shall be binding upon the Parties already upon the signing and exchange of scanned version thereof, including scanned signatures.

VOLVO CAR CORPORATION

Place: Gothenburg, 26 May 2023

/s/Maria Hemberg Signature

Maria Hemberg, General Counsel_____ Clarification of signature and title /s/Johan Ekdahl Signature

Johan Ekdahl, CFO Clarification of signature and title

POLESTAR AUTOMOTIVE CHINA DISTRIBUTION CO. LTD.

Place: June 1 2023

/s/Feng Dan_ Signature

Signature

Feng Dan, China CEO Clarification of signature and title

Clarification of signature and title

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Appendix 1.1 Service Specification Manufacturing Engineering and Logistics

1. GENERAL

1.1 This Service Specification sets out the scope and the specification of the activities that shall be performed by Volvo Cars Manufacturing and Logistics under this Agreement and the division of responsibilities between the Parties.

2. DEFINITIONS

- 2.1 Any capitalised terms used but not specifically defined herein shall have the meanings set out for such terms in this Agreement. In addition, the capitalised terms set out below in this Section 2 shall for the purposes of this Service Specification have the meanings described herein. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and vice versa.
 - "BGK" Beredningsgodkännande (ENG: Manufacturing approval)
 - "BMS" Business Management System
 - "CBSR" Cross Brand Service Request
 - "DERAD" Double Electric Rear Axle Drive
 - "DMP" Develop Manufacturing Process
 - "EFAD" Electric Front Axle Drive
 - "FTLE" Facilities and Tooling, production Launch and Engineering cost
 - "IDP" Indirect Purchase
 - "JPH" Jobs Per Hour
 - "KUPA" Kilo Units Per Annum

"LQOS" - Launch Quality Operating System

"ME" – Manufacturing Engineering

"MEP SC" - Manufacturing Engineering Polestar Steering Committee

"MEP" - Modular Electric Powertrain

"MTO" – Material Try-Out

"PII" - Process Inspection Instruction

"P&Q" – Product Development & Quality

"SPR" – Self Piercing Rivets

"VCCD" – Volvo Car Chengdu

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"VIRA" - Volvo system for handling deviations

"VPDS" – Volvo Product Development System

3. GENERAL DESCRIPTION

- 3.1 The Parties have agreed that Volvo Cars Manufacturing Engineering and Logistics will provide services for the industrialisation of the Polestar Vehicle with production in Volvo Cars plant in Chengdu, China ("VCCD").
- 3.2 The overall objectives of the activities are to enable a successful industrial launch of the Polestar Vehicle program.

4. ASSUMPTIONS/PRE-REQUISITES

- 4.1 General Assumptions / Pre-requisites
- 4.1.1 Production organization and manning to manage build series from MTO and forward will be subject to a separate agreement.
- 4.1.2 Bill of Process, industrial structure and principles according to Polestar 3 Red Book Manufacturing Assumptions.
- 4.1.3 Program to be industrialized in line with Volvo Cars Lean principles in order to support FLOW (including but not limited to line-back principles.
- 4.1.4 Perfect Sequence is assumed for all physical build series from PP build and onwards.
- 4.1.5 Development of battery box are not included in this contract.
- 4.2 Stamping
- 4.2.1 Strategic in-house scope will be stamped in VCCD.
- 4.2.2 Any future press-line installation team are not included in this contract.
- 4.2.3 Sourcing of stamping tools and dies for the VCCD in-house production to be performed by Volvo Cars.

4.3 Body Shop

- 4.3.1 Body Shop assembly will be performed at VCCD plant.
- 4.3.2 Common lines with sensitive areas (e.g. robot gardens) installed for full capacity at 32 JPH.
- 4.3.3 Unique BEV installations space protected for 32 JPH.
- 4.3.4 Flow drill screws technique will be used.
- 4.3.5 SPR will be used.
- 4.3.6 Plastic tailgate is unique for Polestar Vehicle.

- 4.4 Painting
 - 4.4.1 Painting will be performed at VCCD plant.
- 4.4.2 Traditional process will be used.
- 4.4.3 Matt Clear Coat will be used with a calculated 5% take rate.
- 4.4.4 Any Manufacturing Engineering activities related to development for Plastic Painting is not included in this Agreement.
- 4.5 <u>Final Assembly</u>
- 4.5.1 Final Assembly will be performed at VCCD plant.
- 4.5.2 Battery assembly of the battery pack will be performed in-house, assuming battery modules are supplied as sub-assemblies.
- 4.5.3 Battery assembly considered [***].
- 4.6 Engine
- 4.6.1 Services related to Manufacturing Engineering specific to the [***]are not included in this Agreement.
- 4.7 ME Support functions
- 4.7.1 Project Quality Leader are included.
- 4.8 <u>Geometry</u>
- 4.8.1 All Polestar Vehicle Manufacturing Engineering Geometry are considered Polestar unique.
- 4.9 Program Management
- 4.9.1 Program Management is included.
- 4.9.2 Finance (FTLE) is included.
- 4.9.3 New Model Program Engineer is included.
- 4.9.4 New Model Launch Management is included.
- 4.9.5 LQOS process will be followed.
- 4.10 Supply Chain Management
- 4.10.1 Packaging engineering: Development of packaging solution for parts (/racks type bound emballage etc) is included.
- 4.10.2 Handling systems and process for material call off from suppliers included.
- 4.10.3 Racks and emballage specified to optimize material supply.

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- 4.10.4 Material handling engineering: Develop layouts for logistics and specification / installation of equipment are included.
- 4.10.5 Supplier Logistics Assurance are included.

5. DESCRIPTION OF THE SERVICE ACTIVITIES

- 5.1 The roles and responsibilities between the Parties can generally be described as follows; Volvo Cars is responsible for Manufacturing Engineering and Logistics activities, including support to Indirect Procurement.
- 5.2 Volvo Cars Manufacturing Engineering is responsible for process related activities, in the areas of Stamping Rody in White Paint Shop Final Plant Geometry and In-plant

logistics including, but not limited to:

- 5.2.1 Specify, support purchase, install and verify production process as well as secure needed logistic set ups.
- 5.2.2 Perform needed investigations to secure the appropriate and most efficient changes within the Volvo plants that will take place to allow production of the Polestar Vehicle.
- 5.2.3 Define all specifications for the equipment, racks and packaging to be installed for Polestar Vehicle production.
- 5.2.4 Be the main contact towards the equipment suppliers in order to secure a technical perspective and Volvo Cars standards.
- 5.2.5 Be in close contact with the equipment suppliers during the design and manufacturing phase to secure they receive all needed information and get the equipment agreed on at the right timing.
- 5.2.6 Define and secure deliveries of test material to pre-series and tooling equipment.
- 5.2.7 Follow up the installation progress and support with needed process information to the suppliers and securing that the suppliers are delivering according to agreed quality and timing.
- 5.2.8 Secure to keep the production management informed about progress and make necessary agreements to fulfil production requirements.
- 5.2.9 Design plant layout and logistics flows as well as line facade concepts.
- 5.2.10 Develop packaging to be used from Tier 1 suppliers. Tier 2 suppliers are the responsibility of Tier 1.
- 5.2.11 Support pre-series activities to secure the quality and delivery of process as well as the timing aspects.
- 5.2.12 Manage Launch activities according LQOS process.

- 5.3 The process related activities, including detailed lists of planned investments and investment budget, will be aligned with Polestar.
- 5.3.1 Approximations (targets and estimations) of investment cost and investment budget will be supported and provided by Volvo Cars Manufacturing Engineering.

6. PARTIES RESPONSIBILITIES

- 6.1 Volvo Cars is responsible, but not limited to, following activities:
- 6.2 Securing following Deliveries on Product:
- 6.2.1 System approval- Manufacturing requirements agreement and commitment with Volvo Cars P&Q.
- 6.2.2 Manufacturing Approval including: Part approval, Virtual verification of manufacturing requirements including deviation approvals.
- 6.2.3 Production Approval: Physical verification of manufacturing requirements including deviation approvals.
- 6.2.4 Development of Parts Packaging Instructions.
- 6.2.5 Packaging verification.
- 6.2.6 Final demands fulfilment and deviation approvals.
- 6.2.7 Development of Assembly Instructions (PII's).
- 6.2.8 Product deviations handling in VIRA.
- 6.3 Securing following Activities on Product:
- 6.3.1 Product approval from Virtual Build Events until Manufacturing Approval.
- 6.3.2 VP built including slow build for Final Assembly.
- 623 Dalivar Manufacturing production anabling TT- and PD-carias and racaiva Production

- Approval (BGK).
- 6.3.4 Deliver prerequisites enabling that all builds, both virtual as well as physical, follows purpose of series.
- 6.4 Securing following Deliveries on Process:
- 6.4.1 Process design and development & installation.
- 6.4.2 Commissioning according to Body, Paint and Final assembly logic.
- 6.4.3 Hand over equipment to end user (VCC STD: 8012,39).
- 6.4.4 Supplier chain verification.
- 6.5 Securing following Activates on Process:

- 6.5.1 Integration event 2-5 according VPDS.
- 6.5.2 Virtual verification of process in Virtual Build events.
- 6.5.3 Deliver prerequisites for process verification in MTO, TT and PP.
- 6.5.4 Deliver prerequisites for both virtual and physical builds to follow purpose of series.
- 6.5.5 Generate RFQ for purchase of manufacturing equipment and support with supplier evaluation and technical solutions; creating "bidders list".
- 6.5.6 Support with installation and commissioning of process.
- 6.6 Supporting following activates with Indirect Purchase:
- 6.6.1 Input for sourcing of suppliers for non-type-bound suppliers.
- 6.6.2 Input for sourcing of suppliers for type-bound suppliers.
- 6.6.3 Support with information to Supplier Choice Meeting and Procurement Management Meetings.
- 6.7 **Polestar** is responsible, but not limited to, following activities:
- 6.8 Polestar is responsible for activities in relation to the Polestar Vehicle by timely providing the necessary pre-requisites and information to launch the production.

1. GENERAL

1.1 This Service Specification sets out the scope and the specification of the activities that shall be performed by Volvo Cars Procurement under the Agreement and the division of responsibilities between the Parties.

2. DEFINITIONS

2.1 Any capitalised terms used but not specifically defined herein shall have the meanings set out for such terms in the Agreement. In addition, the capitalised terms set out below in this Section 2 shall for the purposes of this Service Specification have the meanings described herein. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

"Procurement" – Involves both commercial purchasing and quality assurance of suppliers and their products and services.

"Direct Material Procurement" – Purchasing and quality assurance from and of Suppliers of car component tooling, car components, vehicle software and related development activities.

"Indirect Procurement" - Purchasing of Non-Production Material, Services and IT.

"SQM" means Supplier Quality Management, function within Direct Procurement that quality assures suppliers and the car components that they supply to Volvo Cars.

3. GENERAL DESCRIPTION

- 3.1 The Parties have agreed that Volvo Cars will be the service provider of Direct Procurement activities to source and quality assure suppliers and their products to the Polestar Vehicle. The overall objective for Volvo Cars is to source the best suppliers at a competitive cost level, in a timely manner and based on Volvo Cars standards.
- 3.2 The services of Indirect Procurement are <u>not</u> included in this Agreement, and will be subject to a separate agreement.
- 3.3 The principles for common vendor tooling are <u>not</u> included in this Agreement, and will be subject to a separate agreement.
- 3.4 The Direct Material Procurement services cover:
 - Polestar Technology (Category 1) components
 - PS Unique Volvo Technology (Category 2) components
 - Volvo Technology (Category 3A and 4) components
 - Common Polestar Technology (Category 3B) components

1

Internal Information - Polestar

4. ASSUMPTIONS/PRE-REQUISITES

- 4.1 The Procurement services will be carried out according to and within Volvo Cars existing sourcing process and approval levels. Volvo Cars Procurement will follow the already established functional forums, where Procurement is required for the sourcing process. Sourcing Strategy (bidders list) and Sourcing Decision (final supplier) will be approved in Volvo Cars Supplier Choice Meeting ("SCM") and Supplier Choice Consensus ("SCC"). The sourcing decisions will be made in SCM and SCC. The governance procedure is described in Appendix 4.
- 4.2 At the supplier selection for Polestar Technology components, Polestar is responsible to participate in the SCM and is regarded as one of the Stakeholders and will have a voice in the SCM. At the supplier selection for common platform components, Polestar is invited to be present in the SCM.

- 4.3 Volvo Cars Procurement requires all Engineering Statement of Work ("**ESOW**") to be agreed and signed-off between Volvo Cars and Polestar R&D before Sourcing is commenced.
- 4.4 Sourcing decisions will be based on multiple parameters such as quality, technical capability, sustainability, strategic consideration, and price. All price calculations are based on landed cost.
- 4.5 To adhere to Volvo Cars standards, the Volvo Cars Purchasing Terms & Conditions will be used towards the suppliers at sourcing and contract signing. Volvo Cars plants payment terms: [***]
- 4.6 "Arm's length principle" will be applied, meaning that information shared with Polestar about for instance Volvo Cars supplier strategies and agreements will be based on "need-to-know" basis only. Volvo Cars will not share benchmark data without the consent of the Supplier.
- 4.7 Volvo Cars will use its own standard agreements for sourcing Volvo Technology parts, but will not commit to volume on behalf of Polestar.
- 4.8 Volvo Cars Procurement functions will work in their normal line organisation while providing this service to Polestar, and may work with other projects in parallel.

5. DESCRIPTION OF THE SERVICE ACTIVITIES

- 5.1 The service will be provided in three main phases:
 - Strategic strategic alignment for Polestar Vehicle. Volvo Cars Procurement is responsible to lead the overall strategic work including CBP, Design to Profitability ("DtP") and benchmarking and will align the strategy and the targets with Polestar.
 - Sourcing Volvo Cars Procurement will lead the sourcing including team set-up, planning, execution, negotiation, contract, including performing needed supplier quality assessments.
 - Industrialization Volvo Cars Procurement will lead the industrialization including, risk assessment, PPAP and capacity verification.
- 5.2 The service deliveries will be the following:

Internal Information - Polestar

- Sourcing work including cost estimates and capacity leading up to a Sourcing Strategy and Sourcing Decision in SCM/SCC.
- Prepare Supplier contracts and Contracted Weekly Capacity ("CWC") (to be signed by Polestar).
- Place build, tool, prototype, engineering and production orders (blanket) and price updates. Ordering will be done in SI +/SAP with Polestar order template when Polestar owned tool orders. For Volvo Cars Procurement to be able to place orders in SI+, Polestar unique suppliers need to be registered and included in supplier base system VSM/Parma. Polestar orders will be approved in SI+ according to Volvo Delegation of Authority.
- PSW/PPAP per part number, approved by Volvo Site SQM including Verified Weekly Capacity.
- [***].
- 5.3 Volvo Cars Procurement will perform procurement deliveries through the following functions and their activities:
 - Program management/PAM Scope and plan the sourcing activities and drive that tasks are met timely, both for Polestar Technology and platform related parts and carline Capacity Increase Requests ("CIR").
 - Capacity and volume pre-requisites team Provide, via SP-tool, volume pre-requisites for the buyers RFQ and Contracted Weekly Capacity to the SQM supplier capacity verification
 - Hardware, Software and Propulsion Buyers Perform supplier evaluation (SEM), lead the sourcing, negotiation, supplier selection and contract signing including ordering.
 - Cost estimator Perform cost estimates based on LCE and OCE and communicate with the Buyer.
 - Forward Sourcing Buyer Manage sourcing process and analysis in sourcing system VGS
 - SOM Perform cumplier evaluations (MSA) PDAP and verify cumplier canacity

Resident SQM – Plant situated SQM, will secure supplier quality at launch and 0 km supplier quality assurance.

In addition Volvo Cars Procurement will provide all management and business support needed to support the different functions and processes with decisions and business analysis to support these decisions.

- 5.4 Cost Targets
 - Cost targets per component and for tooling for Polestar Technology will be set based on
 program affordable defined by project management prior to sourcing. Polestar has stated
 the affordable material cost target and total amount for tooling for the Polestar Vehicle.
 Deviations from set cost targets for Polestar Technology components will be aligned in
 operational program meetings and then agreed in SCM/SCC, including participation from

Internal Information - Polestar

Polestar. In the event a deviation cannot be agreed in SCM/SCC, the issue will be escalated according to the governance process described in Appendix 3. Cost target for common components will follow the already established Volvo Cars internal process.

- Eventual year-over-year cost reductions (LTA's) for Polestar Technology components will be handled based on case-by-case potential and according to supplier strategies or based on agreement with Polestar.
- Volvo Cars Procurement will keep Polestar informed of the overall progress of the sourcing including potential deviations from targets in operational program meetings.

6. POLESTARS RESPONSIBILITIES

- 6.1 Polestar must provide an overall high-level volume plan as well as a detailed volume plan in front of sourcing activities. The detailed volume plan must include complete information at a level that enables sourcing at component level, with specification of take-rates and variants.
- 6.2 Polestar is responsible to participate in SCM and SCC meetings for Polestar Technology components. If Polestar can not to participate, the decisions cannot be made by Volvo Cars in SCM and SCC, unless prior approval has been given by Polestar. Polestar may be invited to be present in Supplier Choice meetings for Volvo Technology components.
- 6.3 Polestar is responsible to provide approved overall funding of tooling investments for Polestar Technology tooling and agreed cost targets in front of negotiations with suppliers.
- 6.4 Polestar will abide to Volvo Cars supplier strategies and, with Volvo Cars R&D agreed, Commodity Business Plans ("CBP").
- 6.5 Polestar shall sign an agreement based on its Delegation of Authority to commit to volume, as necessary. Polestar will be responsible for its own capacity and volume forecasts.
- 6.6 Polestar will always be ultimately responsible for the Purchase Orders placed in Polestars name (i.e. payments, volume).
- 6.7 Only if requested by Volvo Cars will Polestar give input for sourcing of suppliers for Polestar Technology components.
- 6.8 Only if requested by Volvo Cars will Polestar participate in supplier strategy work for Polestar Technology components.
- 6.9 Polestar will keep a Power of Attorney updated and available for each of Volvo Cars legal entities to act on Polestars behalf. The purpose is to avoid any confusion towards suppliers and clarify that Volvo Cars has the authority to deliver the direct material procurement for Polestar.
- 6.10 Polestar will need to sign all agreements according to Polestar Delegation of Authority. Volvo Cars will use Polestar templates when acting on Polestars behalf.

APPENDIX 2

FEE

1. GENERAL

This appendix determines the Fee for the deliveries under this Agreement and sets the payment plan.

Any capitalised terms used but not specifically defined in this Appendix shall have the meanings set out for such terms in the License and Service Agreement. In addition, the capitalised terms set out below shall for the purpose of this Appendix have the meaning described herein. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

2. MANUFACTURING ENGINEERING SERVICES

3. [***]PROCUREMENT SERVICES (DIRECT MATERIAL)

3.1.1 [***]

4. LOGISTIC SERVICES

5. [***]TOTAL OVERVIEW

[***]

6. PAYMENT TERMS

- 6.1.1 The Fee for the Services Provided by Volvo Cars as outlined above in this appendix and included in the Service Agreement, shall be paid based on the payment plan set out below in Section 7. The amounts shall be invoiced on a [***].
- 6.1.2 The Invoice for the first payment as set forth in the payment plan below in Section 7 shall be invoiced in total at the end of the first quarter after the agreement has been signed by official signatories from both parties.
- 6.1.3 All amounts and payments referred to in this Agreement shall be paid in SEK.
- 6.1.4 All amounts referred to in this Service Agreement are exclusive of VAT and surtaxes but inclusive of Withholding Tax applicable in accordance with local legislation.
- 6.1.5 Polestar shall make a reasonable effort in establishing, where applicable and to the fullest extent possible, to the tax authorities of its country of residence that services rendered there by Volvo Cars do not amount to a Permanent Establishment as defined under Article 5 of

the Agreement between the Government of the People's Republic of China and the Government of the Kingdom of Sweden for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income (1986) (hereinafter the ""Sweden-China Income Tax Treaty""); and that no withholding tax shall apply to Payments under this Service Agreement.

- 6.1.6 [***]Payment made later than the due date will automatically be subject to interest for late payments for each day it is not paid and the interest shall be based on the [***].
- 6.1.7 Any paid portion of the Fee is non-refundable, with the exceptions set out in this Agreement.

7. PAYMENT PLAN

[***]

1. GENERAL

1.1 This Appendix 3 outlines the governance structure for this Agreement between the two Parties as well as how to handle changes along the development project.

2. DEFINITIONS

2.1 Any capitalised terms used but not specifically defined herein shall have the meanings set out for such terms in the Agreement. In addition, the capitalised terms set out below in this Section 2 shall for the purposes of this Appendix have the meanings described herein. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

3. GOVERNANCE STRUCTURE

3.1 Procurement

- 3.1.1 The operational level forum for procurement will follow the already established cross-functional and agile forums, where procurement is required for the sourcing process. The meetings manage operational issues in the sourcing process and prepares the information to be formally decided in Volvo Cars Supplier Choice Meeting ("SCM") and Supplier Choice Consensus ("SCC"). Polestar is invited to the established functional forums and meetings as requested and there Polestar will be informed of the overall progress of the sourcing of Polestar Technology including potential deviations from targets. The participants are the Volvo Cars Procurement program manager and Polestar Procurement Manager. Meeting cadence is based on request.
- 3.1.2 The SCM is the forum that decides on sourcing strategies, sourcing decisions and manages disagreements in deviations of program targets. The chairman of the meeting is the Volvo Cars Vice Presidents of Direct Material and participants are Volvo Cars Vice Presidents of Direct Material, Volvo Cars Sourcing Analyst, Volvo Cars Cost Estimate Director and Volvo Cars SQM Program Manager. At the supplier selection for Polestar Technology components, Polestar is responsible to participate in the SCM and is regarded as one of the stakeholders and will have a voice in the SCM. At the supplier selection for common platform components, Polestar is invited to be present in the SCM. The meeting is held weekly.
- 3.1.3 The SCC is the next level of governance forum for procurement, and it also decides sourcing strategy, sourcing decisions and manages disagreements in deviations of program targets. However, the SCC is only deciding on items escalated by Polestar and items that has decision value of more than [***]. Sourcing decisions for certain, defined critical, commodities must be finally decided by SCC, after decision in SCM. The chairman of the meeting is Volvo Cars Head of Global Procurement and Volvo Cars Vice Presidents of Procurement, as well as other unit stakeholders depending on agenda. At the supplier selection for Polestar Technology components, Polestar is responsible to participate in the SCC and is regarded as one of the Stakeholders and will have a voice in the SCC.
- 3.1.4 The next governance level for procurement is the Executive P&Q Steering Committee as described in Section 3.3.

3.2 Manufacturing Engineering & Logistics

- 3.2.1 The governance and co-operation for the manufacturing engineering and logistics is to be primarily conducted at M&L Operational Program Meetings between the Parties, but if Polestar objects to decisions made in the M&L Operational Program Meeting issues can be escalated to the Volvo Polestar M&L Program Review Meeting. The Volvo Polestar M&L Program Review Meeting will handle issues where a decision regarding deviations from M&L objectives have to be made. The meeting participants are Volvo Cars Manufacturing Business Office ("MBO") representative and Volvo Cars plant in Chengdu General Manager and Polestar Manufacturing Business Office and Polestar Finance. The meeting chair is Volvo Cars MBO and the meeting is held quarterly.
- 3.2.2 The next governance level for Manufacturing Engineering & Logistics is the Volvo Polestar Chengdu Steering Committee ("**VPCSC**"). The VPCSC is handling escalated topics escalated by Polestar and discuss strategic questions related to production. The participants are Volvo Cars SVP Manufacturing & Logistics and Polestar SVP Manufacturing & Logistics and Polestar Manufacturing Business Office, the meeting is facilitated by Volvo Cars MBO and is held quarterly.

3.3 Joint Governance Level

- 3.3.1 In the event that Polestar objects to decisions made in the VPCSC and the Parties cannot agree on a joint solution for disagreements or disputes handled, the final governance level is the Volvo Polestar Steering Committee. The participants in the Volvo Polestar Steering Committee is Volvo CEO and CFO and Polestar CEO and CFO, as well as other relevant participants from both Parties related to the subjects discussed. The meeting is held monthly or as otherwise agreed, based on escalated items.
- 3.3.2 If the Volvo Polestar Steering Committee cannot settle the disagreement, such deadlock will be referred to the respective CEO and CFO of the two owners of Polestar on the signing date of this Agreement, for deadlock resolution, according to the escalation principles described in the Agreement Section 18.
- 3.3.3 The governance structure between Volvo Cars and Polestar is illustrated in a picture at the end of this appendix.

2

VPCSC Volvo Polestar

> Chengdu Steering

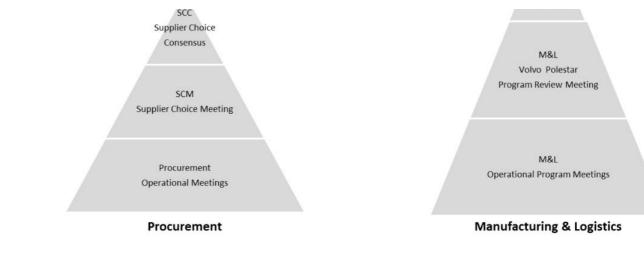
Committee

Arbitration

Deadlock resolution - CEO and CFO of the two owners of Polestar on the signing date of this Agreement

Volvo Polestar Steering Committee

Volvo Polestar Executive P&Q Steering Committee



Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

AMENDMENT AGREEMENT NO. 1

This Amendment Agreement No. 1 to the [***] Service Agreement ("Amendment") is between Volvo Car Corporation, Reg. No. 556074-3089, a corporation organized and existing under the laws of Sweden ("Volvo Cars") Polestar Automotive China Distribution Co. Ltd., Reg No 91510112MA6D05KT88 ("Polestar").

Each of Volvo Cars and Polestar is hereinafter referred to as a "Party" and jointly as the "Parties".

BACKGROUND

- A. The Parties have entered into a Restated [***] Service Agreement (PS23-074) (the "Agreement").
- B. The Parties now wish to amend the Agreement to the extent set out below.
- C. Now, therefore, the Parties agree as follows:

1. SCOPE OF AMENDMENT

- 1.1 The Agreement will be deemed amended to the extent herein provided and will, except as specifically amended, continue in full force and effect in accordance with its original terms. In case of any discrepancy between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall prevail. Any definitions used in this Amendment shall, unless otherwise is stated herein, have the respective meanings set forth in the Agreement.
- 1.2 The amendments to the provisions in the Agreement as stated in Section 2 below, such provisions highlighted for ease of reference in bold italics, shall come into force on the date this Amendment is signed by the last Party to sign it (as indicated by the date associated with that Party's signature).

2. AMENDMENTS

2.1 **Appendix 2 to the Agreement** shall be replaced in its entirety by Appendix 2 attached to this Amendment.

3. GENERAL PROVISIONS

- 3.1 This Amendment is and should be regarded and interpreted as an amendment to the Agreement. The validity of this Amendment is therefore dependent upon the validity of the Agreement.
- 3.2 No amendment of this Amendment will be effective unless it is in writing and signed by both Parties. A waiver of any default is not a waiver of any later default and will not affect the validity of this Amendment.

Amendment Agreement Template v20190325

Agreement no. PS23-076

- 3.3 Sections 14 and 15 of the Agreement shall apply to this Amendment as well.
- 3.4 The Parties may execute this Amendment in counterparts, including electronic copies, which taken together will constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

Amendment Agreement Template v20190325

Agreement no. PS23-076

VOLVO CAR CORPORATION

POLESTAR AUTOMOTIVE CHINA DISTRIBUTION CO LTD

By: Maria Hemberg	By: Dan Feng
Printed Name:	Printed Name:
Title: General Counsel	Title: <u>China CEO</u>
Date: 26 May 2023	Date: <u>1 June 2023</u>
By: Johan Ekdahl	Ву:
Printed Name:	Printed Name:
Title: _CFO	Title:
Date: 26 May 2023	_Date:

Amendment Agreement Template v20190325

APPENDIX 2

FEE

1. GENERAL

This appendix determines the Fee for the deliveries under this Agreement and sets the payment plan.

Any capitalised terms used but not specifically defined in this Appendix shall have the meanings set out for such terms in the License and Service Agreement. In addition, the capitalised terms set out below shall for the purpose of this Appendix have the meaning described herein. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

2. MANUFACTURING ENGINEERING SERVICES

2.1 Principles for determining the Fee

- 2.1.1 The Fee for the Manufacturing Engineering service that will provided by Volvo Cars on behalf of Polestar for production of the Polestar Vehicle in the Volvo Cars Chengdu factory (VCCD), shall be [***] applying arm's length pricing [***].
- 2.2 Total Fee as regards Manufacturing Engineering Services
- 2.2.1 [***].

3. PROCUREMENT SERVICES (DIRECT MATERIAL)

- 3.1 Principles for determining the Fee
- 3.1.1 The Fee for the Procurement Services to be provided by Volvo Cars on behalf of Polestar shall be determined based on [***].
- 3.2 Total Fee as regards Procurement Services (Direct Material)
- 3.2.1 [***].

4. LOGISTIC SERVICES

4.1 Principles for determining the Fee

- 4.1.1 The Fee for the Logistics Services that will be provided by Volvo Cars on behalf of Polestar shall be determined based on [***].
- 4.1.2 [***].

5. TOTAL OVERVIEW

[***]

6. PAYMENT TERMS

- 6.1.1 The Fee for the Services Provided by Volvo Cars as outlined above in this appendix and included in the Service Agreement, shall be paid based on the payment plan set out below in Section 7. The amounts shall be invoiced [***].
- 6.1.2 The Invoice for the first payment as set forth in the payment plan below in Section 7 shall be invoiced [***].
- 6.1.3 All amounts and payments referred to in this Agreement shall be paid in SEK.
- 6.1.4 All amounts referred to in this Service Agreement are exclusive of VAT and surtaxes but inclusive of Withholding Tax applicable in accordance with local legislation.
- 6.1.5 Polestar shall make a reasonable effort in establishing, where applicable and to the fullest extent possible, to the tax authorities of its country of residence that services rendered there by Volvo Cars do not amount to a Permanent Establishment as defined under Article 5 of the Agreement between the Government of the People's Republic of China and the Government of the Kingdom of Sweden for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income (1986) (hereinafter the ""Sweden-China Income Tax Treaty""); and that no withholding tax shall apply to Payments under this Service Agreement.
- 6.1.6 Volvo Cars shall make a reasonable effort to obtain a credit, under either Article 23 of the Sweden-China Income Tax Treaty or the domestic legislation of Volvo Cars country of residence, against income tax in Volvo Cars country of residence on account of the withholding tax, if any, levied on the Payments by the tax authorities of Polestar country of residence.
- 6.1.7 In the event that the withholding tax, if any, levied by the tax authorities of Volvo Cars country of residence is determined, by the tax authorities of Volvo Cars country of residence, to not be so creditable against the income tax of Volvo Cars, Polestar shall reimburse Volvo Cars for the withholding tax, exclusive of any tax applicable thereupon in Volvo Cars country of residence. The reimbursement shall be due upon the presentation by Volvo Cars of reasonable proof of the denial of the aforementioned credit.
- 6.1.8 Where the withholding tax levied in Polestar's country of residence is denied creditability in Volvo Cars country of residence, Polestar and Volvo Cars shall decide jointly whether a course of action shall be undertaken in the form of Mutual Agreement Procedure under Article 25 of the Sweden-China Income Tax Treaty or other dispute resolution procedures available between the competent authorities of Sweden and China. "
- 6.1.9 Payment made later than the due date will automatically be subject to interest for late payments for each day it is not paid and the interest shall be based on [***].

6.1.10 Any paid portion of the Fee is non-refundable, with the exceptions set out in this Agreement.

7. PAYMENT PLAN

[***]

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

LAUNCH VEHICLE SUPPLY AGREEMENT

dated 2023-07-10

VOLVO CAR CORPORATION

and

POLESTAR PERFORMANCE AB

Regarding Sale of [***] pre-production vehicles, that are being exported from China. Vehicles will be used for commercial launch and testing activities.

Agreement No.: PS23-083

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LIST OF SCHEDULES TO THIS LAUNCH VEHICLE SUPPLY AGREEMENT

Schedule 1 List of Launch Vehicles and pricelist

Schedule 2 General Terms

Agreement No.: PS23-083

This LAUNCH VEHICLE SUPPLY AGREEMENT (this "Agreement") is made between:

- (1) Volvo Car Corporation, Reg. no. 556074-3089, 405 31 Göteborg, Sweden. a limited liability company incorporated under the laws of Sweden (the "Seller").
- (2) **Polestar Performance AB**, Reg.no. 556653-3096, a company organised and existing under the laws of Sweden (the "**Buyer**") and

Each of the Seller and the Buyer is hereinafter referred to as a "Party".

BACKGROUND

- A. The Seller is a company within the Volvo Car group engaged in product development, design, manufacturing, sales and distribution of Seller branded vehicles and components, spare parts and accessories thereto.
- B. The Buyer is a company within the Polestar group engaged in the product development, design, manufacturing, sales and distribution of Buyer branded vehicles.
- C. The Buyer has outsourced the full development and manufacturing of its new [***] vehicle to the Seller and Seller's Affiliates.
- D. Buyer now wishes to buy Launch Vehicles (as defined below) from the Seller for the use in commercial launch and testing activities. The Seller has agreed to, subject to the Buyer's Order to sell and supply such Launch Vehicles to the Buyer and the Buyer has agreed to buy such Launch Vehicles on the terms set out in this Agreement.
- E. The Seller does not manufacture the Launch Vehicles. Instead Zhongjia Automobile Manufacturing (Chengdu) CO. LTD is the company responsible for manufacturing of the Launch Vehicles and the Seller is responsible for the distribution of the Launch Vehicles to the Buyer. Nevertheless, the Seller is fully responsible for this Agreement and the Buyer's single point of contact.
- F. As a general principle, the Parties agree that transactions between all relevant entities involved shall be conducted on arm's length terms.
- G. In light of the foregoing, the Parties have agreed to execute this Agreement.

1. DEFINITIONS

"Affiliate" means (i) for the Seller, any other legal entity that, directly or indirectly, is controlled by Volvo Car Corporation or Volvo Cars (China) Investment Company; and (ii) for the Buyer, any other legal entity that, directly or indirectly, is controlled by Polestar Automotive Holding UK PLC, and control means the possession, directly or indirectly, by agreement or otherwise, of (i) at least 50% of the voting stock, partnership interest or other ownership interest, or (ii) the power (a) to appoint or remove a majority of the board of directors or other governing body of an entity, or (b) to cause the direction of the management of an entity.

"Agreement" means this Agreement as originally executed and as amended from time to time, together with its Schedules.

Agreement No.: PS23-083

"Buyer" shall have the meaning ascribed to it in the Individual Terms.

"General Terms" means the general terms and conditions applicable to the supply and purchase of the Launch Vehicles under this Agreement set forth in <u>Schedule 2</u>.

"Individual Terms" means this main document of this Agreement.

"Launch Vehicles" means the products set forth in <u>Schedule 1</u>. "Prices" means the individual unit price of each Launch Vehicle as further set out in this Agreement.

"preHPD" means the manufacturing system where technical deviations are registered and approved.

"PP" cars means Pre-Production Vehicles as defined in Volvo product development system (VPDS)

"Purchase Order" shall have the meaning ascribed to it in the General Terms.

"Steering Committee" means the first level of governance forum for handling the cooperation between the Parties in various matters, under this Agreement which regarding cooperation between the Parties is the so-called Volvo and Polestar Engineering & Operations Steering Committee.

"Strategic Board" means the highest-level governance forum established by the Parties for handling the cooperation between the Parties in respect of various matters which regarding cooperation between the Parties under this Agreement is the so called Volvo Cars Polestar Executive Alignment Meeting.

"Third Party" means any person not a Party or an Affiliate of a Party.

"TT" cars mean Tooling Trial vehicles as defined in Volvo product development system (VPDS).

"Trademarks" means trademarks (including part numbers that are trademarks), service marks, logos, trade names, business names, assumed names, trade dress and get-up, and domain names, in each case whether registered or unregistered, including all applications, registrations, renewals and the like, in each case to the extent they constitute rights that are enforceable against third parties.

"VP" cars mean Verification Prototype vehicles as defined in Volvo product development system (VPDS).

2. AGREEMENT

2.1 General

- 2.1.1 The main document of this Agreement sets out the specific terms that shall apply to the supply of the Launch Vehicles to the Buyer. The general terms and conditions in relation to the obligations of the Parties hereunder are set out in the General Terms, which, together with the other schedules to this Agreement, form an integral part of this Agreement.
- 2.1.2 In the event there are any contradictions or inconsistencies between the terms of these Individual Terms of the Agreement and its schedules, the Parties agree that they shall

prevail over each other in the following order if not specifically stated otherwise in such document or the context or circumstances clearly suggest otherwise:

- (a) These Individual Terms
- (b) General Terms (Schedule 2)
- (c) List of Launch Vehicles and prices (Schedule 1)
- 2.2 Scope
- 2.2.1 The Parties have agreed upon the Launch Vehicles that the Seller shall supply to the Buyer under this Agreement, which are set out in Schedule 1. The Parties may, through written agreement, decide to add or remove Launch Vehicles to/from Schedule 1. Any such additional Launch Vehicles shall thereafter be covered by this Agreement and considered as Launch Vehicles.

2.3 Seller's Obligations

2.3.1 Seller shall provide the Launch Vehicles in the state of completeness as set forth below, including preparing sign off documentation.

Quality level for VP series vehicles

[***]

Quality level for TT series vehicles

[***]

Quality level for PP series vehicles

[***]

3. LAUNCH VEHICLE ORDER AND SUPPLY

- 3.1 Subject to Purchase Orders being placed by Buyer, the Seller agrees to sell and supply to the Buyer, and the Buyer agrees to purchase from the Seller, the Launch Vehicles in accordance with the terms of this Agreement and, in particular, the General Terms.
- 3.2 Timing for build start and first car ready in each series will be agreed on an operational level for each vehicle.

4. PRICES

4.1 The estimated Prices per Launch Vehicle at the agreed Shipping Terms will be determined on "arm's length terms" applying the cost-plus method and are set forth in Schedule 1.

Agreement No.: PS23-083

5. PAYMENT TERMS

- 5.1 Seller will invoice Buyer in the form of invoice as agreed by Buyer and Seller when the Launch Vehicle leaves the Seller's stock location. Invoices may be generated electronically; provided however that Buyer may request hard-copy summary invoices that total batches of individual invoices over a specified period, in order to satisfy VAT and Customs reporting requirements.
- 5.2 Payment terms are [***] days after date of invoice. Buyer will pay Seller for the invoice in accordance with that.
- 5.3 Payment of all invoiced amounts will be in SEK, or such other currency as Buyer and Seller may agree, and against an invoice issued to Buyer by Seller.

- 5.4 Payment made later than the due date will automatically be subject to interest for late payments for each day it is not paid, and the interest shall be [***]
- 5.5 VAT is chargeable on all invoiced amounts only where required by local law and shall be borne by the Buyer. Buyer may appoint an affiliate or Third Party to handle the requisite VAT registration and recovery. Seller shall apply for VAT exemption, credit and refund for exporting goods when selling to Buyer.
- 5.6 Any bank charges in connection with payment by Buyer to Seller shall be paid or reimbursed by Buyer.
- 5.7 If Seller, pursuant to the General Terms, appoints its Affiliates and/or subcontractors to perform its obligations under this Agreement, Seller shall include the costs relating to such work in the invoices to Buyer.

6. TRADEMARKS

6.1 General

For the avoidance of doubt, this Agreement shall in no way be construed as to give any of the Parties any right whatsoever to use any registered or unregistered trademarks or brand names owned or licensed by another Party or its Affiliates, except in the manner and to the extent set forth in this Agreement or expressly consented to in writing by that other Party.

6.2 Volvo Cars brand name

- 6.2.1 For sake of clarity, it is especially noted that this Agreement does not include any right to use the 'Volvo' brand name, or Trademarks, or refer to 'Volvo' in communications or official documents of whatever kind. The Parties acknowledge that the 'Volvo' Trademarks as well as the 'Volvo' name is owned by Volvo Trademark Holding AB and that the right to use the name and the 'Volvo' Trademarks is subject to a license agreement, which stipulates that the name, Trademarks, and all thereto related intellectual property can only be used by Volvo Cars and its Affiliates in relation to Volvo products.
- 6.2.2 This means that this Agreement does not include any rights to directly or indirectly use the 'Volvo' brand name or 'Volvo' Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence, unless for the export of Launch Vehicle by the Seller under this Agreement.

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6.3 Buyer's brand name

- 6.3.1 For sake of clarity, it is also noted that this Agreement does not include any right for the Seller to use the Buyer's brand name or Trademarks or refer to the Buyer in communications or official documents of whatever kind.
- 6.3.2 This means that this Agreement does not include any rights for the /Seller to directly or indirectly use the /Buyer's brand name or Trademarks, on or for any products or when marketing, promoting and/or selling such products, or in any other contacts with Third Parties, e.g. in presentations, business cards and correspondence.

6.4 Trademarks on Launch Vehicles

- 6.4.1 Notwithstanding the above, the Seller is hereby granted the right to use the Buyer's trademarks but solely to apply such trademark on the Launch Vehicles in accordance with the instructions provided by the Buyer.
- 6.4.2 Any other use of the Buyer's trademark, including on the Launch Vehicles, is subject to the Parties entering into a trademark license agreement.

7. TERM AND TERMINATION

- 7.1 This Agreement shall become effective when signed by duly authorised signatories of each Party and shall remain in force until terminated in accordance with Sections 7.2 or 7.3 below.
- 7.2 Either Party shall be entitled to terminate this Agreement with immediate effect in the event:
 - (a) the other Party commits a material breach of the terms of this Agreement, which has not been remedied within sixty (60) days from written notice from the other Party to remedy such breach (if capable of being remedied);
 - (b) the other Party should become insolvent or enters into negotiations on composition with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors.

- 7.3 Buyer shall in addition be entitled to terminate the Agreement for convenience upon sixty (60) days' written notice to the Seller.
- 7.4 After expiry or termination of this Agreement (except for situations where the Seller has terminated this Agreement due to material breach by the Buyer), the Seller shall continue to supply the Launch Vehicles to the Buyer in accordance with the terms of this Agreement, to the extent required to fulfil any Purchase Orders and Call-Offs executed prior to the termination of this Agreement.

8. NOTICES

All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Agreement shall be sent to following addresses and shall otherwise be sent in accordance with the terms in the General Terms:

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(a) To Seller:

Volvo Car Corporation Dept. 50419 HC2N 405 31 Göteborg, Sweden

Attention: [***] Email: [***]

With a copy to:

Volvo Car Corporation Dept. 50090 HBS3 405 31 Göteborg, Sweden

Attention: General Counsel [***]

(b) To Buyer:

Polestar Performance AB Attention: [***] Email: [***]

With a copy not constituting notice to:

Polestar Performance AB Attention: General Counsel [***]

[SIGNATURE PAGE FOLLOWS]

This Agreement has been signed electronically by both Parties.

VOLVO CAR CORPORATION	POLESTAR PERFORMANCE AB
By: Maria Hemberg	By: Dennis Nobelius
Title: <u>General Counsel</u>	Title: <u>COO</u>
Date: Jul 7 2023	Date: Jul 10 2023
By:Johan Ekdah	By: <u>Anna Rudensjö</u>
Title: CFO	Title: General Counsel
Date: Jul 9 2023	Date: Jul 10 2023

Agreement No.: PS23-083

SCHEDULE 1 – LIST OF LAUNCH VEHICLES AND PRICELIST

[***]

Agreement No.: PS23-083

SCHEDULE 2 - GENERAL TERMS AND CONDITIONS

For the supply and purchase of Launch Vehicles

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Schedule 2 - General Terms and Conditions

BACKGROUND

These general terms and conditions constitute a schedule to the Agreement (as defined below) and are an integral part of the Agreement.

1. DEFINITIONS

"Agreement" means the Individual Terms to which these General Terms are attached, including all of its schedules.

"Launch Vehicles" shall have the meaning ascribed to it in the Individual Terms.

"Confidential Information" means any and all information regarding the Parties and their respective businesses, whether commercial or technical, in whatever form or media, including but not limited to information relating to Launch Vehicles, intellectual property rights, concepts, technologies, processes, commercial figures, techniques, strategic plans and budgets, investments, customers and sales, designs, graphics, CAD models, CAE data, targets, test plans/reports, technical performance data and engineering sign-off documents and other information of a sensitive nature, that a Party learns from or about the other Party prior to, during or after the execution of the Agreement.

"Disclosing Party" means the party disclosing Confidential Information to the Receiving Party.

"Facility" means a building, Plant, premise, machine, equipment, fixture, or fitting required to build and store the Launch Vehicles.

"Force Majeure Event" shall mean as set out in Section 13.1.1.

"General Terms" means these general terms and conditions, which are applicable to the supply and purchase of Launch Vehicles under the Agreement.

"**Individual Terms**" means the main document of the Agreement, *i.e.* the contract document named 'Launch Vehicles Supply Agreement' executed and entered into between the Buyer and the Seller, to which these General Terms are a schedule.

"Order" means a purchase order by the Buyer for the supply by the Seller of a finished (completely built) Launch Vehicles, containing (as the transaction, context, circumstance, or case may be) the detailed specifications and commercial data, transmitted electronically by the Buyer to the Seller.

"Party/ies" shall have the meaning ascribed to it in the Individual Terms.

"Prices shall have the meaning ascribed to it in the Individual Terms.

"Plant" or "Plant Facility" means a specific Facility in which the manufacture or assembly of a Launch Vehicles or Launch Vehicles takes place.

"Raw Materials" means the tangible components, materials, parts, or other items that are required to assemble or manufacture the Launch Vehicles.

"Receiving Party" means the Party receiving Confidential Information from the Disclosing Party.

"Seller" shall have the meaning ascribed to it in the Individual Terms.

"Seller's Plant Quality Standards" means those quality standards that are in place (and as amended in the future) in relation to Seller's Plant Facilities.

"Steering Committee" shall have the meaning ascribed to it in the Individual Terms

"Strategic Board" shall have the meaning ascribed to it in the Individual Terms.

"**Technical Specification**" means all the required vehicle specifications that has been developed under the License, License Assignment and Service Agreement (agreement number PS19-022, dated June 30, 2019) that is necessary to manufacture a complete vehicle.

"Third Party" shall have the meaning ascribed to it in the Individual Terms.

2. LAUNCH VEHICLE SUPPLY

- 2.1 Subject to Orders being placed by the Buyer, the Seller agrees to sell and supply to the Buyer, and the Buyer agrees to purchase from the Seller, the Launch Vehicles in accordance with the terms of the Agreement including, but not limited to, these General Terms.
- 2.2 The Parties acknowledge that Seller may use its Affiliates to perform its obligations under this Agreement, provided that Seller informs Buyer thereof. Seller shall however remain responsible for the performance, and any omission to perform or comply with the provisions of this Agreement, by any Affiliate to Seller to the same extent as if such performance or omittance was made by Seller itself. Seller shall also remain Buyer's sole point of contact unless otherwise agreed.

3. ORDERS AND VOLUMES

- 3.1 When desiring to purchase any of the Launch Vehicles, the Buyer shall issue an Order and submit it to the Seller. The Order shall state the ordered Launch Vehicles, quantity, price (based on the Prices) and time of delivery.
- 3.2 The Order shall be confirmed by the Seller or declined in writing within two (2) business days from receipt. If an Order has not been confirmed or been declined within such time, the Order shall be considered confirmed by the Seller. The Seller shall not unreasonably withhold confirmation of, or decline, an Order. No terms and conditions in any Order or confirmation of an Order or similar that deviate from the terms and conditions of this Agreement shall be valid or binding unless expressly agreed between the Parties.
- 3.3 The Buyer may cancel an Order in whole or in part. In this event, the Buyer shall reimburse the Seller for any proven actual costs and expenses incurred by the Seller due to the Buyer's cancellation and which the Seller is unable to mitigate by delivering the Launch Vehicles, under the relevant Order to another buyer or in any other financially acceptable way. For the sake of clarity, the Seller can only sell the Launch vehicles to the Buyer unless Buyer has priorly approved another buyer. The Seller shall produce reasonable documentation on the incurred costs and expenses for which the Seller claims reimbursement.
- 3.4 The Buyer will order and the Seller will supply Launch Vehicles in accordance with ordering processes that are in current operation between the Parties, and as amended in the

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future. Orders shall be submitted, collected, segmented and scheduled using such systems as the Parties may agree upon from time to time.

4. MANUFACTURING

- 4.1 Assembly
- 4.1.1 The Seller undertakes to assemble the Launch Vehicles in strict conformity with the Technical Specification and/or as otherwise instructed by the Buyer from time to time and shall never implement any product changes, modification or substitutions of said Launch Vehicle(s) unless authorized thereto in writing by the Buyer in each case, subject to existing processes.

- DELLYERT, LOUISTICS, TITLE AND KISK
- 5.1 The Seller will deliver the Launch Vehicles on the dates that the Buyer specifies in the Orders, or any mutually agreed extended date. If the Buyer does not specify a date for any specific Order, the Seller shall deliver the Launch Vehicles within a commercially reasonable time.
- 5.2 The Launch Vehicles shall, unless otherwise agreed between the Parties in writing, be delivered in accordance with FOB Incoterms 2020 at the port agreed between the Parties currently being the port in Shanghai. For any delivery agreed to be transported by air freight, FCA Incoterms 2020 shall apply. The Buyer will issue packaging instructions for the Launch Vehicles, suitable for the selected transportation method. Should such packaging instruction not be available, the Seller will select packaging method.
- 5.3 The Seller shall cooperate with the Buyer in the latter's arrangement of the outbound logistics and transportation of the Launch Vehicles to market destinations specified by the Buyer (and Buyer Affiliates) on the Buyer's behalf.
- 5.4 Title and risk of loss or damage with respect to each Launch Vehicle passes to the Buyer when the Seller has delivered the Launch Vehicles to the Buyer in accordance with Section 5, without prejudice to the Buyer's right to reject Launch Vehicles under Section 7.
- 5.5 If the Seller finds that it will not be able to deliver the Launch Vehicles at the agreed time or if delay on its part seems likely, the Seller shall immediately notify the Buyer thereof in writing, stating the reasons for the delay and, if possible, the time when delivery can be expected.

6. QUALITY

....

- 6.1 When producing the Launch Vehicles, the Seller shall use professional and skilled personnel, reasonably experienced for the production. The Seller shall work according to the same standard of care and professionalism that is done in the Seller's internal business and production.
- 6.2 The Seller's quality metrics requirements applicable to its Plant Facilities will apply to all finished Launch Vehicles. The Seller shall meet the objective standards of the Seller's Plant Quality Standards and the Seller will maintain such standards.
- 6.3 The Launch Vehicles shall conform to the Technical Specification.

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7. DEFECTS AND RIGHT TO REJECT

- 7.1 The Buyer will inspect and check the Launch Vehicles on site at Seller's premises before they will be shipped to Buyer. The Buyer will give an approval to ship the Launch Vehicles. This inspection is an initial check and not a final approval of the Prototype Vehicles.
- 7.2 Immediately upon the Buyer's identification of the fact that any of the Launch Vehicles does not comply with the terms of this Agreement, the Buyer shall have the right to reject such defective Launch Vehicle within a commercially reasonable time after delivery.
- 7.3 The Seller shall repair and/or correct any rejected Launch Vehicles within a commercially reasonable time at its own costs and expenses. If a particular Launch Vehicle cannot be repaired or corrected, the Seller shall replace any non-repairable or non-correctable Launch Vehicle.
- 7.4 The Seller shall replace or physically correct any defects found prior to delivery of the Launch Vehicles to the Buyer. The Buyer is not obliged to accept Launch Vehicles if Seller has not properly corrected the defect.
- 7.5 If in delivering Launch Vehicles under this Agreement, the Seller delivers a Launch Vehicle that does not comply strictly with the Technical Specification and the quality level set forth in Section 2.3.2 in the Individual terms to the Buyer, the Parties will handle any such Launch Vehicle in accordance with Section 7.1, and the Seller alone will bear all correction or replacement costs.

8. WARRANTY

- 8.1 The Seller warrants that the product is in conformity with the Technical Specifications and merchantability or fitness for the particular purposes described in this Agreement.
- 8.2 Other than the above-mentioned Warranty, Seller expressly disclaims any warranty of Launch Vehicles or any parts thereof, express or implied, including any implied warranty of quality, merchantability or fitness for a particular purpose or any liability for losses based on negligence, manufacturer's strict liability, product liability, after-sales services or otherwise. Additionally, Seller does not provide any warranty in respect of any intellectual

property rights (including but not limited to trademarks, patents, copyrights, know-hows) related to the Launch Vehicles or any parts thereof and shall not be liable for any loss suffered by Buyer resulting therefrom.

9. INTELLECTUAL PROPERTY RIGHTS

Except as expressly stated in this Agreement, nothing in this Agreement shall be construed as an assignment of ownership of, or license to, any intellectual property rights.

10. LIMITATION OF LIABILITY

- 10.1 Neither Party shall be responsible for any indirect, incidental or consequential damage or any losses of production or profit caused by it under this Agreement.
- 10.2 Each Party's aggregate liability for any direct damage arising out of or in connection with this Agreement shall be limited to [***] of the Agreement amount subject to the price set forth in Schedule 1.

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- 10.3 The limitations of liability set out in this Section 11 shall not apply in respect of damage;
 - (a) caused by wilful misconduct or gross negligence, or
 - (b) caused by a Party's breach of the confidentiality undertakings in Section 12 below.

11. GOVERNANCE AND CHANGES

- 11.1 The Parties shall act in good faith in all matters and shall at all times co-operate in respect of changes to this Agreement as well as issues and/or disputes arising under this Agreement.
- 11.2 The governance and co-operation between the Parties in respect of this Agreement shall primarily be administered on an operational level. In the event the Parties on an operational level cannot agree upon aspects relating to the co-operation between the Parties, each Party shall be entitled to escalate such issue to the Steering Committee.
- 11.3 If the Steering Committee fails to agree upon a solution of the disagreement the relevant issue should be escalated to the Strategic Board for decision.

12. CONFIDENTIALITY

- 12.1 All Confidential Information shall only be used for the purposes set forth in this Agreement. Each Party will keep in confidence any Confidential Information obtained in relation to this Agreement and will not divulge the same to any Third Party, unless the exceptions specifically set forth below in this Section 13.1 below apply, in order to obtain patent protection or when approved by the other Party in writing, and with the exception of their own officers, employees, consultants or sub-contractors with a need to know as to enable such personnel to perform their duties hereunder. This provision will not apply to Confidential Information which the Receiving Party can demonstrate:
 - (a) was in the public domain other than by breach of this undertaking, or by another confidentiality undertaking;
 - (b) was already in the possession of the Receiving Party before its receipt from the Disclosing Party;
 - (c) is obtained from a Third Party who is free to divulge the same;
 - (d) is required to be disclosed by mandatory law, court order, lawful government action or applicable stock exchange regulations;
 - (e) is reasonably necessary for either Party to utilize its rights and make use of its Intellectual Property Rights; or
 - (f) is developed or created by one Party independently of the other, without any part thereof having been developed or created with assistance or information received from the other Party.
- 12.2 The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the dissemination to third parties or publication of the Confidential Information, as the Receiving Party uses to protect its own Confidential Information of similar nature. Further, each Party shall ensure that its employees and consultants are bound by a similar duty of confidentiality and that

any subcontractors taking part in the fulfilment of that Party's obligations hereunder, enters into a confidentiality undertaking containing in essence similar provisions as those set forth in this Section 12.

- 12.3 Any tangible materials that disclose or embody Confidential Information should be marked by the Disclosing Party as "Confidential," "Proprietary" or the substantial equivalent thereof. Confidential Information that is disclosed orally or visually shall be identified by the Disclosing Party as confidential at the time of disclosure, with subsequent confirmation in writing within thirty (30) days after disclosure. However, the lack of marking or subsequent confirmation that the disclosed information shall be regarded as "Confidential" does not disqualify the disclosed information from being classified as Confidential Information.
- 12.4 If any Party violates any of its obligations described in this Section 13, the violating Party shall, upon notification from the other Party, (i) immediately cease to proceed such harmful violation and take all actions needed to rectify said behaviour and (ii) financially compensate for the harm suffered as determined by an arbitral tribunal pursuant to Section 16.2 below. All legal remedies (compensatory but not punitive in nature) according to law shall apply.
- 12.5 This Section 12 shall survive the expiration or termination of this Agreement without limitation in time.

13. MISCELLANEOUS

- 13.1 Force majeure
- 13.1.1 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a Third Party's), failure of energy sources or transport network, restrictions concerning motive force, acts of God, war, terrorism, insurgencies and riots, civil commotion, mobilization or extensive call ups, interference by civil or military authorities, national or international calamity, currency restrictions, requisitions, confiscation, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, stroke of lightning, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions.
- 13.1.2 A non-performing Party, which claims there is a Force Majeure Event, and cannot perform its obligations under this Agreement as a consequence thereof, shall use all commercially reasonable efforts to continue to perform or to mitigate the impact of its non-performance notwithstanding the Force Majeure Event and shall continue the performance of its obligations as soon as the Force Majeure Event ceases to exist.

13.2 Notices

13.2.1 All notices, demands, requests and other communications to any Party as set forth in, or in any way relating to the subject matter of, this Agreement must be in legible writing in the English language delivered by personal delivery, facsimile, email transmission or prepaid overnight courier using an internationally recognized courier service and shall be effective upon receipt, which shall be deemed to have occurred:

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- (a) in case of personal delivery, at the time and on the date of personal delivery;
- (b) if sent by facsimile or email transmission, at the time and on the date indicated on a confirmation of successful transmission page relating to such facsimile transmission or at the time and date indicated on a response confirming such successful email transmission;
- (c) if delivered by courier, at the time and on the date of delivery as confirmed in the records of such courier service; or
- (d) at such time and date as delivery by personal delivery or courier is refused by the addressee upon presentation;

in each assa provided that if such receipt occurred on a non-husiness day, then notice shall

be deemed to have been received on the next following business day; and provided further that where any notice, demand, request or other communication is provided by any party by email, such party shall also provide a copy of such notice, demand, request or other communication by using one of the other methods.

13.2.2 All such notices, demands, requests and other communications shall be sent to the addresses set out in the Individual Terms.

13.3 Assignment

13.3.1 Neither Party may, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under this Agreement without the other Party's prior written consent.

13.4 Waiver

Neither Party shall be deprived of any right under this Agreement because of its failure to exercise any right under this Agreement or failure to notify the infringing party of a breach in connection with the Agreement. Notwithstanding the foregoing, rules on complaints and limitation periods shall apply.

13.5 Severability

In the event any provision of this Agreement is wholly or partly invalid, the validity of the Agreement as a whole shall not be affected and the remaining provisions of the Agreement shall remain valid. To the extent that such invalidity materially affects a Party's benefit from, or performance under, the Agreement, it shall be reasonably amended.

13.6 Entire Agreement

All arrangements, commitments and undertakings in connection with the subject matter of this Agreement (whether written or oral) made before the date of this Agreement are superseded by this Agreement.

13.7 Amendments

Any amendment or addition to this Agreement must be made in writing and signed by the Parties to be valid.

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13.8 Survival

If this Agreement is terminated or expires pursuant to the terms in the Individual Terms, Section 12 (*Confidential Information*), Section 14 *Governing Law*), Section 15 (*Dispute Resolution*) as well as this Section 13.8, shall survive any termination or expiration and remain in force as between the Parties after such termination or expiration.

14. GOVERNING LAW

This Agreement and all non-contractual obligations in connection with this Agreement shall be governed by the substantive laws of Sweden, without giving regard to its conflict of laws principles.

15. DISPUTE RESOLUTION

15.1 Escalation principles

- 15.1.1 In case the Parties cannot agree on a joint solution for handling disagreements or disputes, a deadlock situation shall be deemed to have occurred and each Party shall notify the other Party hereof by the means of a deadlock notice and simultaneously send a copy of the notice to the Steering Committee. Upon the receipt of such a deadlock notice, the receiving Party shall within ten (10) days of receipt, prepare and circulate to the other Party a statement setting out its position on the matter in dispute and reasons for adopting such position, and simultaneously send a copy of its statement to the Steering Committee. Each such statement shall be considered by the next regular meeting held by the Steering Committee or in a forum meeting specifically called upon by either Party for the settlement of the issue.
- 15.1.2 The members of the Steering Committee shall use reasonable endeavours to resolve a deadlock situation in good faith. As part thereof, the Steering Committee may request the Parties to in good faith develop and agree on a plan to resolve or address the breach, to be presented for the Steering Committee without undue delay. If the Steering Committee agrees upon a resolution or disposition of the matter, the Parties shall agree in writing on terms of such resolution or disposition and the Parties shall procure that such resolution or disposition is fully and promptly carried into effect.
- 15.1.3 If the Steering Committee cannot settle the deadlock within thirty (30) days from the

deadlock notice pursuant to the section above, despite using reasonable endeavours to do so, such deadlock will be referred to the Strategic Board for decision. Should the matter not have been resolved by the Strategic Board within thirty (30) days counting from when the matter was referred to them, despite using reasonable endeavours to do so, the matter shall be resolved in accordance with Section 15.2 below. If no Steering Committee has been established between the Parties, the relevant issue shall be referred to the Strategic Board immediately and Section 15.1.2 above shall not apply.

- 15.1.4 All notices and communications exchanged in the course of a deadlock resolution proceeding shall be considered Confidential Information of each Party and be subject to the confidentiality undertaking in Section 13 above.
- 15.1.5 Notwithstanding the above, the Parties agree that either Party may disregard the time frames set forth in this Section 16.1 and apply shorter time frames and/or escalate an issue directly to the Strategic Board in the event the escalated issue is of an urgent character and where the applicable time frames set out above are not appropriate.

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15.2 Arbitration

- 15.2.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Stockholm Chamber of Commerce, whereas the seat of arbitration shall be Gothenburg, Sweden, the language to be used in the arbitral proceedings shall be English, and the arbitral tribunal shall be composed of three arbitrators.
- 15.2.2 Irrespective of any discussions or disputes between the Parties, each Party shall always continue to fulfil its undertakings under this Agreement unless an arbitral tribunal or court (as the case may be) decides otherwise.
- 15.2.3 In any arbitration proceeding, any legal proceeding to enforce any arbitration award, or any other legal proceedings between the Parties relating to this Agreement, each Party expressly waives the defence of sovereign immunity and any other defence based on the fact or allegation that it is an agency or instrumentality of a sovereign state. Such waiver includes a waiver of any defence of sovereign immunity in respect of enforcement of arbitral awards and/or sovereign immunity from execution over any of its assets.
- 15.2.4 All arbitral proceedings as well as any and all information, documentation and materials in any form disclosed in the proceedings shall be strictly confidential.

Certain identified information marked with "[***]" has been omitted from this <u>document</u> because it is both (i) not material and (ii) the type that the registrant treats as private or_ confidential.

This FRAMEWORK AGREEMENT FOR THE SUPPLY OF CONSULTANTS (the "Framework Agreement") is entered into between:

- (1) Volvo Car Corporation, reg. no. 556074-3089, a limited liability company incorporated under the laws of Sweden ("Purchaser"); and
- (2) **Polestar Performance AB** reg. no. 556653-3096, a limited liability company incorporated under the laws of Sweden (the "**Supplier**").

Each Purchaser and Supplier is hereinafter referred to as a "**Party**" and, jointly, as the "**Parties**". Capitalized terms and expressions not defined in this main document shall, throughout the Framework Agreement, have the meanings assigned to them in the Volvo Cars' General Terms and Conditions for the supply of Consultants and Agile Development Teams (the "General Conditions") or in any other appendix unless the context clearly provides otherwise.

1. BACKGROUND

- 1.1 Purchaser is engaged in the development, design, manufacturing and marketing of automobiles as well as spare parts and accessories and services related thereto for such automobiles, with a focus on safety, environmental care, quality and design.
- 1.2 Supplier is engaged in the development and design, manufacturing and marketing of automobiles as well as spare parts and accessories and services related thereto for such automobiles, with a focus on safety, environmental care, quality and design and has in-depth knowledge and experience performing to the relevant Assignment(s) agreed upon within the scope of this Framework Agreement.
- 1.3 The Parties now desire to enter into this Framework Agreement for the purpose of allowing Purchaser to engage Consultants of the Supplier to perform the one or more Assignments agreed between the Parties from time to time. In light of the foregoing, the Parties have entered into this Framework Agreement.
- 1.4 Under separate agreements, Purchaser is providing services of various kinds (e.g. engineering, manufacturing, procurement) to Supplier e.g. for Supplier's vehicles Polestar 2, Polestar 3 and other projects ("Polestar Projects"). This Framework Agreement may be used by Purchaser to create Assignments that are connected to Polestar Projects but also for Assignments that are unconnected to Polestar Projects and solely for the purpose of the Purchaser's projects connected to Volvo branded vehicles and products.

2. SCOPE AND CONTRACTUAL DOCUMENTS

- 2.1 This Framework Agreement constitutes a framework under which Volvo Cars or its Affiliates from time to time may request Supplier and/or Supplier Affiliates to provide Consultants to perform Assignments on site and/or outside Volvo Cars' premises under the supervision and control of the Purchaser.
- 2.2 For each Assignment the Parties shall agree upon an Assignment Description and compensation levels set out in a Purchase Order.

Volvo Cars Indirect Purchasing, 2020-09-23

Agreement PS23-086

- 2.3 In addition to this Framework Agreement, any Assignment performed by Supplier for the Purchaser will be governed by the following documents (the "**Contractual Documents**"):
 - 1. This Framework Agreement;
 - 2. Volvo Cars' General Terms and Conditions for the Supply of Consultants (the "General Conditions"), <u>Appendix 1</u>
 - 3. Purchase Order(s) issued by Volvo Cars or any of its Affiliates (as defined in the General Conditions)
 - 4. Agreed rates, Appendix 2
- 2.4 All appendices form an integral part of this Framework Agreement and take precedence over any conflicting or deviating terms and conditions unilaterally provided by any of the Parties. In the event of any inconsistencies or contradictions between the terms and conditions of the Framework Agreement, this main document shall take precedence over the ar

pendices, and the appendices shall take precedence in the order set forth in Section 2.3.

- 2.5 For the avoidance of doubt, the Supplier is always responsible for acts or omissions of its personnel, Consultants and subcontractors, even without specific reference to such persons in the Purchase Order or other Contractual Documents.
- 2.6 Supplier is not entitled to payment for any work unless Purchaser by issuance of a Purchase Order has confirmed that the work can be commenced. Until such Purchase Order has been placed with Supplier, Volvo Cars has no responsibility, whatsoever, under this Framework Agreement, including but not limited to obligations to pay any rates or charges or to pay damages.

3. TERM

- 3.1 This Framework Agreement shall enter into force from 1st of January 2021 and when duly signed by authorised representatives of the Parties respectively and shall continue in force until the earlier of (i) 31 December 2025 or (ii) if terminated by Purchaser or Supplier by giving the other Party at least six (6) months' prior written notice of termination.
- 3.2 If an Assignment has a specific term stated, that term applies and the notice period for Assignments is stated in the General Conditions.

4. GOVERNANCE FORUM

- 4.1 The Parties agree that governance in respect of this Framework Agreement shall be handled in accordance with what is set out in the General Conditions in Appendix 1. When reference is made to a relevant governance forum, it shall for the purpose of this Framework Agreement have the meaning set out below in this Section 4.
- 4.2 The first level of governance forum for handling the co-operation between the Parties in various matters, handling management, prioritisation of development activities etc. under the Service Agreement shall be the "Steering Committee", which regarding cooperation between Supplier and Purchaser is the so called Volvo and Polestar Engineering & Operations Steering Committee. The Steering Committee shall be the first level of governance forum established by the Parties for handling the cooperation between them in respect of various matters.
- 4.3 The higher level of governance forum, to which an issue shall be escalated if the Steering Committee fails to agree upon a solution shall be the "**Strategic Board**", which regarding cooperation between Supplier and Purchaser is the so called "Volvo Cars and Polestar Executive Alignment Meeting". The Strategic Board shall be the highest level of governance

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forum established by the Parties for handling the cooperation between them in respect of various matters.

5. NOTICES

5.1 Save as otherwise provided under this Framework Agreement and other than routine operational communications, any notice, demand, document, consent or other communication required or permitted to be given by either Party to the other under the provisions of this Framework Agreement shall be in writing and sent by courier or by e-mail addressed as follows:

If to Volvo Cars to: Attention: [***] Address: Dept 50419, HC2N, 405 31 Göteborg e-mail: [***] If to Supplier to: Attention: [***] Address: Assar Gabrielssons väg 9, 4031, Göteborg e-mail: [***]

- 5.2 Any notice sent by courier shall be deemed to have been duly served three (3) working days (in the place to which it is sent) after it has been sent. Any notice sent by e-mail shall be deemed to have been duly served at the time of transmission provided that such transmission has been executed during normal working hours (in the place to which it is sent).
- 5.3 Any Party may change its address for notices at any time by written notice to the other Party in accordance with this Section 4.

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This Framework Agreement has been electronically signed by the Parties.

PLACE: DATE: PLACE: DATE:

VOLVO CAR CORPORATION

POLESTAR PERFORMANCE AB

Name: Maria Hemberg Title: General Counsel 11 December 2023 Name: Anna Rudensjö Title: General Counsel 12 December 2023

Name: Johan Ekdahl Title: CFO 11 December 2023 Name: Jonas Engström Title: Head of Operations 14 December 2023 3 (4)

Appendix 1

VOLVO CARS' GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF CONSULTANTS

1. GENERAL

1.1. These General Conditions are only applicable when Supplier provides Consultants working under the supervision and control of Purchaser either on site or elsewhere as further specified in the Assignment Description.

2. DEFINITIONS

2.1. Unless the context clearly specifies or requires otherwise, the following terms and expressions shall have the meanings assigned to them below.

"Affiliate" means any other legal entity that, directly or indirectly, is controlled by Volvo Cars or Polestar Automotive Holding UK PLC; and control means the possession, directly or indirectly, by agreement or otherwise, of (i) at least 50% of the voting stock, partnership interest or other ownership interest, or (ii) the power (a) to appoint or remove a majority of the board of directors or other governing body of an entity, or (b) to cause the direction of the management of an entity.

"Assignment" means the services Supplier will provide to Purchaser as defined in the Purchase Order.

"Assignment Description" means the specification of the skills and experience of the individual Consultant(s) or agile development team required for the Assignment.

"Background IP" means all Intellectual Property Rights owned by, or otherwise is in the rightful possession of either Party before the start of an Assignment or which a Party develops or acquires after the start from activities independent of any Assignment.

"Confidential Information" means information relating to the disclosing party, its Affiliates and their businesses (whether in written, verbal, or digital form), including without limitation the Assignments, any Results, ideas, concepts, designs, specifications, drawings, notes, technology, knowhow, future plans and programs, operations, services, products, costs, processes, models, specifications, procedures, manuals, personal data, customer lists and any other information which reasonably should be deemed confidential.

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"Consultant" shall mean the individual or, where applicable, the individuals forming a defined agile development team, which Supplier designates for the performance of the Assignment.

"Effective Date" means the date set out in the main body of the Framework Agreement.

"Force Majeure Event" has the meaning set out in Section 21.1.

"Framework Agreement" means the Framework Agreement for Supply of Consultants and includes, for the avoidance of doubt, all appendices attached to it, including these General Conditions.

"General Conditions" means these Volvo Cars' General Terms and Conditions for Supply of Consultants/Agile development teams.

"Intellectual Property Rights" means any and all intellectual and industrial property rights, whether registerable or not, including, but not limited to, patents, registered and unregistered design rights, utility models, copyrights, trademarks, business names, trade names, service marks, utility marks, database rights, know-how, all extensions and renewals to any of them and any applications for any of them and any right or form of protection of a similar nature having equivalent or similar effect to any of them, which may exist anywhere in the world.

"Party/Parties" means Purchaser and Supplier, individually or jointly as the case may be.

"Polestar Technology" means technology that does not exist on any other vehicle than Polestar Vehicle, and which is specified as Polestar Technology (Category 1 and for the avoidance of doubt Category 3B) under separate agreements between the Parties.

"Polestar Unique Volvo Technology" means such Volvo Technology which is specified as Polestar Unique Volvo Technology (Category 2) and which is licensed exclusively to Supplier and it's Affiliate under separate agreements between Purchaser and Supplier and it's Affiliate.

"Purchaser" means the relevant Volvo Cars entity, i.e. Volvo Car Corporation or any of its Affiliates, indicated as such in the Framework Agreement or otherwise in the applicable Purchase Order.

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"Results" means any intangible and tangible results developed, experienced or obtained when performing the Assignment, including, but not limited to (i) prototypes, drawings, descriptions, models, tables, photographs, source codes, object codes and other deliverables, reports and other documents, material and information (whether in writing or stored on any other form of media) and (ii) all Intellectual Property Rights developed, acquired, produced or otherwise originate as a result of or in connection with the performance of the Assignment.

"Service Request" means a detailed service request issued by Purchaser to Service Provider relating to each Assignment which Purchaser would like Supplier to perform (which will include or refer to a description of the Assignment to be performed and reasonable time from the date of issue of each Service Request, respond to the Service Request with an offer including a fee quote or reject the Service Request. Upon acknowledgement of such response to the Service Request Purchaser will issue a Purchase Order relating to the Assignment which will include a referral to the correlating Service Request. Supplier shall, within ten (10) business days from the date of issue of each Purchase Order either acknowledge or reject the Purchase Order.

3.2. A binding commitment to in relation to an Assignment shall be considered concluded between the Parties when Purchaser receives Supplier's acknowledgement of the Purchase Order, or in the absence thereof, at the latest when the Supplier starts to carry out the Assignment.

other relevant details related to the Assignment).

"Shared Technology Working Principles (STWP)" means the documented, mutually agreed way of working operational process between the two Parties.

"Supplier" means the company indicated as such in the Framework Agreement or in the Purchase Order. "Volvo Cars" means Volvo Car Corporation and all

its Affiliates collectively.

"Volvo Cars Data" means all data (including personal data, as defined in applicable laws and regulations) and other information (editorial, text, graphic, audio-visual and other content) that Volvo Cars or someone on its behalf makes available to Supplier and/or its Consultants through or as a consequence of the Assignment.

"Volvo Technology" means Volvo Intellectual Property Rights (including but not limited to Category 2, 3A and 4) which is licensed to Supplier and its Affiliates under separate agreements between Purchaser and Supplier and it's Affiliates.

"**Purchase Order**" means an electronic or physical purchase order regarding an Assignment agreed between the Purchaser and Supplier.

2.2. A phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limiting the generality of the related general words. All capitalized terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

3. ORDERING PROCESS

3.1. Purchaser will issue a Service Request relating to each Assignment which Purchaser would like Supplier to perform (which will include or refer to an Assignment Description containing a description of the Assignment to be performed, and other details related to Assignment). Supplier shall, within

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surts to early out the rissignment.

- 3.3. Purchaser does not make any further volume commitment beyond Purchase Order and Purchaser, are always free to source services from other suppliers or to perform such services itself.
- 3.4. Supplier is not entitled to payment for any work, unless Purchaser has issued a Purchase Order in accordance with the above.

4. PERFORMANCE OF THE ASSIGNMENT

- 4.1. Supplier shall perform the Assignment in compliance with the Purchase Order, the Assignment Description and these General Conditions and any other contractual documents agreed upon by the Parties and use its best efforts to promote the interests of Volvo Cars.
- 4.2. When performing the Assignment, Supplier shall use professional and skilled personnel, reasonably experienced for the Services to be performed, Service Provider shall work according to the same standard of care and professionalism that is done in Supplier's internal business and development projects. Such standard of care and professionalism, shall however at all times correspond to Industry Standard.
- 4.3. When performing the Assignment, Supplier shall comply with any reasonable instructions by Purchaser and shall co-operate with any third party as Purchaser requests as well as enter into any

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reasonable confidentiality agreements requested by such other suppliers for such purposes.

4.4. Unless it or he has been specifically authorized to do so by Purchaser in writing:

(a) neither Supplier nor the Consultant shall have any authority to incur any expenditure in the name of or for the account of Purchaser; and

(b) Supplier shall not and shall procure that the Consultant shall not, hold itself out as having authority to bind Purchaser.

- 4.5. The Consultants shall comply with any applicable Volvo Cars policies and directives.
- 4.6. When performing the Assignment, the Consultants shall time report according to Volvo Cars' procedures.

5. PERSONNEL

- 5.1. Supplier shall provide professional and skilled personnel, reasonably experienced for the Services to be performed at the best of their knowledge.
- 5.2. If Purchaser reasonably deems that a Consultant is not suitable for the Assignment, Purchaser shall notify Supplier, and Supplier shall if possible substitute that individual within a reasonable time. If a Consultant is replaced, for any reason, any associated costs, such as any extra time spent on the Assignment by the Supplier due to the replacement, for example, related to knowledge transfer, shall be borne by the Supplier.
- 5.3. The Consultants, while on the premises of Purchaser, shall follow normal business hours at Purchaser's premises where such work is performed unless otherwise requested by Purchaser.

is - where is" basis without any representations and warranties for their condition and usability. When Purchaser's resources are no longer required for performance of the Assignment, each Consultant will return Purchaser's resources to Purchaser in substantially the same condition as when the relevant Consultant began use of Purchaser's resources, subject to reasonable wear and tear.

6.2. Supplier shall complete, and ensure that its Consultants complete, any reasonable training as required by Purchaser. Supplier shall bear the cost for training of its Consultants. An initial training is estimated to be 3 hours.

7. OTHER ACTIVITIES

7.1. Nothing shall prevent the Supplier or the Consultant from being engaged, concerned or having any financial interest in any other business, trade, profession or occupation during the Assignment provided that such activity does not cause a breach of any of Supplier's obligations under this Framework Agreement.

8. DOCUMENTATION

- 8.1. All documents and other materials produced for Purchaser with regard to the Assignment, including but not limited to reports, descriptions, drawings, solutions, recommendations, models, tables, photographs, videos, object codes, source codes, shall be construed as Results and as such the property of Purchaser in accordance with Section 11.1. All documents and materials shall be delivered to Purchaser at the completion of the Assignment, on termination of the Framework Agreement (or a specific Assignment) or at Purchaser's request.
- 8.2. All documents and materials shall be prepared and marked in accordance with Volvo Cars' standards and Shared Technology Working Principles

5.4. Consultants shall only perform their Assignment on Purchaser's premises on Purchaser equipment and may not take any of Purchaser's equipment (including but not limited to computers) out of Purchaser's premises, except when expressly granted in writing by Purchaser and for assignments initiated prior to 31st of December 2023.

6. EQUIPMENT AND TRAINING

6.1. Unless otherwise agreed, Purchaser shall provide the Consultants with all equipment (including but not limited to any hardware, software and consumable supplies) necessary for the Assignment. Each Consultant may only use such equipment for the sole purpose of performing the Assignment and the equipment should always be used in an efficient and prudent manner. Any and all of Purchaser's resources to be provided will be furnished on an "as

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(STWP) if Supplier has been notified thereof.

8.3. If Purchaser supplies equipment, documents or information, including, descriptions, instructions, drawings, models, tools, tables, photographs, videos, object code, source code, discs or other media to any of the Consultants, Supplier shall ensure that each Consultant treats any such information as Confidential Information, properly safeguarded and stored. Title to the above shall remain with Purchaser and each Consultant may only use such Purchaser property to perform the Assignment for which it has been provided. All Purchaser property shall be returned to Purchaser after the completion of the Assignment, on

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termination of the Framework Agreement (or a specific Assignment) or at Purchaser's request.

9. FEES AND PAYMENT TERMS

- 9.1. Unless otherwise agreed, the fee for the Assignment shall be set out in the Purchase Order. Invoicing shall be made monthly in arrears. The invoice shall be supplemented by a fee specification specifying the work performed and possible reimbursable expenses. Payment shall be made within thirty (30) days from the date of the invoice, unless disputed by either Party in good faith in whole or in part. In case of late payment, Supplier may charge interest for overdue payments and the interest shall be based on the one month applicable interbank rate, depending on invoicing currency, with an additional of four per cent (4%) per annum. Unless approved by Purchaser in writing, Supplier shall not increase the fees for Consultants working in ongoing Assignments.
- 9.2. Other Cost will be charged bases on actual cost, not estimated costs.
- 9.3. Purchaser shall only be liable to pay for the hours performed under the Assignment. In the event of absence (sickness, vacation, education not initiated by Purchaser), Purchaser shall not be liable for any fees.
- 9.4. Supplier is responsible for charging and declaring VAT or similar local taxes as follows from applicable law. All fees and other remuneration under the Framework Agreement shall be excluding VAT or other similar local taxes. Supplier is solely responsible for ensuring that all taxes and charges for Consultants who carry out the Assignment for Purchaser are paid in accordance with applicable laws and collective bargaining agreements.
- 9.5. Unless otherwise specifically stated in the Purchase Order, all payments under the Framework Agreement shall be made in SEK (Swedish krona).
- 9.6. Payment does not automatically constitute approval of the invoiced amount or the performance under an Assignment.

10. EXPENSES

- 10.1. Purchaser shall not pay any expenses, unless they can be verified and have been agreed in the Purchase Order.
- 10.2. If Consultants need to travel due to a request from Purchaser, the following shall apply. Compensation for travel, meals and accommodation shall be paid only if Purchaser has approved the journey in writing. Purchaser shall also stipulate the method of transport and the standard of accommodation. Tickets and travel allowances shall be dealt with in

accordance with the applicable travel regulations. Supplier shall not be compensated for travelling time unless otherwise agreed.

11. OWNERSHIP AND USE OF RESULTS

- 11.1. The ownership to all Results related to the Assignment shall pass immediately, automatically and exclusively to Purchaser with full title, including the right to sublicense and transfer it to third parties, and to further develop and/or modify the Result. The Result may not be used by each Consultant for purposes other than the Assignment without the prior written consent of Purchaser. Supplier warrants that it is entitled to grant Purchaser the rights granted under the Framework Agreement and that it has obtained a written and valid assignment of all existing and future Results from the Consultant. Supplier agrees to provide to Purchaser's request
- 11.2. Supplier shall ensure that each Consultant discloses all inventions to Purchaser. Supplier acknowledges that due to the fact that inventions contain Purchaser's Confidential Information, Supplier or any of Supplier's employees or anyone else working for Supplier shall not be part of any invention disclosure to Purchaser except for the relevant Consultant. Supplier undertakes to assist, and procure that the relevant Consultants assists, in preparing and signing all documents and do all such other acts and things as may be necessary to enable Purchaser or any of its Affiliate to be registered as a holder of any Intellectual Property Rights forming part of the Result, including, for the avoidance of doubt, procuring its Consultants sign any document to effect a transfer of patent rights to Purchaser
- 11.3. Supplier hereby waives, to the maximum extent permissible under law, any and all moral rights of any nature existing in any country in and to the Results assigned hereunder.
- 11.4. Except with respect of ownership to the Result, no title or ownership with regard to either Party's Background IP shall be transferred to the other Party as a result of this Framework Agreement or the performance of an Assignment hereunder.
- 11.5. Purchaser may from time to time grant Supplier the right to use Purchaser's or its Affiliates', or their respective licensors' Background IP, but it will in such case in the context of this Framework Agreement always be restricted to the extent needed for the relevant Consultant to be able to deliver the Assignment hereunder. Supplier acknowledges that no further usage rights to such Background IP will be granted to it hereunder and that the use may be

subject to further restrictions beyond what is stated herein.

- 11.6. If the Assignment is terminated, Purchaser shall receive the rights to the Results for any work already paid for or delivered (provided Purchaser duly pays for it in accordance with the agreed terms). Further, the Purchaser shall be entitled to acquire against reasonable compensation the rights to Results for work not delivered nor paid for at termination.
- 11.7. Supplier and its Consultants shall without undue delay inform Purchaser if it gains knowledge or has reason to believe that Purchaser may be considered infringing on a third party's Intellectual Property Rights, including if the Assignment or the Result risk to be considered infringing on a third party right.
- 11.8. Supplier and its Consultants shall not use tangible or intangible resources (e.g. source codes or designs), whether originating from the Supplier or any third party, where the Supplier and its Consultants have reason to believe that the use will cause the Result to infringe the intellectual property rights or other rights of a third party.

12. TRADEMARKS

- 12.1. Supplier and its subcontractors may not use any of Purchaser's trademarks or logotypes (whether for advertisement, exhibitions or any other purpose) without the prior written consent of Purchaser and, if consent is given, strictly in accordance with the explicit instructions and requirements of Purchaser.
- 12.2. Purchaser and its Affiliates may not use any of Supplier's trademarks or logotypes (whether for advertisement, exhibitions or any other purpose) without the prior written consent of Supplier and, if consent is given, strictly in accordance with the explicit instructions and requirements of Supplier.

13. IP INFRINGEMENTS

13.1. In case Supplier or any Consultants have delivered Results to Purchaser, in violation of instructions provided by Purchaser, that knowingly infringe Intellectual Property Rights of a third party, Supplier shall [***]. Purchaser shall (i) notify Supplier without undue delay in writing of any Claim; (ii) allow Supplier to control the defence of and potentially settle such Claim; and (iii) provide reasonable assistance [***] in connection thereto.

14. LIABILITY

14.1. Subject to the limitations set out in Sections 14.2 and 14.3, Supplier shall hold harmless and indemnify Purchaser from and against [***] In case of a thirdparty claim, the Purchaser shall notify the Supplier in writing of the claim, and shall not settle any such

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claim, suit, or action without giving the Supplier reasonable time to consider such claim, suit, or action.

- 14.2. Except as set out in Section 14.4, neither Party shall be liable for any indirect loss or damage, including loss of profit, loss of goodwill, or loss of business opportunity. For the avoidance of doubt, direct losses or damages include but are not limited to the following:
 - a) loss of data and any costs of recreating or reloading any of the information of Purchaser that is corrupt, lost, or damaged;
 - b) costs of replacing lost or damaged equipment, software, and materials; and
 - c) reasonable overtime payments or related reasonable expenses Purchaser incurs, including overhead allocations of Purchaser for the employees of Purchaser, wages of additional employees, travel expenses, overtime expenses, and similar charges incurred in connection with (a) above.
- 14.3. Except as set out in Section 14.4, the maximum liability of a Party under this Framework Agreement shall with respect to each incident be limited to [***]
- 14.4. Notwithstanding anything to the contrary in this Framework Agreement, no limitation whether to types of damages or the maximum liability cap shall apply with respect to (i) [***], 15 (Confidentiality), (ii) claims related to death or bodily injury; or (iii) losses or damages caused by gross negligence or wilful misconduct.
- 14.5. Supplier shall be fully liable for acts and omissions of any Consultants or any other party Supplier engages to perform the Assignment.

15. CONFIDENTIALITY

15.1. The Parties shall use all reasonable means to preserve the secrecy of Confidential Information and only use it for the purpose of performing its obligations or exercising its rights under this Framework Agreement. Without the other Party's prior written consent, neither Party shall disclose Confidential Information to a third party, except to the extent necessary for the purpose of performing its obligations or exercising its rights under this Framework Agreement and provided that the third party is bound by confidentiality obligations not less protective than those set out in this Framework Agreement. In addition, Purchaser may always disclose Confidential Information to its Affiliates, provided that the Affiliate is bound by

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confidentiality obligations not less protective than those set out in this Framework Agreement.

- 15.2. In the course of the assignment Consultants may learn about Purchaser's Confidential Information and such Confidential Information may not be disclosed to Supplier or any of Supplier's employees or anyone else working for Supplier. Accordingly, Consultants may not access any Purchaser's Confidential Information from, or bring Purchaser's equipment onto, Supplier's premises. Consultants may not access any Supplier's confidential Information from, or bring Supplier's equipment onto, Purchaser's premises, except for cell phones or if permitted according to Section 5.4.
- 15.2 In case any of Sumpliar's Confidential Information

of this Framework Agreement and for twenty years thereafter.

- 15.8. Neither Party may make any public statement regarding this Framework Agreement without the other Party's written approval.
- 15.9. Supplier shall ensure that confidentiality in accordance with this Section 15 is adhered to by confidentiality undertakings entered into with each Consultant to this effect prior to commencement of the Assignment. Supplier shall ensure that each Consultant signs the NDA for 3rd parties accessing VCC IT systems (as attached in Appendix 1) before starting the Assignment or as soon as reasonably possible after starting the Assignment. Supplier shall be requested for the Assignment.

- or Intellectual Property Rights is included in any of the Results, Supplier hereby grants Purchaser a perpetual (at least 40 years), irrevocable, worldwide, royalty free, and non-exclusive license to use the relevant Supplier's Intellectual Property Rights for any purpose whatsoever. The Supplier hereby declares it will not assert, directly or indirectly, its IP rights against Purchaser for using the Results in accordance with this Agreement. What is set forth in this Section 15.3 will not apply to Polestar Technology and Polestar Unique Volvo Technology.
- 15.4. Confidential Information shall not include information which (i) is or becomes public through no fault of the receiving Party; (ii) is lawfully obtained from someone other than the disclosing Party that is not under an obligation to the disclosing Party to keep that information confidential; (iii) was already in the possession of the receiving Party prior to the date of disclosure; or (iv) the receiving Party develops independently without use of the Confidential Information.
- 15.5. The receiving Party may disclose the Confidential Information to comply with applicable laws, rules and regulations if it notifies the disclosing party (if so permitted) and takes reasonable and lawful actions to limit the extent of the disclosure.
- 15.6. On the expiration or termination of the Framework Agreement and if requested by Purchaser, Supplier ensures that each Consultant shall either return or destroy all media containing Confidential Information.
- 15.7. This Section 15 and the confidentiality undertakings of the Parties shall remain in force during the term

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such documents available to Purchaser.

16. PERSONAL DATA

16.1. The assumption is that neither the Supplier nor the Consultant will be acting as a processor of personal data (as defined in applicable laws and regulations) when performing any Assignment under this Agreement. However, should the Supplier or the Consultant undertake duties where it becomes a processor, the Parties shall prior to that any such duties are performed enter into a data processing agreement, upon notification from Purchaser that such agreement is required. The Supplier further shall comply with applicable laws and regulations, the Purchaser's instructions, data protection policy and other guidelines made available to it for processing of personal data within the scope of the Assignment.

17. TERM AND TERMINATION

- 17.1. Term: This Framework Agreement shall come into force from the Effective Date and shall remain in force until terminated in accordance with the provisions set out in the main body of the Framework Agreement or as set out below in this Section 17.
- 17.2. Termination for material breach of contract: If either Party materially breaches any of its obligations under the Framework Agreement, then the other Party may, immediately on written notice to the other Party, terminate the Framework Agreement for cause, as of the date specified in the notice of termination, provided that the breaching Party has failed to cure the breach, if curable, within thirty (30) days after written notice of the breach. If the breach is not curable, the other Party may terminate the Framework Agreement without the cure period. If Supplier has committed the breach it shall not be entitled to any other payment than compensation for agreed work already performed to the extent the work has a corresponding value. If Purchaser has committed the breach of the

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Framework Agreement, Purchaser shall pay for the work performed, verified necessary reasonable costs and expenses, which are not reimbursed in any other way.

- 17.3. **Termination for insolvency:** If a Party is or becomes bankrupt or insolvent, the other Party may, by written notice, terminate the Framework Agreement --with immediate effect.
- 17.4. Termination in case of force majeure: If a Party is prevented from performing its obligations under the Framework Agreement due to a Force Majeure Event for more than one (1) month, the other Party may terminate the Framework Agreement with immediate effect. Neither Party shall have any liability to the other in respect of the termination of the Framework Agreement because of a Force Majeure Event. A Force Majeure Event may never release Supplier from its obligations to implement or execute any business continuity plan the Parties may agree.
- 17.5. Termination for convenience: Each Party may terminate a specific Assignment for convenience at any time by (i) giving the other Party at least One (1) month's written notice, designating the termination date.
- 17.6. **Partial termination**: Where Purchaser is entitled to terminate this Framework Agreement, Purchaser can also choose to partially terminate any or more of the Assignments in accordance with the principles set out in this Section 17. If there is a partial termination for convenience, the Supplier shall be entitled to a pro-rate compensation based on the principles set out in Section 17.5.
- 17.7. Consequences of termination: Upon termination or expiration of the Framework Agreement, Supplier shall within two (2) weeks from the date of termination (i) return to Purchaser all

procuring and maintaining any relevant licenses, permits and authorisations required to perform the obligations under the Framework Agreement. Furthermore, Supplier shall comply with Volvo Cars' Code of Conduct for Business Partners, available at https://group.volvocars.com/sustainability, or similar principles. Failure by Supplier to comply with this Section 18.1 shall be deemed a material breach of the Agreement.

- 18.2. If Supplier performs any work on Purchaser's premises, Supplier will comply with Purchaser's safety and security arrangements (including its internal policies on well-being of employees, and on alcohol and drugs). Supplier is responsible to inform itself, its Consultants, its employees and its subcontractors of such safety and security arrangements applicable on Purchaser's premises from time to time. Purchaser is responsible for keeping Supplier informed about Purchasers safety and security arrangements.
- 18.3. The Swedish Foreign Posting of Employees Act (Sw. Lag om utstationering av arbetstagare) will apply as regards Consultants provided by Supplier performing work at any of Volvo Cars' premises in Sweden. If Consultants are performing such work for more than eight (8) days Supplier shall ensure that such persons (i) are covered by a life insurance as well as an insurance for industrial injuries, and (ii) receive salary, and vacation pay in accordance with the applicable or corresponding Swedish national collective agreement.

19. ENVIRONMENTAL MATTERS

19.1. Purchaser strives to strategically implement a "circular economy", which is why Supplier shall adopt a holistic view of the environmental impact that the Assignment may have, taking into account the waste hierarchy and the complete life cycle of documentation received from or developed for Purchaser in such form and format and on such media as requested and approved by Purchaser and (ii) thereafter permanently destroy all Volvo Cars Data in all locations and certify such destruction in writing. Further, if requested by Purchaser, Supplier shall assist in transferring the Assignment(s) to Purchaser or to any third party appointed by Purchaser in a smooth manner and without interruption or other significant adverse effects for Volvo Cars.

18. COMPLIANCE WITH LAWS, BASIC WORKING CONDITIONS, CODE OF CONDUCT ETC.

18.1. Supplier shall comply with – and ensure that its Consultants comply with – all applicable laws, rules and regulations when performing its obligations under the Framework Agreement, including

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the Assignment. Supplier shall take all reasonable steps to protect the environment in compliance with applicable laws, rules and regulations and Purchaser's reasonable instructions.

19.2. Supplier commit to, for the purpose of this Agreement, ensure compliance with the Polestar sustainability policy.

20. AUDIT RIGHT

- 20.1. Each Party shall continuously inform the other Party, in written English, on all matters that are of importance to its performance under the Framework Agreement.
- 20.2. Upon Purchaser's request, Supplier shall on a monthly basis provide Purchaser with statistics on performed work, costs, delivery performance and

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any other information which Purchaser may reasonably request.

- 20.3. Purchaser may, subject to prior written notice, send its authorised representatives to (i) examine all documents in the possession or under the control of Supplier relating to its obligations under the Framework Agreement or any payments requested by Supplier pursuant to the Framework Agreement, (ii) audit any facility or process to determine compliance with any requirements of the Framework Agreement and (iii), when determining Supplier's compliance with its obligations under Section 18, interview Supplier's Consultants, employees and management. In order to verify Supplier's compliance with the requirements set out in Section 18, Purchaser may also request Supplier to reasonably take part in an assessment program. Upon Purchaser's request, Supplier shall use its best efforts to permit Purchaser to conduct inspections and audits as set out in this section at any subcontractor engaged by Supplier.
- 20.4. Upon Purchaser's request, Supplier shall (i) provide Purchaser with its latest audited annual report, environmental report and quality control system certificate; and (ii) its most recent financial report, including income statements, balance sheets, cash flow statements and supporting data. If Supplier is a publicly traded company, Supplier shall provide such financial report when permitted to do so under applicable laws, rules and regulations.
- 20.5. Supplier shall maintain all relevant books and records relating to the Framework Agreement for a period of minimum two years after the expiration or termination of the Framework Agreement. Purchaser may make copies of such materials.

21. FORCE MAJEURE

- 21.1. Each Party shall be relieved from liability for a failure to perform any of its obligations under the Framework Agreement during such period and to the extent that the due performance is prevented by reason of any circumstance beyond the control of such Party, including natural disasters, war, government restrictions and embargoes, provided the non-performing Party is without fault and the default or delay could not have been prevented or avoided by reasonable precautions ("Force Majeure Event").
- 21.2. If a Party wishes to invoke a Force Majeure Event it shall give immediate notice to the other Party of the start and finish of such event. If a Party fails to give notice, it shall not be relieved from its obligations to perform due to such Force Majeure Event. Both Parties shall use reasonable efforts to prevent and reduce the effect of any non-performance of the

Framework Agreement caused by a Force Majeure Event.

21.3. Either Party may to terminate the Framework Agreement or an Assignment due to a Force Majeure Event in accordance with Section 17.4.

22. MISCELLANEOUS

- 22.1. Supplier shall obtain and retain a third party certification according to ISO 9001/2 and ISO 14001 standards. Should Supplier not be ISO 9001 and ISO 14001 certified or have other adequate and by Purchaser approved quality/environmental management system in place, Supplier shall, unless otherwise agreed, have a six months grace period from the date of the Framework Agreement, after which Supplier shall be able to demonstrate to Purchaser that the Assignment is performed in accordance with such quality and environmental system. If not, Supplier shall indemnify Purchaser from all losses, damages, costs and expenses that Purchaser incurs related to such non-compliance.
- 22.2. Neither Party may assign any rights or delegate any obligations under this Framework Agreement without the other Party's written consent. However, Purchaser may transfer the Agreement or a Purchase Order to any Affiliate upon written notice to Supplier.
- 22.3. Supplier is always liable for any acts and/or omissions of its personnel, consultants, subcontractors and affiliates and their compliance with Supplier's obligations under this Framework Agreement. The foregoing includes, without limitation, an obligation to make sure that its subcontractors comply with the code of conduct as set out in Section 18.1. If so reasonably required by Purchaser, Supplier shall substitute any such individual personnel, consultant or subcontractor.
- 22.4. The terms of this Framework Agreement that expressly are to, or by implication ought to, survive, will survive this Framework Agreement.
- 22.5. This Framework Agreement states all terms agreed between the Parties and supersedes all other agreements between the Parties relating to its subject matter.
- 22.6. No amendment of this Framework Agreement will be effective unless it is in writing and signed by both Parties.
- 22.7. No failure by either Party, at any time, to require the other Party to perform shall in any way affect the right to require such performance at any time thereafter, nor shall the waiver of either Party of a breach under the Framework Agreement constitute

a waiver of any later breach of the same or any other provision.

- 22.8. The Parties are independent contractors. This Framework Agreement does not create any agency, partnership or joint venture between the Parties.
- 22.9. Unenforceable terms of this Framework Agreement will be modified to reflect the Parties' intention and only to the extent necessary to make them enforceable. The other terms will remain in effect without change.
- 22.10. Notwithstanding anything to the contrary set out in this Framework Agreement, all remedies shall be cumulative and in addition to any other available remedies under this Framework Agreement or law.
- 22.11. The English version of the Framework Agreement shall take precedence over any translation of it.

23. GOVERNING LAW, ESCALATION PRINCIPLESAND DISPUTE RESOLUTION

- 23.1. Governing law: The Framework Agreement shall be governed by the substantive laws of Sweden, without regard to its conflict of law principles or the UN convention on international sale of goods.
- 23.2. Escalation principles: In case the Parties cannot agree on a joint solution for handling disagreements or disputes, a deadlock situation shall be deemed to have occurred and each Party shall notify the other Party hereof by the means of a deadlock notice and simultaneously send a copy of the notice to the Steering Committee. Upon the receipt of such a deadlock notice, the receiving Party shall within ten days of receipt, prepare and circulate to the other Party a statement setting out its position on the matter in dispute and reasons for adopting such position, and simultaneously send a copy of its statement to the Steering Committee. Each such statement shall be considered by the next regular meeting held by the Steering Committee or in a forum meeting specifically called upon by either Party for the settlement of the issue.
- 23.3. The members of the Steering Committee shall use reasonable endeavours to resolve a deadlock situation in good faith. As part thereof, the Steering Committee may request the Parties to in good faith develop and agree on a plan to resolve or address the breach, to be presented for the Steering Committee without undue delay. If the Steering Committee agrees upon a resolution or disposition of the matter, the Parties shall agree in writing on terms of such resolution or disposition and the Parties shall procure that such resolution or disposition is fully and promptly carried into effect.
- 23.4. If no Steering Committee has been established between the Parties, the relevant issue shall be

Volvo Cars Related Party 20230925

unless an arbitral tribunal or court (as the case may be) decides otherwise.

23.12. In any arbitration proceeding, any legal proceeding to enforce any arbitration award, or any other legal proceedings between the Parties relating to this Framework Agreement, each Party expressly waives the defense of sovereign immunity and any other defense based on the fact or allegation that it is an agency or instrumentality of a sovereign state. Such waiver includes a waiver of any defense of sovereign immunity in respect of enforcement of arbitral awards and/or sovereign immunity from execution over any of its assets. referred to the Strategic Board immediately and Section 23.3 above shall not apply.

- 23.5. If the Steering Committee cannot settle the deadlock within 30 days from the deadlock notice pursuant to the section above, despite using reasonable endeavours to do so, such deadlock will be referred to the Strategic Board for decision. Should the matter not have been resolved by the Strategic Board within 30 days counting from when the matter was referred to them, despite using reasonable endeavours to do so, the matter shall be resolved in accordance with Section 23.8 below.
- 23.6. All notices and communications exchanged in the course of a deadlock resolution proceeding shall be considered Confidential Information of each Party and be subject to the confidentiality undertaking in Section 15 above.
- 23.7. Notwithstanding the above, the Parties agree that either Party may disregard the time frames set forth in this Section 23 and apply shorter time frames and/or escalate an issue directly to the Strategic Board in the event the escalated issue is of an urgent character and where the applicable time frames set out above are not appropriate.
- 23.8. Arbitration: Any dispute, controversy or claim arising out of or in connection with the Framework Agreement, or the breach, termination or invalidity of it, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. The seat of arbitration shall be Gothenburg, Sweden and the language to be used in the arbitrat proceedings shall be English unless both Parties are located in Sweden, in case in which it shall be Swedish.
- 23.9. In spite of the above, each Party may at any time to apply to any court of competent jurisdiction for interim relief.
- 23.10. All statements made and documents provided or exchanged in connection with the dispute resolution procedure under this Section 22.1 shall be used solely for the purpose of those proceedings and shall be treated as Confidential Information as shall the existence or content of the dispute or claim.
- 23.11. Irrespective of any disputes or claims between the Parties, Supplier shall always continue to fulfil its undertakings under this Framework Agreement

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[***]

FRAMEWORK AGREEMENT APPENDIX 2 HOURLY RATES

Agreement No.: PS23-086

Volvo Cars Related Party 20230925

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Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

US FEDERAL "***" CREDITS MY21 AND MY22 PAYMENT AGREEMENT

This US Federal Corporate Average Fuel Economy (""***") Credits MY21 and MY22 Payment Agreement is between

1. PARTIES

Volvo Car Corporation, reg. no. 556074-3089, a corporation organized and existing under the laws of Sweden ("Volvo Cars"), and

Polestar Performance AB, reg. no. 556653-3096, a corporation organized and existing under the laws of Sweden ("**Polestar**").

2. BACKGROUND

- A. Volvo Cars and Polestar have reduced their joint "***" credits for Model Year ("MY") 21 and 22, resulting in a surplus of "***" credits that can be traded with other carmakers. The Regulation enable sales of "***" credits for over-achieving manufacturers to create an income for the "***" credits by offering credits to companies that are falling short of their own target.
- B. Since Volvo Cars, Polestar and Lotus Cars Ltd., with reg. no 895091 ("Lotus Cars") forms an entity (hereafter called "the Entity") defined by Environmental Protection Agency ("EPA") and National Highway Traffic Safety Administration ("NHTSA") and the Parties contribute to the "***" credits jointly. The "***" credits will be shared according to "***". Polestar's share of the contribution will be compensated by Volvo Cars according to the terms and conditions set forth in this Agreement.
- C. Now, therefore, the Parties agree as follows:

3. DEFINITIONS

Front page definitions. The terms Volvo Cars and Polestar shall have the meaning as set out in Section 1 of this Agreement.

- 3.1 Agreement means this agreement.
- 3.2 **Confidential Information** means any and all non-public information regarding the Parties and their respective businesses, whether commercial or technical, in whatever form or media, including but not limited to the existence, content and subject matter of this Agreement that a Party learns from or about the other Party prior to or after the execution of this Agreement.
- 3.3 Disclosing Party means the Party disclosing Confidential Information to the Receiving Party.

- 3.4 *"***"* Credits Agreement means the agreement stipulating sell and trade of *"***"* credits between the Entity to external Original Equipment Manufacturer ("OEM").
- 3.5 **"***" Credits** means credits earned under NHTSA's "***" Regulations at 49 Code of Federal Regulations "**C.F.R**." Parts 531, 533, 536, and 537, as applicable, for Model Years 2021-2022 which are eligible to be traded or transferred pursuant to 49 C.F.R. § 536.6(c), and which have been adjusted pursuant to 49 C.F.R. § 536.4(c). Generated by an OEM when reducing the amount of "***" emissions during a MY, this results in a surplus of "***" credits which can be sold in the US market to other OEMs.
- 3.6 Parties means Volvo Cars and Polestar and Party means either Volvo Cars or Polestar.
- 3.7 **Polestar Share** means the "***" of "***" Credits from Polestar branded vehicles to the Parties' total amount of "***" Credits.

- 3.8 Receiving Party means the Party receiving Confidential Information from the Disclosing Party.
- 3.9 **Regulation** refers to EPA's regulation at 40 C.F.R. Part 85, 86 and/or 600 as applicable to "***" Credits, as such regulations may be amended, superseded or replaced from time to time.
- 3.10 **Steering Committee** means the Volvo Polestar Emission Credit Sales Report Steering Committee. The Steering Committee shall be the first level of governance forum established by the Parties for handling the cooperation between them in respect of various matters.
- 3.11 Strategic Board means the so-called Volvo Polestar Executive Meeting. The Strategic Board shall be the highest level of governance forum established by the Parties for handling the cooperation between them in respect of various matters.
- 3.12 Third Party means a party other than any of the Parties.
- 3.13 Volvo Cars Credits means the "***" Credits, generated by Volvo Cars and, for the MY 21 and MY22 that Volvo Cars will make available.
- 3.14 **Polestar Credits** means the "***" Credits, generated by Polestar branded vehicles, for the MY 21 and MY22 that Polestar will make available.

4. POLESTAR COMPENSATION

- 4.1 Since the Entity's Credits include Polestar's contribution, Volvo Cars and Polestar have agreed that Volvo Cars shall pay a compensation to Polestar for its contribution of "***" Credits (the "**Polestar Compensation**").
- 4.2 The Polestar Compensation will be calculated based on "***" when selling "***" Credits to external parties and the Polestar Share (as defined in Section 4.3 below) thereof.
- 4.3 The calculation of the Polestar Share is based on "***" of "***" Credits from Polestar branded vehicles "***" (***" Credits. The calculation below is showing an estimation of the Polestar Share and the Polestar Compensation for MY 21:

(a) Volvo Cars and Polestar generated credits of "***" credits surplus for MY 21:

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- i. "***"generated by Volvo Cars
- ii. "***"generated by Polestar
- (b) Calculation: Polestar Share "***"USD
- 4.4 The calculation of the Polestar Share is based on "***" of "***" Credits from Polestar branded vehicles "***" Credits. The calculation below is showing an estimation of the Polestar Share and the Polestar Compensation for MY22:
 - (c) Volvo Cars and Polestar generated credits of "***" credits surplus for MY 22:
 - iii. "***"generated by Volvo Cars
 - iv. "***"generated by Polestar
 - (d) Calculation: Polestar "***"USD
- 4.5 The estimated Polestar Share takes into consideration, "***" registered vehicles.

5. CALCULATION AND SETTLEMENT

- 5.1 This section sets out the conditions and process for the calculation of the Volvo Cars Credits and their monetary value as well the calculation of the Polestar Compensation.
- 5.2 Volvo Cars will inform Polestar about the outcome of the final adjustment without undue delay. Any questions or comments Polestar may have on the information received under this section may be brought forward in accordance with the escalation principles in Section 10.1 below.
- 5.3 For the sake of clarity the calculation of the Polestar Share according to Section 4.3 will involve that in the event that "***" should have a deficit in "***" Credits affecting the Entity, Volvo Cars and Polestar will share such deficit according to each Party's pro rata share of the Parties total calculated contribution of "***" Credits for MY21 and MY22.
- 5.3.1 In the event that "***" needs to reimburse Volvo Cars and Polestar due to a "***" Credits deficit, such reimbursement will be shared between the Parties according to each Party's pro rata share of the Party's final calculated contribution of "***" Credits for MY21 and MY22.
- 5.3.2 Volvo Cars is overall responsible of "***" Credits reporting however both Volvo Cars and Polestar will secure reimbursement from "***"jointly with responsibility for their respective share. Volvo Cars will involve Polestar in the ongoing alignment between the

Parties and "***" prior to finalizing the agreement with "***".

- 5.4 Polestar Compensation
- 5.4.1 Volvo Cars will calculate the Polestar Compensation based on the Polestar Share.
- 5.4.2 Volvo Cars shall inform Polestar about the Polestar Compensation within five business days after Volvo Cars has received the compensation for the "***" Credits from the buying entity on its account.

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6. PAYMENT TERMS

- 6.1 Polestar shall invoice the Polestar Compensation to Volvo Cars within "***" days following the date that Volvo Cars has informed Polestar in accordance with Section 5.4.2 above.
- 6.2 All payments shall be made by the respective Party upon receipt of an invoice issued by the other Party.
- 6.3 All invoices issued by Polestar shall be send directly and only to: "***"All invoices and payments shall be made in the currency: "***"
- 6.4 All payments under this Agreement are exclusive of Value Added Tax and should not be considered as subject to Value Added Tax. Polestar shall disclose the transaction by submitting a notification describing the transaction to the Swedish Tax Agency once Polestar has received the first payment.
- 6.5 Any amount invoiced shall be paid without undue delay, however at the latest within "***" days after the invoice date.
- 6.6 Payment made later than the due date will automatically be subject to interest for late payments for each day it is not paid, and the interest shall be based on the "***".

7. AUDIT

- 7.1 Polestar shall have the right to, upon reasonable notice in writing to Volvo Cars, inspect Volvo Cars' books and records related to the Provisional Settlement Amount and the Final Settlement Amount in order to verify the calculations and statements rendered under this Agreement.
- 7.2 Audits shall be made during regular business hours and be conducted by Polestar or by an independent auditor appointed by Polestar. Should Polestar during any inspection find that Volvo Cars did not fulfil the requirements set forth herein, Polestar is entitled to comment on the identified deviations and escalate such issues to the Steering Committee.

8. CONFIDENTIAL INFORMATION

- 8.1 The Parties shall take any and all necessary measures to comply with the security and confidentiality procedures of the other Party.
- 8.2 All Confidential Information shall only be used for the purposes comprised by the fulfilment of this Agreement. Each Party will keep in confidence any Confidential Information obtained in relation to this Agreement and will not divulge the same to any Third Party, unless the exceptions specifically set forth below in this Section 8.2 below apply or when approved by the other Party in writing, and with the exception of their own officers, employees, consultants or sub-contractors with a need to know as to enable such personnel to perform their duties hereunder. This provision will not apply to Confidential Information which the Receiving Party can demonstrate:
 - (a) was in the public domain other than by breach of this undertaking, or by another confidentiality undertaking;

- (b) was already in the possession of the Receiving Party before its receipt from the Disclosing Party;
- (c) is obtained from a Third Party who is free to divulge the same; or
- (d) is required to be disclosed by mandatory law, court order, lawful government action or applicable stock exchange regulations.
- 8.3 The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as the Receiving Parts uses to protect its own Confidential Information of similar nature, to prevent the dissemination to Third Parties or publication of the Confidential Information. Further, each Party shall ensure that its employees and consultants are bound by a similar duty of confidentiality and that any subcontractors taking part in the fulfilment of that Party's obligations hereunder, enters into a confidentiality undertaking containing in essence similar provisions as those set forth in this Section 8.
- 8.4 Any tangible materials that disclose or embody Confidential Information should be marked by the Disclosing Party as "Confidential," "Proprietary" or the substantial equivalent thereof. Confidential Information that is disclosed orally or visually shall be identified by the Disclosing Party as confidential at the time of disclosure, with subsequent confirmation in writing within 30 days after disclosure. However, the lack of marking or subsequent confirmation that the disclosed information shall be regarded as "Confidential", "Proprietary" or the substantial equivalent thereof does not disqualify the disclosed information from being classified as Confidential Information.
- 8.5 If any Party violates any of its obligations described in this Section 8, the violating Party shall, upon notification from the other Party, (i) immediately cease to proceed such harmful violation and take all actions needed to rectify said behaviour and (ii) financially compensate for the harm suffered as determined by an arbitral tribunal pursuant to Section 9 and 10.2 below. All legal remedies (compensatory but not punitive in nature) according to law shall apply.
- 8.6 This confidentiality provision shall survive the expiration or termination of this Agreement without limitation in time.

9. GOVERNING LAW

9.1 This Agreement and all non-contractual obligations in connection with this Agreement shall be governed by the substantive laws of Sweden without giving regard to its conflict of laws principles.

10. DISPUTE RESOLUTION

- 10.1 Escalation principles.
- 10.1.1 In case the Parties cannot agree on a joint solution for handling disagreements or disputes, a deadlock situation shall be deemed to have occurred and each Party shall notify the other Party hereof by the means of a deadlock notice and simultaneously send a copy of the notice to the Steering Committee. Upon the receipt of such a deadlock notice, the receiving Party shall within ten days of receipt, prepare and circulate to the other Party a statement setting out its position on the matter in dispute and reasons for adopting such position, and

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simultaneously send a copy of its statement to the Steering Committee. Each such statement shall be considered by the next regular meeting held by the Steering Committee or in a forum meeting specifically called upon by either Party for the settlement of the issue.

- 10.1.2 The members of the Steering Committee shall use reasonable endeavours to resolve a deadlock situation in good faith. As part thereof, the Steering Committee may request the Parties to in good faith develop and agree on a plan to resolve or address the breach, to be presented for the Steering Committee without undue delay. If the Steering Committee agrees upon a resolution or disposition of the matter, the Parties shall agree in writing on terms of such resolution or disposition and the Parties shall procure that such resolution or disposition is fully and promptly carried into effect.
- 10.1.3 If the Steering Committee cannot settle the deadlock within 30 days from the deadlock notice pursuant to the section above, despite using reasonable endeavours to do so, such

deadlock will be referred to the Strategic Board for decision. If no Steering Committee has been established between the Parties, the relevant issue shall be referred to the Strategic Board. Should the matter not have been resolved by the Strategic Board within 30 days counting from when the matter was referred to them, despite using reasonable endeavours to do so, the matter shall be resolved in accordance with Section 10.2 below.

- 10.1.4 All notices and communications exchanged in the course of a deadlock resolution proceeding shall be considered Confidential Information of each Party and be subject to the confidentiality undertaking in Section 8 above.
- 10.1.5 Notwithstanding the above, the Parties agree that either Party may disregard the time frames set forth in this Section 10.1 and apply shorter time frames and/or escalate an issue directly to the Strategic Board in the event the escalated issue is of an urgent character and where the applicable time frames set out above are not appropriate.
- 10.2 Arbitration.
- 10.2.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, whereas the seat of arbitration shall be Gothenburg, Sweden, the language to be used in the arbitral proceedings shall be English, and the arbitral tribunal shall be composed of three arbitrators.
- 10.2.2 Irrespective of any discussions or disputes between the Parties, each Party shall always continue to fulfil its undertakings under this Agreement unless an arbitral tribunal or court (as the case may be) decides otherwise.
- 10.2.3 In any arbitration proceeding, any legal proceeding to enforce any arbitration award, or any other legal proceedings between the Parties relating to this Agreement, each Party expressly waives the defence of sovereign immunity and any other defence based on the fact or allegation that it is an agency or instrumentality of a sovereign state. Such waiver includes a waiver of any defence of sovereign immunity in respect of enforcement of arbitral awards and/or sovereign immunity from execution over any of its assets.
- 10.2.4 All arbitral proceedings as well as any and all information, documentation and materials in any form disclosed in the proceedings shall be strictly confidential.

11. GENERAL PROVISIONS

11.1 Notices. All notices and other communications under this Agreement will be in writing and in English and must be delivered by personal delivery, email transmission or prepaid overnight courier using an internationally recognized courier service at the following addresses (or at such other address as any Party may provide by notice in accordance with this Section 11.1):

If to Volvo Cars:

Volvo Car Corporation Attention: "***" Dept. 50419, 405 31 Göteborg Sweden Email: "***"

With a copy not constituting notice to:

Volvo Car Corporation Attention: "***" Dept. 50090, SE 405 31 Göteborg, Sweden Email: "***" If to Polestar:

Polestar Performance AB Attention: "***"SE-405 31 Gothenburg, SWEDEN Email: "***" With a copy not constituting notice to:

Polestar Performance AB "***"SE-405 31 Gothenburg, Sweden Email: "***"

All notices and shall be effective upon receipt, which shall be deemed to have occurred:

- (a) at the time and on the date of personal delivery;
- (b) if sent by e-mail, at the time and on the date indicated on a confirmation of receipt relating to such e-mail:

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- (c) at the time and on the date of delivery if delivered by courier as confirmed in the records of such courier service; or
- (d) at such time and date as delivery by personal delivery or courier is refused by the addressee upon presentation,

in each case provided that such receipt occurred on a business day at the location of receipt. A written notice sent by e-mail will be deemed to have been duly given, only if the recipient has confirmed receipt of such e-mail within three business days calculated from the time of sending such e-mail. An automatic e-mail reply shall not be construed as a confirmation hereunder.

11.2 No Third Party Beneficiaries. This Agreement does not confer any benefits on any third party.

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- 11.3 Announcements. Neither Party may make any public statement regarding this Agreement without the other Party's written approval.
- 11.4 Entire agreement. This Agreement states all terms agreed between the Parties and supersedes all other agreements between the Parties relating to its subject matter.
- 11.5 Amendment and Waiver. No amendment of this Agreement will be effective unless it is in writing and signed by both Parties. A waiver of any default is not a waiver of any later default and will not affect the validity of this Agreement.
- 11.6 **Relationship.** The Parties are independent contractors. This Agreement does not create any agency, partnership or joint venture between the Parties.
- 11.7 Assignment. Neither Party may assign any rights or delegate any obligations under these terms without the other Party's written consent.
- 11.8 **Severability.** Unenforceable terms of this Agreement will be modified to reflect the Parties' intention and only to the extent necessary to make them enforceable. The other terms will remain in effect without change.
- 11.9 **Counterparts.** The parties may execute this Agreement in counterparts, including electronic copies, which taken together will constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

This agreement has been signed electronically by both Parties.

VOLVO CAR CORPORATION

POLESTAR PERFORMANCE AB

Ву:	Maria Hemberg	By:Anna Ru	ıdensjö
Printed N	ame:	Printed Name:	
Title:	General Counsel	Title: G	General Counsel
Date:	Jul 6, 2023	Date:J	ul 6, 2023
Ву:	Johan Ekdahl	Ву:	Dennis Nobelius
Printed N	ame:	Printed Name:	
Title:	CFO	Title: C	:00
Date:	Jul 6, 2023	Date:	Jul 6, 2023

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Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

SEMI-CONDUCTOR COST SHARING AGREEMENT

This agreement to govern the extraordinary activities and extra cost to acquire semi-conductors for common components (the "Agreement") is between

Volvo Car Corporation, Reg. No. 556074-3089, a corporation organized and existing under the laws of Sweden ("Volvo Cars"), and

Polestar Performance AB, Reg. No. 556653-3096, a corporation organized and existing under the laws of Sweden ("Polestar").

BACKGROUND

- A. Volvo Cars' Affiliates are currently manufacturing for Polestar the Polestar 2 vehicle and intend in the future to manufacture the Polestar 3 vehicle.
- B. Semi-conductors are the basis for many electronic devices used in cars and are therefore highly required for production of the Parties' vehicles (the "Semi-conductors").
- C. Due to the global shortage of semi-conductors since 2021, extraordinary activities have been initiated by Volvo Cars procurement department to support component suppliers with semi-conductors to be used in both Parties' vehicles to ensure continuous vehicle production.

The Parties recognize that:

- In [***] a task force has been established within Volvo Car's procurement department to acquire semi-conductors outside the normal procurement process for Volvo and Polestar branded vehicles.
- II. The extraordinary activities include [***] (the "Extraordinary Activities").
- III. The Parties acknowledge that the Extraordinary Activities have since [***] and will going forward from time-to-time, resulted in extra costs (the "Extra Costs") for which each Party shall pay its share based on 'fair share' principle (the "Fair Share").
- IV. The Parties expect the global shortage of Semi-conductors to continue throughout [***].
- D. Under normal circumstances the price for Semi-conductors is included in the piece price of the Common Component and as such included in the transfer price of the Polestar vehicles that Volvo Cars manufactures for Polestar. However, due to the shortage, the Extra Cost for the Extraordinary Activities has not be included in the piece price but shall instead paid as lump by Polestar to Volvo Cars under the terms of this Agreement.

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Agreement No.: PS23-089

E. This Agreement sets out the terms and conditions for how Extra Cost shall be shared as a result of the Extraordinary Activities to acquire Semi-conductors for Common Components used in the Parties' vehicles, including payment terms and the governance related hereto.

AGREEMENT

1. DEFINITIONS

1.1 The following terms shall have the meanings assigned to them below. All capitalized terms in singular in the list of definitions shall have the same meaning in plural and vice versa. Any capitalized terms used, but not specifically defined below in this Section 1, shall have the meaning ascribed to them in this Document.

- 1.2 Front page definitions. The terms Agreement, Volvo Cars, Polestar, Semi-conductor, Extraordinary Activities and Extra Cost shall have the meaning shall have the meaning as set out in Background of this Agreement.
- 1.3 **"Affiliate**" means any other legal entity that, directly or indirectly, is controlled by Volvo Car Corporation or Polestar Automotive Holding UK PLC; and control means the possession, directly or indirectly, by agreement or otherwise, of (i) at least 50% of the voting stock, partnership interest or other ownership interest, or (ii) the power (a) to appoint or remove a majority of the board of directors or other governing body of an entity, or (b) to cause the direction of the management of an entity.
- 1.4 "Common Component" mean same component used in Polestar's and Volvo Cars' vehicles containing one or more Semi-conductors for which Extraordinary Activities can be initiated.
- 1.5 **"Confidential Information**" means any and all non-public information regarding the Parties and their respective businesses, whether commercial or technical, in whatever form or media, including but not limited to the existence, content and subject matter of this Agreement and the substance of all negotiations in connection with it that a Party learns from or about the other Party prior to or after the execution of this Agreement.
- 1.6 **"Disclosing Party**" means the Party disclosing Confidential Information to the Receiving Party.
- 1.7 **"Fair Share**" means the principle that each Party shall pay for its share of the Extra Cost for Semi-conductor(s) acquired through Extraordinary Activities according to what is further outlined in Appendix 1.
- 1.8 "Parties" means Volvo Cars and Polestar and Party means either Volvo Cars or Polestar.
- 1.9 "Receiving Party" means the Party receiving Confidential Information from the Disclosing Party.
- 1.10 **"Steering Committee"** means the first level of governance established by the Parties for handling the cooperation between them in respect of various matters.

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Agreement No.: PS23-089

- 1.11 **"Strategic Board"** means the so-called Volvo Polestar Executive Meeting. The Strategic Board shall be the highest level of governance forum established by the Parties for handling the cooperation between them in respect of various matters.
- 1.12 "Third Party" means a party other than any of the Parties and/or an Affiliate of one of the Parties to this Agreement.

2. SCOPE

- 2.1 For the avoidance of doubt the ordinary procurement activities related to component purchase in connection with manufacturing of Polestar's vehicles continue as agreed between the Parties in separate agreements. Thus, the cost for Common Components containing Semi-conductors procured under the ordinary procurement process will still be included in the piece price and is excluded from the scope of this Agreement.
- 2.2 This Agreement only governs the situations where Extraordinary Activities have been performed and as a result Extra Cost is added on top of the piece price which shall be handled as separate payments between the Parties as the Extra Cost has been paid by Volvo Cars as lump sums, either to brokers or to the component suppliers.
- 2.3 In the event Extraordinary Activities are applied for additional Common Components other than Semi-conductors, the Parties agree that the same terms and conditions shall apply as set out in this Agreement.

3. EXTRAORDINARY ACTIVITIES DURING [***]

- 3.1 The Parties agree that during [***] Extraordinary Activities have been carried by Volvo Cars' procurement team to acquire Semi-conductors for Common Parts. As the Extra Cost for these Extraordinary Activities have been paid by Volvo Cars [***], Polestar shall pay to Volvo Cars Polestar's Fair Share of the Extra Cost which amount to [***] as further set forth in Appendix 1 of this Agreement, which shall constitute the sole and only Extra Cost (including any and all rights, claims and compensations, accrued or contingent, actual or potential in connection therewith) payable by Polestar to Volvo Cars for the period of [***] under this Agreement. Any additional Extra Cost for periods in addition to the [***] shall be handled by separately.
- 3.2 Volvo Cars shall, upon signing by both Parties of this Agreement, issue an invoice to Relactor in the amount set forth in Section 2.1 above

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4. PAYMENT

- 4.1 The invoice and payment shall be made in the currency: SEK.
- 4.2 Volvo Cars is responsible for charging and declaring sales tax/VAT or other taxes as follow from applicable law. Any applicable sales tax/VAT on the agreed price will be included in the invoices and paid by Polestar. All amounts referred to in this Agreement are exclusive of VAT.
- 4.3 Polestar shall pay the invoiced to Volvo Cars amount no later than 31 December 2023.
- 4.4 Payment made later than the due date will automatically be subject to interest for late payments for each day it is not paid, and the interest shall be based on [***].

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Agreement No.: PS23-089

5. GOVERNANCE

- 5.1 The governance and co-operation between the Parties in respect of this Agreement shall primarily be administered on an operational level. The specific details for the operational governance related to the financial review of the Extra Cost is set out in Appendix 1. In the event the Parties on an operational level cannot agree upon aspects relating to the co-operation between the Parties, each Party shall be entitled to escalate such issue to the Steering Committee.
- 5.2 The first level of governance forum for handling the co-operation between the Parties in various matters, handling management, prioritisation of development activities etc. under the Agreement shall be the **"Steering Committee"**, which regarding cooperation between Volvo Cars and Polestar is the so-called Engineering & Operations Steering Committee. The Steering Committee shall be the first level of governance forum established by the Parties for handling the cooperation between them in respect of various matters.
- 5.3 The higher level of governance forum, to which an issue shall be escalated if the Steering Committee fails to agree upon a solution shall be the "**Strategic Board**", which regarding cooperation between Volvo Cars and Polestar is the so-called Volvo Polestar Executive Meeting. The Strategic Board shall be the highest level of governance forum established by the Parties for handling the cooperation between them in respect of various matters.
- 5.4 If the Steering Committee fails to agree upon a solution of the disagreement the relevant issue should be escalated to the Strategic Board for decision.

6. CONFIDENTIAL INFORMATION

- 6.1 The Parties shall take any and all necessary measures to comply with the security and confidentiality procedures of the other Party.
- 6.2 All Confidential Information shall only be used for the purposes comprised by the fulfilment of this Agreement. Each Party will keep in confidence any Confidential Information obtained in relation to this Agreement and will not divulge the same to any Third Party, unless the exceptions specifically set forth below in this Section 7.2 below apply or when approved by the other Party in writing, and with the exception of their own officers, employees, consultants or sub-contractors with a need to know as to enable such personnel to perform their duties hereunder. This provision will not apply to Confidential Information which the Receiving Party can demonstrate:
 - (a) was in the public domain other than by breach of this undertaking, or by another confidentiality undertaking;
 - (b) was already in the possession of the Receiving Party before its receipt from the Disclosing Party;
 - (c) is obtained from a Third Party who is free to divulge the same; or
 - (d) is required to be disclosed by mandatory law, court order, lawful government action or applicable stock exchange regulations.
- 6.3 The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as the Receiving Parts uses to protect its own Confidential Information of similar nature, to prevent the dissemination to Third Parties or publication of the Confidential Information. Further, each Party shall

ensure that its employees and consultants are bound by a similar duty of confidentiality and that any subcontractors taking part in the fulfilment of that Party's obligations hereunder, enters into a confidentiality undertaking containing in essence similar provisions as those set forth in this Section 6.

- 6.4 Any tangible materials that disclose or embody Confidential Information should be marked by the Disclosing Party as "Confidential," "Proprietary" or the substantial equivalent thereof. Confidential Information that is disclosed orally or visually shall be identified by the Disclosing Party as confidential at the time of disclosure, with subsequent confirmation in writing within 30 days after disclosure. However, the lack of marking or subsequent confirmation that the disclosed information shall be regarded as "Confidential", "Proprietary" or the substantial equivalent thereof does not disqualify the disclosed information from being classified as Confidential Information.
- 6.5 If any Party violates any of its obligations described in this Section 6, the violating Party shall, upon notification from the other Party, (i) immediately cease to proceed such harmful violation and take all actions needed to rectify said behavior and (ii) financially compensate for the harm suffered as determined by an arbitral tribunal pursuant to Section 9.2 below. All legal remedies (compensatory but not punitive in nature) according to law shall apply.
- 6.6 This confidentiality provision shall survive the expiration or termination of this Agreement without limitation in time.

7. TERM AND TERMINATION

7.1 This Agreement shall become effective on 1 January 2022 and shall remain in force until 31. December 2023.

8. GOVERNING LAW

8.1 This Agreement and all non-contractual obligations in connection with this Agreement shall be governed by the substantive laws of Sweden without giving regard to its conflict of laws principles.

9. DISPUTE RESOLUTION

- 9.1 Escalation principles.
- 9.1.1 In case the Parties cannot agree on a joint solution for handling disagreements or disputes, a deadlock situation shall be deemed to have occurred and each Party shall notify the other Party hereof by the means of a deadlock notice and simultaneously send a copy of the notice to the Steering Committee. Upon the receipt of such a deadlock notice, the receiving Party shall within ten days of receipt, prepare and circulate to the other Party a statement setting out its position on the matter in dispute and reasons for adopting such position, and simultaneously send a copy of its statement to the Steering Committee. Each such statement shall be considered by the next regular meeting held by the Steering Committee or in a forum meeting specifically called upon by either Party for the settlement of the issue.
- 9.1.2 The members of the Steering Committee shall use reasonable endeavours to resolve a deadlock situation in good faith. As part thereof, the Steering Committee may request the

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Parties to in good faith develop and agree on a plan to resolve or address the breach, to be presented for the Steering Committee without undue delay. If the Steering Committee agrees upon a resolution or disposition of the matter, the Parties shall agree in writing on terms of such resolution or disposition and the Parties shall procure that such resolution or disposition is fully and promptly carried into effect.

9.1.3 If the Steering Committee cannot settle the deadlock within 30 days from the deadlock notice pursuant to the section above, despite using reasonable endeavours to do so, such deadlock will be referred to the Strategic Board for decision. If no Steering Committee has been established between the Parties, the relevant issue shall be referred to the Strategic Board. Should the matter not have been resolved by the Strategic Board within 30 days counting from when the matter was referred to them, despite using reasonable endeavours to do so, the matter shall be resolved in accordance with Section 9.2 below.

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- 9.1.4 All notices and communications exchanged in the course of a deadlock resolution proceeding shall be considered Confidential Information of each Party and be subject to the confidentiality undertaking in Section 6 above.
- 9.1.5 Notwithstanding the above, the Parties agree that either Party may disregard the time frames set forth in this Section 9.1 and apply shorter time frames and/or escalate an issue directly to the Strategic Board in the event the escalated issue is of an urgent character and where the applicable time frames set out above are not appropriate.
- 9.2 Arbitration.
- 9.2.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, whereas the seat of arbitration shall be Gothenburg, Sweden, the language to be used in the arbitral proceedings shall be English, and the arbitral tribunal shall be composed of three arbitrators.
- 9.2.2 Irrespective of any discussions or disputes between the Parties, each Party shall always continue to fulfil its undertakings under this Agreement unless an arbitral tribunal or court (as the case may be) decides otherwise.
- 9.2.3 In any arbitration proceeding, any legal proceeding to enforce any arbitration award, or any other legal proceedings between the Parties relating to this Agreement, each Party expressly waives the defence of sovereign immunity and any other defence based on the fact or allegation that it is an agency or instrumentality of a sovereign state. Such waiver includes a waiver of any defence of sovereign immunity in respect of enforcement of arbitral awards and/or sovereign immunity from execution over any of its assets.
- 9.2.4 All arbitral proceedings as well as any and all information, documentation and materials in any form disclosed in the proceedings shall be strictly confidential.

10. GENERAL PROVISIONS

10.1 **Notices.** All notices and other communications under this Agreement will be in writing and in English and must be delivered by personal delivery, email transmission or prepaid overnight courier using an internationally recognized courier service at the following

Agreement No.: PS23-089

addresses (or at such other address as any Party may provide by notice in accordance with this Section 10.1):

a. To Volvo Cars:

Volvo Car Corporation Attention: <u>!***</u>] 50419 Related Party VAK HC2N SE-405 31 Göteborg, Sweden Email: <u>[***]</u>

With a copy not constituting notice to:

Volvo Car Corporation Attention: General Counsel 50090 Group Legal and Corporate Governance VAK HB3S 405 31 Gothenburg, Sweden Email: <u>1***1</u>

b. To Polestar:

Polestar Performance AB

Attention: [***] Assar Gabrielssons Väg 9 SE-405 31 Gothenburg, SWEDEN Email: [***]

With a copy not constituting notice to:

Polestar Performance AB

Legal Department Assar Gabrielssons Väg 9 SE-405 31 Gothenburg, SWEDEN Email: <u>1***1</u>

All notices and shall be effective upon receipt, which shall be deemed to have occurred:

- (a) at the time and on the date of personal delivery;
- (b) if sent by e-mail, at the time and on the date indicated on a confirmation of receipt relating to such e-mail;
- (c) at the time and on the date of delivery if delivered by courier as confirmed in the records of such courier service; or
- (d) at such time and date as delivery by personal delivery or courier is refused by the addressee upon presentation,

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Agreement No.: PS23-089

in each case provided that such receipt occurred on a business day at the location of receipt. A written notice sent by e-mail will be deemed to have been duly given, only if the recipient has confirmed receipt of such e-mail within three business days calculated from the time of sending such e-mail. An automatic e-mail reply shall not be construed as a confirmation hereunder.

- 10.2 **No Third Party Beneficiaries.** This Agreement does not confer any benefits on any third party.
- 10.3 **Announcements.** Neither Party may make any public statement regarding this Agreement without the other Party's written approval.
- 10.4 **Entire agreement.** This Agreement states all terms agreed between the Parties and supersedes all other agreements between the Parties relating to its subject matter.
- 10.5 **Amendment and Waiver.** No amendment of this Agreement will be effective unless it is in writing and signed by both Parties. A waiver of any default is not a waiver of any later default and will not affect the validity of this Agreement.
- 10.6 **Relationship.** The Parties are independent contractors. This Agreement does not create any agency, partnership or joint venture between the Parties.
- 10.7 **Assignment.** Neither Party may assign any rights or delegate any obligations under these terms without the other Party's written consent.
- 10.8 Severability. Unenforceable terms of this Agreement will be modified to reflect the Parties' intention and only to the extent necessary to make them enforceable. The other terms will remain in effect without change.
- 10.9 **Counterparts.** The parties may execute this Agreement in counterparts, including electronic copies, which taken together will constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

Agreement No.: PS23-089

VOLVO CAR CORPORATION AB	POLESTAR PERFORMANCE AB
By: <u>Maria Hemberg</u>	By: <u>Jonas Engström</u>
Printed Name:	Printed Name:
Title: General Counsel	Title: Head of Operations
Date: <u>6 September 2023</u>	Date: 7 September 2023
By:Johan Ekdahl	By: Johan Malmqvist
Printed Name:	Printed Name:
Title: <u>CFO</u>	Title: CFO
Date: 7 September 2023	Date: <u>13 September 2023</u>

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PS23-089

SEMI-CONDUCTOR COST SHARING AGREEMENT APPENDIX 1

1. GENERAL

This Appendix 1 is a part of the Agreement executed between Volvo Cars and Polestar and sets out Polestar's Fair Share of the Extra Cost of already performed Extraordinary Activities during [***] as well as the governance related to future Extra Cost.

The Fair Share calculation is based on the Parties' total number of vehicles in which the Common Component is used, containing the Semi-conductors acquired through Extraordinary Activities. The vehicle volume for each Party is calculated based on the latest approved version of the Program Plan (PGM). From I***1 the vehicle volume calculation included Volvo Car's vehicles on I***1and Polestar's

[***]. For future vehicle volume calculations additional vehicles shall be added, if such additional vehicles contain Common Components with Semi-conductors acquired through Extraordinary Activities resulting in an Extra Cost.

2. POLESTAR'S FAIR SHARE OF EXTRA COST [***]

During [***] Extraordinary Activities have been carried by Volvo Cars' procurement team to acquire Semi-conductors for Common Parts. As the Extra Cost for these Extraordinary Activities have been paid by Volvo Cars the Parties have agreed that Polestar shall pay its Fair Share for this period as set out below.

[***]

3. OPERATIONAL LEVEL GOVERNANCE AND FINANCIAL FOLLOW UP

The governance and co-operation between the Parties in respect of this Agreement shall primarily be administered on an operational level.

On an operational governance level, Volvo Cars acknowledges Polestar's need and right to be informed of the financial consequences of the Extraordinary Activities to acquire Semi-conductors for its vehicles. Therefore, a new forum has been established, the so-called *Polestar – Volvo Finance Procurement Meeting*, where Extra Cost for Semi-conductors due to Extraordinary Activities will be presented by Volvo Cars to Polestar.

In the event the Parties agree to initiate additional Extraordinary Activities to acquire Semiconductors, or if Extraordinary Activities are initiated for new Common Components, the Extra Cost related hereto shall be included in the information provided in the *Polestar – Volvo Finance Procurement Meeting* as well.

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Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

AMENDMENT AGREEMENT NO. 2

This Amendment Agreement No. 2 to the Polestar 2 Model Year Program License, License Assignment and Service Agreement ("Amendment") is between Volvo Car Corporation, Reg. No. 556074-3089, a corporation organized and existing under the laws of Sweden ("Volvo Cars") Polestar Automotive China Distribution Co. Ltd., Reg No 91510112MA6D05KT88 ("Polestar").

Each of Volvo Cars and Polestar is hereinafter referred to as a "Party" and jointly as the "Parties".

BACKGROUND

- The Parties have entered into a Polestar 2 Model Year Program License, License Assignment and Service agreement (PS21-008) dated 13 April 2021, which was amended on 27 December 2022, Amendment Agreement NO. 1 (PS22-013), (the "Agreement").
- B. The Parties now wish to amend the Agreement with this Amendment Agreement NO. 2 to the extent set out below.
- C. Now, therefore, the Parties agree as follows:

1. SCOPE OF AMENDMENT

- 1.1 The Agreement will be deemed amended to the extent herein provided and will, except as specifically amended, continue in full force and effect in accordance with its original terms. In case of any discrepancy between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall prevail. Any definitions used in this Amendment shall, unless otherwise is stated herein, have the respective meanings set forth in the Agreement.
- 1.2 The amendments to the provisions in the Agreement as stated in Section 2 below, such provisions highlighted for ease of reference in bold italics, shall come into force on the date this Amendment is signed by the last Party to sign it (as indicated by the date associated with that Party's signature).

2. AMENDMENTS

2.1 **Appendix 2 to the Agreement** shall be replaced in its entirety by Appendix 2 attached to this Amendment.

3. GENERAL PROVISIONS

3.1 This Amendment is and should be regarded and interpreted as an amendment to the Agreement. The validity of this Amendment is therefore dependent upon the validity of the Agreement.

Amendment Agreement Template v20190325

PS23-093

- 3.2 No amendment of this Amendment will be effective unless it is in writing and signed by both Parties. A waiver of any default is not a waiver of any later default and will not affect the validity of this Amendment.
- 3.3 Sections 17 and 18 of the Agreement shall apply to this Amendment as well.
- 3.4 The Parties may execute this Amendment in counterparts, including electronic copies, which taken together will constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

PS23-093

VOLVO CAR CORPORATION

POLESTAR AUTOMOTIVE CHINA DISTRIBUTION CO LTD

By: <u>/s/Maria Hemberg</u>	By: <u>/s/Yaru Li</u>
Printed Name: Maria Hemberg	Printed Name: Yaru Li
Title: General Counsel	Title: Authorized Signatory
Date: 2023-10-03	Date: Sep 28. 2023
By: /s/Johan Ekdahl	Ву:
Printed Name: Johan Ekdahl	Printed Name:
Title: CFO	Title:
Date: 2023-10-03	Date:

PS23-093

APPENDIX 2 FEE

1. GENERAL

1.1 This appendix determines the Fee for the deliveries under this Agreement.

1.2 Any capitalised terms used but not specifically defined in this Appendix shall have the meanings set out for such terms in the License and Service Agreement. In addition, the capitalised terms set out below shall for the purpose of this Appendix have the meaning described herein. All capitalised terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

2. FEE

2.1 [***]

3. PAYMENT TERMS

3-1 [***]_____

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

AMENDMENT AGREEMENT NO 1 to PS23-072

This Amendment Agreement 1 to the Restatement Car Model Agreement ("Amendment") is between Volvo Car Corporation, Reg. No. 556074-3089, a limited liability company incorporated under the laws of Sweden ("Volvo Cars"); and Polestar Automotive China Distribution Co. LTD., Reg. No. 91510112MA6D05KT88, a limited liability company incorporated under the laws of People's Republic of China ("Polestar").

Each of Volvo Cars and Polestar is hereinafter referred to as a "Party" and jointly as the "Parties".

BACKGROUND

- A. The Parties have entered into a Restated Framework Agreement (PS23-071) on 1 June 2023 (the "Framework Agreement") and a Restatement Car Model and License Agreement (PS23-072) Agreement on 1. June 2023 (the "Agreement").
- B. The Parties now wish to amend the Agreement to the extent set out below.
- C. Now, therefore, the Parties agree as follows:

1. SCOPE OF AMENDMENT

- 1.1 The Agreement will be deemed amended to the extent herein provided and will, except as specifically amended, continue in full force and effect in accordance with its original terms. In case of any discrepancy between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall prevail. Any definitions used in this Amendment shall, unless otherwise is stated herein, have the respective meanings set forth in the Agreement.
- 1.2 The amendments to the provisions in the Agreement as stated in Section 2 below, such provisions highlighted for ease of reference in bold italics, shall come into force on 1. June 2023.

2. AMENDMENTS

2.1 **Appendix 3 to the Agreement** shall be replaced in its entirety by a new Appendix 3 as attached to this Amendment.

3. GENERAL PROVISIONS

3.1 This Amendment is and should be regarded and interpreted as an amendment to the Agreement. The validity of this Amendment is therefore dependent upon the validity of the Agreement.

Amendment Agreement Template v20190325

PS23-094

- 3.2 No amendment of this Amendment will be effective unless it is in writing and signed by both Parties. A waiver of any default is not a waiver of any later default and will not affect the validity of this Amendment.
- 3.3 Sections 17 and 18 of the Framework Agreement shall apply to this Amendment as well.
- 3.4 This Agreement has been signed in two (2) originals, of which the parties have received one (1) each. The Parties may execute this Agreement in counterparts, which taken together will constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

PS23-094

VOLVO CAR CORPORATION

POLESTAR AUTOMOTIVE CHINA DISTRIBUTION CO. LTD

By: <u>/s/Maria Hemberg</u>	By: <u>/s/ Yaru Li</u>
Printed Name: Maria Hemberg	Printed Name: Yaru Li
Title: General Counsel	Title: Authorized Signatory
Date: 2023.10.03	Date:
By: <u>/s/Johan Ekdahl</u>	Ву:
Printed Name: Johan Ekdahl	Printed Name:
Title: <u>CFO</u>	Title:
Date: 2023.10.03	Date:

LEGAL#16990120v1

FEE FOR VOLVO TECHNOLOGY

2.1 [***]

1.1 [***] DEVELOPMENT COST

1.

2.

FEE

APPENDIX 3

PS23-094

Amendment Agreement Template v20190325

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

AMENDMENT AGREEMENT NO 1 SEMI-CONDUCTOR COST SHARING AGREEMENT

This Amendment Agreement No. 1 to the Semi-conductor Cost Sharing Agreement (PS23-089) ("Amendment") is between

Volvo Car Corporation, Reg. No. 556074-3089, a corporation organized and existing under the laws of Sweden ("Volvo Cars"), and

Polestar Performance AB, Reg. No. 556653-3096, a corporation organized and existing under the laws of Sweden ("Polestar").

Each of Volvo Cars and Polestar is hereinafter referred to as a "Party" and jointly as the "Parties".

BACKGROUND

- A. The Parties have entered into a Semi-conductor Cost Sharing Agreement (PS23-089) on 13 September 2023 (the "Agreement").
- B. The Parties now wish to amend the Agreement to the extent set out below.
- C. Now, therefore, the Parties agree as follows:

1. SCOPE OF AMENDMENT

- 1.1 The Agreement will be deemed amended to the extent herein provided and will, except as specifically amended, continue in full force and effect in accordance with its original terms. In case of any discrepancy between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall prevail. Any definitions used in this Amendment shall, unless otherwise is stated herein, have the respective meanings set forth in the Agreement.
- 1.2 The amendments to the provisions in the Agreement as stated in Section 2 below, such provisions highlighted for ease of reference in bold italics, shall come into force the date this Amendment is signed by the last Party to sign it (as indicated by the date associated with that Party's signature).

2. AMENDMENTS

2.1 Section 3 of the Agreement shall be replaced in its entirety as follows:

3. Extraordinary Activities

Amendment Agreement Template v20190325

Agreement no: PS23-099

3.1. The Parties agree that Extraordinary Activities have been carried out by Volvo Cars' procurement team since [***] to acquire Semi-conductors for Common Parts. As the Extra Cost for these Extraordinary Activities have been paid by Volvo Cars [***], Polestar shall pay to Volvo Cars Polestar's Fair Share of the Extra Cost as further set forth in Appendix 1 of this Agreement, which shall constitute the sole and only Extra Cost (including any and all rights, claims and compensations, accrued or contingent, actual or potential in connection therewith) payable by Polestar to Volvo Cars under this Agreement.

2.2 Section 4.3 of the Agreement shall be replaced in its entirety as follows:

Invocing and payment terms:

• For the period [***] Volvo has issued an invoice upon the signing of the Agreement and Polestar shall pay the invoiced Extra Cost to Volvo Cars no later than 31 Decmber 2023.

- For Extra Cost for the period [***] Volvo will issue an invoice upon the signing of this Amendment and Polestar shall pay the invoiced Extra Cost to Volvo Cars within [***] after the invoice date.
- For Extra Cost incurred as of [***] Volvo will invoice semi-annualy in arrers, e.g. the invoice for the period [***] will be issued in January 2024 and Polestar shall pay Volvo Cars within [***] after the invoice date.
- 2.3 Section 7.1 of the Agreement shall be replaced in its entirety as follows:

This Agreement shall become effective on 1 January 2022 and shall remain in force until 31 December 2024

2.4 **Appendix 1 to the Agreement** shall be replaced in its entirety by Appendix 1 attached to this Amendment.

3. GENERAL PROVISIONS

- 3.1 This Amendment is and should be regarded and interpreted as an amendment to the Agreement. The validity of this Amendment is therefore dependent upon the validity of the Agreement.
- 3.2 No amendment of this Amendment will be effective unless it is in writing and signed by both Parties. A waiver of any default is not a waiver of any later default and will not affect the validity of this Amendment.
- 3.3 Sections 8 and 9 of the Agreement shall apply to this Amendment as well.

[SIGNATURE PAGE FOLLOWS]

Amendment Agreement Template v20190325

Agreement no: PS23-099

This Amendment Agreement has been signed electronically by the Parties.

VOLVO CAR CORPORATION

By: Maria Hemberg

Title: General Counsel

Date: 14 October 2023

Printed Name: ____

POLESTAR PERFORMANCE AB

By: Jonas Engström

Printed Name: _____

Title: Head of Operations

Date: 16 October 2023

By: Johan Ekdahl	_By:Anna Rudensjö
Printed Name:	Printed Name:
Title: <u>CFO</u>	Title: General Counsel
Date: 15 October 2023	Date:27 October 2023

Agreement No: PS23-099

SEMI-CONDUCTOR COST SHARING AGREEMENT APPENDIX 1

1. GENERAL

This Appendix 1 is a part of the Agreement executed between Volvo Cars and Polestar and sets out Polestar's Fair Share of the Extra Cost of performed Extraordinary Activities during [***] and for [***] as well as the governance related to future Extra Cost.

The Fair Share calculation is based on the Parties' total number of vehicles in which the Common Component is used, containing the Semi-conductors acquired through Extraordinary Activities. The vehicle volume for each Party is calculated based on the latest approved version of the Program Plan (PGM). For [***] the vehicle volume calculation includes Volvo Car's vehicles on [***] and Polestar's [***]. For future vehicle volume calculations additional vehicles shall be added, if such additional vehicles contain Common Components with Semi-conductors acquired through Extraordinary Activities resulting in an Extra Cost.

2. POLESTAR'S FAIR SHARE OF EXTRA COST FROM [***]

During [***] Extraordinary Activities have been carried by Volvo Cars' procurement team to acquire Semi-conductors for Common Parts. As the Extra Cost for these Extraordinary Activities have been paid by Volvo Cars the Parties have agreed that Polestar shall pay its Fair Share for this period as set out below.

[***]

3. POLESTAR'S FAIR SHARE OF EXTRA COST IN [***] AND ONWARDS

During [***]Extraordinary Activities have been carried by Volvo Cars' procurement team to acquire Semi-conductors for Common Parts. As the Extra Cost for these Extraordinary Activities have been paid by Volvo Cars the Parties have agreed that Polestar shall pay its Fair Share for this period as set out below.

If Extra Costs will occur as a result of Extraordinary Activities as of [***], such Extra Costs shall be agreed upon between the Parties in the *Polestar – Volvo Finance Procurement Meeting* and invoiced according to this Agreement.

[***]

4. OPERATIONAL LEVEL GOVERNANCE AND FINANCIAL FOLLOW UP

The governance and co-operation between the Parties in respect of this Agreement shall primarily be administered on an operational level.

On an operational governance level, Volvo Cars acknowledges Polestar's need and right to be informed of the financial consequences of the Extraordinary Activities to acquire Semi-conductors for

its vehicles. Therefore, a new forum has been established, the so-called *Polestar – Volvo Finance Procurement Meeting*, where Extra Cost for Semi-conductors due to Extraordinary Activities will be presented by Volvo Cars to Polestar.

In the event the Parties agree to initiate additional Extraordinary Activities to acquire Semiconductors, or if Extraordinary Activities are initiated for new Common Components, the Extra Cost related hereto shall be included in the information provided in the *Polestar – Volvo Finance Procurement Meeting* as well.

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

AMENDMENT AGREEMENT NO. 1

This Amendment Agreement No.1 to the "Framework service agreement for General Aftermarket Services" ("Amendment") is between

Volvo Car Corporation, Reg. No. 556074-3089, a corporation organized and existing under the laws of Sweden ("Service Provider"), and

Polestar Performance AB, Reg. No. 556653-3096, a corporation organized and existing under the laws of Sweden ("Purchaser").

Each of Service Provider and Purchaser is hereinafter referred to as a "Party" and jointly as the "Parties".

BACKGROUND

- A. The Parties have entered into a Framework service agreement for General Aftermarket Services (agreement No. PS20-066) on 23 December 2022 (the "**Agreement**").
- B. The Parties now wish to amend the Agreement to the extent set out below.
- C. Now, therefore, the Parties agree as follows:

1. SCOPE OF AMENDMENT

- 1.1 The Agreement will be deemed amended to the extent herein provided and will, except as specifically amended, continue in full force and effect in accordance with its original terms. In case of any discrepancy between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall prevail. Any definitions used in this Amendment shall, unless otherwise is stated herein, have the respective meanings set forth in the Agreement.
- 1.2 The amendments to the provisions in the Agreement as stated in Section 2 below, such provisions highlighted for ease of reference in bold italics, shall come into force on the date this Amendment is signed by the last Party to sign it (as indicated by the date associated with that Party's signature).

2. AMENDMENTS

2.1 Section 14.1 in Appendix 1 of the Agreement shall be amended and restated in its entirety as follows:

"This Service Agreement shall become effective on 1 January 2021 and shall, unless terminated in accordance with this Section 14 below, remain in force until 31 December 2025."

Amendment Agreement Template v20190325

Agreement No.: PS23-103

3. GENERAL PROVISIONS

- 3.1 This Amendment is and should be regarded and interpreted as an amendment to the Agreement. The validity of this Amendment is therefore dependent upon the validity of the Agreement.
- 3.2 No amendment of this Amendment will be effective unless it is in writing and signed by both Parties. A waiver of any default is not a waiver of any later default and will not affect the validity of this Amendment.
- 3.3 Sections 16 and 17 in Appendix 1 of the Agreement shall apply to this Amendment as well.

Agreement No.: PS23-103

This Amendment has been signed electronically by both Parties.

 VOLVO CAR CORPORATION
 POLESTAR PERFORMANCE AB

 December 20, 2023
 December 27, 2023

 By:
 Maria Hemberg
 By:

 Anna Rudensjö
 Title:

 General Counsel
 Title:

 December 21, 2023
 December 27, 2023

 By:
 Johan Ekdahl
 By:

 Title:
 CFO
 Title:

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

AMENDMENT NO. 3 TO THE REGISTRATION RIGHTS AGREEMENT

This AMENDMENT NO. 3 TO THE REGISTRATION RIGHTS AGREEMENT (this "Amendment No. 3"), dated as of April 26, 2023, is made by and among (a) Polestar Automotive Holding UK PLC, a public limited company organized under the laws of England and Wales (the "Company"), (b) Zibo High-Tech Industrial Investment Co., Ltd., Zibo Financial Holding Group Co., Ltd, Chongqing Liangjiang (重庆承星股权投资基金合伙企业(有限合伙)), Northpole GLY 1 LP, GLY New Mobility 1. LP, SNITA Holding B.V. ("Snita"), PSD Investment Limited (collectively, the "Parent Holders") and (c) Gores Guggenheim Sponsor LLC, a Delaware limited liability company (the "Sponsor"), Randall Bort, Elizabeth Marcellino and Nancy Tellem (collectively, the "Gores Holders," and together with the Company, Zibo High-Tech Industrial Investment Co., Ltd., Zibo Financial Holding Group Co., Ltd, Chongqing Liangjiang (重庆承星股权投资基金合伙企业(有限合伙)), Northpole GLY 1 LP, GLY New Mobility 1. LP, Snita, Parent Holders and Sponsor, the "RRA Parties") and amends that certain Registration Rights Agreement, dated as of September 27, 2021, by and among the RRA Parties, as amended by that certain Amendment No. 1 to the Registration Rights Agreement, dated December 17, 2021, by and among the RRA Parties ("Amendment No. 1") and that certain Amendment No. 2 to the Registration Rights Agreement, dated as of March 24, 2022, by and among the RRA Parties ("Amendment No. 2," and such Registration Rights Agreement as amended, the "Registration Rights Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in that certain Business Combination Agreement, dated as of September 27, 2021, by and among Gores Guggenheim, Inc., a Delaware corporation, Polestar Automotive (Singapore) Pte. Ltd., a private company limited by shares in Singapore and Polestar Holding AB, a private limited company incorporated under the laws of Sweden, the Company and PAH UK Merger Sub Inc., a Delaware corporation, as amended from time to time.

RECITALS

WHEREAS, the RRA Parties entered into the Registration Rights Agreement on September 27, 2021, Amendment No. 1 on December 17, 2021 and Amendment No. 2 on March 24, 2022;

WHEREAS, the Company, as borrower, and Snita, as original lender and agent, entered into the credit agreement in relation to a USD 800,000,000 term loan facility (the "Facility Agreement");

WHEREAS, as provided for in the Facility Agreement, Snita has the option to convert all or part of any loan outstanding under the Facility Agreement, into shares of Polestar in connection with a QEO (as defined in the Facility Agreement) at the QEO Conversion Price (as defined in the Facility Agreement) (such shares, the "<u>Conversion Shares</u>");

WHEREAS, pursuant to the Facility Agreement, the Company has agreed to include any Conversion Shares into the definition of Registrable Securities of the Registration Rights Agreement;

WHEREAS, pursuant to the sale and purchase agreement between Snita and PSINV AB ("PSINV") dated November 22, 2022, PSINV transferred all its shares in Polestar Automotive Holding Limited ("PSHK") to Snita and following the execution of the Assignment and Assumption Agreement, PSHK and PSINV no longer (i) hold or have the right to receive any shares in the Company, or (ii) need to be a party to this Agreement; and

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- 1. The Amendments.
 - (a) Section 1.1 of the Registration Rights Agreement is hereby amended to restate the definitions of "<u>Registrable Security</u>" and "<u>Permitted Transferees</u>" in their entirety as follows:

"<u>Permitted Transferees</u>"; has the meaning given to it in <u>Section</u> <u>2.06</u> of the Business Combination Agreement; and

"Registrable Security" means:

(a) (i) any Shares, Class C-2 Shares or ListCo Warrants issued at the closing of the Transactions pursuant to the Business Combination Agreement (including, without limitation, any Shares issued pursuant to a Subscription Agreement) to Holders and that have, in each case, been deposited with the Depository Bank in accordance with the Deposit Agreement,

(ii) any Shares to be represented by Class A ADSs issued in accordance with the Deposit Agreement and that are hereafter acquired by a Holder upon exercise of any rights associated with their Converted Class C-1 ADSs, Class C-2 ADSs or ListCo AD Warrants (as the case may be),

(b) any Shares issuable upon the conversion of the VCC Preference Shares, the Class B ordinary shares or Earn Out Class B Shares and to be represented by Class A ADSs issued in accordance with the Deposit Agreement,

(c) any Earn Out Class A Shares issued pursuant to the Business Combination Agreement and to be represented by Class A ADSs upon deposit of such Earn Out Class A

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Shares with the Depository Bank in accordance with the Deposit Agreement,

(d) any Shares, Class C-1 Shares, Class C-2 Shares, or ListCo Warrants (as the case may be) issued or issuable with respect to the securities referred to in the foregoing clauses (a), (b) and (c) by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization or otherwise to be represented by Class A ADSs, Converted Class C-1 ADSs, Class C-2 ADSs or ListCo AD Warrants (as the case may be) issued in accordance with the Deposit Agreement,

(e) any Class A ADSs, Converted Class C-1 ADSs, Class C-2 ADSs or ListCo AD Warrants (as the case may be), representing Shares, Class C-1 Shares, Class C-2 Shares or ListCo Warrants, VCC Preference Shares, Class B ordinary shares, Earn Out Class B Shares and Earn Out Class A Shares described in the foregoing clauses (a), (b), (c) and (d) (as the case may be); and

(f) any Conversion Shares;

provided, however, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities when: (i) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (ii) the Shares, Class C-1 Shares, Class C-2 Shares, ListCo Warrants, VCC Preference Shares, Class B ordinary shares, Earn Out Class B Shares, Earn Out Class A Shares, Class A ADSs, Converted Class C-1 ADSs, Class C-2 ADSs, ListCo AD Warrants or Conversion Shares described in foregoing clauses (a), (b), (c), (d), (e) and (f) shall have been otherwise transferred, new certificates for such securities not bearing (or book entry positions not subject to) a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; (iii) such securities shall have ceased to be outstanding; or (iv) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

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(b) <u>Section 2.1</u> of the Registration Rights Agreement is amended and restated as follows:

(a) The Company shall, as soon as practicable, but in any event no later than the date that is thirty (30) calendar days after the closing of the Transactions, file a Registration Statement under the Securities Act to permit the public resale by the Holders of all the Registrable Securities held by the Holders from time to time as permitted by Rule 415 under the Securities Act (or any successor or similar provision adopted by the Commission then in effect) on the terms and conditions specified in this Section 2.1(a) and shall use its reasonable best efforts to cause such Registration Statement to be declared effective as soon as practicable after the filing thereof, but in no event later than sixty (60) calendar days following the filing deadline (the "Effectiveness Deadline"); provided that the Effectiveness Deadline shall be extended to ninety (90) calendar days after the filing deadline if the Registration Statement is reviewed by, and receives comments from, the Commission. The Company shall also, as soon as practicable, but in any event no later than the date that is ninety (90) calendar days after a QEO Conversion Date (as defined in the Facility Agreement), file a Registration Statement under the Securities Act to permit the public resale by Snita of any Conversion Shares from time to time as permitted by Rule 415 under the Securities Act (or any successor or similar provision adopted by the Commission then in effect) on the terms and conditions specified in this Section 2.1(a) and shall use its reasonable best efforts to cause such Registration Statement to be declared effective as soon as practicable after the filing thereof. The Registration Statements filed with the Commission pursuant to this Section 2.1(a) shall be on a shelf Registration Statement on Form F-1 (each such shelf Registration Statement, a "Form F-1 Shelf") or such other form of Registration Statement as is then available to effect a registration for resale of such Registrable Securities, covering such Registrable Securities, and shall contain a Prospectus in such form as to permit any Holder to sell such Registrable Securities pursuant to Rule 415 under the Securities Act (or any successor or similar provision adopted by the Commission then in effect) at any time beginning on the effective date for such Registration Statement. A Registration Statement filed pursuant to this Section 2.1(a) shall provide for the resale pursuant to any method or combination of methods legally available to, and requested by, the Holders. The Company shall use its reasonable best efforts to cause a Registration Statement filed pursuant to this Section 2.1(a) to remain effective, and to be supplemented and amended to the extent necessary to ensure that such Registration Statement is available or, if not available, that

another Registration Statement is available, for the resale of all the Registrable Securities held by the Holders until all such Registrable Securities have ceased to be Registrable Securities. When effective, a Registration Statement filed pursuant to this <u>Section 2.1(a)</u> (including the documents incorporated therein by reference) will comply as to form in all material respects with all applicable requirements of the Securities Act and the Exchange Act and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any Prospectus contained in such Registration Statement, in the light of the circumstances under which such statement is made).

(b) The Company shall use its reasonable best efforts to replace any Form F-1 Shelf, filed or to be filed pursuant to <u>Section</u> 2.1(a), with a shelf Registration Statement on Form F-3 (a "Form F-3 Shelf"), or to convert or combine any such Form F-1 Shelf into a Form F-3 Shelf, in each case as promptly as practicable after the Company is eligible to use a Form F-3 Shelf and have the Form F-3 Shelf declared effective as promptly as practicable and to cause such Form F-3 Shelf to remain effective, and to be supplemented and amended to the extent necessary to ensure that such Registration Statement is available or, if not available, that another Registrable Securities held by the Holders until all such Registrable Securities have ceased to be Registrable Securities.

(c) Subject to the limitations set forth in Section 2.7, at any time and from time to time following the effectiveness of any shelf Registration Statement required by Section 2.1(a) or Section 2.1(b),

(A) each of the Sponsor, or at least a majority in interest of the then-outstanding number of Registrable Securities (excluding any Conversion Shares) held by the Parent Holders (such majority in interest, the "<u>Parent Demanding</u> <u>Holders</u>"), or

(B) Snita (only with respect to any Conversion Shares held by it),

may request to sell all or a portion of their Registrable Securities in an underwritten offering that is registered pursuant to the applicable shelf Registration Statement, including a Block Trade (a "<u>Shelf Underwritten Offering</u>"), provided that the Sponsor, the Parent Demanding Holders, or Snita (only with respect to any

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Conversion Shares), as the case may be, (i) reasonably expects to sell Registrable Securities yielding aggregate gross proceeds in excess of \$50,000,000 from such Shelf Underwritten Offering or (ii) reasonably expects to sell all of the Registrable Securities held by such Holder in such Shelf Underwritten Offering (the amount of Registrable Securities pursuant to the foregoing clause (i) or (ii), as applicable, the "<u>Minimum Amount</u>"). All requests for a Shelf Underwritten Offering shall be made by giving written notice to the Company (the "<u>Shelf Take Down Notice</u>"). Each Shelf Takedown Notice shall specify the approximate number of Registrable Securities proposed to be sold in the Shelf Underwritten Offering and the expected price range (net of underwriting discounts and commissions) of such Shelf

under mining anocounto una comunicatorio, or ouen orien Underwritten Offering. Within five (5) Business Days after receipt of any Shelf Take Down Notice, the Company shall give written notice of such requested Shelf Underwritten Offering to all other Holders of Registrable Securities (the "Company Shelf Takedown Notice") and, subject to the provisions of Section 2.2(d) shall include in such Shelf Underwritten Offering all Registrable Securities with respect to which the Company has received written requests for inclusion therein, within five (5) Business Days after sending the Company Shelf Takedown Notice, or, in the case of a Block Trade, as provided in Section 2.5. The Company shall enter into an underwriting agreement in a form as is customary in Underwritten Offerings of securities by the Company with the managing Underwriter or Underwriters selected by the applicable Holders and reasonably acceptable to the Company and shall take all such other reasonable actions as are requested by the managing Underwriter or Underwriters in order to expedite or facilitate the disposition of such Registrable Securities. In connection with any Shelf Underwritten Offering contemplated by this Section 2.1(c), subject to Section 3.3 and Article IV, the underwriting agreement into which each Holder and the Company shall enter shall contain such representations, covenants, indemnities and other rights and obligations as are customary in underwritten offerings of securities by the Company. Any Shelf Underwritten Offering effected pursuant to this Section 2.1(c) shall be counted as a Registration for purposes of the limit on the number of Registrations that can be effected under Section 2.2.

(c) <u>Section 2.2 (a)</u> of the Registration Rights Agreement is amended and restated as follows:

(a) Subject to the provisions of <u>Section 2.7</u>, at any time and from time to time on or after the closing of the Transactions:

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(A) with respect to the Registrable Securities (excluding any Conversion Shares), each of (i) the Gores Holders of at least a majority in interest of the then-outstanding number of such Registrable Securities held by the Gores Holders (the "<u>Gores Demanding Holders</u>") and (ii) the Parent Demanding Holders, or

(B) with respect to the Conversion Shares, Snita (Snita together with the Gores Demanding Holders and the Parent Demanding Holders, the "<u>Demanding Holders</u>" and each a "<u>Demanding Holder</u>"),

may make a written demand for Registration of all or part of their Registrable Securities on (1) Form F-1 or (2) if available, Form F-3, which in the case of either clause (1) or (2), may be a shelf Registration Statement filed pursuant to Rule 415 under the Securities Act, which written demand shall describe the amount and type of securities to be included in such Registration and the intended method(s) of distribution thereof (such written demand a "Demand Registration"). The Company shall, promptly following the Company's receipt of a Demand Registration (and, in any event, within twenty days of its receipt of such Demand Registration), notify, in writing all other Holders of Registrable Securities of such demand, and each Holder of Registrable Securities who thereafter wishes to include all or a portion of such Holder's Registrable Securities in a Registration pursuant to a Demand Registration (each such Holder that includes all or a portion of such Holder's Registrable Securities in such Registration, a "Requesting Holder") shall so notify the Company, in writing, within ten (10) days after the receipt by the Holder of the notice from the Company. For the avoidance of doubt, to the

extent a Requesting Holder also separately possesses Demand Registration rights pursuant to this <u>Section</u> <u>2.2(a)(A)</u>, but is not the Holder who exercises such Demand Registration rights, the exercise by such Requesting Holder of its requesting rights pursuant to the foregoing sentence shall not count as the exercise by it of one of its Demand Registration rights; <u>provided</u>, <u>however</u>, that, unless a Holder exercises one of its Demand Registration rights, no Holder shall be entitled to have their Registrable Securities included in a Registration pursuant to a <u>Section 2.2(a)(B)</u> Demand Registration relating only to Conversion Shares by Snita and the Company shall not have to effect the Registration of any Registrable Securities held by any Holder other than Snita in connection with a

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Demand Registration by Snita that relates only to Conversion Shares. Upon receipt by the Company of any such written notification from a Requesting Holder to the Company, subject to <u>Section 2.2(d)</u>, such Requesting Holder(s) shall be entitled to have their Registrable Securities included in a Registration pursuant to a Demand Registration and the Company shall effect, as soon thereafter as practicable, the Registration of all Registrable Securities requested by the Demanding Holder(s) and Requesting Holder(s), if any, pursuant to such Demand Registration.

(d) <u>Section 2.2 (d)</u> of the Registration Rights Agreement is amended and restated as follows:

> If a Demand Registration is to be an Underwritten Offering (d) and the managing Underwriter or Underwriters, in good faith, advises the Company, the Demanding Holder(s) and the Requesting Holder(s) (if any) in writing that, in its opinion, the dollar amount or number of Registrable Securities that the Demanding Holder(s) and the Requesting Holder(s) (if any) desire to sell, taken together with all other Registrable Securities or other equity securities that the Company desires to sell for its own account and the securities, if any, as to which a Registration has been requested pursuant to separate written contractual piggy-back registration rights held by any other stockholders of the Company who desire to sell, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in such Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the "Maximum Number of Securities"), then the Company shall include in such Underwritten Offering, as follows: (i) first, the Registrable Securities (excluding any Conversion Shares) of the Demanding Holder(s) and the Requesting Holder(s) (if any) (pro rata based on the total amount of Registrable Securities (excluding any Conversion Shares) held by each such Demanding Holder and Requesting Holder (if any) (such proportion is referred to herein as "Pro Rata")) that can be sold without exceeding the Maximum Number of Securities; (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the Registrable Securities or other equity securities that the Company desires to sell for its own account, which can be sold without exceeding the Maximum Number of Securities; (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), any Conversion

Shares held by Snita that can be sold without exceeding the Maximum Number of Securities, and (iv) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) to (iii), the Registrable Securities or other equity securities of other persons or entities that the Company is obligated to register in a Registration pursuant to separate written contractual arrangements with such persons and that can be sold without exceeding the Maximum Number of Securities.

(e) <u>Section 2.4(a)</u> and <u>Section 2.4(b)</u> of the Registration Rights Agreement are amended and restated as follows:

> (a) If the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of stockholders of the Company (or by the Company and by the stockholders of the Company including pursuant to Section 2.2), other than an Exempted Registration Statement, then the Company shall give written notice of such proposed filing to all of the Holders of Registrable Securities, which are not subject to a lock-up agreement or similar transfer restriction within the Company's planned execution period of the offering contemplated by such Registration Statement, as soon as practicable but not less than ten (10) days (or, in the case of a Block Trade, five (5) Business Days) before the anticipated filing date of such Registration Statement, which notice shall (i) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution (including whether such registration will be pursuant to a shelf Registration Statement), and the proposed price and name of the proposed managing Underwriter or Underwriters, if any, in such offering, (ii) such Holders' rights under this Section 2.4 and (iii) offer to all of the Holders of Registrable Securities the opportunity to register the sale of such number of Registrable Securities as such Holders may request in writing within five (5) days after receipt of such written notice (or in the case of a Block Trade, within two (2) Business Days) (such Registration a "Piggyback Registration"). The Company shall, in good faith, cause such Registrable Securities identified in a Holder's response notice described in the foregoing sentence to be included in such Piggyback Registration and shall use its reasonable best efforts to cause the managing Underwriter or Underwriters of a proposed Underwritten Offering, if any, to permit the Registrable Securities requested by the Holders pursuant to this Section 2.4(a) to be included in a Piggyback Registration on the same terms and conditions as any similar securities of the Company or Company stockholder(s) for whose account the

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Registration Statement is to be filed included in such Registration and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this <u>Section 2.4(a)</u>, subject to <u>Section 3.3</u> and <u>Article IV</u>, shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Company or Company stockholder(s) for whose account the Registration Statement is to be filed. For purposes of this <u>Section</u> <u>2.4</u>, the filing by the Company of an automatic shelf Registration Statement for offerings pursuant to Rule 415(a) that omits information with respect to any specific offering pursuant to Rule 430B shall not trigger any notification or participation rights hereunder until such time as the Company amends or supplements such Registration Statement to include information with respect to a specific offering of securities (and such amendment or supplement shall trigger the notice and participation rights provided for in this <u>Section 2.4</u>).

(b) If a Piggyback Registration is to be an Underwritten Offering and the managing Underwriter or Underwriters, in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that, in its opinion, the dollar amount or number of the Registrable Securities that the Company desires to sell, taken together with (x) the Registrable Securities, if any, as to which Registration has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (y) the Registrable Securities as to which registration has been requested pursuant Section 2.4, and (z) the Registrable Securities, if any, as to which Registration has been requested pursuant to separate written contractual piggy-back registration rights of other stockholders of the Company, exceeds the Maximum Number of Securities, then:

(i) if the Registration is undertaken for the Company's account, the Company shall include in any such Registration (1) first, the Registrable Securities or other equity securities that the Company desires to sell for its own account, which can be sold without exceeding the Maximum Number of Securities, (2) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (1), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to <u>Section 2.4(a)</u>, Pro Rata, which can be sold without exceeding the Maximum

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Number of Securities, (3) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (1) and (2), any Conversion Shares that Snita requests to be registered pursuant to <u>Section 2.4(a)</u> without exceeding the Maximum Number of Securities, and (4) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (1) to (3), the Registrable Securities, if any, as to which Registration has been requested pursuant to written contractual piggy-back registration rights of other stockholders of the Company, which can be sold without exceeding the Maximum Number of Securities; and

(ii) if the Registration is pursuant to a request by persons or entities other than the Holders of Registrable Securities, then the Company shall include in any such Registration (1) first, the Registrable Securities or other equity securities, if any, of such requesting persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities, (2) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (1), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to this Section 2.4(a), Pro Rata, which can be sold without exceeding the Maximum Number of Securities, (3) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (1) and (2), the Registrable Securities or other equity securities that the Company desires to sell for its own account, which can be sold without exceeding the Maximum Number of Securities. (4) fourth, to the extent

that the Maximum Number of Securities has not been reached under the foregoing clauses (1) to (3), any Conversion Shares that Snita might desire to sell and that can be sold without exceeding the Maximum Number of Securities, and (5) fifth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (1) to (4), the Registrable Securities or other equity securities for the account of other persons or entities that the Company is obligated to register pursuant to separate written contractual arrangements with such persons or entities, which can be sold without exceeding the Maximum Number of Securities.

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(f) The sentence "Subject to the Company's obligations under the Subscription Agreements, any removal of shares of the Holders pursuant to this <u>Section 2.6</u> shall first be applied to Holders other than the Holders with securities registered for resale under the applicable Registration Statement and thereafter allocated between the Holders on a pro rata basis based on the aggregate amount of Registrable Securities held by the Holders." in <u>Section 2.6</u> of the Registration Rights Agreement shall be replaced with the following sentence:

> "Subject to the Company's obligations under the Subscription Agreements, any removal of shares of the Holders pursuant to this <u>Section 2.6</u> shall first be applied to Holders other than the Holders with securities registered for resale under the applicable Registration Statement and thereafter allocated between the Holders on a pro rata basis based on the aggregate amount of Registrable Securities held by the Holders and registered for resale under the applicable Registration Statement."

(g) <u>Section 2.7 (b)</u> of the Registration Rights Agreement is amended and restated as follows:

(b) Notwithstanding anything in this Agreement to the contrary,

(A) in no event will the Parent Holders be entitled, on a collective basis and with respect to any of the Registrable Securities held by them (excluding any Conversion Shares), to initiate more than (i) an aggregate of ten (10) Registrations pursuant to a Demand Registration, (ii) more than four (4) Shelf Underwritten Offerings in any twelve month period or (iii) more than four (4) Block Trades in any twelve month period, provided that the estimated proceeds of any such Block Trade shall not be less than \$25,000,000, in each of the foregoing clauses (i), (ii) and (iii) pursuant to Section 2.1(c) or Section 2.2(a), as the case may be; provided, however, that a Registration shall not be counted for such purposes unless a Registration Statement that may be available at such time has become effective, and

(B) in no event will Snita be entitled, with respect to any Conversion Shares held by it, to initiate more than an aggregate of three (3) Registrations pursuant to a Demand Registration or a Shelf Underwritten Offering (including a Block Trade) under <u>Section 2.1(c)</u> (including with respect

to a Block Trade) or <u>Section 2.2(a)</u>, as the case may be; <u>provided</u>, <u>however</u>, that a Registration shall not be counted for such purposes unless a Registration Statement that may be available at such time has become effective.

For the avoidance of doubt, a Registration that covers Registrable Securities (excluding Conversion Shares) and Conversion Shares, as applicable, shall be counted as a Registration under both Section 2.7(b)(A) and Section 2.7(b)(B).

(h) <u>Section 5.1</u> of the Registration Rights Agreement is amended by adding the following paragraph at the end of that section:

Each Holder agrees to treat as confidential the receipt of any notices, requests, claims, demands and other communications hereunder and the information contained therein, and not to disclose or use the information contained in any such notice (or the existence thereof) without the prior written consent of the Company until such time as the information contained therein is or becomes available to the public generally (other than as a result of disclosure by such Holder in breach of the terms of this Agreement).

(i) <u>Section 5.2 (c)</u> of the Registration Rights Agreement is amended and restated as follows:

> This Agreement and the provisions hereof shall be binding (c) upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the applicable Holders, which shall be limited to (i) with respect to Registrable Securities (excluding any Conversion Shares), Permitted Transferees, and (ii) with respect to any Conversion Shares, any entity that becomes a party to the Facility Agreement as a Lender (as defined in the Facility Agreement) in accordance with Clause 20 of the Facility Agreement); provided, however, that (A) if Snita assigns, in whole or in part, its rights, duties and obligations hereunder with respect to Conversion Shares, as described in (ii) in the foregoing, at least a majority in interest of the then-outstanding number of Conversion Shares held by Snita and/or any of its assignees under the Facility Agreement (such category of Holders, the "Snita Holders") shall be necessary to exercise any rights of Snita under the Registration Rights Agreement; (B) at least a majority in interest of the then-outstanding number of Registrable Securities (excluding any Conversion Shares) held by Parent Holders shall be necessary to exercise any rights of such Parent Holders under the Registration Rights Agreement; and (C) upon the execution and delivery of a written agreement of an assignee, as described in

> > 13

Section 5.2 (e) hereto, such assignee shall join the category of Holder of Registrable Securities (i.e. Gores Holders, Parent Holders, Snita Holders or, as the case may be, any "Sponsor Holders" should the Sponsor assign any of its rights under <u>Section</u> 2.1(c) of the Registration Rights Agreement to an assignee pursuant to <u>Section 5.2</u> hereto), in each case as set forth on the signature page to any <u>Section 5.2 (e)</u> written agreement of an assignee.

2. <u>Effect of Amendment</u>. This Amendment No. 3 shall be effective as of the date first written above. For the avoidance of any doubt, all references: (a) in the Registration Rights Agreement to "this Agreement" and (b) to the Registration Rights Agreement in any other agreements. exhibits and schedules will. in each case, be deemed to be references to the

Registration Rights Agreement as amended by this Amendment No. 3. Except as amended hereby, the Registration Rights Agreement will continue in full force and effect and shall be otherwise unaffected hereby. This Amendment No. 3 shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Amendment No. 3 only may be amended by the parties hereto by execution of an instrument in writing signed on behalf of each of such parties.

3. <u>Incorporation by Reference</u>. Sections 1.02 (Construction); 11.03 (Assignment); 11.06 (Governing Law); 11.07 (Captions; Counterparts); 11.09 (Entire Agreement); 11.10 (Amendments); 11.11 (Severability); 11.12 (Jurisdiction); 11.13 (Waiver of Jury Trial) and 11.14 (Enforcement) of the Business Combination Agreement are incorporated herein and shall apply to this Amendment No. 3 *mutatis mutandis*.

[Signature Pages Follow]

14

IN WITNESS WHEREOF, the undersigned have caused this Amendment No. 3 to be executed as of the date first written above.

COMPANY:

POLESTAR AUTOMOTIVE HOLDING UK

By: <u>/s/ Thomas Ingenlath</u> Name: Thomas Ingenlath Title: Chief Executive Officer

By: <u>/s/ Johan Malmqvist</u> Name: Johan Malmqvist Title: Chief Financial Officer [Signature Page to Amendment No. 3 to the Registration Rights Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Amendment No. 3 to be executed as of the date first written above.

GORES HOLDERS:

GORES GUGGENHEIM SPONSOR LLC,

By: <u>/s/ Andrew McBride</u> Name: Andrew McBride Title: Authorized Signatory Address: [***]

Email: [***]

By: <u>/s/ Randall Bort</u> Name: Randall Bort Address: [***]

Email: [***]

By: <u>/s/ Elizabeth Marcellino</u> Name: Elizabeth Marcellino Address: [***]

Email: [***]

By: <u>/s/ Nancy Tellem</u> Name: Nancy Tellem Address: [***]

Email: [***]

[Signature Page to Amendment No. 3 to the Registration Rights Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Amendment No. 3 to be executed as of the date first written above.

PARENT HOLDERS:

ZIBO HIGH-TECH INDUSTRIAL INVESTMENT CO., LTD.

By: <u>/s/ Chen Bin (陈斌)</u> Name: Chen Bin (陈斌) Address:

Email:

[Signature Page to Amendment No. 3 to the Registration Rights Agreement]

ZIBO FINANCIAL HOLDING GROUP CO., LTD

By: /s/ Wang Xiqing (王习庆)

Name: Wang Xiqing (王习庆) Address:

Email:

[Signature Page to Amendment No. 3 to the Registration Rights Agreement]

CHONGQING LIANGJIANG (重庆承星股 权投资基金合伙企业(有限合伙))

By: <u>/s/ Ai Yiming (艾益民)</u> Name: Ai Yiming (艾益民) Address:

Email:

[Signature Page to Amendment No. 3 to the Registration Rights Agreement]

NORTHPOLE GLY 1 LP

By: <u>/s/ Hrvoje Krkalo</u> Name: Hrvoje Krkalo, for and on behalf of Northpole GLY GP1, for itself and its capacity as the general partner of Northpole GLY 1 LP Address: [***]

Email: [***]

GLY NEW MOBILITY 1. LP

By: <u>/s/ Hrvoje Krkalo</u> Name: Hrvoje Krkalo, for and on behalf of GLY New Mobility 1, for itself and its capacity as the general partner of GLY New Mobility 1. LP Address: [***]

Email: [***]

[Signature Page to Amendment No. 3 to the Registration Rights Agreement]

SNITA HOLDING B.V.

By: <u>/s/ Per Ansgar</u> Name: Per Ansgar Address:

Email: [***]

By: <u>/s/ Lex Kerssemakers</u> Name: Lex Kerssemakers Address:

Email: [***]

[Signature Page to Amendment No. 3 to the Registration Rights Agreement]

PSD INVESTMENT LIMITED

100

By: <u>/s/ Li Shufu (李书福)</u> Name: Li Shufu (李书福) Address:

Email:

By: Name: Address:

Email:

[Signature Page to Amendment No. 3 to the Registration Rights Agreement]



Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

CONFIDENTIAL

The Directors Polestar Automotive UK Limited (company no. 11926357) Li Close Ansty Park Ansty Coventry CV7 9RF

Date: 14 June 2021

Dear Sirs

We have pleasure in setting out below the terms and conditions under which we are able to offer the finance facilities that you require, as detailed below in paragraph 2 (the "Facilities"). This Offer Letter together with the New, Used, and Demonstrator Funding Agreement (the "Agreement") constitute the entire agreement and understanding between you and us in connection with the Facilities.

1. Definitions

Unless otherwise defined in this Offer Letter, terms and expressions used in the Agreement shall have the same meaning in this Offer Letter.

2. The Facilities

Facility	Terms	Facility Limit
Agreement –	On terms and subject to the conditions contained in the Agreement dated on or	[***] (Unregistered)
Unregistered, Used, Demonstrator and	around the date of this Offer Letter as amended modified or restated from time	[***] (Used)
Rental Vehicles	to time.	[***] (Demonstrator)
		[***] (Rental)
	Facility Cumulative Total	[***]

Subject to (i) the terms of the relevant Facility and (ii) the Facility Cumulative Total, we may at any time and at our absolute discretion vary, reduce or withdraw the terms or Facility Limits applicable to each Facility set out above. For the avoidance of doubt, and irrespective of any variation, reduction or withdrawal in any individual Facility, the Facility Cumulative Total set out above may not be exceeded by you without our prior consent in writing.

Any payments made pursuant to any one or more of the Facilities (whether by direct debit or otherwise) shall, where applicable, be applied against the relevant Facility Limit within a maximum of 1 Business Day of receipt of cleared funds by us, prior to which the relevant Facility Limit to which any payments relate shall be calculated as if no such direct debit payments have been made.

3. Security

Unless specified otherwise, we require you to deliver to us (duly executed) the following security by the date falling no later than 30 days following the date of this Offer Letter:

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T.

Your obligations are to be guaranteed by Polestar Performance AB whose all monies guarantee and indemnity is to be taken in our appropriate standard form. Polestar Performance AB will also be required to provide to us prior to the execution of the guarantee and indemnity a copy of the current Polestar Performance certificate of registration which demonstrates the power of the relevant individual(s) to execute the guarantee and indemnity on behalf of Polestar Performance to our satisfaction.

The Facilities listed above are also conditional upon our receiving reports and references satisfactory to us.

You agree that we may at our sole discretion review the security set out above from time to time. Any agreement by us to revise the security as set out above shall be strictly subject to our being satisfied, at our absolute discretion, with the overall security retained by us for the Facilities.

Financial Information

While any of the above facilities are available or any monies remain outstanding to us, you will keep us fully

informed of the financial position of your business and promptly furnish to us all information that we may from time to time require. In particular, and as a minimum, you will provide us with (in a form satisfactory to us):

- copies of signed-off audited accounts within [***] of the accounting period to which they relate; and
- (ii) copies of quarterly management accounts.

4. Fees and Expenses

You shall bear your own costs (including legal expenses) in connection with the execution and delivery of this Offer Letter and the security documents referred to herein and the satisfaction of the conditions precedent referred to below.

5. Specific Offer Terms – New, Used and Demonstrator Funding Agreement

- 5.1 Under Clause 4.3(d) and paragraph 2(a) of Schedule 1, the percentage of the Clean Guide Value for the Used Vehicle is [***] or such other percentage as may agreed in writing between Polestar and VCFSUK from time to time.
- 5.2 Under Clause 4.3(d) and paragraph 2(b) of Schedule 1, the percentage of the Clean Guide Value for the Used Vehicle is [***] or such other percentage as may agreed in writing between Polestar and VCFSUK from time to time.
- 5.3 Under Clause 11.1, the Deposit in respect of a Used Vehicle shall be equivalent to the amount by which the purchase price paid by VCFSUK for that Used Vehicle exceeds such percentage specified in paragraph 5.1 of this Offer Letter (or such other percentage as may be agreed in writing between Polestar and VCFSUK from time to time) of the Clean Guide Value for that Used Vehicle effective as at the date of purchase by VCFSUK.
- 5.4 In respect of Used Vehicles, the age of vehicles must not exceed [***] old or such other age as may be agreed in writing between Polestar and VCFSUK from time to time.
- 5.5 In respect of Used Vehicles, the maximum amount shall be [***] or such other amount as may be agreed in writing between Polestar and VCFSUK from time to time.
- 5.6 In respect of Used Vehicles, the minimum amount shall be [***] or such other amount as may be agreed in writing between Polestar and VCFSUK from time to time.
- 5.7 The recorded mileage of (i) Used Vehicles is [***] miles; (ii) for Demonstrator Vehicles is [***] miles; and, (iii) for Rental Vehicles is [***] miles or such other mileage figures as may be agreed in writing between Polestar and VCFSUK from time to time. Under Clause 7.1(j), the mileage in respect of Used Vehicles shall be [***]; Demonstrator Vehicles [***]; and, Rental Vehicles [***] or such other mileage figures as may be agreed in writing between Polestar and

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Volvo Car Financial Services UK Ltd

VCFSUK from time to time.

- 5.8 Under Clause 8.6(a), the Margin for a Used Vehicle is [***] per cent per annum or other such percentage as may be agreed in writing between Polestar and VCFSUK from time to time.
- 5.9 Under Clause 11.3a) and paragraph 2 of Schedule 2, the Instalments will be payable [***] and where that Floorplan Vehicle is a Used Vehicle shall be in the percentages of the purchase price paid for that Floorplan Vehicle as set out below or such other amounts as may be agreed in writing between Polestar and VCFSUK from time to time:
 - [***] payable [***] from the relevant Start Date;
 - [***] payable [***] from the relevant Start Date;
 - [***] payable [***] from the relevant Start Date; and
 - [***] payable [***] from the relevant Start Date.
- 5.10 Under Clause 11.3a) and paragraph 2 of Schedule 2, the Instalments will be payable [***] and where that Floorplan Vehicle is a Demonstrator Vehicle shall be in the percentages of the purchase price paid for that Floorplan Vehicle as set out below or such other amounts as may be agreed in writing between Polestar and VCFSUK from time to time:
 - [***] payable [***] from the relevant Start Date;
 - [***] payable [***]from the relevant Start Date or in the case of an extension agreed between Polestar and VCFSUK, [***] payable [***]from the relevant Start Date;
 - [***] payable [***]from the relevant Start Date unless the agreed extension has ended, in which case, [***] payable [***]from the relevant Start Date;
 - [***] payable [***]from the relevant Start Date unless the agreed extension has ended, in which case, [***] payable [***]from the relevant Start Date; and
 - unless the agreed extension has already ended as above, [***] payable [***] from the relevant Start Date.
- 5.11 Under paragraph 1(c) of Schedule 3, the period shall be [***] from or after the Start Date of such Used Vehicle.

- 5.12 The number of days in respect of the "Direct Debit Delay Period" shall be [***] such other period as agreed in writing between Polestar and VCFSUK from time to time.
- 5.13 Under Clause 8.5, the bonnet fee in respect of Used Vehicles and Unregistered Vehicles shall be [***] or such other amounts as may agreed in writing between Polestar and VCFSUK from time to time.

6. Conditions Precedent

Unless agreed otherwise in writing, the availability of the Facilities above is conditional on our prior receipt of the following (in each case in a form and substance satisfactory to us):

- (a) this Offer Letter duly executed by you indicating your acceptance of its terms and conditions;
- (b) a copy of your Financial Conduct Authority Authorisation;

Volvo Car Financial Services UK Ltd, 86 Station Road, Redhill, Surrey RH1 1SR.

Volvo Car Financial Services UK Ltd Registered Office: Scandinavia House, Norreys Drive, Maidenhead SL6 4FL. Registered in England number

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Volvo Car Financial Services UK Ltd

- the Agreement duly executed by you indicating your acceptance of its respective terms and conditions;
- (d) details of your VAT registration number (please confirm you VAT registration number by completing the box at the end of this letter);
- (e) the required form of direct debit mandate duly completed and signed;
- (f) a signed copy of our "Use of Information" document indicating your acceptance of its contents;
- (g) a copy of all insurances required to be entered into pursuant to the Facilities; and
- (h) a copy of photographic identification for your authorised signatory and any guarantors (to be either a passport or driving licence and to include photo card and paper counterpart (if any)).

7. General

If the terms of this Offer Letter are not accepted they will lapse after one month from the date of this Offer Letter.

You agree that this Offer Letter is governed by English law and you submit to the non-exclusive jurisdiction of the Courts of England and Wales.

If these terms are acceptable to you, please sign and return this Offer Letter together with the signed Agreement and any other documents you are required to sign and return to Shoosmiths LLP by following the instructions provided by them.

David Baddeley

Managing Director

Acknowledged and agreed

For and on behalf of Volvo Car Financial Services UK Limited

Signature
Name
Position: Director / Secretary*

*(Delete as appropriate)

For and on behalf of Polestar Automotive UK Limited

Date

VAT Registration Number_

Jonathan Goodman		
CEO	Polestar	UK

2021-06-14

<u>Nils Mösko</u> Business Strategy 2021-06-14

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Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

This deed is dated 14 June 2021

Parties

- (1) **POLESTAR AUTOMOTIVE UK LTD** Reg. No.11926357, a limited liability company incorporated under the laws of England and Wales ("**Polestar**"); and
- (2) VOLVO CAR FINANCIAL SERVICES UK LIMITED, Reg. No. 12718441, a private limited liability company incorporated under the laws of England and Wales, having its registered office at Scandinavia House, Norreys Drive, Maidenhead, Berkshire, United Kingdom, SL6 4FL("VCFSUK").

BACKGROUND

- A. Polestar is a manufacturer of vehicles and thereto related products and services. Polestar will sell vehicles directly to end customers through online sales via a digital platform.VCFSUK is a provider of financial services products and services.
- B. The Parties enter into a Cooperation Agreement dated 28th May 2021 for VCFSUK to (i) provide Wholesale Finance directly to Polestar; and (ii) under Polestar's brand, market and sell the Retail Finance Arrangements to the End Customers.

Agreed terms

1. Terms defined in the Agreement

In this deed, expressions defined in the Agreement and used in this deed have the meaning set out in the Agreement. The rules of interpretation set out in the Agreement apply to this deed.

2. Variation

With effect from the Variation Date the Parties agree the following amendments to the Agreement, where an underline is an addition, and a strike through a deletion to the Agreement:

a)	Clause 24.2.3 amended:	apply for the run-off, sale or termination of the Wholesale Finance portfolio. Such termination does not exclude liability under this Agreement.	
b)	Clause 24.3.2 amended:	Each Party shall furthermore cease to use any Intellectual Property Rights of the other Party, <u>save as required to service the portfolio as set out in 24.2.3 (a) hereunder</u> .	

2.1 Except as set out in clause 2.1, the Agreement shall continue in full force and effect.

Internal Information - Polestar

3. Governing law

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

4. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the

beginning of it.

Executed as a deed by Polestar Automotive UK Limited acting by

10

Executed as a deed by Volvo Car Financial Services UK Limited

acting by

David Baddeley

.....a director, in

Director

.....

the presence of:

Witness Kelly Miller

Name:.... Address:... [***]... Occupation:...PA/ HR Coordinator....

Internal Information - Polestar



CONFIDENTIAL

The Directors Polestar Automotive UK Limited Building 145 Bicester Heritage Launton Bicester OX27 8AL

05th December 2023

Ref: VCFS287

Dear Business Partner,

UNIT STOCKING FACILITY

We refer to our letter of 26th May 2023 together with the multiple enclosures.

Unless otherwise defined in this letter, terms and expressions used in any of our earlier enclosures shall have the same meaning in this letter.

It is agreed that the financial limits contained in the Offer Terms shall be deemed to be amended on the following basis with immediate effect:

1. Notwithstanding the Facility Limits specified in the Offer Terms, your revised facility limits shall be as follows:

Facility in Respect of	Facility Limit	
1. Unregistered Vehicles	[***]	
2. Demonstrator Vehicles	[***]	
3. Used Vehicles	[***]	
Facility Cumulative Total	[***]	

* Subject to (i) the terms of the relevant Facility and (ii) the Facility Cumulative Total, we may at any time and at our absolute discretion vary, reduce or withdraw the terms or Facility Limits applicable to each Facility set out above. For the avoidance of doubt, and irrespective of any variation, reduction or withdrawal in any individual Facility, the Facility Cumulative Total set out above may not be exceeded by you without our prior consent in writing.

Volvo Car Financial Services UK Ltd, Scandinavia House, Norreys Drive, Maidenhead, SL6 4FL

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Internal Information - Polestar

Confidential

VOLVO

Yours faithfully

Jake Stoodley, WS Risk Manager at VCFUK

For and on behalf of Volvo Car Financial Services UK Limited

Volvo Car Financial Services UK Ltd, Scandinavia House, Norreys Drive, Maidenhead, SL6 4FL

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Internal Information - Polestar

HOO

Subsidiaries of the Company

Polestar Holding AB

Polestar Performance AB

Polestar Automotive USA Inc.

Legal Name

Sweden Polestar Automotive (Singapore) Pte. Ltd. Singapore Sweden Polestar Automotive Canada Inc. Polestar Automotive US Investment Inc. Polestar Automotive Belgium BV Belgium Polestar Automotive Germany GmbH Germany Polestar Automotive Netherlands BV Netherlands Polestar Automotive Sweden AB Sweden Polestar Automotive Austria GmbH Austria Polestar Automotive Denmark ApS Denmark Polestar Automotive Finland Oy Finland Polestar Automotive Switzerland GmbH Switzerland Norway

Polestar Automotive Norway A/S Polestar Automotive Korea Limited Polestar Automotive Australia PTY Ltd Polestar Automotive (Singapore) Distribution Pte. Ltd. Polestar Automotive Ireland Limited PLSTR Automotive Portugal Unipessoal Lda Polestar Automotive Poland sp. zo. o Polestar Automotive UK Limited Polestar Automotive Spain S.L Polestar Automotive Luxembourg SARL Polestar Automotive Czech Republic s.r.o Polestar Automotive Italy s.r.l Polestar Automotive (China) Group Co., Ltd. Polestar New Energy Vehicle Co., Ltd. Polestar Automotive China Distribution Co., Ltd. Polestar Automotive Consulting Service (Shanghai) Co., Ltd. Polestar Automotive (Chongqing) Co., Ltd. Polestar Automotive (Singapore) Investment Pte Ltd

Jurisdiction of Incorporation

Alberta, Canada Delaware, USA Delaware, USA South Korea Australia Singapore Republic Ireland Portugal Poland United Kingdom Spain Luxembourg Czech Republic Italy People's Republic of China Singapore

EXHIBIT 12.1

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

I, Thomas Ingenlath, certify that:

- 1. I have reviewed this annual report on Form 20-F of Polestar Automotive Holding UK PLC;
- Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- Based on my knowledge, the financial statements, and other financial information included in this report, fairly
 present in all material respects the financial condition, results of operations and cash flows of the company as of,
 and for, the periods presented in this report;
- 4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting.
- 5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditor and the audit committee of the company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: August 14, 2024

/s/ Thomas Ingenlath

Thomas Ingenlath Chief Executive Officer

EXHIBIT 12.2

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

I, Per Ansgar, certify that:

- 1. I have reviewed this annual report on Form 20-F of Polestar Automotive Holding UK PLC;
- Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- Based on my knowledge, the financial statements, and other financial information included in this report, fairly
 present in all material respects the financial condition, results of operations and cash flows of the company as of,
 and for, the periods presented in this report;
- 4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting.
- 5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditor and the audit committee of the company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: August 14, 2024

/s/ Per Ansgar Per Ansgar

Chief Financial Officer

Exhibit 13.1

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

The certification set forth below is being submitted in connection with Polestar Automotive Holding UK PLC's annual report on Form 20-F for the year ended December 31, 2023 (the "Report") for the purpose of complying with Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code.

I, Thomas Ingenlath, the Chief Executive Officer of Polestar Automotive Holding UK PLC, certify that:

1. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Polestar Automotive Holding UK PLC.

Date: August 14, 2024

/s/ Thomas Ingenlath Thomas Ingenlath Chief Executive Officer

Exhibit 13.2

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

The certification set forth below is being submitted in connection with Polestar Automotive Holding UK PLC's annual report on Form 20-F for the year ended December 31, 2023 (the "Report") for the purpose of complying with Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code.

I, Per Ansgar, the Chief Financial Officer of Polestar Automotive Holding UK PLC, certify that:

1. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Polestar Automotive Holding UK PLC.

Date: August 14, 2024

/s/ Per Ansgar Per Ansgar Chief Financial Officer

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-267146 on Form S-8 of our reports dated August 14, 2024, relating to the financial statements of Polestar Automotive Holding UK PLC and the effectiveness of Polestar Automotive Holding UK PLC's internal control over financial reporting appearing in this Annual Report on Form 20-F for the year ended December 31, 2023.

/s/ Deloitte AB Gothenburg, Sweden August 14, 2024

Polestar

Policy

Compensation clawback

Type Corporate Policy

Scope Global (Polestar Automotive Holding UK PLC and all subsidiaries)

Owner Magnus Larsson, Head of Compensation

Version 1 Effective date 2023-07-03

Approved by Board of Directors 2023-06-27

What's new since last version N/A

Last revision N/A

The valid version of this policy is published on the Polestar intranet. Print-outs may be out of date – always check the intranet for latest version. Polestar Legal is responsible for publishing it on the Polestar intranet.

The original language of this document is English.

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1 Introduction and purpose

The Company believes that it is in the best interests of the Company and its shareholders to create and maintain a culture that emphasises integrity and accountability and that reinforces the Company's pay-for-performance compensation philosophy. In order to comply with Section 10D of the Exchange Act, and the listing standards of The Nasdaq Stock Market LLC, The Board has therefore adopted this Policy, which is designed to provides for the recoupment of certain executive compensation in the event that the Company is required to prepare an accounting restatement of its financial statements due to material noncompliance with any financial reporting requirement under the federal securities laws of the United States of America.

2 Covered Executives

This Policy applies to, and is binding and enforceable against, all "Covered Executives". Furthermore, this Policy is binding and enforceable against all Covered Executives and their beneficiaries, heirs, executors, administrators or other legal representatives.

3 Incentive-based compensation

For purposes of this Policy, "Incentive-Based Compensation" means any compensation that is granted, earned or vested based wholly or in part upon the attainment of a financial reporting measures, including, but not limited to: (i) non-equity incentive plan awards that are earned solely or in part by satisfying a financial reporting measure performance goal; (ii) bonuses paid from a bonus pool, where the size of the pool is determined solely or in part by satisfying a financial reporting measure performance goal; (iii) other cash awards based on satisfaction of a financial reporting measure performance goal; (iv) restricted stock, restricted stock units, stock options, stock appreciation rights, and performance share units that are granted or vest solely or in part based on satisfaction of a financial reporting measure performance goal; and (v) proceeds from the sale of shares acquired through an incentive plan that uses accounted explanation part based on part based on part based on part based on satisfaction of a financial reporting measure performance goal; and (v) proceeds from the sale of shares acquired through an reporting measure performance goal.

Compensation that would not be considered Incentive-Based Compensation includes, but is not limited to: (i) salaries; (ii) bonuses paid solely based on satisfaction of subjective standards, such as demonstrating leadership, and/or completion of a specified employment period; (iii) non-equity incentive plan awards earned solely based on satisfaction of strategic or operational measures; (iv) wholly time-based equity awards; and (v) discretionary bonuses or other compensation that is not paid from a bonus pool that is determined by satisfying a financial reporting measure performance goal.

A financial reporting measure is: (i) any measure that is determined and presented in accordance with the accounting principles used in preparing financial statements, or any measure derived wholly or in part from such measure, such as revenues, EBITDA, or net income and (ii) stock price and total shareholder return. Financial reporting measures

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include, but are not limited to: revenues; net income; operating income; profitability of one or more reportable segments; financial ratios (e.g., accounts receivable turnover and inventory turnover rates); net assets or net asset value per share; earnings before interest, taxes, depreciation and amortisation; funds from operations and adjusted funds from operations; liquidity measures (e.g., working capital, operating cash flow); return measures (e.g., return on invested capital, return on assets); earnings measures (e.g., earnings per share); sales per square foot or same store sales, where sales is subject to an accounting restatement; revenue per user, or average revenue per user, where revenue is subject to an accounting restatement; any of such financial reporting measures relative to a peer group, where the Company's financial reporting measure is subject to an accounting restatement; and tax basis income.

4 Clawback process

Polestar

4.1 Recoupment; accounting restatement

In the event that the Company is required to prepare an Accounting Restatement, the Compensation Committee must reasonably promptly require reimbursement or forfeiture of the Overpayment (as defined below) received by any Covered Executive (i) after beginning service as a Covered Executive, (ii) who served as a Covered Executive at any time during the performance period for the applicable Incentive-Based Compensation (as defined below), and (iii) during the three (3) completed fiscal years immediately preceding the date on which the Company is required to prepare an Accounting Restatement and any transition period (that results from a change in the Company's fiscal year) within or immediately following those three (3) completed fiscal years.

4.2 Overpayment: amount subject to recovery

The amount to be recovered will be the amount of Incentive-Based Compensation received that exceeds the amount of Incentive-Based Compensation that otherwise would have been received had it been determined based on the restated amounts, and must be computed without regard to any taxes paid (the "Overpayment"). Incentive-Based Compensation is deemed "received" in the Company's fiscal period during which the financial reporting measure specified in the incentive-based compensation award is attained, even if the vesting, payment or grant of the incentive-based compensation occurs after the end of that period.

For Incentive-Based Compensation based on stock price or total shareholder return, where the amount of erroneously awarded compensation is not subject to mathematical recalculation directly from the information in the Accounting Restatement, the amount must be based on a reasonable estimate of the effect of the Accounting Restatement on the stock price or total shareholder return upon which the Incentive-Based Compensation was received, and the Company must maintain documentation of the determination of that reasonable estimate and provide such documentation to the exchange on which the Company's securities are listed.

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4.3 Method of recoupment

The Compensation Committee will determine, in its sole discretion, the method or methods for recouping any Overpayment hereunder which may include, without limitation:

- · requiring reimbursement of cash Incentive-Based Compensation previously paid;
- seeking recovery of any gain realised on the vesting, exercise, settlement, sale, transfer, or other disposition of any equity-based awards granted as Incentive-Based Compensation;
- offsetting any or all of the Overpayment from any compensation otherwise owed by the Company to the Covered Executive;
- · cancelling outstanding vested or unvested equity awards; and/or
- taking any other remedial and recovery action permitted by law, as determined by the Compensation Committee.

4.4 Limitation on recovery – no additional payments

The right to recovery will be limited to Overpayments received during the three (3) completed fiscal years prior to the date on which the Company is required to prepare an Accounting Restatement and any transition period (that results from a change in the Company's fiscal year) within or immediately following those three (3) completed fiscal years. In no event must the Company be required to award Covered Executives an additional payment if the restated or accurate financial results would have resulted in a higher Incentive-Based Compensation payment.

4.5 No indemnification

The Company must not indemnify any Covered Executives against the loss of any incorrectly awarded Incentive-Based Compensation.

4.6 Other recoupment rights

The Company intends that this Policy will be applied to the fullest extent of the law. As regards to any employment or service agreement, cash-based bonus plan or program, equity award agreement, or similar agreement entered into on or after the adoption of this Policy with a Covered Executive, the Compensation Committee may require, as a condition to the grant of any benefit thereunder, that such Covered Executive agree to abide by the terms of this Policy. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company pursuant to the terms of any similar policy in any employment agreement, equity award agreement, cash-based bonus plan or program, or similar agreement and any other legal remedies available to the Company.

4.7 Impracticability

The Compensation Committee must recover any Overpayment in accordance with this Policy except to the extent that the Compensation Committee determines such recovery would be impracticable because:

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- (i) The direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered;
- (ii) Recovery would violate home country law of the Company where that law was adopted prior to November 28, 2022; or
- (iii) Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder

5.1 Administrator

This Policy is administered by the Compensation Committee. Any determinations made by the Compensation Committee are final and binding on all affected individuals.

5.2 Interpretation

The Compensation Committee is authorised to interpret and construe this Policy and to make all determinations necessary, appropriate, or advisable for the administration of this Policy. It is intended that this Policy be interpreted in a manner that is consistent with the requirements of Section 10D of the Exchange Act and the applicable rules or standards adopted by the Securities and Exchange Commission or any national securities exchange on which the Company's securities are listed.

5.3 Effective date

This Policy is effective as per the Effective Date indicated on the cover page and applies to Incentive-Based Compensation (including Incentive-Based Compensation granted pursuant to arrangements existing prior to the Effective Date). Notwithstanding the foregoing, this Policy only applies to Incentive-Based Compensation received (as determined pursuant to this Policy) on or after the effective date of Nasdaq Listing Rule 5608.

6 Violations of this Policy

If you notice any activity or conduct that may result in a violation of this Policy, report the issue promptly to your direct manager or your local HR representative. If that is not possible or you are not comfortable with this reporting procedure, you can also contact another manager, Legal, or send a report through <u>SpeakUp</u>. For more information about reporting, see the Speak Up Policy.

Failure to comply with this Policy could cause significant harm to Polestar and may lead to sanctions for the violating Employee(s), up to termination of employment and/or liability towards Polestar, as well as prosecution.

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7 Guidance and assistance

Guidance and assistance regarding this Policy should be sought, first and foremost, from your direct manager. Questions about this Policy may also be directed to <u>Legal</u> or the owner indicated on the cover page.

8 Definitions

Term	Definition
Accounting Restatement	Any occasion when the Company is required to prepare an accounting restatement of its financial statements due to the Company's material noncompliance with any financial reporting requirement under applicable laws, including (i) any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or (ii) that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.
Board	The Company's Board of Directors
Company	Polestar Automotive Holding UK PLC
Compensation Committee	Compensation Committee of the Board
Corporate Directive	A directive document adopted by Polestar's global Management Team, binding for all Employees globally. A Corporate Directive details the principles stated in a Corporate Policy, and/or describes how a specific subject matter or area is regulated at Polestar regarding global responsibility, process and organisational expectations.
Corporate Policy	A policy document adopted by Polestar's global Board of Directors, binding for all Employees globally.
Covered Executive	The Company's current and former executive officers (as determined by the Compensation Committee in accordance with Section 10D of the Exchange Act, the rules promulgated thereunder,

	the Nasdaq Listing Rule 5608 and such other senior executives or employees who may from time to time be deemed subject to this Policy by the Compensation Committee.
Employee	All Polestar employees, regardless of function, position or location, whether working full-time or part-time, under a permanent contract or on a temporary basis, including consultants and agency personnel who work at any Polestar premises or under the direction of Polestar (and who usually have a PDFID or a @polestar.com e- mail address), and the members of Polestar's Board of Directors.
Exchange Act	Securities Exchange Act of 1934, as amended
Overpayment	The amount of Incentive-Based Compensation received that exceeds the amount of Incentive-Based Compensation that otherwise would have been received had it been determined based on the restated amounts and must be computed without regard to any taxes paid

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