

General Terms and Conditions Zakelijk Leasen

This translation is furnished for the customer's convenience only. The original Dutch text, which will be sent upon request, will be binding and shall prevail in case of any variance between the Dutch text and the English translation.

1 Definitions

In these general terms and conditions the following terms, both in the singular and in the plural, always designated with capital letters, are defined as follows:

<i>Accessories</i>	All items and documents associated with the Lease Object that are provided to the Lessee, such as the original keys, registration documents, Green Card, maintenance books, accessories stated in the Lease Contract, code cards and codes of equipment and accessories.
<i>Annual Mileage</i>	The expected number of kilometres that will be driven with the Lease Object each year.
<i>Article</i>	An article in these general terms and conditions.
<i>Contract Duration</i>	The period agreed in the Lease Contract within which the Lessee is entitled to use the Lease Object.
<i>Driver</i>	The natural person who is specified in the Lease Contract as the regular driver of the Lease Object.
<i>Fine</i>	A monetary sanction or levy that is imposed upon XPENG Lease because of an infringement of traffic regulations and other legislation or regulations, or for an offence committed during the Usage Period with the Lease Object or Replacement Vehicle.
<i>Green Card</i>	The international motor vehicle insurance card.
<i>Insurance Conditions</i>	The conditions for the third-party insurance for the Leased Object and any additional insurance.
<i>Lease Contract</i>	The operational lease contract on the basis of which XPENG Lease makes a Lease Object in its possession available to the Lessee in exchange for payment of the Lease
<i>Lease Object</i>	The object specified in the Lease Contract that XPENG Lease makes available to the Lessee, including the Accessories.
<i>Lease Price</i>	The monthly lease price agreed in the Lease Contract.
<i>Lessee</i>	The natural person acting in the exercise of his business/profession who, or the legal entity which enters into or has entered into a Lease Contract with XPENG Lease.
<i>New Parameters</i>	The parameters on the basis of which XPENG Lease – if the term/mileage combination deviates more than 10% from what has been agreed in the Lease Contract – can recalculate the Lease Price. XPENG Lease does this on the basis of the actual use and the residual value of the Lease Object, taking into account various factors, including the costs for the use of the Lease Object, the depreciation of the Lease Object, the maintenance costs of the Lease Object, the financing costs, the difference in the expected residual value of the Lease Object at the end of the Lease Contract and the percentage of exceeding kilometres and/or duration

<i>Over- and/or Undermileage (in km)</i>	The difference between the actual number of kilometres driven with the Lease Object and a Replacement Vehicle, where applicable, and the Total Mileage. If the Usage Period is not equal to the Contract Duration, the Total Mileage will be adjusted by XPENG Lease in proportion to the Usage Period for the establishment of the Over- and Undermileage.
<i>Over- and/or Undermileage Price</i>	The price for Over- and Undermileage, as stated in the Lease Contract.
<i>Over- and/or Undermileage Remuneration</i>	The remuneration for Over- and Undermileage that is calculated by XPENG Lease by multiplying the Over- and Undermileage by the Over- and Undermileage Price.
<i>Replacement Vehicle</i>	A vehicle that XPENG Lease provides to the Lessee in replacement of the Lease Object.
<i>Return Manual</i>	The document describing what will be considered as “regular wear and tear traces” due to usage upon return of the Lease Object.
<i>Return Report</i>	The document that is drawn up on the return of the Lease Object and in which the mileage and the condition of the Lease Object on return is bindingly specified.
<i>Total Mileage</i>	The expected number of kilometres that will be driven with the Lease Object during the Contract Duration. The Total Mileage is calculated on the basis of the Contract Duration and the Annual Mileage.
<i>Usage Period</i>	The period from the time at which the Lessee takes the Lease Object into use until the time at which the Lease Object is returned to XPENG Lease in the manner described in Article 18 or the moment the Lease Contract terminates under Articles 17.2 or 17.3.
<i>XPENG Lease</i>	Axus Nederland N.V., trading under the name XPENG Lease.

2 General

- 2.1 These general terms and conditions are applicable to all offers, quotations, rental contracts and Lease Contracts between the Lessee and XPENG Lease, as well as to all obligations and (legal) actions arising from these. The applicability of purchase conditions or other conditions of the Lessee is expressly excluded.
- 2.2 Deviations from and additions to the Lease Contract are only valid if these are agreed between XPENG Lease and the Lessee in writing, subject to the provisions of Article 2.5.
- 2.3 If XPENG Lease has not or has not fully exercised one or more rights accruing to it under the provisions of these general terms and conditions, the Lessee cannot derive any rights from this for the future.
- 2.4 If a provision or a part of a provision of these general terms and conditions is invalid or is invalidated, the other provisions of the remaining part of the provision of these general terms and conditions will remain in full force. In that case the Lessee and XPENG Lease will consult each other with the aim of agreeing on new provisions to replace the invalid or invalidated provisions, whereby Parties shall agree on a replacement that approaches the original aim and the scope of the invalid or invalidated provisions.
- 2.5 XPENG Lease is entitled to unilaterally amend these general terms and conditions. XPENG Lease is obliged to inform the Lessee of the amendments in writing before they enter into force.

3 Delivery of the Lease Object and commencement of the Contract Duration

- 3.1 A delivery date stated by or on behalf of XPENG Lease is indicative. Such a period is not a firm date (deadline) and exceedance thereof does not give the Lessee entitlement to compensation or termination of the Lease Contract. XPENG Lease is entitled to unilaterally specify a date after which one or more Lease Object(s) will not be delivered in the calendar year in question. Delivery will then take place as soon as possible in the following calendar year.

- 3.2 Once the Lease Object is ready for delivery the Lessee will be informed of where and when the Lessee can pick up the Lease Object.
- 3.3 The Contract Duration begins on the day on which the Lessee commences use of the Lease Object. In exception to this it applies that, in the event that the Lessee does not take the Lease Object into use, the Contract Duration begins five (5) working days after the day on which the Lessee is informed by XPENG Lease that the Lessee can commence use of the Lease Object.
- 3.4 If the Lessee does not take delivery of the Lease Object (in time), the cancellation costs will be borne by the Lessee.
- 3.5 Upon delivery of the Lease Object the Lessee, or the Driver on behalf of the Lessee, will sign an acknowledgement of receipt. Unless shown otherwise by the acknowledgement of receipt, it applies that the Lease Object is free from delivery and in good condition upon delivery and is in accordance with the Lease Contract.
- 3.6 If the Lease Object can no longer be delivered or is temporarily unavailable for delivery, XPENG Lease is entitled to terminate the Lease Contract without being liable to pay the Lessee any compensation.
- 3.7 Changes made by the manufacturer to the specifications of the Lease Object do not give the Lessee the entitlement to terminate the Lease Contract or to refuse delivery of the Lease Object.

4 Lease Price

- 4.1 The Lease Price is established on the basis of the Contract Duration, the Annual Mileage and the lease components that are included in the Lease Price. It is specified in the Lease Contract which of the following components are included in the Lease Price:
 - a. Depreciation
 - b. Interest
 - c. Administration costs
 - d. Road Tax Motor vehicle tax
 - e. Motor Vehicle Insurance Liability Act (TPL) insurance and bodywork damage arrangement
 - f. Additional insurance, as described in Article 12.1
 - g. Breakdown and accident assistance
 - h. Repairs and maintenance
 - i. Winter tyres
 - j. Replacement transport
 - k. Fuel and/or electricity prepayment
- 4.2 All costs that are not included in the Lease Price under the Lease Contract and the provisions of Article 4.1 will be fully payable by the Lessee.
- 4.3 XPENG Lease is entitled to amend the Lease Price in the following cases at any time:
 - a. If changes occur in the lease components that are applicable to the Lease Contract before the commencement of the Contract Duration. In that case the amended Lease Price applies from the commencement of the Contract Duration.
 - b. If during the Contract Duration it becomes apparent that there is a divergence of more than 10% (ten percent) between the Annual Mileage and the actual average annual mileage. In that case XPENG Lease is entitled to recalculate the Lease Price.
 - The recalculation takes place on the basis of the New Parameters and the new Lease Price then applies from the start of the lease. So retroactively. XPENG Lease sends Lessee the recalculated Lease Price. XPENG Lease will carry out the recalculation if the Lessee agrees. If the Lessee does not object to the recalculation in writing within 30 calendar days, XPENG Lease may consider this as tacit agreement with the adjusted Lease Price. XPENG Lease will let the Lessee know if the new Lease Price is implemented.
 - Recalculations and/or mileage settlements are possible in the interim and at the end of the Lease Contract.
 - If the Lessee returns the Leased Object before the end of the agreed Contract Duration, the Lessee will be liable for the following early termination costs: (i) the difference between the book value and the sale value of the Lease Object, if the sale value is less than the book value, plus (ii) the administration costs and interest, as they would have been calculated if the Lease Contract had been fully served.
 - In the event of a recalculation of the Lease Rate on the basis of this Article 54.3b(10) above, the following fictitious calculation examples shall apply as an example:

Interim recalculation

Calculation example 1

- XPENG Lease and Lessee have entered into a Lease Contract for 30,000 km/year and a Contract Duration of 48 months. For this combination, the monthly Lease Price is € 500.
- After 24 months, the actual mileage is 80,000 km. That is a kilometre overrun of more than 33%.
- XPENG Lease is therefore entitled to make an adjustment of the Lease Price because of the mileage deviation.
- Assuming a mileage of 40,000 kilometres per year and a Contract Duration of 48 months, XPENG Lease calculates the new Lease Price at € 555 on the basis of the New Parameters.
- XPENG Lease will charge the recalculated Lease Price to the Lessee from the start of the Contract Duration. XPENG Lease and Lessee therefore settle for the first 24 months. The amount that XPENG Lease settles over those first 24 months is: $(€ 555 - € 500) \times 24 \text{ months} = € 1,320$. Lessee still pays that amount to XPENG Lease.
- From the 25th month onwards, XPENG Lease will charge the Lessee a monthly Lease Price of € 5,555 for the remaining Contract Duration.

Calculation example 2

- XPENG Lease and Lessee have entered into a Lease Contract for 30,000 km/year and a Contract Duration of 48 months. For this combination, the monthly Lease Price is € 500.
- After 36 months, the actual number of kilometers is 60,000 km. That means a kilometre shortfall of more than 33%.
- Assuming a mileage of 20,000 kilometers per year and a Contract Duration of 48 months, XPENG Lease calculates the new Lease Price at € 460 based on the New Parameters.
- If the Lease Price is indeed adjusted, XPENG Lease will charge the adjusted Lease Price to the Lessee from the start of the Contract Duration. XPENG Lease and Lessee therefore settle for the first 36 months. The amount that XPENG Lease settles over those first 36 months is: $(€ 460 - € 500) \times 36 \text{ months} = € -1,440$. Lessee will therefore receive an amount of € 1,440 from XPENG Lease.
- From the 37th month onwards, XPENG Lease will charge a monthly Lease Price of € 460 to the Lessee for the remaining Contract Duration.

Recalculation after the end of the contract

Calculation example 3

- XPENG Lease and Lessee have entered into a Lease Contract for 30,000 km per year and a Contract Duration of 48 months. The monthly Lease Price for this kilometer/duration combination is € 500.
- When the Lease Object was returned after 48 months, 150,000 kilometers were eventually driven. This means an overrun of 25%. XPENG Lease can therefore adjust the Lease Price based on the New Parameters.
- When a total mileage of 150,000 and a Contract Duration of 48 months are taken into account, the newly calculated monthly Lease Price is € 575.
- XPENG Lease will charge the adjusted Lease Price to the Lessee retroactively over the entire Contract Duration of 48 months. This amount is: $(€ 575 - € 500) \times 48 \text{ months} = € 3,600$ and Lessee still pays that amount to XPENG Lease.

Calculation example 4

- XPENG Lease and Lessee have entered into a Lease Contract for 30,000 km per year and a Contract Duration of 48 months. The monthly Lease Price for this kilometer/duration combination is € 500.
- When the Lease Object was returned after 48 months, 90,000 kilometers were eventually driven. This means a kilometre shortfall of 25%. XPENG Lease can therefore adjust the Lease Price based on the New Parameters.
- When a total mileage of 90,000 and a Contract Duration of 48 months are taken into account, the newly calculated monthly Lease Price is € 470.
- XPENG Lease charges the adjusted Lease Price to Lessee over the entire Contract Term of 48 months. This amount is: $(€ 470 - € 500) \times 48 \text{ months} = € -1,440$ excluding VAT and Lessee will receive that amount back.

- c. In the event that the Total Mileage is reached before the end of the Contract Duration, XPENG Lease is also entitled to shorten the Contract Duration.
- d. If during the Contract Duration legislation or regulations, taxes or levies that have an influence on the costs of the possession or use of the Lease Object or the residual value of the Lease Object are amended or introduced. In the event of altered costs in connection with the possession or use of the Lease Object, the amended Lease Price applies from the time of the alteration. In the event of an altered residual value, the amended Lease Price applies retrospectively from the commencement of the Lease Duration, and Lease Prices already charged will be deducted from it.
- e. If during the Contract Duration the insurer alters the insurance premiums, or if in the opinion of XPENG Lease the claim history of the Lease Object gives cause for this. In both cases the amended Lease Price applies from the time of the alteration.
- f. If the prices for the lease component 'repairs and maintenance' and/or the lease component 'replacement vehicle' have risen by more than 5% (five percent) after the formation of the Lease Contract, XPENG Lease may fully implement these cost increases in the Lease Price. Whether such a rise has taken place will be established on the basis of the Statistics Netherlands (CBS) index figure for labour, income and social security, 'repairs and maintenance' section (code 07230). In that case the amended Lease Price applies from the time at which the Statistics Netherlands price index figure is amended. The aforementioned indexations may be done annually. Increases shall not exceed the increases in the said price index compared to the beginning of the Contract Duration. If the price index no longer exists, an index figure adapted to it or comparable as much as possible will be used. A change in the Lease Price on the basis of this Article 4.3 f will always notify XPENG Lease to the Lessee 30 calendar days prior to the adjustment and will apply from the moment the change is implemented. If the change is the result of government measures or indexation, it can be implemented retroactively.

5 Payment of the Lease Price and securities

- 5.1 The obligation of the Lessee to pay the Lease Price begins upon commencement of the Contract Duration and continues until the end of the Usage Period. The Lease Price is payable monthly in advance on the first day of the month. The payment period of all other amounts payable by the Lessee to XPENG Lease by virtue of the Lease Contract is fifteen (15) calendar days after the invoice date.
- 5.2 The Lessee will grant XPENG Lease, no later than the time of formation of the Lease Contract, a mandate for recurrent collections to deduct the Lease Price and all other amounts that are payable by the Lessee to XPENG Lease by virtue of the Lease Contract from its bank account by direct debit.
- 5.3 The Lessee has no entitlement to suspension of payment or to offset any amounts against the Lease Price and other amounts that are payable by the Lessee to XPENG Lease by virtue of the Lease Contract.
- 5.4 If the Lessee does not pay the amounts due within the agreed period, the Lessee shall be in default by operation of law. In that case XPENG Lease is entitled, without any notice of default being required, to charge interest of 1.5% per month on the outstanding amount, to be calculated cumulatively over the principal sum, whereby a part of a month will be considered as a full month.
- 5.5 If XPENG Lease believes it is compelled to take extrajudicial measures and/or judicial measures for the collection of any amounts owed to it, any costs associated with such measures will be borne by the Lessee. The extrajudicial costs will be established at 15% of the principal sum of its debts, including interest, with a minimum of € 250.- without prejudice to the right of XPENG Lease to reimbursement by the Lessee of any higher extrajudicial costs. The judicial costs, also referred to as the costs of the proceedings, include the costs of the proceedings actually incurred by XPENG Lease, also if these exceed the costs of the proceedings estimated in accordance with the law and on the basis of the most current liquidation rate.
- 5.6 If XPENG Lease has well-founded reasons to doubt the financial solvency of the Lessee, it is entitled to demand security from the Lessee upon entering into the Lease Contract or thereafter to ensure performance of the obligations arising from the Lease Contract. If XPENG Lease demands such security from the Lessee then the Lessee does not have an entitlement to suspend its obligations under the Lease Contract. If a Lessee refuses to provide such security then XPENG Lease is entitled to terminate the Lease Contract without being liable to pay the Lessee any compensation.

6 Usage of the Lease Object

- 6.1 During the Usage Period the Lessee has a duty of care and shall use the Lease Object responsibly and in accordance with its nature and (technical) intended use. The Lessee also guarantees that the Lease Object will be handled carefully and that the traffic regulations and other applicable legislation and regulations are followed.
- 6.2 The Lessee is obliged to ensure that the Lease Object:
- a. is not used for competitions, giving driving lessons, driving skills training, speed, skill or performance drives or races, the transport of dangerous substances or explosives, the transport of persons in exchange for payment (with the exception of carpooling), driving on race circuits and roads that are not intended for the Lease Object;
 - b. is not used by Drivers or other persons who are not in possession of a valid driving licence that is legally prescribed for the Lease Object;
 - c. is not taken outside of the coverage area of the Motor Vehicle Insurance Liability Act insurance that has been taken out for the Lease Object, as stated on the Green Card; and
 - d. will only be left unattended after having been properly locked and after the alarm (if present) is activated.
- 6.3 At the first request of XPENG Lease the Lessee is obliged to make the Lease Object available to XPENG Lease for viewing and inspection and to inform XPENG Lease of the current mileage of the Lease Object.

7 Repairs and maintenance

- 7.1 The Lessee is obliged to ensure that:
- a. the Lease Object is presented for maintenance in good time and in accordance with the maintenance schedule of the manufacturer;
 - b. the Lease Object is presented for repairs and maintenance if that appears to be necessary;
 - c. the Lease Object is presented in good time for all legally prescribed inspections, such as the Algemene Periodieke Keuring (APK – periodic roadworthiness test).
 - d. XPENG Lease is immediately informed of defects of the odometer;
 - e. the (winter) tyres of the Lease Object are replaced before the statutory minimum tread depth is exceeded;
 - f. the tyre pressure and the levels of the engine oil, fuel additives and the other fluids of the Lease Object remain at the level prescribed by the manufacturer;
 - g. the Lease Object is regularly cleaned; and
 - h. no modifications are made to the Lease Object (for example the fitting of a tow bar, the increase of the engine power or the alteration of the engine management system by ‘chip tuning’), unless XPENG Lease has given prior written permission for this.
- 7.2 The costs of repair and maintenance of the Lease Object will only be borne by XPENG Lease if it is specified in the Lease Contract that these costs are included in the Lease Price and the Lessee strictly complies with the provisions of this Article 7.2. Repair and maintenance work may only be carried out by suppliers selected by XPENG Lease. On request XPENG Lease will state which suppliers have been selected for this. The Lessee will inform the supplier that XPENG Lease, as the owner of the Lease Object, must give permission and instructions for repair and maintenance work in advance. It is exclusively in the assessment of XPENG Lease whether repair and maintenance work on the Lease Object is necessary. The costs of repair and maintenance work for which XPENG Lease has not given prior permission will be wholly borne by the Lessee.
- 7.3 XPENG Lease is entitled to replace the Lease Object with another equivalent vehicle if the costs of repairs and maintenance of the Lease Object, in its opinion, become excessive.
- 7.4 If it is determined in the Lease Contract that the costs of repairs and maintenance of the Lease Object are not included in the Lease Price, then repair and maintenance work must be carried out by an officially accredited brand dealer of the brand of the Lease Object. The Lessee is obliged to personally ensure the timely and full payment of the costs of this. The Lessee must demonstrate this in writing, and is obliged to provide that evidence, including the original invoices, to XPENG Lease if XPENG Lease requests this. The Lessee shall indemnify XPENG Lease against all damages, costs, Fines etc. that are imposed upon XPENG Lease as a result of noncompliance or untimely compliance with the obligations arising for the Lessee from this Article 7.
- 7.5 The number of kilometres that are driven with the Lease Object in the period in which the odometer is defective will be determined by XPENG Lease proportionately on the basis of the kilometres actually driven in the period previous to the defect and added to the mileage.

- 7.6 Regardless of whether it is determined in the Lease Contract that the costs of maintenance and repairs of the Lease Object are included in the Lease Price and will be borne by XPENG Lease, the following costs will be borne by the Lessee:
- a. costs of repairs, maintenance or replacement of tyres or components of the Lease Object that are the result of excessive wear or incorrect or inexperienced use of the Lease Object;
 - b. costs arising due to refuelling with an incorrect fuel or incorrect recharging of the Lease Object;
 - c. costs arising due to neglect by the Lessee of its obligations by virtue of the Lease Contract;
 - d. costs of fuel and the replenishment of engine oil, coolant liquid, fuel additives and the other liquids of the Lease Object (additional replenishment);
 - e. costs of washing, cleaning, polishing and storage of the Lease Object;
 - f. costs of repairs, maintenance or replacement of accessories and components that do not form a part of the Lease Contract; and
 - g. costs of updates of subscriptions for navigation and alarm systems and the costs of the use of (online) applications of the manufacturer of the Lease Object.
- 7.7 XPENG Lease is entitled to have an investigation of the cause of necessary repair and maintenance work carried out by an independent expertise agency. The outcome of the investigation by the independent expertise agency is binding for the Lessee and XPENG Lease. The costs of the investigation will be borne by XPENG Lease, unless the investigation shows that costs of the repair and maintenance work will be borne by the Lessee under the provisions of the Lease Contract or these general terms and conditions. In that case the costs of the investigation will be borne by the Lessee.

8 Winter tyres

- 8.1 If it is determined in the Lease Contract that the costs of winter tyres are included in the Lease Price, the Lessee is entitled to the use of winter tyres during the Contract Duration. The brand and type of winter tyres are at the discretion of XPENG Lease.
- 8.2 The Lessee is responsible for the changing of the winter tyres twice per year by a supplier to be designated by XPENG Lease. The changing of summer to winter tyres may take place from October. The changing of winter to summer tyres must take place before the end of April. The changed tyres will be stored at XPENG Lease or at a supplier designated by it.
- 8.3 The entitlement to the use of winter tyres is restricted to the Lease Object. A Replacement Vehicle, if applicable, will not be fitted with winter tyres.

9 Replacement transport

- 9.1 If it is specified in the Lease Contract that the costs of replacement transport are included in the Lease Price, the Lessee is entitled to the use of a Replacement Vehicle if the Lease Object is not available in connection with repair or maintenance work. In that case it is also specified in the Lease Contract whether the Lessee is entitled to a Replacement Vehicle immediately from the commencement of the repair or maintenance work or from a later time.
- 9.2 In divergence from Article 9.1, the Lessee is not entitled to a Replacement Vehicle if the costs of the repair and maintenance work are borne by the Lessee.
- 9.3 It is specified in the Lease Contract whether a Replacement Vehicle will be in an equivalent category or of a different category to the Lease Object. XPENG Lease will make every effort to provide the Lessee with a Replacement Vehicle in the category as agreed in the Lease Contract. If such a Replacement Vehicle is not reasonably available, then XPENG Lease is entitled to provide a Replacement Vehicle from another category.
- 9.4 The same conditions as for the use of the Lease Object apply in respect of the use of the Replacement Vehicle.
- 9.5 The Replacement Vehicle can have other technical and external characteristics than the Lease Object (for example fuel, weight and accessories). Any (fiscal) consequences of this are at the expense and risk of the Lessee.
- 9.6 The entitlement to the use of the Replacement Vehicle ends once the maintenance or repair work on the Lease Object is completed. The Lessee will return the Replacement Vehicle in a clean condition and with a full fuel tank at a location to be designated by or on behalf of XPENG Lease. The kilometres driven by the Lessee with a Replacement Vehicle will be regarded as having been driven with the Lease Object.

10 Damage, theft and loss

- 10.1 In the event of theft of or damage to or caused with the Lease Object, the Lessee is obliged to inform XPENG Lease as soon as possible, but in any event within twenty-four (24) hours, and have a fully filled-in European claim notification form sent to XPENG Lease within forty-eight (48) hours. In the case of bodily harm or (attempted) theft, embezzlement, break-in, vandalism or joyriding, the Lessee will also ensure, and guarantees, that the Driver of the Lease Object will arrange for a report of the occurrence to be drawn up by the police. In such a situation the Lessee will refrain from, and will ensure and guarantee that the Driver will also refrain from, making assurances and statements from which the acknowledgement of an obligation to pay compensation could be inferred, and in general from everything that could harm the interests of XPENG Lease.
- 10.2 At first request from XPENG Lease the Lessee will make the Lease Object available to XPENG Lease or a party designated by XPENG Lease for damage assessment and will follow the instructions of XPENG Lease concerning repair of the damage after the occurrence of the damage.
- 10.3 Costs, damage to and/or any decrease in value of the Lease Object as a result of not strictly following the instructions given in this Article 10 will be wholly at the expense of the Lessee.
- 10.4 In the event of theft, the number of kilometres that are driven with the Lease Object will be established by XPENG Lease proportionately on the basis of the kilometres actually driven in the period prior to the theft. The number of kilometres established by XPENG Lease is binding for the Lessee, except in case of evidence to the contrary from the Lessee.
- 10.5 If the Lease Object is lost due to theft or total loss, XPENG Lease is entitled to replace the Lease Object with another equivalent vehicle.

11 Breakdown and accident assistance

- 11.1 In the event of a breakdown or accident with the Lease Object in the Netherlands and in the countries for which the Green Card is valid, the Lessee can call on the breakdown and accident assistance of XPENG Lease.
- 11.2 Depending on the circumstances of the occurrence, the breakdown and accident assistance consists of one or more of the following services:
 - a. intake of the notification of the breakdown or accident by the control room and assistance by telephone;
 - b. on-the-spot assistance;
 - c. transport of the Lease Object to a garage and making a Replacement Vehicle available, if the Lease Object cannot be repaired on-the-spot or if further driving with the Lease Object is impossible or irresponsible; and
 - d. repatriation of the Lease Object to the Netherlands, if the emergency assistance situation arises in a country for which the Green Card is valid and, in the opinion of XPENG Lease, it is established that the Lease Object cannot be repaired within seventy-two (72) hours of the emergency assistance notification.
- 11.3 The costs of the breakdown and accident assistance will only be borne by XPENG Lease if it is specified in the Lease Contract that the costs of this are included in the Lease Price. In that case the strictly necessary additional costs incurred by the Lessee and/or Driver outside of the Netherlands (for example for transport and accommodation) that are a consequence of the breakdown or accident with the Lease Object will be borne by XPENG Lease, on condition that:
 - a. XPENG Lease has given prior permission for this and subsequently confirmed this with a statement of the maximum amount; and
 - b. the Lessee supplies the original invoices to XPENG Lease.

12 Insurance

- 12.1 XPENG Lease will arrange insurance in respect of the Lease Object (for example Motor Vehicle Insurance Liability Act insurance and possibly additional insurance such as Passenger Accident Insurance, Passenger Damage Insurance and Legal Assistance Insurance) for the types of coverage which the Lease Contract specifies as being included in the Lease Price.
- 12.2 The policy conditions of the insurance that is taken out in accordance with the Lease Contract with regard to the Lease Object are set out in the Insurance Conditions. By signing the Lease Contract the Lessee declares that he has received the Insurance Conditions, is familiar with their content and accepts their applicability. XPENG Lease may change insurers or the insurer may change the Insurance Conditions. XPENG Lease will then send the Lessee the new Insurance Conditions and they will then apply to all Lease Contracts.
- 12.3 All damage that does not fall under the cover of the Insurance Conditions is entirely at the expense of the Lessee.

13 Bodywork damage arrangement

- 13.1 If it is specified in the Lease Contract that the bodywork damage arrangement is applicable to it, then in the event of bodywork damage the Lessee is only liable to pay XPENG Lease an amount of policy excess (deduction), and the other bodywork damage is at the expense and risk of XPENG Lease. In that case the level of the policy excess amount is stated in the Lease Contract. The policy excess will be credited to the Lessee insofar as XPENG Lease is successful in claiming bodywork damage from a third party.
- 13.2 Notwithstanding Article 13.1, bodywork damage is nevertheless at the expense of the Lessee in the case:
- it is caused during participation in competitions, driving lessons or speed, skill or performance drives or races;
 - 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;
 - it is caused by the transport of hazardous substances or explosives;
 - it is caused by a driver who is not in possession of a valid driving licence that is legally prescribed for the Lease Object;
 - 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;
 - it is caused by actions or omissions in violation of the applicable legislation and regulations, the Lease Contract or these general terms and conditions;
 - has arisen with the approval of or due to intent (opzet), culpability (schuld), recklessness (bewuste roekeloosheid), negligence (nalatigheid) or negligent conduct (onzorgvuldig handelen) of the Lessee or the Driver;
 - the Lessee does not comply with the obligations of Article 10.1.
- 13.3 The provisions of Article 13.2 a up to and including g do not apply if the Lessee demonstrates that the relevant circumstances have occurred outside their and the Driver's will and knowledge and that those circumstances cannot reasonably be attributed to them.
- 13.4 If the bodywork damage consists of the replacement of a tyre, the extent of the bodywork damage will be calculated in proportion to the remaining tread, that is to say the difference between the tread depth of the tyre at the time of replacement and the statutory minimum tread depth of the tyre.
- 13.5 In the event of theft the bodywork damage will be at the expense of the Lessee if the Lease Object was not properly locked and/or the keys were left unattended and/or the alarm (if present) was not activated. In the event of theft the Lessee is obliged, upon first request of XPENG Lease, to provide XPENG Lease with all car keys. If the Lessee does not comply with this request, or cannot comply with it, it will be suspected that the bodywork damage was caused by a careless action of the Lessee or the Driver, except in case of evidence to the contrary from the Lessee.

14 Insurance obligations

- 14.1 If it is agreed in the Lease Contract that XPENG Lease will not arrange Motor Vehicle Insurance Liability Act insurance for the Lease Object, and the bodywork damage arrangement is not applicable, then the provisions of this Article apply.
- 14.2 The Lessee is at all times liable for all damage to the Lease Object and caused by the Lease Object, and is obliged to fully indemnify XPENG Lease against all damage that is suffered by XPENG Lease in this context.
- 14.3 The Lessee is obliged to insure the Lease Object 'all-risk' during the Usage Period, to keep it insured and to pay the insurance premiums to its insurer in good time and in full. The all-risk insurance must, at a minimum, comply with the following conditions:
- The insurance provides cover for any damage to or loss of the Lease Object, including theft, misappropriation or loss;
 - The Motor Vehicle Insurance Liability Act cover provides, at a minimum, the statutory minimum amount in pursuance of the Motor Vehicle Insurance Liability Act.
 - The insurance has so-called 'umbrella coverage' that ensures that non-registered objects nevertheless fall under the cover of the insurance.
 - The insurance designates XPENG Lease as the beneficiary. Under the terms of the insurance, payments that arise from the insurance are made to XPENG Lease directly and with precedence.

- 14.4 Upon first request the Lessee will provide XPENG Lease with a copy of the insurance policy, the insurance conditions and a proof of payment of the payable premiums.
- 14.5 The Lessee is obliged to provide XPENG Lease with the so-called WM1192 declaration. The Lessee will inform the insurer in advance of the (debt) assignment that is included in the abovementioned WM1192 declaration.
- 14.6 XPENG Lease will take care of the entire claim handling, the direction of third parties who ensure the repair of damage to the Lease Object and, in addition to this, possibly also the offset against the insurance premium.
- 14.7 The Lessee is obliged to reimburse XPENG Lease for all damage that, for whatever reason, is not or is not fully reimbursed by its insurer. In the event of the total loss or theft of the Lease Object the Lessee is liable to pay XPENG Lease the book value of the Lease Object calculated by XPENG Lease using the annuity method at the time of the declaration of the total loss or theft. The book value employed by XPENG Lease applies in relation to the Lessee as full evidence of the damage to the Lease Object.
- 14.8 The Lessee is obliged to inform XPENG Lease immediately if the cover of the all-risk insurance, for whatever reason, expires or is amended.
- 14.9 If the Lessee does not comply with its obligations by virtue of this Article 14, then XPENG Lease is entitled to take out Motor Insurance Liability Act insurance for the Lease Object, to declare the bodywork damage arrangement lease component applicable to the Lease Contract and to charge the costs of this to the Lessee by means of an increase of the Lease Price.

15 Fuel card or charging key fob

- 15.1 If it is specified in the Lease Contract that the costs of the use of a fuel card or charging key fob are included in the Lease Price, the Lessee can make use of the fuel card or charging key fob issued by or on behalf of XPENG Lease for refuelling and/or recharging electricity.
- 15.2 XPENG Lease will charge the Lessee a monthly fuel and/or electricity prepayment at the same time as the Lease Price. The fuel and/or electricity prepayment will be calculated by XPENG Lease on the basis of the average usage of the Lease Object and the Annual Mileage. XPENG Lease is entitled to adjust the monthly fuel and/or electricity prepayment if it considers this necessary due to altered fuel prices, recharging prices or current usage details. XPENG Lease will periodically deduct the actually charged costs from the refuelling and/or electricity prepayment. It is specified in the Lease Contract whether deduction will take place monthly or quarterly.
- 15.3 If XPENG Lease and the Lessee have agreed that products other than fuel or electricity can be paid for with the fuel card or charging key fob, then the costs of this will be charged to the Lessee in arrears.
- 15.4 XPENG Lease will not claim any VAT refund for purchases that are made with the fuel card outside of the Netherlands.
- 15.5 Except in the case of wilful misconduct or gross negligence on the part of XPENG Lease, XPENG Lease is not liable for damage that the Lessee suffers as a result of the non-functioning of the fuel card or the systems that are required for the use of the fuel card or charging key fob.
- 15.6 The Lessee is liable for the use of the fuel card or charging key fob. All expenditure that is made with the fuel card or charging key fob will be at the expense and risk of the Lessee.
- 15.7 The Lessee must immediately inform XPENG Lease in the event of the loss, theft or misuse of the fuel card or charging key fob. The Lessee is obliged to destroy the fuel card or charging key fob upon termination of the Lease Contract.

16 Ownership, measures of third parties and transferability

- 16.1 XPENG Lease is the owner of the Lease Object. The Lessee or the Driver is not permitted to sell, rent out, pledge or otherwise encumber the Lease Object. The Lessee also cannot transfer its rights and obligations by virtue of the Lease Contract to a third party without the prior written permission of XPENG Lease. The aforementioned is as a transfer restriction within the meaning of article 3:83 paragraph 2 of the Dutch Civil Code.
- 16.2 If third parties wish to enforce rights or take measures in respect of the Lease Object, then the Lessee is obliged to inform XPENG Lease of this immediately and make it known to the third party or third parties that XPENG Lease is the owner of the Lease Object. XPENG Lease will take the measures that it considers necessary in order to protect its rights. The Lessee hereby authorises XPENG Lease to take such measures in the name of the Lessee, if applicable. The costs of these measures will be borne by the Lessee. Seizure or measures of third parties do not absolve the Lessee from the payment obligation, including the payment of the Lease Price, in relation to XPENG Lease.

16.3 XPENG Lease is entitled to transfer its rights and obligations arising from the Lease Contract and the ownership of the Lease Object to a third party or to encumber it with any right in rem. The Lessee hereby expressly gives its consent to such a transfer in advance.

17 Termination of the Lease Contract

- 17.1 The Lease Contract ends when the Contract Duration has expired and the Usage Period has ended, unless the Lease Contract ends before the expiry of the Contract Duration in pursuance of Articles 17.2, 17.3, 17.4 or 17.5 or termination in accordance with the law.
- 17.2 In the event of theft of the Lease Object the Lease Contract ends thirty (30) calendar days after the day on which the theft took place, and/or the first time at which the theft was known, unless XPENG Lease makes use of its entitlement to replace the Lease Object with another equivalent vehicle.
- 17.3 If in the opinion of XPENG Lease there has been a technical or economic total loss of the Lease Object the Lease Contract shall end on the day on which the Lease Object is declared a total loss, unless XPENG Lease makes use of its entitlement to replace the Lease Object with another equivalent vehicle.
- 17.4 On condition that the Lessee has complied with all obligations by virtue of the Lease Contract, the Lessee is entitled to cancel the Lease Contract during the Contract Duration at a date in the future by means of a written declaration.
- 17.5 XPENG Lease is entitled to terminate the Lease Contract without notice of default or legal intervention and with immediate effect by means of a written declaration or a declaration by email, and to take back the Lease Object, without any obligation for XPENG Lease for compensation of any damage to the Lessee arising from this, if:
- the Lessee, following a warning, fails to comply with any obligation by virtue of the Lease Contract;
 - the Lessee has applied for suspension of payment (surséance van betalen) or this is granted to it;
 - a debt rescheduling arrangement within the meaning of the Debt Rescheduling (Natural Persons) Act (Wet Schuldsanering Natuurlijke Personen) is granted to the Lessee, if the Lessee is a natural person;
 - the Lessee is declared bankrupt or a bankruptcy petition is submitted for it;
 - seizure (beslag) is imposed upon the moveable or immoveable property of the Lessee, on its financial assets held by third parties (including banks) or on the Lease Object;
 - the Lease Object is requisitioned, seized or declared forfeited by governmental authorities;
 - the insurer ends the cover for the Lease Object, and this is attributable to the Lessee or the Driver, and no other reputable insurer wishes to insure the Lease Object at a premium that is acceptable in the opinion of XPENG Lease;
 - the bodywork risk has increased to an extent that is not considered acceptable for the bearer of this risk;
 - there are well-founded reasons, in the opinion of XPENG Lease, to assume that the possibilities of redress in connection with the Lessee or the Lease Object are or will be threatened;
 - during the Lease Contract XPENG Lease receives indications of circumstances that are of such a nature that if XPENG Lease were aware of them at the time of entering into the Lease Contract it would not have entered into the Lease Contract;
 - excessive repair or maintenance costs have been or must be incurred for the Lease Object, of which it can be reasonably assumed that these have arisen due to negligence, reckless behaviour, incorrect behaviour or wilful misconduct of the Lessee (or the Driver);
 - the Lessee takes up residence outside of the Netherlands, decides on dissolution or liquidation of its business or upon actual cessation of this; or
 - Lessee or Lessee's Ultimate Beneficial Owner is associated with a crime. Such as fraud, bribery, corruption, money laundering or terrorist financing.
- 17.6 Termination of the Lease Contract by virtue of Article 17.5 does not have any effect on rescission (ontbinding) by XPENG Lease in accordance with the law.
- 17.7 If the Lease Contract ends in the manner as described in Article 17.1, 17.2 or 17.3 and after the return of the Lease Object it becomes apparent that there is a divergence of more than 10% (ten percent) between the Annual Mileage and the actual average annual mileage, XPENG Lease is entitled to adjust the Lease Price in accordance with Article 4.3.
- 17.8 If the Lease Contract ends in the manner as described in Article 17.1, 17.2 or 17.3, and after the return of the Lease Object it becomes apparent that there is no divergence of more than 10% (ten percent) between the Annual Mileage and the actual average annual mileage, XPENG Lease will establish whether there is Over- and Undermileage. In the event of Overmileage the Lessee is liable to pay an Overmileage Remuneration to

- XPENG Lease. In the event of Undermileage then XPENG Lease is liable to pay an Undermileage Remuneration to the Lessee, which XPENG Lease may deduct from amounts that the Lessee is still liable to pay to XPENG Lease.
- 17.9 If the Lease Contract ends in the manner as described in Article 17.4 or 17.5, or by rescission (ontbinding) by XPENG Lease in accordance with the law and after the return of the Lease Object it becomes apparent that the Total Mileage has been reached, XPENG Lease is entitled to adjust the Lease Price in accordance with Article 4.3.
- 17.10 If the Lease Contract ends in the manner as described in Article 17.4 or 17.5 or by rescission (ontbinding) by XPENG Lease in accordance with the law, and after the return of the Lease Object it becomes apparent that the Total Mileage has not been reached, the Lessee is liable to pay XPENG Lease compensation equal to the difference between the book value of the Lease Object calculated by XPENG Lease using the annuity method and the market value of the Lease Object determined by XPENG Lease in the event of sale, with the addition of the costs incurred and lost profits. The book value, market value, incurred costs and lost profits employed by XPENG Lease for the establishment of the compensation apply as full proof in relation to the Lessee. XPENG Lease will also establish whether there is Over- and Undermileage. In the event of Overmileage, the Lessee is liable to pay XPENG Lease an Overmileage Remuneration. In the event of Undermileage, XPENG Lease is liable to pay the Lessee an Undermileage Remuneration, which XPENG Lease may deduct from amounts that the Lessee is still liable to pay to XPENG Lease.
- 17.11 If the Lessee wishes to continue to use the Lease Object after the termination of the Lease Contract as referred to in Article 17.1, the Lessee must contact XPENG Lease about this. The Lessee must do so no later than 30 days before the end of the Contract Duration. Then XPENG Lease and Lessee can discuss the possibilities together. In the meantime, the Lease Contract will continue to apply. If XPENG Lease and Lessee do not come to new arrangements, the Lessee will return the Lease Object within 30 days if XPENG Lease requests this. XPENG Lease is not obliged to make a new proposal to the Lessee.

18 Return of the Lease Object

- 18.1 At the end of the Contract Duration the Lessee is obliged to return the Lease Object to XPENG Lease during normal office hours at an XPENG Lease return location to be specified by XPENG Lease. The binding Return Report will be drawn up at the XPENG Lease return location. If the Lessee or the Driver on behalf of the Lessee is not present when the Return Report is drawn up then the Return Report drawn up unilaterally by XPENG Lease will nevertheless be binding for the Lessee. XPENG Lease will provide a copy of the Return Report at the Lessee's request.
- 18.2 If in divergence from Article 18.1 it is agreed that the Lessee will return the Lease Object to a third party, for example a dealer, then the Lessee is obliged to notify XPENG Lease when the Lease Object has been returned. Any return form signed at the third party does not constitute a Return Report. After the Lessee has notified XPENG Lease that the Lease Object has been returned to the third party, XPENG Lease will arrange for the Lease Object to be transported to an XPENG Lease return location as soon as possible, whereby the Lessee remains responsible for the Lease Object until the time at which it is delivered to the XPENG Lease return location. At the XPENG Lease return location XPENG Lease will unilaterally draw up the Return Report, which is binding for the Lessee. XPENG Lease will provide a copy of the Return Report at the Lessee's request.
- 18.3 The Lessee is obliged to return the Lease Object in a clean (inside and out) and undamaged condition. bodywork damage noted in the Return Report and not earlier reported to XPENG Lease, and other damage, are at the expense of the Lessee together with the costs of damage assessment. The Lessee is also obliged to return the Lease Object in a complete condition and with all Accessories. All costs of the replacement of missing items and Accessories will be borne by the Lessee.
- 18.4 Before the return of the Lease Object the Lessee may only remove accessories that were fitted by the Lessee and at the Lessee's expense, and the removal of which does not result in visible or invisible damage. Costs of the removal of such accessories (including advertising lettering) and the costs of the repair of damage caused by the removal of such accessories are at the expense of the Lessee.
- 18.5 Upon the return of the Lease Object it must be in a condition that, in view of the age and mileage of the Lease Object, is usual in the case of the normal use and maintenance of the Lease Object. If the Lease Object is in a poorer condition, the repair costs and/or depreciation of the Lease Object to be determined by XPENG Lease will be borne by the Lessee. With reference to the Return Manual it is determined what traces of wear and tear will be designated as 'normal wear and tear' due to aging and are therefore not at the expense of the Lessee.

19 Liability

- 19.1 The Lessee is liable for all Fines that are imposed upon XPENG Lease. In principle XPENG Lease will forward Fines to the Lessee and/or the Driver, so that these can personally attend to payment. XPENG Lease is nevertheless entitled at all times to pay a Fine itself and charge this to the Lessee, for example in the event of a short payment period or a demand (aanmaning). In the absence of first payment of a Fine by the Lessee and/or the Driver, the Lessee is liable to pay XPENG Lease an amount in administration expenses to be specified by XPENG Lease as remuneration for the administrative efforts of XPENG Lease in connection with payment of the Fine.
- 19.2 The Lessee indemnifies XPENG Lease against all claims and demands with which XPENG Lease is faced and that are connected with the leasing and usage of the Lease Object during the Usage Period. This indemnification does not apply in the event of damage that is at the expense of XPENG Lease by virtue of the Lease Contract or these general terms and conditions, or that is the result of wilful misconduct or gross negligence on the part of XPENG Lease. The Lessee shall ensure that the Drivers are familiar with the obligations under the Lease Contract and these general terms and conditions.
- 19.3 If the Lessee cannot make use of the Lease Object, or suffers damage in connection with a defect of the Lease Object, XPENG Lease is not liable for damage caused by this unless the damage is the result of a defect of the Lease Object that XPENG Lease knew of or ought to have known of at the time of the delivery of the Lease Object. For other damage that the Lessee suffers as a result of or ensuing from the Lease Contract, XPENG Lease is only liable if the damage is the result of wilful misconduct or gross negligence on the part of XPENG Lease.
- 19.4 XPENG Lease does not guarantee the accuracy of performance of the Lease Object specified by third parties in the area of (fuel/electricity) consumption, range, harmful emissions, top speed, operation of options, and the like. XPENG Lease is not liable for differences between such performance stated by third parties and the actual performance of the Lease Object.
- 19.5 If multiple natural persons or legal entities are the Lessee of the Lease Object, then each of these natural persons or legal entities is jointly and severally liable (hoofdelijk aansprakelijk) towards XPENG Lease for the payment of the Lease Price and all other amounts that Lessees are due to pay by virtue of the Lease Contract.

20 (Personal) data

- 20.1 XPENG Lease and Lessee comply with the laws and regulations in the field of privacy and the processing of personal data.
- 20.2 XPENG Lease is responsible for the personal data that XPENG Lease receives from the Lessee and that XPENG Lease processes in the execution of the Lease Contract(s).
- 20.3 The Lessee is responsible for the personal data that the Lessee provides to XPENG Lease.
- 20.4 The Lessee is responsible for informing the Drivers and Lessee's employees about the processing of personal data for the performance of the Lease Contract(s).
- 20.5 XPENG Lease only passes on personal data to third parties if this is necessary for the execution of the Lease Contract(s) or if this is required by law or permitted in another way.
- 20.6 XPENG Leases' privacy statement contains more information about the way in which XPENG Lease uses personal data. These can be found [here](https://www.xpeng.com/nl/policy) (<https://www.xpeng.com/nl/policy>).
- 20.7 If anything changes in the personal data that is relevant to XPENG Lease in order to be able to continue to execute the Lease Contract(s), the Lessee or the Driver concerned will immediately inform XPENG Lease. The Lessee then remains responsible for that personal data.
- 20.8 To view, delete or object to the processing of personal data, the Lessee can submit a request to XPENG Lease via XPENG Lease's privacy rights form.
- 20.9 XPENG Lease and Lessee keep the data they receive from each other secret. This also applies to the content of the Lease Contracts. Confidentiality does not apply if the data is generally known, if there is a legal basis for the disclosure of the data, if data is required for legal proceedings, data must be given to a regulator or if it is necessary for the performance of the Lease Contract. Within the XPENG Lease group, the data may be shared freely.

21 Applicable law and court of competent jurisdiction

- 21.1 These general terms and conditions, the Lease Contract and all obligations and (legal) actions arising from them and in connection with them are exclusively governed by the laws of the Netherlands.
- 21.2 All disputes arising from or in connection with the Lease Contract will be exclusively resolved by the court of competent jurisdiction in Amsterdam, unless XPENG Lease chooses to submit the dispute to another court of competent jurisdiction in the Netherlands.

XPENG Lease

P.O. Box 55
1000 AB Amsterdam
The Netherlands

Tel. +31 (0)20 658 31 30
info@xpenglease.nl
www.xpenglease.nl