

SUPPLEMENTAL CONDITIONS XPENG LEASE

The language governing these Supplemental Conditions applicable to the General Terms and Conditions for the Private Lease Quality Mark is Dutch. In the event of a conflict between the English and the Dutch versions, the Dutch text will prevail in resolving questions with respect to interpretation of the provisions of these conditions.

These are the Supplemental Conditions for Axus Nederland N.V., trading as XPENG Lease. These Supplemental Conditions serve to be a supplement, explanation and further elaboration to the General Terms and Conditions for the Private Lease Quality Mark.

1 Definitions

The definitions in these Supplemental Conditions have the same meanings as those given to the definitions for the General Terms and Conditions for the Private Lease Quality Mark.

2 How can I reach XPENG Lease?

Emergency number

If you require urgent assistance due to damage or a breakdown, for instance, then you can contact us 24/7 by calling our emergency number: +31 (0)20 658 31 40.

Driver Care

You can contact the XPENG Lease Driver Care for non-emergency questions about the vehicle, maintenance, damage, insurance and the green card. XPENG Lease Driver Care can be reached on +31 (0)20 658 31 70, on working days between 8 a.m. and 5.30 p.m.

<u>Sales</u>

If you have a question about your lease agreement, or if you would like to inform us of a change of address, you can get in touch with the Sales Department on +31 (0)20 658 73 90 or sales@xpenglease.nl.

Complaints

XPENG Lease's aim is to provide the best possible service. We regard complaints as an opportunity to improve the quality of our services. If you are not satisfied with our service, we kindly request you to contact XPENG Lease.

If your complaint is not resolved to your satisfaction, then you can submit your complaint to the board of directors of XPENG Lease. XPENG Lease has a complaint procedure designed to ensure that your complaint is handled and settled as properly and as quickly as possible. This procedure is available on www.xpenglease.nl.

3 Where can I collect the vehicle from and what should I take with me?

This article is an elaboration of Article 8 of the General Terms and Conditions for the Private Lease Quality Mark.

You will receive a message from us as soon as we know where and when you can collect the vehicle. We only allow the vehicle to be collected by the person or persons with whom we have entered into a lease agreement. To be sure that the vehicle is being collected by the right person, you will always be asked to provide proof of identity. For this, you need to bring a valid identity document.



4 Is the registration certificate registered in your name or in XPENG Lease's name?

This article is an elaboration of Article 11 of the General Terms and Conditions for the Private Lease Quality Mark.

The vehicle will be registered in your name. The Registration of Names for Leasing Companies (Registratie Tenaamstelling Leasemaatschappijen) is used for this. This means that the vehicle is filed in the RDW (National Vehicle and Driving Licence Registration Authority) vehicle registration in your name, and it is recorded in a separate register that the vehicle is the property of XPENG Lease.

5 What is the purpose of the table that is in your lease?

There is a table in your lease agreement showing the lease prices applicable for various terms and annual mileage. The lease price listed in your lease agreement is reflected in the table by the number of kilometers per annum and the term you agreed with XPENG Lease.

Example table

| | | Private Lease price table including VAT | | | | | | |
|--------------------|---------|---|-------|-------|-------|-------|--|--|
| | | Lease term in months | | | | | | |
| Annual mileage | 12-23 | 24-35 | 36-47 | 48-59 | 60-71 | 72-84 | | |
| 0 till 10,000 | € 702 | € 602 | €516 | € 444 | €417 | €401 | | |
| 10,001 till 15,000 | € 769 | € 625 | € 509 | € 460 | € 434 | €415 | | |
| 15,001 till 20,000 | € 845 | € 645 | € 528 | € 478 | € 451 | €431 | | |
| 20,001 till 25,000 | € 944 | € 663 | € 545 | € 495 | € 467 | € 447 | | |
| 25,001 till 30,000 | € 1,035 | € 685 | € 566 | € 515 | € 484 | € 466 | | |
| 30,001 till 35,000 | € 1,067 | €713 | € 591 | € 539 | €511 | € 486 | | |
| 35,001 till 40,000 | € 1,099 | €742 | € 621 | € 560 | € 529 | € 501 | | |

Notes to the example table

Let's say you opted for a 48-month term with 15,000 kilometers per annum at the start of the lease. The example table above shows that the corresponding monthly lease price is € 460 (the green box in the table). That is the lease price that is stated in your lease agreement. All lease prices listed in the table will change if XPENG Lease increases the lease price pursuant to Article 14 of the General Terms and Conditions of Keurmerk Private Lease.

If, during or after the lease expires, it turns out that you have driven more or fewer kilometers (on average per year) than the agreed kilometers per annum, the lease price may be adjusted based on the table. This is elaborated in greater detail in Article 6 of these Supplemental Conditions. The table is also used to determine the cancellation fee as stipulated in Article 22 of these Supplemental Conditions.



6 How are additional or fewer kilometers settled?

This article is an elaboration of Article 15 of the General Terms and Conditions for the Private Lease Seal of Approval.

After each one-year lease period and at the end of the lease, XPENG Lease determines how many kilometers you have driven.

If, during or after the expiry of the lease, it turns out that you have driven more kilometers (on average per year) than the agreed number of annual kilometers, the lease price will be adjusted if that higher number of kilometers corresponds to a higher lease price according to the table. In that case the amended lease price applies retrospectively from the commencement of the lease. XPENG Lease will then invoice you for the difference between the old and the adjusted lease price.

If, after the expiry of the lease, it turns out that you have driven more kilometers (on average per year) than the highest number of annual kilometers shown in the table, the lease price will be adjusted to that higher lease price that corresponds to the highest number of kilometers according to the table. XPENG Lease will also charge you for the additional kilometers. That amount is calculated by multiplying the number of additional kilometers above the highest number of kilometers listed in the table by the additional kilometer price mentioned in your lease agreement.

If, after the expiry of the lease, it turns out that you have driven fewer kilometers (on average per year) than the agreed number of annual kilometers, the lease price will be adjusted if that fewer number of kilometers corresponds to a lower lease price according to the table. In that case the amended lease price applies retrospectively from the commencement of the lease. You will then be entitled to a refund of the difference between the old and adjusted lease price. You will be paid that amount at the end of the lease period, or it will be settled against the amount that you still owe XPENG Lease.

Example tables and example calculations

Calculation example 1 Additional kilometers in the table

| | Private Lease price table including VAT | | | | | | |
|--------------------|---|----------------------|-------|-------|-------|-------|--|
| | | Lease term in months | | | | | |
| Annual mileage | 12-23 | 24-35 | 36-47 | 48-59 | 60-71 | 72-84 | |
| 0 till 10,000 | € 702 | € 602 | €516 | € 444 | €417 | € 401 | |
| 10,001 till 15,000 | € 769 | € 625 | € 509 | € 460 | € 434 | €415 | |
| 15,001 till 20,000 | € 845 | € 645 | € 528 | € 478 | € 451 | €431 | |
| 20,001 till 25,000 | € 944 | € 663 | € 545 | € 495 | € 467 | € 447 | |
| 25,001 till 30,000 | € 1,035 | € 685 | € 566 | €515 | € 484 | € 466 | |
| 30,001 till 35,000 | € 1,067 | €713 | € 591 | € 539 | €511 | € 486 | |
| 35,001 till 40,000 | € 1,099 | € 742 | € 621 | € 560 | € 529 | € 501 | |

Your lease is agreed for a term of 60 months combined with 15,000 kilometers per year. The monthly lease price is € 434 (the green box in the table). The first (annual) mileage statement shows that you drove 18,000 kilometers per annum. For that number of kilometers per annum, the monthly lease price is € 451 (the yellow box in the table) and that lease price becomes the new lease price.



The amended lease price for more kilometers travelled always applies retrospectively from the commencement of the lease. In the process, the difference between the new adjusted lease price and the old lease price will be charged.

In this example, the calculation is as follows:

- The difference between the new adjusted lease price and the old lease price is € 17 (€ 451 € 434).
- € 17 multiplied by the expired term of 12 months is € 204.

In this calculation example, € 204 is charged for the extra kilometers travelled.

<u>Calculation example 2 Additional kilometers not included in the table</u>

| | Private Lease price table including VAT | | | | | | |
|--------------------|---|----------------------|-------|-------|-------|-------|--|
| | | Lease term in months | | | | | |
| Annual mileage | 12-23 | 24-35 | 36-47 | 48-59 | 60-71 | 72-84 | |
| 0 till 10,000 | € 702 | € 602 | €516 | € 444 | €417 | €401 | |
| 10,001 till 15,000 | € 769 | € 625 | € 509 | € 460 | € 434 | €415 | |
| 15,001 till 20,000 | € 845 | € 645 | € 528 | € 478 | € 451 | €431 | |
| 20,001 till 25,000 | € 944 | € 663 | € 545 | € 495 | € 467 | € 447 | |
| 25,001 till 30,000 | € 1,035 | € 685 | € 566 | € 515 | € 484 | € 466 | |
| 30,001 till 35,000 | € 1,067 | €713 | € 591 | € 539 | €511 | € 486 | |
| 35,001 till 40,000 | € 1,099 | €742 | € 621 | € 560 | € 529 | € 501 | |

Your lease has been agreed for a term of 60 months combined with 15,000 kilometers per year and an additional kilometer rate of \in 0,10, The monthly lease price is \in 434 (the green box in the table). The first (annual) mileage statement shows that you drove 45,000 kilometers per annum. For that number of kilometers per annum, the monthly lease price is \in 529 for up to and including 40,000 (the yellow box in the table).

The amended lease price for more kilometers travelled always applies retrospectively from the commencement of the lease. In the process, the difference between the new adjusted lease price and the old lease price will be charged. In the table, a maximum of 40,000 kilometers per year can be agreed on, however, in reality 45,000 kilometers were driven. This difference, 5,000 kilometers, is charged separately based on the additional kilometer rate.

In this example, the calculation is as follows:

- The difference between the new adjusted lease price and the old lease price is € 95 (€ 529 € 434).
- € 95 multiplied by the expired term of 12 months is € 1,140.
- The number of additional kilometers outside the table multiplied by the additional kilometer rate is € 500 (5,000 km x € 0.10).

In this calculation example, \in 1,640 (\in 1,140 + \in 500) is charged for the extra kilometers travelled.



Calculation example 3 Fewer kilometers

| | | Private Lease price table including VAT | | | | | | |
|--------------------|---------|---|-------|-------|-------|-------|--|--|
| | | Lease term in months | | | | | | |
| Annual mileage | 12-23 | 24-35 | 36-47 | 48-59 | 60-71 | 72-84 | | |
| 0 till 10,000 | € 702 | € 602 | €516 | € 444 | €417 | € 401 | | |
| 10,001 till 15,000 | € 769 | € 625 | € 509 | € 460 | € 434 | €415 | | |
| 15,001 till 20,000 | € 845 | € 645 | € 528 | € 478 | € 451 | € 431 | | |
| 20,001 till 25,000 | € 944 | € 663 | € 545 | € 495 | € 467 | € 447 | | |
| 25,001 till 30,000 | € 1,035 | € 685 | € 566 | € 515 | € 484 | € 466 | | |
| 30,001 till 35,000 | € 1,067 | €713 | € 591 | € 539 | €511 | € 486 | | |
| 35,001 till 40,000 | € 1,099 | €742 | € 621 | € 560 | € 529 | € 501 | | |

Your lease is agreed for a term of 60 months combined with 15,000 kilometers per year. The monthly lease price is € 434 (the green box in the table). At the end of the lease, it turns out that you have driven 9,500 kilometers per year. For that number of kilometers per annum, the monthly lease price is € 417 (the yellow box in the table).

The amended lease price for fewer kilometers travelled always applies retrospectively from the commencement of the lease. In the process, you will be reimbursed for the difference between the new adjusted lease price and the old lease price.

In this example, the calculation is as follows:

- The difference between the new adjusted lease price and the old lease price is € 17 (€ 434 € 417).
- € 17 multiplied by the expired term of 60 months is € 1,020.

In this calculation example, the reimbursement for fewer kilometers travelled is € 1,020.

7 Will the vehicle be fitted with winter tyres?

Winter tyres are optional. The vehicle will only be fitted with winter tyres if you choose this option. In that case, the following winter tyres arrangement applies:

- I. You are entitled to use one set of new winter tyres (4 tyres) for the duration of the lease period. The size of the winter tyres is the size of the so-called 'first fit' tyres, i.e. the size of the tyres that the car was fitted with ex factory. The speed specification of winter tyres may be one category lower than that of summer tyres.
- II. The winter tyres are fitted on the existing rims. A garage that we have selected will do the winter tyre swap and will store the extra set of tyres. You are not entitled to a replacement vehicle while the winter tyres are being swapped.
- III. You must ensure that the winter tyres are swapped in good time. Swapping the tyres from summer to winter tyres must take place each year in the period from October to the end of November. Swapping the tyres from winter to summer tyres must take place each year in the period from March to the end of April.



- IV. You also need to ensure that the winter tyres are exchanged if the profile is reduced to less than 4 millimetres. In that case, you are entitled to replacement winter tyres. For this, XPENG Lease may use its free stock of winter tyres.
- V. Replacement vehicles, where applicable, will not come with winter tyres, nor will winter tyres be fitted on the vehicle.
- VI. Damage and costs due to not swapping the winter tyres in time, or allowing a garage other than the one we have selected to swap the tyres, are for your account.

8 What are the payment terms?

This article is an elaboration of Article 20 of the General Terms and Conditions for the Private Lease Quality Mark.

The lease price and all other amounts that you owe XPENG Lease are deducted from your account via a direct debit. For this, you need to provide XPENG Lease with a direct debit authorisation.

The lease price is owed monthly in advance on the first day of that month. All the other amounts that you owe XPENG Lease are invoiced in arrears with a 14-day payment term and are deducted from your account automatically on or around the fifteenth of the month.

9 Where can I find the regulation for third-party liability?

This article is an elaboration of Article 25 of the General Terms and Conditions for the Private Lease Quality Mark.

The regulation for third-party liability can be found in the XPENG Lease Insurance Policy Conditions for Private Lease that you received from us when entering into the lease agreement. You can also find these terms and conditions at www.xpenglease.nl.

10 What is the arrangement for Material Damage?

This article is an elaboration of Article 25 of the General Terms and Conditions for the Private Lease Quality Mark.

The arrangement for material damage is as follows:

I. <u>Definition of Material damage</u>

Material damage is damage caused to or loss of the Lease Object (including the windows and doors) because of or due to:

- a. collision, impact, rolling, skidding, driving off the road, fire, explosion, self-ignition or short circuit;
- b. theft, embezzlement, break-in, vandalism, joyriding or attempts to that end;
- c. collision with wild animals, birds or freely roaming animals;
- d. natural forces, including lightning strike, flooding, hail and storms; or
- e. other sudden calamities caused by external influences.

II. Material damage at the expense and risk of XPENG Lease

In the case of material damage, you will be required to pay a policy excess (or "deductible") to XPENG Lease and further damages are for the expense of XPENG Lease. The amount of this policy excess (or "deductible") is mentioned in the lease contract. Any amounts of policy excess (or "deductible") will be returned to you in the case that XPENG Lease can successfully claim material damage from a third-party.



III. Material damage at and for your expense and risk

In deviation of part II of this article (Material damage at the expense and risk of XPENG Lease), material damage will be for your expense and risk if:

- a. it is caused during participation in competitions, driving lessons or speed, skill or performance drives or races:
- b. it is caused while giving driving lessons, during the transport of persons in exchange for payment (with the exception of carpooling), driving on race circuits or on roads that are not intended for the Lease Object:
- c. it is caused by the transport of hazardous substances or explosives;
- d. it is caused by a driver who is not in possession of a valid driving licence that is legally prescribed for the Lease Object;
- e. it is caused while the actual driver (i) was under the influence of alcohol, any intoxicating and / or stimulating substance or medication that he could not be considered capable of driving the vehicle properly, (ii) had drunk more alcohol than permitted by law and / or (iii) refused to cooperate in an alcohol or drug test upon arrest;
- f. it is caused by actions or omissions in violation of the applicable legislation and regulations, the Lease Contract or these general terms and conditions; and/or
- g. has arisen with your approval of or due to your intent (opzet), culpability (schuld), recklessness (bewuste roekeloosheid), negligence (nalatigheid) or negligent conduct (onzorgvuldig handelen).

The section a. up to and including g. do not apply if you can prove that the relevant circumstances have occurred against your will and knowledge and that those circumstances cannot reasonably be attributed to you.

IV. Replacement of a tyre

In the case material damage involves the replacement of a tyre, the amount of the damage will be calculated pro-rated to the residual profile of the tyre. The residual profile is the difference between the depth of tyre profile upon replacement and the legally prescribed minimum depth of the tyre.

V. Theft

In the case of theft, the material damages will be for your expense and risk if the vehicle was not properly locked and/or the keys were not properly kept in your possession and/or if the alarm system (when installed) was not activated. In the case of theft, you are required to provide the vehicle keys to XPENG Lease upon our request. If you do not or cannot comply with our request, it will be presumed that the material damage has been caused by negligent actions on your part, subject to proof to the contrary.

11. Do I have to pay a policy excess (also called a "deductible") for third-party liability or material damage cover?

This article is a derogation from Article 26 of the General Terms and Conditions for the Private Lease Quality Mark.

For third-party damages there is no policy excess (deductible). For material damage there is a policy excess (deductible), as determined in article 9 part II (Material damage at the expense and risk of XPENG Lease) of these Supplemental Conditions.

12. Can the policy excess (deductible) for material damage be increased?

This article is an elaboration of Article 26 of the General Terms and Conditions for the Private Lease Quality Mark.

Yes, if you have more than two claims in a 12-month period XPENG Lease is entitled to increase the policy excess (deductible) for material damage to up to € 500.- for the rest of the lease period.



13. Do other insurances apply?

This article is an elaboration of Article 27 of the General Terms and Conditions for the Private Lease Quality Mark.

Yes, besides third-party liability insurance, there is also passenger accident insurance and legal assistance insurance. The Insurance Policy Conditions for Private Lease that you received from us when entering into this lease agreement also apply to these insurances. These policy conditions define among other things what is meant by 'passenger accident insurance' and 'legal assistance insurance', and which conditions apply to the coverage.

14. What should I do if I have a third-party liability claim or material damage?

This article is an elaboration of Article 28 of the General Terms and Conditions for the Private Lease Quality Mark.

If you have a third-party liability claim or material damage, you should inform XPENG Lease by phone as soon as is reasonably possible. You must also ensure that XPENG Lease has received a fully completed European damage form from you within 48 hours.

In the case of theft, embezzlement, joy-riding or fraud or attempts to that end, you are required to report this to the police in order to draw up a police report.

You must refrain from making any commitments or statements towards any third parties, from which a recognition of liability on the side of XPENG Lease could be derived.

15. What conditions apply to the emergency service?

This article is an elaboration of Articles 29 and 42 of the General Terms and Conditions for the Private Lease Quality Mark.

The conditions for break-down assistance are as follows:

I. Availability

Break-down assistance applies within the Netherlands (with the exception of the islands of Vlieland and Schiermonnikoog) 7 days a week and 24 hours a day (with the exception of the islands of the islands of Ameland and Terschelling, where break-down assistance is available from Monday to Saturday from 8:00 until 18.00 hours).

Abroad, the break-down assistance is available 7 days a week, 24 hours per day in the countries where the vehicle may be taken in accordance with article 15 of these Supplemental Conditions (with the exception of islands, deviating conditions may apply).

II. Services

Dependent on the conditions of the case, the break-down assistance consists of one or more of the following:

- a. Telephone assistance and the initial processing of your report of the breakdown or accident by the control room.
- b. Assistance on the spot.
- c. If the vehicle cannot be repaired on the spot or if the car cannot be driven or it is irresponsible to do so, then the following applies:
 - Transport of the vehicle to a garage;
 - Repatriation of the vehicle to a garage in the Netherlands (if break-down occurs abroad), if the repair takes longer than 48 hours;
 - Replacement vehicle.



III. Costs of break-down assistance that are for your expense and risk

The expenses incurred for break-down assistance are for your expense and risk if you call on the break-down assistance and the break-down is caused by your own doing. This is in any event the case if:

- a. you get stranded because your tank is empty;
- b. you filled up with the wrong fuel; or
- c. you lose the keys or you leave them in the vehicle.

16. Which countries are you allowed to take the vehicle to?

This article is an elaboration of Article 32 of the General Terms and Conditions for the Private Lease Quality Mark.

The vehicle is allowed to enter the countries mentioned below, unless the Ministry of Foreign Affairs has issued a negative travel warning for a country or part of a country.

· Albania Germany Norway · Andorra · Greece · Poland · Austria ·Hungary · Portugal · Belgium · Ireland ·Romania · Bosnia Herzegovina · Italy · Slovak Republic · Latvia · Slovenia · Bulgaria · Croatia ·Lithuania · Spain \cdot Sweden · Cyprus ·Luxembourg · Switzerland · Czech Republic · Macedonia · The Netherlands · Denmark · Malta · Estonia · Moldavia · Turkey · Finland · United Kingdom Montenegro

· Morocco

17 Is a 17-year old person allowed to drive a car in line with accompanied driving ("2todrive")?

This article is a clarification of article 32 of the General Terms and Conditions for the Private Lease Quality Mark.

Yes, this is allowed.

France

18. Am I entitled to a replacement vehicle before 72 hours have passed?

This article is a derogation from Article 39 of the General Terms and Conditions for the Private Lease Quality Mark.

Yes, you will be provided with a replacement vehicle free of charge after the repair or maintenance period exceeds 48 hours. If you make use of a replacement vehicle before that time, you will be invoiced for the first 48 hours you have used such replacement transport. The costs after such 48 hours are for the account of XPENG Lease.

19. What will the minimum category of the replacement vehicle be?

This article is a derogation from Article 41 of the General Terms and Conditions for the Private Lease Quality Mark.

The lease contract states which category your replacement vehicle will be.



20. How are fines, administrative tax assessments for parking and such handled?

This article is an elaboration of Article 44 of the General Terms and Conditions for the Private Lease Quality Mark.

Any fines and administrative tax assessments for parking and so on are imposed on and sent directly to you because the vehicle is registered in your name. If XPENG Lease receives a fine, parking fine or something similar despite this, you will be invoiced for it.

21 To which address should I send a termination letter?

This article is an elaboration of Article 46 of the General Terms and Conditions for the Private Lease Quality Mark.

You can send a termination letter to the following address: XPENG Lease Attn The Contracts Department P.O. Box 703 2130 AS Hoofddorp

If you entered into the lease agreement by e-mail or online, you can also terminate the lease agreement by sending the termination letter by e-mail to info@xpenglease.nl.

How is the level of the cancellation fee determined if the lease is terminated after the first year?This article is an elaboration of Article 47 of the General Terms and Conditions for the Private Lease Quality Mark.

The cancellation fee depends on the actual length of the lease period. This is because the cancellation fee is the difference between:

- I. the combined monthly lease instalments you have paid and are due to pay up to the time of cancellation;
- II. the combined (higher) monthly lease payments that correspond to the actual shorter duration of the lease period according to the table, which you would have had to pay up to that point if you had entered into the lease for the shorter duration from the start.

Example calculation based on a shorter term

| | Private Lease price table including VAT | | | | | | |
|--------------------|---|----------------------|-------|-------|-------|-------|--|
| | | Lease term in months | | | | | |
| Annual mileage | 12-23 | 24-35 | 36-47 | 48-59 | 60-71 | 72-84 | |
| 0 till 10,000 | € 702 | € 602 | €516 | € 444 | €417 | € 401 | |
| 10,001 till 15,000 | € 769 | € 625 | € 509 | € 460 | € 434 | €415 | |
| 15,001 till 20,000 | € 845 | € 645 | € 528 | € 478 | €451 | € 431 | |
| 20,001 till 25,000 | € 944 | € 663 | € 545 | € 495 | € 467 | € 447 | |
| 25,001 till 30,000 | € 1,035 | € 685 | € 566 | € 515 | € 484 | € 466 | |
| 30,001 till 35,000 | € 1,067 | €713 | € 591 | € 539 | €511 | € 486 | |
| 35,001 till 40,000 | € 1,099 | €742 | € 621 | € 560 | € 529 | € 501 | |

Your lease is agreed for a term of 60 months combined with 15,000 kilometers per year. The monthly lease price is € 434 (the green box in the table). Suppose you want to terminate the lease after exactly 36 months, then this would involve a monthly lease price of € 509 (the yellow box in the table) for 15,000 kilometers per year.



The amended lease price due to the fact that you are handing in the car earlier always applies retrospectively from the commencement of the lease. In the process, the difference between the new adjusted lease price and the old lease price will be charged.

In this example, the calculation is as follows:

- The difference between the new adjusted lease price and the old lease price is € 75 (€ 509 € 434).
- € 75 multiplied by the expired term of 36 months is € 2,700.

In this calculation example, the cancellation fee is € 2,700.

If, on cancellation of the lease agreement, it turns out that you have driven more or fewer kilometers (on average per year) than the agreed kilometers per annum, the lease price is adjusted for the calculation of the cancellation fee based on the table, not only to correspond to the actual shorter duration of the lease period, but also (as explained in Article 6 of these Supplemental Conditions) to the number of kilometers actually travelled.

Example calculation based on a shorter term with additional kilometers within the table

| | Private Lease price table including VAT | | | | | | |
|--------------------|---|----------------------|-------|-------|-------|-------|--|
| | | Lease term in months | | | | | |
| Annual mileage | 12-23 | 24-35 | 36-47 | 48-59 | 60-71 | 72-84 | |
| 0 till 10,000 | € 702 | € 602 | €516 | € 444 | €417 | € 401 | |
| 10,001 till 15,000 | € 769 | € 625 | € 509 | € 460 | € 434 | € 415 | |
| 15,001 till 20,000 | € 845 | € 645 | € 528 | € 478 | € 451 | € 431 | |
| 20,001 till 25,000 | € 944 | € 663 | € 545 | € 495 | € 467 | € 447 | |
| 25,001 till 30,000 | € 1,035 | € 685 | € 566 | € 515 | € 484 | € 466 | |
| 30,001 till 35,000 | € 1,067 | €713 | € 591 | € 539 | €511 | € 486 | |
| 35,001 till 40,000 | € 1,099 | € 742 | € 621 | € 560 | € 529 | € 501 | |

Your lease is agreed for a term of 60 months combined with 15,000 kilometers per year. The monthly lease price is € 434 (the green box in the table). Suppose you want to terminate the lease after exactly 48 months, then this would involve a monthly lease price of € 460 (the blue box in the table) for 15,000 kilometers per year. However, you did not drive 15,000 kilometers; instead you drove 17,000 kilometers a year. For that number of kilometers per annum, the monthly lease price is € 478 (the yellow box in the matrix).

The amended lease price due to the fact that you are handing in the car earlier always applies retrospectively from the commencement of the lease. In the process, the difference between the new adjusted lease price and the old lease price will be charged.

In this example, the calculation is as follows:

- The difference between the new adjusted lease price and the old lease price is € 44 (€ 478 € 434).
- € 44 multiplied by the expired term of 48 months is € 2,112.

In this calculation example, the cancellation fee including the settlement of the additional kilometers is € 2,112.



Example calculation based on a shorter term with additional kilometers outside the table

| | | Private Lease price table including VAT | | | | | | |
|--------------------|---------|---|-------|-------|-------|-------|--|--|
| | | Lease term in months | | | | | | |
| Annual mileage | 12-23 | 24-35 | 36-47 | 48-59 | 60-71 | 72-84 | | |
| 0 till 10,000 | € 702 | € 602 | €516 | € 444 | €417 | €401 | | |
| 10,001 till 15,000 | € 769 | € 625 | € 509 | € 460 | € 434 | €415 | | |
| 15,001 till 20,000 | € 845 | € 645 | € 528 | € 478 | € 451 | €431 | | |
| 20,001 till 25,000 | € 944 | € 663 | € 545 | € 495 | € 467 | € 447 | | |
| 25,001 till 30,000 | € 1,035 | € 685 | € 566 | € 515 | € 484 | € 466 | | |
| 30,001 till 35,000 | € 1,067 | €713 | € 591 | € 539 | €511 | € 486 | | |
| 35,001 till 40,000 | € 1,099 | €742 | € 621 | € 560 | € 529 | € 501 | | |

Your lease has been agreed for a term of 60 months combined with 30,000 kilometers per year and an additional kilometer rate of € 0,10, The monthly lease price is € 484 (the green box in the table). Suppose you want to terminate the lease agreement after exactly 48 months, then this would involve a monthly lease price of € 515 (the blue box in the table) for 30,000 kilometers per year. However, you did not drive 30,000 kilometers, instead you drove 45,000 kilometers a year. For that number of kilometers per annum, the monthly lease price is € 560 (the yellow box in the matrix). In the table, a maximum of 40,000 kilometers per year can be agreed on. However, in reality 45,000 kilometers per annum were driven. This difference, 5,000 kilometers per year and 20,000 kilometers over the actual 48-month term, is charged separately based on the additional kilometer rate as stated on your lease.

The amended lease price due to the fact that you are handing in the car earlier always applies retrospectively from the commencement of the lease. In the process, the difference between the new adjusted lease price and the old lease price will be charged.

In this example, the calculation is as follows:

- The difference between the new adjusted lease price and the old lease price is € 76 (€ 560 € 484).
- € 76 multiplied by the expired term of 48 months is € 3,648.
- The number of additional kilometers outside the table multiplied by the additional kilometer rate is € 2,000 (20,000 km x € 0.10).

In this calculation example, the cancellation fee including the settlement of the additional kilometers is $\mathbf{\xi}$ 5,648 ($\mathbf{\xi}$ 3,648 + $\mathbf{\xi}$ 2,000).



Example calculation based on a shorter term with fewer kilometers

| | | Private Lease price table including VAT | | | | | | |
|--------------------|---------|---|-------|-------|-------|-------|--|--|
| | | Lease term in months | | | | | | |
| Annual mileage | 12-23 | 24-35 | 36-47 | 48-59 | 60-71 | 72-84 | | |
| 0 till 10,000 | € 702 | € 602 | €516 | € 444 | €417 | €401 | | |
| 10,001 till 15,000 | € 769 | € 625 | € 509 | € 460 | € 434 | €415 | | |
| 15,001 till 20,000 | € 845 | € 645 | € 528 | € 478 | € 451 | €431 | | |
| 20,001 till 25,000 | € 944 | € 663 | € 545 | € 495 | € 467 | € 447 | | |
| 25,001 till 30,000 | € 1,035 | € 685 | € 566 | € 515 | € 484 | € 466 | | |
| 30,001 till 35,000 | € 1,067 | €713 | € 591 | € 539 | € 511 | € 486 | | |
| 35,001 till 40,000 | € 1,099 | €742 | € 621 | € 560 | € 529 | € 501 | | |

Your lease is agreed for a term of 60 months combined with 15,000 kilometers per year. The monthly lease price is \in 434 (the green box in the table). Suppose you want to terminate the lease after exactly 48 months, then this would involve a monthly lease price of \in 460 (the blue box in the table) for 15,000 kilometers per year. However, you did not drive 15,000 kilometers, instead you drove 9,500 kilometers a year. For that number of kilometers per annum, the monthly lease price is \in 444 (the yellow box in the matrix).

The amended lease price due to the fact that you are handing in the car earlier always applies retrospectively from the commencement of the lease. In the process, the difference between the new adjusted lease price and the old lease price will be charged.

In this example, the calculation is as follows:

- The difference between the new adjusted lease price and the old lease price is € 10 (€ 444 € 434).
- € 10 multiplied by the expired term of 48 months is € 480.

In this calculation example, the cancellation fee including the settlement of the fewer kilometers is € 480.



23 Is it possible to terminate this lease agreement at no cost?

This article is an elaboration of article 46 of the General Terms and Conditions of the Private Lease Quality Mark.

- a. In the following cases you can terminate the lease agreement:
 - I. Forced dismissal which is not your own fault in the case of an employment contract for an indefinite period.
 - II. 80% or more incapacity for work.
 - III. Divorce.
 - IV. Dissolution of a registered partnership.
 - V. If you are no longer capable of driving your vehicle because of loss of your driving license due to a medical reason or permanent disability.

In the cases I. to IV. you must provide us with convincing evidence that such event has occurred and that you therefore can no longer pay the lease price. If the situation under V. occurs, we require a statement from a doctor or specialist that you are no longer physically able to drive a vehicle or a statement from the municipality or RDW that your driver's license has been revoked due to that reason.

- b. The following conditions also apply:
 - You have fulfilled all obligations under this agreement.
 - You have returned the car in accordance with the provisions of this agreement.
 - A possible recalculation can still take place if the number of kilometers driven deviates from what we had agreed.
 - We may still invoice you policy excess (or "deductible") for any damages to the car.

24. What do we do with your personal data?

This article is an elaboration of Article 65 of the General Terms and Conditions for the Private Lease Quality Mark.

In the context of the performance of the lease agreement, XPENG Lease, as the data controller, processes your personal data. XPENG Lease processes this personal data in accordance with the General Data Protection Regulation and the XPENG Lease privacy statement, which can be consulted at our website.

XPENG Lease

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