

To: XPeng Inc.

June 24, 2021

XPeng Inc. ("Company") - An Issuer with a Weighted Voting Rights Structure

1. The Company is making an application to list its shares on the Main Board of The Stock Exchange of Hong Kong Limited (the "**Exchange**"). The Company has a WVR structure and I am a beneficiary of weighted voting rights in the Company. I am required under Rule 8A.43 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited ("**Listing Rules**") to give a legally enforceable undertaking to the Company that I will comply with the relevant requirements as set out in Rule 8A.43, which is intended to be for the benefit of and enforceable by the shareholders of the Company from time to time (the "**Shareholders**").
2. Unless otherwise indicated, or where the context requires, the definitions and references used in this undertaking shall be the same as those used in the Listing Rules and as defined in the prospectus of the Company dated June 25, 2021 (the "**Prospectus**").

The Undertakings

1. In anticipation and consideration of the Company proceeding with an application to list and listing on the Exchange, I hereby undertake to the Company that, for so long as I am a beneficiary of weighted voting rights in the Company:
 - (1) I shall comply with (and, if the shares to which the weighted voting rights that I am beneficially interested in are attached are held through a limited partnership, trust, private company or other vehicle, use my best endeavours to procure that such limited partnership, trust, private company or other vehicle complies with) all applicable requirements under Rules 8A.09, 8A.14, 8A.15, 8A.17, 8A.18, and 8A.24 of the Listing Rules from time to time in force (the "**Requirements**"); and
 - (2) I shall use my best endeavours to procure that the Company complies with all applicable Requirements.
2. For the avoidance of doubt, the Requirements are subject to Rule 2.04 of the Listing Rules.
3. In addition, I note that the Company has applied for of a waiver from strict compliance with the Unmet Articles Requirements upon Listing such that the Company will seek shareholders' approval to incorporate such Unmet Articles Requirements into its memorandum and articles of association in an extraordinary general meeting to be convened within 6 months of Listing (the "**Articles Amendment Waiver**"). For details, please refer to the section headed "Waivers from strict compliance with the Listing Rules – Waiver with respect to Articles of Association of the Company" of the Prospectus.
4. In light of the Articles Amendment Waiver and the Undertaking for Interim Compliance, I hereby further undertake to the Company that, before the proposed amendments to incorporate

requirements under Rules 8A.18 and 8A.19 of the Listing Rules in the articles of association of the Company are approved by the Shareholders:

- (1) in the event that a divorce is being contemplated such that any Class B ordinary share will be transferred to an entity which is not wholly owned and not wholly controlled by myself, I will procure that such Class B ordinary share be converted into Class A ordinary share prior to such transfer; and
 - (2) I will not create any encumbrance over any Class B ordinary share in favour of a Founder Affiliate¹.
5. In connection with the Articles Amendment Waiver, I hereby further irrevocably undertake to the Company that:
- (1) I will be present at the 2021 EGM (whether in person or by proxy) and any general meeting that may be convened upon Listing and before the 2021 EGM, and to vote in favor of the Amendment Resolutions;
 - (2) I will be present at any general meeting after the Listing until all Amendment Resolutions are approved by shareholders; and
 - (3) I will procure the Company to give effect to the Undertaking for Interim Compliance upon the Listing and before its existing Articles are formally amended.
6. In connection with the Articles Amendment Waiver, I have also undertaken to the Exchange that:
- (1) if any of the Amendment Resolutions (including the Class-based Resolutions) are not passed at the 2021 EGM, until they are all approved by the shareholders, each of the WVR Beneficiaries will continue to be present and vote in favor of such Amendment Resolutions that have not been passed (including the Class-based Resolutions that have not been passed) at each subsequent annual general meeting; and
 - (2) I will comply with (a) the Unmet Listing Rules Articles Requirements, the GM Postponement Requirement, and the Alibaba Director Appointment and Removal Right Requirement, the Shareholders' Director Nomination Right, Class Right Variation Discretion Removal Requirement, and the Overriding Compliance Requirement, (b) the Class C Removal Requirement by not issuing (in the case of the Company) or procuring the Company not to issue (in the case of Mr. Xiaopeng He and Mr. Heng Xia), any new Class C ordinary share, and (c) the Forum Selection Clarification with respect to the

¹ "Founder Affiliate" means any entity that is ultimately controlled by any of the founders of the Company (being Mr. Xiaopeng He, Mr. Heng Xia and Mr. Tao He). The term "control" shall mean the ownership, directly or indirectly, of shares possessing more than fifty per cent (50%) of the voting power of the corporation, partnership or other entity (other than, in the case of a corporation, securities having such power only by reason of the happening of a contingency), or having the power to control the management or elect a majority of members to the board of directors or equivalent decision-making body of such corporation, partnership or other entity.

Company and its Directors agreeing to submit to the jurisdiction of the court of Hong Kong to hear, settle and/or determine any dispute, controversy or claim whether arising out of or in connection with the Articles or otherwise, upon the Listing and before the existing Articles are formally amended to incorporate the Unmet Articles Requirements, except for the following (For the avoidance of doubt, the exceptions set out in subparagraphs (i) to (iii) below are only applicable to the passing of the Amendment Resolutions and the Company undertakes to the Exchange to comply with the requirements under the Listing Rules for passing any resolution at a separate class meeting and any special resolution after the Listing (other than the Amendment Resolutions)):

- i. paragraph 2(1) of Part B of Appendix 13 such that, prior to the Company's Memorandum and Articles being amended, the threshold for passing any resolution for the Amendment Resolutions in a separate class meeting will be approval by simple majority of the votes cast by such Shareholders as, being entitled to do so, vote in person or, where proxies are allowed, by proxy or, in the case of corporations, by their duly authorized representatives, at a class meeting pursuant to article 3(c) of the Articles, based on the specific and prevailing circumstances of the Company;
- ii. Rules 8A.24(1) and (2) such that, prior to the Memorandum and Articles being amended, weighted voting rights would apply in connection with passing the Amendment Resolutions;
- iii. paragraph 1 of Part B of Appendix 13 such that, the threshold for passing any special resolution for the Amendment Resolutions will be approval by members holding not less than two-thirds of the voting rights of those present and voting in person or by proxy at the general meeting in accordance with article 128 of the current Articles; and
- iv. paragraphs 3(3) and 4(2) of Part B of Appendix 13 to the extent that the Company will not hold an annual general meeting in 2021.

(For the avoidance of doubt, if any of the Class-based Resolutions is not passed at the 2021 EGM, the Undertaking for Interim Compliance will remain valid until the Class-based Resolutions are passed.)

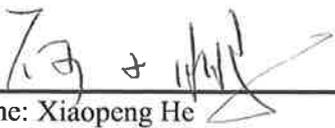
General

7. I acknowledge and agree that the Shareholders rely on all the undertakings in this letter in acquiring and holding their shares.
8. I acknowledge and agree that all the undertakings in this letter are intended to confer a benefit on the Company and all existing and future Shareholders and may be enforced by the Company and/or any such Shareholder against me.
9. All the undertakings in this letter shall automatically terminate upon the earlier of (i) the date of delisting of the Company from the Exchange; and (ii) the date on which I cease to be a

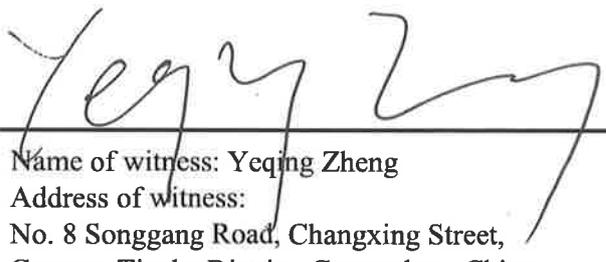
beneficiary of weighted voting rights in the Company. For the avoidance of doubt, the termination of the undertakings in this letter shall not affect any rights, remedies, obligations or liabilities of the Company and/or any Shareholder and/or myself that have accrued up to the date of termination, including the right to claim damages and/or apply for any injunction in respect of any breach of the undertakings in this letter which existed at or before the date of termination.

10. This undertaking shall be governed by the laws of the Hong Kong Special Administrative Region ("**HKSAR**") and all matters, claims or disputes arising out of this undertaking shall be subject to the exclusive jurisdiction of the courts of the HKSAR.

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Name: Xiaopeng He

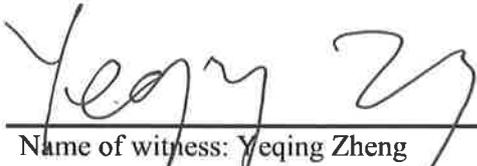
In the Presence of:


Name of witness: Yeqing Zheng
Address of witness:
No. 8 Songgang Road, Changxing Street,
Cencun, Tianhe District, Guangzhou, China
Occupation of witness: Corporate counsel



Name: Heng Xia

In the Presence of:



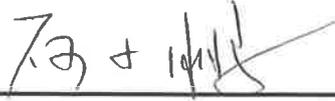
Name of witness: Yeqing Zheng

Address of witness:

No. 8 Songgang Road, Changxing Street, Cencun,
Tianhe District, Guangzhou, China

Occupation of witness: Corporate counsel

We, XPeng Inc., acknowledge and agree to the above.



Name: Xiaopeng He

Title: Director

In the Presence of:



Name of witness: Yeqing Zheng

Address of witness:

No. 8 Songgang Road, Changxing Street,
Cencun, Tianhe District, Guangzhou, China

Occupation of witness: Corporate counsel