

DATED SEPTEMBER 4, 2025

Hesai Group

and

Yifan Li (李一帆)

EXECUTIVE DIRECTOR SERVICE CONTRACT

This **EXECUTIVE DIRECTOR SERVICE CONTRACT** (the “**Agreement**”) is made on September 4, 2025

BETWEEN:-

- (1) Hesai Group, a limited liability company incorporated in the Cayman Islands whose registered address is at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (hereinafter called the “**Company**”); and
- (2) Dr. Yifan Li (李一帆) (holder of PRC Resident Identity Card number: 14010619860327183X) whose residential address is at No. 2 Ziwei Garden, Lane 123, Guiping Road, Xuhui District, Shanghai, PRC (hereinafter called the “**Director**”).

WHEREBY IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

“ Articles of Association ”	means the articles of association of the Company as amended from time to time;
“ Board ”	means the board of directors from time to time appointed by the Company in accordance with the Articles of Association;
“ business day ”	means a day in which banks in Hong Kong are open for normal business;
“ Companies Act ”	means the Companies Act (As Revised) of the Cayman Islands, as amended, or supplemented from time to time;
“ Companies Ordinances ”	means Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) and the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
“ Confidential Information ”	means any confidential information in oral, visual, written and/or other tangible form relating to, or belonging to, any member of the Group including but without limitation to any information relating to the businesses, customers,

suppliers, employees, finance, investments, plans, strategies, know-how, trade secrets, systems, researches, investigations, undertakings, intellectual properties or production procedure of any member of the Group or any other person in which the Group has an interest but excluding any such information generally available in the public domain (other than as a result of a breach by the Director of any of the terms of this Agreement);

“Group”

means the Company and its subsidiaries from time to time;

“Hong Kong”

means the Hong Kong Special Administrative Region of the People’s Republic of China;

“Listing Rules”

means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended, supplemented or modified from time to time;

“SFO”

means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or modified from time to time;

“Stock Exchange”

means The Stock Exchange of Hong Kong Limited;

“subsidiaries”

has the meaning assigned to it under the Companies Ordinances; and

“Takeovers Codes”

means The Codes on Takeovers and Mergers and Share Buy-backs issued by the Securities and Futures Commission in Hong Kong, as amended, supplemented or modified from time to time

- 1.2 The headings are inserted for reference only and shall not affect the construction or interpretation of this Agreement.

2. APPOINTMENT

- 2.1 The Company shall engage the Director, and the Director shall serve the Company and carry out his duties as set out hereinafter, as an executive director (and in positions to which the Company may from time to time appoint the Director) subject to and upon the terms and conditions of this Agreement. The

Company and the Director acknowledge that this Agreement shall not supersede or vary the terms of any employment agreement between any member of the Group and the Director in respect of any other positions the Director holds in the Group.

- 2.2 Unless this Agreement is terminated in accordance with Clause 5 herein, the term of this appointment shall be for an initial term of three years from the date of the prospectus (the “**Prospectus Date**”) of the Company to be issued in connection with the global offering and listing of the Class B ordinary shares of the Company on the Stock Exchange or until the third annual general meeting of the Company after the Prospectus Date, whichever is sooner (subject to re-election as and when required under the Articles of Association).
- 2.3 Unless otherwise recommended by the Company’s nominating and corporate governance committee, subject to the agreement of the parties hereto and in accordance with the relevant requirements of the Articles of Association, the Companies Act and the Listing Rules, upon the expiry of the initial three years term, the Director may be re-appointed for further terms of three years each, during which the Director shall continue to be subject to retirement by rotation requirements under the relevant provisions of the Listing Rules. If the Director is re-appointed, this Agreement shall continue to be effective unless the parties hereto otherwise agree in writing or the compensation committee of the Company otherwise recommends, or until this Agreement is terminated under Clause 5 hereto, whichever is the earlier.

3. FEES AND EXPENSES

- 3.1 The Director hereby agrees that the Company will not pay the Director any director’s service fees in respect of the Director’s performance of his duties as an executive director of the Company.
- 3.2 The Company shall reimburse the Director in accordance with the Articles of Association for all reasonable and documented expenses properly incurred by the Director in connection with the performance of his duties as an executive director of the Company.

4. DUTIES AND RESPONSIBILITIES

- 4.1 In his role as executive director of the Company, the Director is responsible for the management and operations of the Company, and the Director is expected to fulfill fiduciary duties and duties of skill, care and diligence to a standard expected of a person of his knowledge and experience and holding his office within a company, and be answerable to the Board. The Director shall perform all the duties required to be fulfilled as an executive director of the Company in accordance with the provisions of the Articles of Association, the Companies Act, the Companies Ordinances and other applicable laws and regulations in Hong Kong and the Cayman Islands, including the relevant requirements and obligations under the Listing Rules (including but not limited to the Model Code for Securities Transactions by Directors of Listed Issuers), the Takeovers Codes and the SFO.

4.2 In particular, the Director must, in the performance of his duties as an executive director:

- (a) act honestly and in good faith in the interests of the Company and its shareholders as a whole and shall not do acts which are detrimental to the interests of the Company and its shareholders;
- (b) act appropriately for proper purpose and shall not use his position in the Company and power for self-enrichment (such as accepting commissions on transactions related to the Company), accept bribery, or accept any other illegal consideration, or in any way diminish the assets of the Company (including but not limited to business opportunities of the Company);
- (c) be answerable to the Company for the application or misapplication of its assets;
- (d) avoid actual or potential conflicts of interest and duty;
- (e) disclose fully and fairly the Director's interests in accordance with the relevant provisions of the Articles of Association, the Companies Act, the Listing Rules and other relevant laws and regulations;
- (f) apply such degree of skill, care and diligence as may reasonably be expected of a person of the Director's knowledge and experience and holding his office within the Company;
- (g) comply with and follow the directions and orders given by the Board from time to time, and act within the powers granted by the resolution of the Board and/or the shareholders of the Company; and
- (h) comply with the policies and the terms of reference of the relevant committees established by the Company from time to time.

4.3 By accepting appointment, the Director will be deemed to have represented to the Company that, in acting as a director of the Company, he undertakes to perform the duties and be subject to the restrictions contained herein. In addition, the Director shall ensure that he is fully aware of all other obligations under the Listing Rules, the SFO and other applicable regulations and rules of any other regulatory authority, as an executive director of the Company.

4.4 The Director shall participate in any committee of the Board as may from time to time be required by the Board or as required by the Listing Rules to be attended by the Director.

5. TERMINATION

5.1 Subject to the provisions of the Articles of Association and any applicable laws (including the Companies Act), the appointment hereunder shall terminate automatically upon the following events and in such case the Director will have no claim for damages against the Company:

- (a) by reason of his not being re-elected as a director of the Company at any annual general meeting of the Company at which he is to retire by rotation and/or to be re-elected; or
- (b) by virtue of a resolution passed by the members of the Company in general meeting to remove him as a director.

5.2 Notwithstanding any provision hereof but subject to the provisions of the Articles of Association and any applicable laws (including the Companies Act), either the Company or the Director may give to the other party at least three months' notice in writing to terminate his appointment save that no notice is required to be served by the Company on the Director to terminate his appointment should the following happen to the Director:

- (a) be guilty of or commit any serious misconduct which in the reasonable opinion of the Board is in any way detrimental to the interests of the Company; or
- (b) be in serious or wilful or persistent breach of any of the terms of this Agreement (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board); or
- (c) commit any act of bankruptcy or make any arrangements or composition with the Director's creditors generally or persistently fail to pay his personal debts; or
- (d) become of unsound mind or through mental disorder, incapable of managing his own affairs; or
- (e) be guilty of persistent insobriety; or
- (f) be convicted of any criminal offence involving his integrity or honesty; or
- (g) be disqualified to act as a director of the Company under any applicable law, the Companies Act, the Companies Ordinances, the Takeovers Codes, the Listing Rules, the SFO or any rules prescribed by the Stock Exchange; or
- (h) directly or indirectly advise or participate or act in concert with any person who makes or is considering making any offer for the issued share capital of the Company; or
- (i) be convicted of any laws or regulations effective from time to time and relevant to insider dealing offence, or be convicted as an insider dealer pursuant to any laws or regulations effective from time to time and relevant to insider dealing offence; or
- (j) be or become prohibited by law from being a director; or

- (k) act or not act in any manner (whether in the course of the Director's duties or otherwise) which is likely to bring the Director or the Company into disrepute or prejudice the interests of the Company; or
- (l) refuse to carry out any reasonable lawful instructions or directions given to the Director by the Board in the course of his employment or fail to attend to his duties diligently hereunder; or
- (m) be guilty of continuing unsatisfactory conduct or poor performance of his duties, after having received a written warning from the Company relating to the same; or
- (n) improperly divulge to any unauthorized person any Confidential Information or any other business secret or details of the organization, business or clientele of the Group,

and the Director shall have no claim, and shall waive all rights, against the Company or any other member of the Group (save in respect of statutory entitlements) for any termination of the Director's appointment for any one or more of the above reasons and no delay or forbearance by the Company or any member of the Group in exercising any such right of termination as aforesaid shall constitute a waiver of rights.

6. NO CONFLICT OF INTEREST

- 6.1 During the period of the Director's appointment hereunder, the Director shall not undertake any activity (whether paid or unpaid) which may either compromise or give rise to a conflict with either the Director's duties and responsibilities under this Agreement or the business interests of the Company or any other member of the Group, unless the Director has obtained the prior consent of the Board in writing.
- 6.2 Without limiting the generality of Clause 6.1, during the period of the Director's appointment hereunder, the Director must not be engaged, employed, concerned or interested directly or indirectly in any business, company, proposal, project, assignment or development which is in or is related to the industry in which the Company and/or any other member of the Group is concerned unless the Director has obtained the prior consent of the Board in writing.
- 6.3 The Director must immediately and fully disclose in writing to the Company any potential or actual conflicts of interest.

7. CONFIDENTIALITY

The Director agrees to maintain the confidentiality of the Confidential Information and not to disclose such Confidential Information to any third party without prior consent of the Company, unless otherwise required by any applicable law, order from the court with competent jurisdiction or the Stock Exchange, provided that prior notice of such disclosure is provided to the Company (to the extent legally permissible). The Director shall not use the Confidential Information provided by the Company to obtain any commercial

or other benefits from the Company or to do acts which are detrimental to the business of the Company. This obligation continues even after the Director ceases to be a director of the Company. The Director acknowledges that the restrictions contained in this Clause 7 are reasonable and that irreparable damage will be caused to the Company and its subsidiaries in the event of any violation of this Clause 7 by him.

8. OBLIGATIONS TO THIRD PARTIES

The Director warrants that by virtue of entering into this Agreement and performing the duties set out in this Agreement, he will not be in breach of any contract of service or for the provision of services or any partnership agreement and will, save as implied by law, be free from all agreements, arrangements or other restrictions restricting his right to compete with any person or to solicit clients or employees of any person or in any way restricting him from performing this Agreement in accordance with its terms.

9. NOTICES

- 9.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party at its address or e-mail address set out below (or such other address or e-mail address as the addressee has by five days' prior written notice specified to the other party):

To the Company:

Address: 10th Floor, Building A
No. 658 Zhaohua Road
Changning District, Shanghai 200050
People's Republic of China
E-mail Address: hrhelp@hesaitech.com
Attention: Board of Directors

To the Director:

Address: No. 2 Ziwei Garden, Lane 123, Guiping Road, Xuhui
District, Shanghai, PRC
E-mail Address: d@hesaitech.com
Attention: Yifan Li (李一帆)

- 9.2 Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been received, (i) if delivered by hand or by e-mail, when delivered, and (ii) if sent by registered post, when actually delivered to the relevant address. Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. AMENDMENT

This Agreement may not be amended, supplemented or modified except by a written agreement or instrument signed by or on behalf of the parties hereto.

11. SEVERABILITY

Any provision of this Agreement which is prohibited by or unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement. Such invalidity or unenforceability shall not affect the remaining provisions of this Agreement. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties to the full extent permitted by such law to the end that this Agreement shall be a valid and binding agreement enforceable in accordance with its terms.

12. THIRD PARTIES RIGHTS

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available part from the said Act.

13. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by each party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

14. ASSIGNMENT

The Director may not assign any of his rights, liabilities and position under this Agreement to another person.

15. GOVERNING LAW

- 15.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. Any dispute relating hereto shall be heard in Hong Kong and the Company and the Director agree to jurisdiction and venue therein.

SIGNED by **Cailian Yang**
for and on behalf of
Hesai Group

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A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a diagonal stroke and a small flourish.

SIGNED by Yifan Li (李一帆)

A handwritten signature in black ink, consisting of stylized Chinese characters, likely '李一帆' (Li Yifan).

DATED SEPTEMBER 4, 2025

Hesai Group

and

Kai Sun (孙恺)

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BETWEEN:-

- (1) Hesai Group, a limited liability company incorporated in the Cayman Islands whose registered address is at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (hereinafter called the “**Company**”); and
- (2) Dr. Kai Sun (孙 恺) (holder of PRC Resident Identity Card number: 310108198506090556) whose residential address is at Lane 258, Dongbaoxing Road, Hongkou District, Shanghai, PRC (hereinafter called the “**Director**”).

WHEREBY IT IS AGREED as follows:

1. INTERPRETATION

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“ Confidential Information ”	means any confidential information in oral, visual, written and/or other tangible form relating to, or belonging to, any member of the Group including but without limitation to any information relating to the businesses, customers, suppliers, employees, finance,

investments, plans, strategies, know-how, trade secrets, systems, researches, investigations, undertakings, intellectual properties or production procedure of any member of the Group or any other person in which the Group has an interest but excluding any such information generally available in the public domain (other than as a result of a breach by the Director of any of the terms of this Agreement);

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means The Codes on Takeovers and Mergers and Share Buy-backs issued by the Securities and Futures Commission in Hong Kong, as amended, supplemented or modified from time to time

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or vary the terms of any employment agreement between any member of the Group and the Director in respect of any other positions the Director holds in the Group.

- 2.2 Unless this Agreement is terminated in accordance with Clause 5 herein, the term of this appointment shall be for an initial term of three years from the date of the prospectus (the “**Prospectus Date**”) of the Company to be issued in connection with the global offering and listing of the Class B ordinary shares of the Company on the Stock Exchange or until the third annual general meeting of the Company after the Prospectus Date, whichever is sooner (subject to re-election as and when required under the Articles of Association).
- 2.3 Unless otherwise recommended by the Company’s nominating and corporate governance committee, subject to the agreement of the parties hereto and in accordance with the relevant requirements of the Articles of Association, the Companies Act and the Listing Rules, upon the expiry of the initial three years term, the Director may be re-appointed for further terms of three years each, during which the Director shall continue to be subject to retirement by rotation requirements under the relevant provisions of the Listing Rules. If the Director is re-appointed, this Agreement shall continue to be effective unless the parties hereto otherwise agree in writing or the compensation committee of the Company otherwise recommends, or until this Agreement is terminated under Clause 5 hereto, whichever is the earlier.

3. FEES AND EXPENSES

- 3.1 The Director hereby agrees that the Company will not pay the Director any director’s service fees in respect of the Director’s performance of his duties as an executive director of the Company.
- 3.2 The Company shall reimburse the Director in accordance with the Articles of Association for all reasonable and documented expenses properly incurred by the Director in connection with the performance of his duties as an executive director of the Company.

4. DUTIES AND RESPONSIBILITIES

- 4.1 In his role as executive director of the Company, the Director is responsible for the management and operations of the Company, and the Director is expected to fulfill fiduciary duties and duties of skill, care and diligence to a standard expected of a person of his knowledge and experience and holding his office within a company, and be answerable to the Board. The Director shall perform all the duties required to be fulfilled as an executive director of the Company in accordance with the provisions of the Articles of Association, the Companies Act, the Companies Ordinances and other applicable laws and regulations in Hong Kong and the Cayman Islands, including the relevant requirements and obligations under the Listing Rules (including but not limited to the Model Code for Securities Transactions by Directors of Listed Issuers), the Takeovers Codes and the SFO.

4.2 In particular, the Director must, in the performance of his duties as an executive director:

- (a) act honestly and in good faith in the interests of the Company and its shareholders as a whole and shall not do acts which are detrimental to the interests of the Company and its shareholders;
- (b) act appropriately for proper purpose and shall not use his position in the Company and power for self-enrichment (such as accepting commissions on transactions related to the Company), accept bribery, or accept any other illegal consideration, or in any way diminish the assets of the Company (including but not limited to business opportunities of the Company);
- (c) be answerable to the Company for the application or misapplication of its assets;
- (d) avoid actual or potential conflicts of interest and duty;
- (e) disclose fully and fairly the Director's interests in accordance with the relevant provisions of the Articles of Association, the Companies Act, the Listing Rules and other relevant laws and regulations;
- (f) apply such degree of skill, care and diligence as may reasonably be expected of a person of the Director's knowledge and experience and holding his office within the Company;
- (g) comply with and follow the directions and orders given by the Board from time to time, and act within the powers granted by the resolution of the Board and/or the shareholders of the Company; and
- (h) comply with the policies and the terms of reference of the relevant committees established by the Company from time to time.

4.3 By accepting appointment, the Director will be deemed to have represented to the Company that, in acting as a director of the Company, he undertakes to perform the duties and be subject to the restrictions contained herein. In addition, the Director shall ensure that he is fully aware of all other obligations under the Listing Rules, the SFO and other applicable regulations and rules of any other regulatory authority, as an executive director of the Company.

4.4 The Director shall participate in any committee of the Board as may from time to time be required by the Board or as required by the Listing Rules to be attended by the Director.

5. TERMINATION

5.1 Subject to the provisions of the Articles of Association and any applicable laws (including the Companies Act), the appointment hereunder shall terminate automatically upon the following events and in such case the Director will have no claim for damages against the Company:

- (a) by reason of his not being re-elected as a director of the Company at any annual general meeting of the Company at which he is to retire by rotation and/or to be re-elected; or
- (b) by virtue of a resolution passed by the members of the Company in general meeting to remove him as a director.

5.2 Notwithstanding any provision hereof but subject to the provisions of the Articles of Association and any applicable laws (including the Companies Act), either the Company or the Director may give to the other party at least three months' notice in writing to terminate his appointment save that no notice is required to be served by the Company on the Director to terminate his appointment should the following happen to the Director:

- (a) be guilty of or commit any serious misconduct which in the reasonable opinion of the Board is in any way detrimental to the interests of the Company; or
- (b) be in serious or wilful or persistent breach of any of the terms of this Agreement (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board); or
- (c) commit any act of bankruptcy or make any arrangements or composition with the Director's creditors generally or persistently fail to pay his personal debts; or
- (d) become of unsound mind or through mental disorder, incapable of managing his own affairs; or
- (e) be guilty of persistent insobriety; or
- (f) be convicted of any criminal offence involving his integrity or honesty; or
- (g) be disqualified to act as a director of the Company under any applicable law, the Companies Act, the Companies Ordinances, the Takeovers Codes, the Listing Rules, the SFO or any rules prescribed by the Stock Exchange; or
- (h) directly or indirectly advise or participate or act in concert with any person who makes or is considering making any offer for the issued share capital of the Company; or
- (i) be convicted of any laws or regulations effective from time to time and relevant to insider dealing offence, or be convicted as an insider dealer pursuant to any laws or regulations effective from time to time and relevant to insider dealing offence; or
- (j) be or become prohibited by law from being a director; or

- (k) act or not act in any manner (whether in the course of the Director's duties or otherwise) which is likely to bring the Director or the Company into disrepute or prejudice the interests of the Company; or
- (l) refuse to carry out any reasonable lawful instructions or directions given to the Director by the Board in the course of his employment or fail to attend to his duties diligently hereunder; or
- (m) be guilty of continuing unsatisfactory conduct or poor performance of his duties, after having received a written warning from the Company relating to the same; or
- (n) improperly divulge to any unauthorized person any Confidential Information or any other business secret or details of the organization, business or clientele of the Group,

and the Director shall have no claim, and shall waive all rights, against the Company or any other member of the Group (save in respect of statutory entitlements) for any termination of the Director's appointment for any one or more of the above reasons and no delay or forbearance by the Company or any member of the Group in exercising any such right of termination as aforesaid shall constitute a waiver of rights.

6. NO CONFLICT OF INTEREST

- 6.1 During the period of the Director's appointment hereunder, the Director shall not undertake any activity (whether paid or unpaid) which may either compromise or give rise to a conflict with either the Director's duties and responsibilities under this Agreement or the business interests of the Company or any other member of the Group, unless the Director has obtained the prior consent of the Board in writing.
- 6.2 Without limiting the generality of Clause 6.1, during the period of the Director's appointment hereunder, the Director must not be engaged, employed, concerned or interested directly or indirectly in any business, company, proposal, project, assignment or development which is in or is related to the industry in which the Company and/or any other member of the Group is concerned unless the Director has obtained the prior consent of the Board in writing.
- 6.3 The Director must immediately and fully disclose in writing to the Company any potential or actual conflicts of interest.

7. CONFIDENTIALITY

The Director agrees to maintain the confidentiality of the Confidential Information and not to disclose such Confidential Information to any third party without prior consent of the Company, unless otherwise required by any applicable law, order from the court with competent jurisdiction or the Stock Exchange, provided that prior notice of such disclosure is provided to the Company (to the extent legally permissible). The Director shall not use the Confidential Information provided by the Company to obtain any commercial

or other benefits from the Company or to do acts which are detrimental to the business of the Company. This obligation continues even after the Director ceases to be a director of the Company. The Director acknowledges that the restrictions contained in this Clause 7 are reasonable and that irreparable damage will be caused to the Company and its subsidiaries in the event of any violation of this Clause 7 by him.

8. OBLIGATIONS TO THIRD PARTIES

The Director warrants that by virtue of entering into this Agreement and performing the duties set out in this Agreement, he will not be in breach of any contract of service or for the provision of services or any partnership agreement and will, save as implied by law, be free from all agreements, arrangements or other restrictions restricting his right to compete with any person or to solicit clients or employees of any person or in any way restricting him from performing this Agreement in accordance with its terms.

9. NOTICES

- 9.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party at its address or e-mail address set out below (or such other address or e-mail address as the addressee has by five days' prior written notice specified to the other party):

To the Company:

Address: 10th Floor, Building A
No. 658 Zhaohua Road
Changning District, Shanghai 200050
People's Republic of China
E-mail Address: hrhelp@hesaitech.com
Attention: Board of Directors

To the Director:

Address: Lane 258, Dongbaoxing Road, Hongkou District,
Shanghai, PRC
E-mail Address: s@hesaitech.com
Attention: Kai Sun (孙恺)

- 9.2 Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been received, (i) if delivered by hand or by e-mail, when delivered, and (ii) if sent by registered post, when actually delivered to the relevant address. Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. AMENDMENT

This Agreement may not be amended, supplemented or modified except by a written agreement or instrument signed by or on behalf of the parties hereto.

11. SEVERABILITY

Any provision of this Agreement which is prohibited by or unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement. Such invalidity or unenforceability shall not affect the remaining provisions of this Agreement. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties to the full extent permitted by such law to the end that this Agreement shall be a valid and binding agreement enforceable in accordance with its terms.

12. THIRD PARTIES RIGHTS

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available part from the said Act.

13. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by each party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

14. ASSIGNMENT

The Director may not assign any of his rights, liabilities and position under this Agreement to another person.

15. GOVERNING LAW

- 15.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. Any dispute relating hereto shall be heard in Hong Kong and the Company and the Director agree to jurisdiction and venue therein.

SIGNED by Cailian Yang
for and on behalf of
Hesai Group

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)



SIGNED by Kai Sun (孙恺)

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)

A handwritten signature in black ink, consisting of stylized, flowing characters that appear to be '孙恺' (Sun Kai). The signature is written over three closing parentheses ')))'.

DATED SEPTEMBER 4, 2025

Hesai Group

and

Shaoqing Xiang (向少卿)

EXECUTIVE DIRECTOR SERVICE CONTRACT

This **EXECUTIVE DIRECTOR SERVICE CONTRACT** (the “**Agreement**”) is made on September 4, 2025

BETWEEN:-

- (1) Hesai Group, a limited liability company incorporated in the Cayman Islands whose registered address is at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (hereinafter called the “**Company**”); and
- (2) Mr. Shaoqing Xiang (向少卿) (holder of PRC Resident Identity Card ID number: 330103198503040010) whose residential address is at No. 167, Lane 1322, Huishan Road, Jiading District, Shanghai, PRC (hereinafter called the “**Director**”).

WHEREBY IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

“ Articles of Association ”	means the articles of association of the Company as amended from time to time;
“ Board ”	means the board of directors from time to time appointed by the Company in accordance with the Articles of Association;
“ business day ”	means a day in which banks in Hong Kong are open for normal business;
“ Companies Act ”	means the Companies Act (As Revised) of the Cayman Islands, as amended, or supplemented from time to time;
“ Companies Ordinances ”	means Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) and the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
“ Confidential Information ”	means any confidential information in oral, visual, written and/or other tangible form relating to, or belonging to, any member of the Group including but without limitation to any information relating to the businesses, customers,

suppliers, employees, finance, investments, plans, strategies, know-how, trade secrets, systems, researches, investigations, undertakings, intellectual properties or production procedure of any member of the Group or any other person in which the Group has an interest but excluding any such information generally available in the public domain (other than as a result of a breach by the Director of any of the terms of this Agreement);

“Group”

means the Company and its subsidiaries from time to time;

“Hong Kong”

means the Hong Kong Special Administrative Region of the People’s Republic of China;

“Listing Rules”

means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended, supplemented or modified from time to time;

“SFO”

means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or modified from time to time;

“Stock Exchange”

means The Stock Exchange of Hong Kong Limited;

“subsidiaries”

has the meaning assigned to it under the Companies Ordinances; and

“Takeovers Codes”

means The Codes on Takeovers and Mergers and Share Buy-backs issued by the Securities and Futures Commission in Hong Kong, as amended, supplemented or modified from time to time

- 1.2 The headings are inserted for reference only and shall not affect the construction or interpretation of this Agreement.

2. APPOINTMENT

- 2.1 The Company shall engage the Director, and the Director shall serve the Company and carry out his duties as set out hereinafter, as an executive director (and in positions to which the Company may from time to time appoint the Director) subject to and upon the terms and conditions of this Agreement. The

Company and the Director acknowledge that this Agreement shall not supersede or vary the terms of any employment agreement between any member of the Group and the Director in respect of any other positions the Director holds in the Group.

- 2.2 Unless this Agreement is terminated in accordance with Clause 5 herein, the term of this appointment shall be for an initial term of three years from the date of the prospectus (the “**Prospectus Date**”) of the Company to be issued in connection with the global offering and listing of the Class B ordinary shares of the Company on the Stock Exchange or until the third annual general meeting of the Company after the Prospectus Date, whichever is sooner (subject to re-election as and when required under the Articles of Association).
- 2.3 Unless otherwise recommended by the Company’s nominating and corporate governance committee, subject to the agreement of the parties hereto and in accordance with the relevant requirements of the Articles of Association, the Companies Act and the Listing Rules, upon the expiry of the initial three years term, the Director may be re-appointed for further terms of three years each, during which the Director shall continue to be subject to retirement by rotation requirements under the relevant provisions of the Listing Rules. If the Director is re-appointed, this Agreement shall continue to be effective unless the parties hereto otherwise agree in writing or the compensation committee of the Company otherwise recommends, or until this Agreement is terminated under Clause 5 hereto, whichever is the earlier.

3. FEES AND EXPENSES

- 3.1 The Director hereby agrees that the Company will not pay the Director any director’s service fees in respect of the Director’s performance of his duties as an executive director of the Company.
- 3.2 The Company shall reimburse the Director in accordance with the Articles of Association for all reasonable and documented expenses properly incurred by the Director in connection with the performance of his duties as an executive director of the Company.

4. DUTIES AND RESPONSIBILITIES

- 4.1 In his role as executive director of the Company, the Director is responsible for the management and operations of the Company, and the Director is expected to fulfill fiduciary duties and duties of skill, care and diligence to a standard expected of a person of his knowledge and experience and holding his office within a company, and be answerable to the Board. The Director shall perform all the duties required to be fulfilled as an executive director of the Company in accordance with the provisions of the Articles of Association, the Companies Act, the Companies Ordinances and other applicable laws and regulations in Hong Kong and the Cayman Islands, including the relevant requirements and obligations under the Listing Rules (including but not limited to the Model Code for Securities Transactions by Directors of Listed Issuers), the Takeovers Codes and the SFO.

4.2 In particular, the Director must, in the performance of his duties as an executive director:

- (a) act honestly and in good faith in the interests of the Company and its shareholders as a whole and shall not do acts which are detrimental to the interests of the Company and its shareholders;
- (b) act appropriately for proper purpose and shall not use his position in the Company and power for self-enrichment (such as accepting commissions on transactions related to the Company), accept bribery, or accept any other illegal consideration, or in any way diminish the assets of the Company (including but not limited to business opportunities of the Company);
- (c) be answerable to the Company for the application or misapplication of its assets;
- (d) avoid actual or potential conflicts of interest and duty;
- (e) disclose fully and fairly the Director's interests in accordance with the relevant provisions of the Articles of Association, the Companies Act, the Listing Rules and other relevant laws and regulations;
- (f) apply such degree of skill, care and diligence as may reasonably be expected of a person of the Director's knowledge and experience and holding his office within the Company;
- (g) comply with and follow the directions and orders given by the Board from time to time, and act within the powers granted by the resolution of the Board and/or the shareholders of the Company; and
- (h) comply with the policies and the terms of reference of the relevant committees established by the Company from time to time.

4.3 By accepting appointment, the Director will be deemed to have represented to the Company that, in acting as a director of the Company, he undertakes to perform the duties and be subject to the restrictions contained herein. In addition, the Director shall ensure that he is fully aware of all other obligations under the Listing Rules, the SFO and other applicable regulations and rules of any other regulatory authority, as an executive director of the Company.

4.4 The Director shall participate in any committee of the Board as may from time to time be required by the Board or as required by the Listing Rules to be attended by the Director.

5. TERMINATION

5.1 Subject to the provisions of the Articles of Association and any applicable laws (including the Companies Act), the appointment hereunder shall terminate automatically upon the following events and in such case the Director will have no claim for damages against the Company:

- (a) by reason of his not being re-elected as a director of the Company at any annual general meeting of the Company at which he is to retire by rotation and/or to be re-elected; or
- (b) by virtue of a resolution passed by the members of the Company in general meeting to remove him as a director.

5.2 Notwithstanding any provision hereof but subject to the provisions of the Articles of Association and any applicable laws (including the Companies Act), either the Company or the Director may give to the other party at least three months' notice in writing to terminate his appointment save that no notice is required to be served by the Company on the Director to terminate his appointment should the following happen to the Director:

- (a) be guilty of or commit any serious misconduct which in the reasonable opinion of the Board is in any way detrimental to the interests of the Company; or
- (b) be in serious or wilful or persistent breach of any of the terms of this Agreement (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board); or
- (c) commit any act of bankruptcy or make any arrangements or composition with the Director's creditors generally or persistently fail to pay his personal debts; or
- (d) become of unsound mind or through mental disorder, incapable of managing his own affairs; or
- (e) be guilty of persistent insobriety; or
- (f) be convicted of any criminal offence involving his integrity or honesty; or
- (g) be disqualified to act as a director of the Company under any applicable law, the Companies Act, the Companies Ordinances, the Takeovers Codes, the Listing Rules, the SFO or any rules prescribed by the Stock Exchange; or
- (h) directly or indirectly advise or participate or act in concert with any person who makes or is considering making any offer for the issued share capital of the Company; or
- (i) be convicted of any laws or regulations effective from time to time and relevant to insider dealing offence, or be convicted as an insider dealer pursuant to any laws or regulations effective from time to time and relevant to insider dealing offence; or
- (j) be or become prohibited by law from being a director; or

- (k) act or not act in any manner (whether in the course of the Director's duties or otherwise) which is likely to bring the Director or the Company into disrepute or prejudice the interests of the Company; or
- (l) refuse to carry out any reasonable lawful instructions or directions given to the Director by the Board in the course of his employment or fail to attend to his duties diligently hereunder; or
- (m) be guilty of continuing unsatisfactory conduct or poor performance of his duties, after having received a written warning from the Company relating to the same; or
- (n) improperly divulge to any unauthorized person any Confidential Information or any other business secret or details of the organization, business or clientele of the Group,

and the Director shall have no claim, and shall waive all rights, against the Company or any other member of the Group (save in respect of statutory entitlements) for any termination of the Director's appointment for any one or more of the above reasons and no delay or forbearance by the Company or any member of the Group in exercising any such right of termination as aforesaid shall constitute a waiver of rights.

6. NO CONFLICT OF INTEREST

- 6.1 During the period of the Director's appointment hereunder, the Director shall not undertake any activity (whether paid or unpaid) which may either compromise or give rise to a conflict with either the Director's duties and responsibilities under this Agreement or the business interests of the Company or any other member of the Group, unless the Director has obtained the prior consent of the Board in writing.
- 6.2 Without limiting the generality of Clause 6.1, during the period of the Director's appointment hereunder, the Director must not be engaged, employed, concerned or interested directly or indirectly in any business, company, proposal, project, assignment or development which is in or is related to the industry in which the Company and/or any other member of the Group is concerned unless the Director has obtained the prior consent of the Board in writing.
- 6.3 The Director must immediately and fully disclose in writing to the Company any potential or actual conflicts of interest.

7. CONFIDENTIALITY

The Director agrees to maintain the confidentiality of the Confidential Information and not to disclose such Confidential Information to any third party without prior consent of the Company, unless otherwise required by any applicable law, order from the court with competent jurisdiction or the Stock Exchange, provided that prior notice of such disclosure is provided to the Company (to the extent legally permissible). The Director shall not use the Confidential Information provided by the Company to obtain any commercial

or other benefits from the Company or to do acts which are detrimental to the business of the Company. This obligation continues even after the Director ceases to be a director of the Company. The Director acknowledges that the restrictions contained in this Clause 7 are reasonable and that irreparable damage will be caused to the Company and its subsidiaries in the event of any violation of this Clause 7 by him.

8. OBLIGATIONS TO THIRD PARTIES

The Director warrants that by virtue of entering into this Agreement and performing the duties set out in this Agreement, he will not be in breach of any contract of service or for the provision of services or any partnership agreement and will, save as implied by law, be free from all agreements, arrangements or other restrictions restricting his right to compete with any person or to solicit clients or employees of any person or in any way restricting him from performing this Agreement in accordance with its terms.

9. NOTICES

- 9.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party at its address or e-mail address set out below (or such other address or e-mail address as the addressee has by five days' prior written notice specified to the other party):

To the Company:

Address: 10th Floor, Building A
No. 658 Zhaohua Road
Changning District, Shanghai 200050
People's Republic of China
E-mail Address: hrhelp@hesaitech.com
Attention: Board of Directors

To the Director:

Address: No. 167, Lane 1322, Huishan Road, Jiading District,
Shanghai, PRC
E-mail Address: x@hesaitech.com
Attention: Shaoqing Xiang (向少卿)

- 9.2 Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been received, (i) if delivered by hand or by e-mail, when delivered, and (ii) if sent by registered post, when actually delivered to the relevant address. Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. AMENDMENT

This Agreement may not be amended, supplemented or modified except by a written agreement or instrument signed by or on behalf of the parties hereto.

11. SEVERABILITY

Any provision of this Agreement which is prohibited by or unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement. Such invalidity or unenforceability shall not affect the remaining provisions of this Agreement. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties to the full extent permitted by such law to the end that this Agreement shall be a valid and binding agreement enforceable in accordance with its terms.

12. THIRD PARTIES RIGHTS

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available part from the said Act.

13. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by each party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

14. ASSIGNMENT

The Director may not assign any of his rights, liabilities and position under this Agreement to another person.

15. GOVERNING LAW

- 15.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. Any dispute relating hereto shall be heard in Hong Kong and the Company and the Director agree to jurisdiction and venue therein.

SIGNED by Cailian Yang
for and on behalf of
Hesai Group

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A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a diagonal stroke and a small flourish at the end.

SIGNED by Shaoqing Xiang (向少卿)

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DATED SEPTEMBER 4, 2025

Hesai Group

and

Cailian Yang (杨彩莲)

EXECUTIVE DIRECTOR SERVICE CONTRACT

This **EXECUTIVE DIRECTOR SERVICE CONTRACT** (the “**Agreement**”) is made on September 4, 2025

BETWEEN:-

- (1) Hesai Group, a limited liability company incorporated in the Cayman Islands whose registered address is at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (hereinafter called the “**Company**”); and
- (2) Ms. Cailian Yang (杨彩莲) (holder of PRC Resident Identity Card ID number: 320911199011062228) whose residential address is at Building 7, No. 2 Huangshan Road, Tinghu District, Yancheng City, Jiangsu Province, PRC (hereinafter called the “**Director**”).

WHEREBY IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

“ Articles of Association ”	means the articles of association of the Company as amended from time to time;
“ Board ”	means the board of directors from time to time appointed by the Company in accordance with the Articles of Association;
“ business day ”	means a day in which banks in Hong Kong are open for normal business;
“ Companies Act ”	means the Companies Act (As Revised) of the Cayman Islands, as amended, or supplemented from time to time;
“ Companies Ordinances ”	means Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) and the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
“ Confidential Information ”	means any confidential information in oral, visual, written and/or other tangible form relating to, or belonging to, any member of the Group including but without limitation to any information relating to the businesses, customers,

suppliers, employees, finance, investments, plans, strategies, know-how, trade secrets, systems, researches, investigations, undertakings, intellectual properties or production procedure of any member of the Group or any other person in which the Group has an interest but excluding any such information generally available in the public domain (other than as a result of a breach by the Director of any of the terms of this Agreement);

“Group” means the Company and its subsidiaries from time to time;

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

“Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended, supplemented or modified from time to time;

“SFO” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or modified from time to time;

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

“subsidiaries” has the meaning assigned to it under the Companies Ordinances; and

“Takeovers Codes” means The Codes on Takeovers and Mergers and Share Buy-backs issued by the Securities and Futures Commission in Hong Kong, as amended, supplemented or modified from time to time

- 1.2 The headings are inserted for reference only and shall not affect the construction or interpretation of this Agreement.

2. APPOINTMENT

- 2.1 The Company shall engage the Director, and the Director shall serve the Company and carry out his duties as set out hereinafter, as an executive director (and in positions to which the Company may from time to time appoint the Director) subject to and upon the terms and conditions of this Agreement. The

Company and the Director acknowledge that this Agreement shall not supersede or vary the terms of any employment agreement between any member of the Group and the Director in respect of any other positions the Director holds in the Group.

- 2.2 Unless this Agreement is terminated in accordance with Clause 5 herein, the term of this appointment shall be for an initial term of three years from the date of the prospectus (the “**Prospectus Date**”) of the Company to be issued in connection with the global offering and listing of the Class B ordinary shares of the Company on the Stock Exchange or until the third annual general meeting of the Company after the Prospectus Date, whichever is sooner (subject to re-election as and when required under the Articles of Association).
- 2.3 Unless otherwise recommended by the Company’s nominating and corporate governance committee, subject to the agreement of the parties hereto and in accordance with the relevant requirements of the Articles of Association, the Companies Act and the Listing Rules, upon the expiry of the initial three years term, the Director may be re-appointed for further terms of three years each, during which the Director shall continue to be subject to retirement by rotation requirements under the relevant provisions of the Listing Rules. If the Director is re-appointed, this Agreement shall continue to be effective unless the parties hereto otherwise agree in writing or the compensation committee of the Company otherwise recommends, or until this Agreement is terminated under Clause 5 hereto, whichever is the earlier.

3. FEES AND EXPENSES

- 3.1 The Director hereby agrees that the Company will not pay the Director any director’s service fees in respect of the Director’s performance of his duties as an executive director of the Company.
- 3.2 The Company shall reimburse the Director in accordance with the Articles of Association for all reasonable and documented expenses properly incurred by the Director in connection with the performance of his duties as an executive director of the Company.

4. DUTIES AND RESPONSIBILITIES

- 4.1 In his role as executive director of the Company, the Director is responsible for the management and operations of the Company, and the Director is expected to fulfill fiduciary duties and duties of skill, care and diligence to a standard expected of a person of his knowledge and experience and holding his office within a company, and be answerable to the Board. The Director shall perform all the duties required to be fulfilled as an executive director of the Company in accordance with the provisions of the Articles of Association, the Companies Act, the Companies Ordinances and other applicable laws and regulations in Hong Kong and the Cayman Islands, including the relevant requirements and obligations under the Listing Rules (including but not limited to the Model Code for Securities Transactions by Directors of Listed Issuers), the Takeovers Codes and the SFO.

4.2 In particular, the Director must, in the performance of his duties as an executive director:

- (a) act honestly and in good faith in the interests of the Company and its shareholders as a whole and shall not do acts which are detrimental to the interests of the Company and its shareholders;
- (b) act appropriately for proper purpose and shall not use his position in the Company and power for self-enrichment (such as accepting commissions on transactions related to the Company), accept bribery, or accept any other illegal consideration, or in any way diminish the assets of the Company (including but not limited to business opportunities of the Company);
- (c) be answerable to the Company for the application or misapplication of its assets;
- (d) avoid actual or potential conflicts of interest and duty;
- (e) disclose fully and fairly the Director's interests in accordance with the relevant provisions of the Articles of Association, the Companies Act, the Listing Rules and other relevant laws and regulations;
- (f) apply such degree of skill, care and diligence as may reasonably be expected of a person of the Director's knowledge and experience and holding his office within the Company;
- (g) comply with and follow the directions and orders given by the Board from time to time, and act within the powers granted by the resolution of the Board and/or the shareholders of the Company; and
- (h) comply with the policies and the terms of reference of the relevant committees established by the Company from time to time.

4.3 By accepting appointment, the Director will be deemed to have represented to the Company that, in acting as a director of the Company, he undertakes to perform the duties and be subject to the restrictions contained herein. In addition, the Director shall ensure that he is fully aware of all other obligations under the Listing Rules, the SFO and other applicable regulations and rules of any other regulatory authority, as an executive director of the Company.

4.4 The Director shall participate in any committee of the Board as may from time to time be required by the Board or as required by the Listing Rules to be attended by the Director.

5. TERMINATION

5.1 Subject to the provisions of the Articles of Association and any applicable laws (including the Companies Act), the appointment hereunder shall terminate automatically upon the following events and in such case the Director will have no claim for damages against the Company:

- (a) by reason of his not being re-elected as a director of the Company at any annual general meeting of the Company at which he is to retire by rotation and/or to be re-elected; or
- (b) by virtue of a resolution passed by the members of the Company in general meeting to remove him as a director.

5.2 Notwithstanding any provision hereof but subject to the provisions of the Articles of Association and any applicable laws (including the Companies Act), either the Company or the Director may give to the other party at least three months' notice in writing to terminate his appointment save that no notice is required to be served by the Company on the Director to terminate his appointment should the following happen to the Director:

- (a) be guilty of or commit any serious misconduct which in the reasonable opinion of the Board is in any way detrimental to the interests of the Company; or
- (b) be in serious or wilful or persistent breach of any of the terms of this Agreement (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board); or
- (c) commit any act of bankruptcy or make any arrangements or composition with the Director's creditors generally or persistently fail to pay his personal debts; or
- (d) become of unsound mind or through mental disorder, incapable of managing his own affairs; or
- (e) be guilty of persistent insobriety; or
- (f) be convicted of any criminal offence involving his integrity or honesty; or
- (g) be disqualified to act as a director of the Company under any applicable law, the Companies Act, the Companies Ordinances, the Takeovers Codes, the Listing Rules, the SFO or any rules prescribed by the Stock Exchange; or
- (h) directly or indirectly advise or participate or act in concert with any person who makes or is considering making any offer for the issued share capital of the Company; or
- (i) be convicted of any laws or regulations effective from time to time and relevant to insider dealing offence, or be convicted as an insider dealer pursuant to any laws or regulations effective from time to time and relevant to insider dealing offence; or
- (j) be or become prohibited by law from being a director; or

- (k) act or not act in any manner (whether in the course of the Director's duties or otherwise) which is likely to bring the Director or the Company into disrepute or prejudice the interests of the Company; or
- (l) refuse to carry out any reasonable lawful instructions or directions given to the Director by the Board in the course of his employment or fail to attend to his duties diligently hereunder; or
- (m) be guilty of continuing unsatisfactory conduct or poor performance of his duties, after having received a written warning from the Company relating to the same; or
- (n) improperly divulge to any unauthorized person any Confidential Information or any other business secret or details of the organization, business or clientele of the Group,

and the Director shall have no claim, and shall waive all rights, against the Company or any other member of the Group (save in respect of statutory entitlements) for any termination of the Director's appointment for any one or more of the above reasons and no delay or forbearance by the Company or any member of the Group in exercising any such right of termination as aforesaid shall constitute a waiver of rights.

6. NO CONFLICT OF INTEREST

- 6.1 During the period of the Director's appointment hereunder, the Director shall not undertake any activity (whether paid or unpaid) which may either compromise or give rise to a conflict with either the Director's duties and responsibilities under this Agreement or the business interests of the Company or any other member of the Group, unless the Director has obtained the prior consent of the Board in writing.
- 6.2 Without limiting the generality of Clause 6.1, during the period of the Director's appointment hereunder, the Director must not be engaged, employed, concerned or interested directly or indirectly in any business, company, proposal, project, assignment or development which is in or is related to the industry in which the Company and/or any other member of the Group is concerned unless the Director has obtained the prior consent of the Board in writing.
- 6.3 The Director must immediately and fully disclose in writing to the Company any potential or actual conflicts of interest.

7. CONFIDENTIALITY

The Director agrees to maintain the confidentiality of the Confidential Information and not to disclose such Confidential Information to any third party without prior consent of the Company, unless otherwise required by any applicable law, order from the court with competent jurisdiction or the Stock Exchange, provided that prior notice of such disclosure is provided to the Company (to the extent legally permissible). The Director shall not use the Confidential Information provided by the Company to obtain any commercial

or other benefits from the Company or to do acts which are detrimental to the business of the Company. This obligation continues even after the Director ceases to be a director of the Company. The Director acknowledges that the restrictions contained in this Clause 7 are reasonable and that irreparable damage will be caused to the Company and its subsidiaries in the event of any violation of this Clause 7 by him.

8. OBLIGATIONS TO THIRD PARTIES

The Director warrants that by virtue of entering into this Agreement and performing the duties set out in this Agreement, he will not be in breach of any contract of service or for the provision of services or any partnership agreement and will, save as implied by law, be free from all agreements, arrangements or other restrictions restricting his right to compete with any person or to solicit clients or employees of any person or in any way restricting him from performing this Agreement in accordance with its terms.

9. NOTICES

- 9.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party at its address or e-mail address set out below (or such other address or e-mail address as the addressee has by five days' prior written notice specified to the other party):

To the Company:

Address: 10th Floor, Building A
No. 658 Zhaohua Road
Changning District, Shanghai 200050
People's Republic of China
E-mail Address: hrhelp@hesaitech.com
Attention: Board of Directors

To the Director:

Address: Building 7, No. 2 Huangshan Road, Tinghu District,
Yancheng City, Jiangsu Province, PRC
E-mail Address: rachel@hesaitech.com
Attention: Cailian Yang (杨彩莲)

- 9.2 Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been received, (i) if delivered by hand or by e-mail, when delivered, and (ii) if sent by registered post, when actually delivered to the relevant address. Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. AMENDMENT

This Agreement may not be amended, supplemented or modified except by a written agreement or instrument signed by or on behalf of the parties hereto.

11. SEVERABILITY

Any provision of this Agreement which is prohibited by or unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement. Such invalidity or unenforceability shall not affect the remaining provisions of this Agreement. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties to the full extent permitted by such law to the end that this Agreement shall be a valid and binding agreement enforceable in accordance with its terms.

12. THIRD PARTIES RIGHTS

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available part from the said Act.

13. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by each party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

14. ASSIGNMENT

The Director may not assign any of his rights, liabilities and position under this Agreement to another person.

15. GOVERNING LAW

- 15.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. Any dispute relating hereto shall be heard in Hong Kong and the Company and the Director agree to jurisdiction and venue therein.

SIGNED by Kai Sun
for and on behalf of
Hesai Group

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A handwritten signature in black ink, consisting of a large loop on the left, a vertical line in the center, and a horizontal line with a small upward tick on the right.

SIGNED by Cailian Yang (杨彩莲)

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A handwritten signature in black ink, consisting of a large, stylized 'Y' shape with a horizontal stroke across the middle and a small flourish at the end.

PRIVATE AND CONFIDENTIAL

Hesai Group

(A company controlled through weighted voting rights and incorporated in the Cayman Islands with limited liability)

September 4, 2025

Mr. Jia Ren (任佳)

No. 13, Lane 519
Changde Road
Shanghai
PRC

Dear Mr. Ren,

Appointment as an independent non-executive director of Hesai Group (the “Company”)

We hereby invite you to serve as an independent non-executive director of the Company for an initial term of three years from the date of the prospectus (the “**Prospectus Date**”) of the Company to be issued in connection with the global offering and listing of the Class B ordinary shares of the Company on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) or until the third annual general meeting of the Company after the Prospectus Date, whichever is sooner (subject to re-election as and when required under the Articles (as defined below)). Your appointment will be subject to the relevant provisions in respect of retirement by rotation in accordance with the memorandum and articles of association of the Company (the “**Articles**”) and the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as may be amended, supplemented or modified from time to time) (the “**Listing Rules**”). You shall not continue serving in your position until you have been re-elected at the relevant annual general meeting of the Company. If you are re-elected, the terms and conditions of this letter agreement (this “**Agreement**”) will continue to be effective unless otherwise agreed by the parties hereto, or otherwise recommended by the relevant board committee(s) of the Company, or until this Agreement being terminated under paragraph (5) or (6) hereto, whichever is the earlier.

You hereby agree to serve as an independent non-executive director of the Company and a member of any committee as may from time to time be required by the board of directors of the Company (the “**Board**”). During the term of your office, the Company will pay you a total compensation equivalent to US\$100,000 (or such equivalent amount in RMB) per annum, which will be deemed to accrue on a day to day basis. You hereby also consent to be subject to retirement by rotation and re-election at the annual general meeting of the Company in accordance with the Articles, the Listing Rules and other applicable laws, rules and regulations.

- (1) You hereby undertake to the Company that during your office, you shall:
 - (a) discharge your duties as an independent non-executive director of the Company in accordance with the Articles, terms of reference of the relevant committee(s) of the Board, this Agreement, resolutions of the general meeting of the Company and resolutions of the Board, and perform your obligations to the shareholders of the Company in accordance with the Articles;

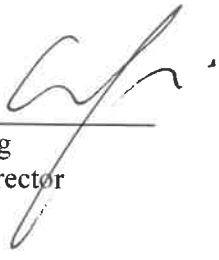
- (b) comply with the reasonable and lawful decisions of the general meeting of the Company and/or the Board;
- (c) abide by and perform the duties of an independent non-executive director for the shareholders of the Company as stipulated in the Articles;
- (d) attend Board meetings, general meetings of the shareholders and meetings of the Board committees of which you are a member;
- (e) perform all duties required as an independent non-executive director of the Company in accordance with provisions of the Articles, the Companies Act (As Revised) of the Cayman Islands, Cap. 22 (Law 3 of 1961) (as amended, supplemented or modified from time to time), the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (as amended, supplemented or modified from time to time) (the “**Companies Ordinance**”), the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) (as amended, supplemented or modified from time to time), and applicable laws, rules and regulations of Hong Kong and the Cayman Islands;
- (f) comply with the restrictions and obligations required under the Listing Rules, including but not limited to, the Model Code for Securities Transactions by Directors of Listed Companies, The Hong Kong Code on Takeovers, Mergers and Share Buybacks as promulgated by the Securities and Futures Commission of Hong Kong and the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (as amended, supplemented or modified from time to time), and all other relevant laws or regulations;
- (g) comply with the relevant rules and regulations with respect to the directors as set by the Company from time to time;
- (h) when exercising the powers conferred on a director by the Company or performance of your obligations:
 - (i) act honestly and in good faith in the interests of the Company as a whole and not do acts which are detrimental to the interests of the Company;
 - (ii) act appropriately for proper purpose and not use your position as a director of the Company and power for self-enrichment (such as accepting commissions on transactions related to the Company), accept bribes, or accept any other illegal consideration, or in any way diminish the assets of the Company (including but not limited to business opportunities of the Company);
 - (iii) be answerable to the Company for the application or misapplication of its assets; not use the Company’s assets in any way for self-enrichment without informing the shareholders of the Company and having them consent at the general meeting of the Company;
 - (iv) avoid actual and potential conflicts of interest;

- (v) when entering into contracts with the Company or any of its subsidiaries, disclose all the interests involved in such contracts completely, accurately and fairly, and comply with the Articles, the Listing Rules and other relevant laws and regulations; and
 - (vi) apply such degree of skill, care and diligence as may reasonably be expected of a person of your knowledge and experience and holding your office as an independent non-executive director of the Company.
- (2) While you are performing your duties as an independent non-executive director of the Company, the Company will provide you with documents, information and data. You agree to keep such documents, information and data confidential, except that you will be allowed to disclose such documents, information and data (i) if it is required by any applicable law, order from a court with competent jurisdiction or the Stock Exchange; and (ii) to the entity that has nominated you as a director of the Company or its relevant employees on a need-to-know basis to fulfil your obligations under this Agreement, and you shall ensure in advance that the relevant entity or employee has undertaken to comply with the same confidentiality obligations as that set out in this Agreement. You shall not use the documents, information and data provided by the Company to obtain any commercial or other benefits from the Company or to do acts which are detrimental to the business of the Company.
- (3) The Company will provide you with all reasonable assistance (including but not limited to assistance and services from the Company's legal advisors and auditors) to enable you to perform your duties as an independent non-executive director under the Listing Rules, the Articles, and the relevant laws and regulations as mentioned in paragraph (1)(e) of this Agreement.
- (4) The Company will reimburse the expenses reasonably and properly incurred by you (with the presentation of relevant invoices and/or valid proof) during the performance of your duties as an independent non-executive director of the Company, such as travel and accommodation expenses and telephone charges. To the extent permitted by applicable laws and regulations (including not limited to the Companies Ordinance and the Listing Rules), the Company shall indemnify you from any claim arising or incurred as a result of your duties as an independent non-executive director of the Company during your term of office, unless you are in breach of applicable laws or regulations, the Articles or any obligation imposed under the terms of this Agreement during your performance of duties as a non-executive director of the Company.
- (5) You may resign at any time by serving the Company thirty (30) days' notice in writing. The Company may terminate your appointment as an independent non-executive director with immediate effect by serving you three months' notice in writing.
- (6) If you have violated any laws and regulations which may have actual or potential impact on the Company, the Company has the right to terminate your appointment as an independent non-executive director at any time.
- (7) You may not assign any of your rights, liabilities and position under this Agreement to another person.

- (8) This Agreement and the relevant documents referred to in this Agreement shall constitute the entire agreement and understanding of the parties hereto and shall supersede all prior oral or written agreements, contracts, understanding and correspondence between the parties hereto relating to this Agreement.
- (9) This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.

If you agree to the terms and conditions above, please sign below and return a copy of this Agreement for our record.

For and on behalf of
Hesai Group



Name: Cailian Yang
Title: Executive Director

I hereby agree to the terms and conditions above and my appointment as an independent non-executive director of Hesai Group.

A handwritten signature in black ink, consisting of stylized Chinese characters, positioned above a horizontal line.

Name: Jia Ren

PRIVATE AND CONFIDENTIAL

Hesai Group

(A company controlled through weighted voting rights and incorporated in the Cayman Islands with limited liability)

September 4, 2025

Dr. Chen Jie (陈劼)

Unit 2, Faculty Apartment
No. 199 Huanke Road
ShanghaiTech University
Pudong New District
Shanghai
PRC

Dear Dr. Chen,

Appointment as an independent non-executive director of Hesai Group (the “Company”)

We hereby invite you to serve as an independent non-executive director of the Company for an initial term of three years from the date of the prospectus (the “**Prospectus Date**”) of the Company to be issued in connection with the global offering and listing of the Class B ordinary shares of the Company on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) or until the third annual general meeting of the Company after the Prospectus Date, whichever is sooner (subject to re-election as and when required under the Articles (as defined below)). Your appointment will be subject to the relevant provisions in respect of retirement by rotation in accordance with the memorandum and articles of association of the Company (the “**Articles**”) and the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as may be amended, supplemented or modified from time to time) (the “**Listing Rules**”). You shall not continue serving in your position until you have been re-elected at the relevant annual general meeting of the Company. If you are re-elected, the terms and conditions of this letter agreement (this “**Agreement**”) will continue to be effective unless otherwise agreed by the parties hereto, or otherwise recommended by the relevant board committee(s) of the Company, or until this Agreement being terminated under paragraph (5) or (6) hereto, whichever is the earlier.

You hereby agree to serve as an independent non-executive director of the Company and a member of any committee as may from time to time be required by the board of directors of the Company (the “**Board**”). During the term of your office, the Company will pay you a total compensation equivalent to US\$100,000 (or such equivalent amount in RMB) per annum, which will be deemed to accrue on a day to day basis. You hereby also consent to be subject to retirement by rotation and re-election at the annual general meeting of the Company in accordance with the Articles, the Listing Rules and other applicable laws, rules and regulations.

- (1) You hereby undertake to the Company that during your office, you shall:
 - (a) discharge your duties as an independent non-executive director of the Company in accordance with the Articles, terms of reference of the relevant committee(s) of the Board, this Agreement, resolutions of the general meeting of the

Company and resolutions of the Board, and perform your obligations to the shareholders of the Company in accordance with the Articles;


- (b) comply with the reasonable and lawful decisions of the general meeting of the Company and/or the Board;
- (c) abide by and perform the duties of an independent non-executive director for the shareholders of the Company as stipulated in the Articles;
- (d) attend Board meetings, general meetings of the shareholders and meetings of the Board committees of which you are a member;
- (e) perform all duties required as an independent non-executive director of the Company in accordance with provisions of the Articles, the Companies Act (As Revised) of the Cayman Islands, Cap. 22 (Law 3 of 1961) (as amended, supplemented or modified from time to time), the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (as amended, supplemented or modified from time to time) (the “**Companies Ordinance**”), the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) (as amended, supplemented or modified from time to time), and applicable laws, rules and regulations of Hong Kong and the Cayman Islands;
- (f) comply with the restrictions and obligations required under the Listing Rules, including but not limited to, the Model Code for Securities Transactions by Directors of Listed Companies, The Hong Kong Code on Takeovers, Mergers and Share Buybacks as promulgated by the Securities and Futures Commission of Hong Kong and the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (as amended, supplemented or modified from time to time), and all other relevant laws or regulations;
- (g) comply with the relevant rules and regulations with respect to the directors as set by the Company from time to time;
- (h) when exercising the powers conferred on a director by the Company or performance of your obligations:
 - (i) act honestly and in good faith in the interests of the Company as a whole and not do acts which are detrimental to the interests of the Company;
 - (ii) act appropriately for proper purpose and not use your position as a director of the Company and power for self-enrichment (such as accepting commissions on transactions related to the Company), accept bribes, or accept any other illegal consideration, or in any way diminish the assets of the Company (including but not limited to business opportunities of the Company);
 - (iii) be answerable to the Company for the application or misapplication of its assets; not use the Company’s assets in any way for self-enrichment without informing the shareholders of the Company and having them consent at the general meeting of the Company;

- (iv) avoid actual and potential conflicts of interest;
 - (v) when entering into contracts with the Company or any of its subsidiaries, disclose all the interests involved in such contracts completely, accurately and fairly, and comply with the Articles, the Listing Rules and other relevant laws and regulations; and
 - (vi) apply such degree of skill, care and diligence as may reasonably be expected of a person of your knowledge and experience and holding your office as an independent non-executive director of the Company.
- (2) While you are performing your duties as an independent non-executive director of the Company, the Company will provide you with documents, information and data. You agree to keep such documents, information and data confidential, except that you will be allowed to disclose such documents, information and data (i) if it is required by any applicable law, order from a court with competent jurisdiction or the Stock Exchange; and (ii) to the entity that has nominated you as a director of the Company or its relevant employees on a need-to-know basis to fulfil your obligations under this Agreement, and you shall ensure in advance that the relevant entity or employee has undertaken to comply with the same confidentiality obligations as that set out in this Agreement. You shall not use the documents, information and data provided by the Company to obtain any commercial or other benefits from the Company or to do acts which are detrimental to the business of the Company.
- (3) The Company will provide you with all reasonable assistance (including but not limited to assistance and services from the Company's legal advisors and auditors) to enable you to perform your duties as an independent non-executive director under the Listing Rules, the Articles, and the relevant laws and regulations as mentioned in paragraph (1)(e) of this Agreement.
- (4) The Company will reimburse the expenses reasonably and properly incurred by you (with the presentation of relevant invoices and/or valid proof) during the performance of your duties as an independent non-executive director of the Company, such as travel and accommodation expenses and telephone charges. To the extent permitted by applicable laws and regulations (including not limited to the Companies Ordinance and the Listing Rules), the Company shall indemnify you from any claim arising or incurred as a result of your duties as an independent non-executive director of the Company during your term of office, unless you are in breach of application laws or regulations, the Articles or any obligation imposed under the terms of this Agreement during your performance of duties as a non-executive director of the Company.
- (5) You may resign at any time by serving the Company thirty (30) days' notice in writing. The Company may terminate your appointment as an independent non-executive director with immediate effect by serving you three months' notice in writing.
- (6) If you have violated any laws and regulations which may have actual or potential impact on the Company, the Company has the right to terminate your appointment as an independent non-executive director at any time.

- (7) You may not assign any of your rights, liabilities and position under this Agreement to another person.
- (8) This Agreement and the relevant documents referred to in this Agreement shall constitute the entire agreement and understanding of the parties hereto and shall supersede all prior oral or written agreements, contracts, understanding and correspondence between the parties hereto relating to this Agreement.
- (9) This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.

If you agree to the terms and conditions above, please sign below and return a copy of this Agreement for our record.

For and on behalf of
Hesai Group



Name: Cailian Yang
Title: Executive Director

I hereby agree to the terms and conditions above and my appointment as an independent non-executive director of Hesai Group.

A handwritten signature in black ink, appearing to read 'Jie Chen', is positioned above a horizontal line.

Name: Jie Chen

PRIVATE AND CONFIDENTIAL

Hesai Group

(A company controlled through weighted voting rights and incorporated in the Cayman Islands with limited liability)

September 4, 2025

Ms. Yi Zhang (张怿)

No. 1, Lane 307
South Shanxi Road
Shanghai
China

Dear Ms. Zhang,

Appointment as an independent non-executive director of Hesai Group (the “Company”)

We hereby invite you to serve as an independent non-executive director of the Company for an initial term of three years from the date of the prospectus (the “**Prospectus Date**”) of the Company to be issued in connection with the global offering and listing of the Class B ordinary shares of the Company on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) or until the third annual general meeting of the Company after the Prospectus Date, whichever is sooner (subject to re-election as and when required under the Articles (as defined below)). Your appointment will be subject to the relevant provisions in respect of retirement by rotation in accordance with the memorandum and articles of association of the Company (the “**Articles**”) and the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as may be amended, supplemented or modified from time to time) (the “**Listing Rules**”). You shall not continue serving in your position until you have been re-elected at the relevant annual general meeting of the Company. If you are re-elected, the terms and conditions of this letter agreement (this “**Agreement**”) will continue to be effective unless otherwise agreed by the parties hereto, or otherwise recommended by the relevant board committee(s) of the Company, or until this Agreement being terminated under paragraph (5) or (6) hereto, whichever is the earlier.

You hereby agree to serve as an independent non-executive director of the Company and a member of any committee as may from time to time be required by the board of directors of the Company (the “**Board**”). During the term of your office, the Company will pay you a total compensation equivalent to US\$200,000 (or such equivalent amount in RMB) per annum, which will be deemed to accrue on a day to day basis. You hereby also consent to be subject to retirement by rotation and re-election at the annual general meeting of the Company in accordance with the Articles, the Listing Rules and other applicable laws, rules and regulations.

- (1) You hereby undertake to the Company that during your office, you shall:
 - (a) discharge your duties as an independent non-executive director of the Company in accordance with the Articles, terms of reference of the relevant committee(s) of the Board, this Agreement, resolutions of the general meeting of the Company and resolutions of the Board, and perform your obligations to the shareholders of the Company in accordance with the Articles;

- (b) comply with the reasonable and lawful decisions of the general meeting of the Company and/or the Board;
- (c) abide by and perform the duties of an independent non-executive director for the shareholders of the Company as stipulated in the Articles;
- (d) attend Board meetings, general meetings of the shareholders and meetings of the Board committees of which you are a member;
- (e) perform all duties required as an independent non-executive director of the Company in accordance with provisions of the Articles, the Companies Act (As Revised) of the Cayman Islands, Cap. 22 (Law 3 of 1961) (as amended, supplemented or modified from time to time), the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (as amended, supplemented or modified from time to time) (the “**Companies Ordinance**”), the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) (as amended, supplemented or modified from time to time), and applicable laws, rules and regulations of Hong Kong and the Cayman Islands;
- (f) comply with the restrictions and obligations required under the Listing Rules, including but not limited to, the Model Code for Securities Transactions by Directors of Listed Companies, The Hong Kong Code on Takeovers, Mergers and Share Buybacks as promulgated by the Securities and Futures Commission of Hong Kong and the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (as amended, supplemented or modified from time to time), and all other relevant laws or regulations;
- (g) comply with the relevant rules and regulations with respect to the directors as set by the Company from time to time;
- (h) when exercising the powers conferred on a director by the Company or performance of your obligations:
 - (i) act honestly and in good faith in the interests of the Company as a whole and not do acts which are detrimental to the interests of the Company;
 - (ii) act appropriately for proper purpose and not use your position as a director of the Company and power for self-enrichment (such as accepting commissions on transactions related to the Company), accept bribes, or accept any other illegal consideration, or in any way diminish the assets of the Company (including but not limited to business opportunities of the Company);
 - (iii) be answerable to the Company for the application or misapplication of its assets; not use the Company’s assets in any way for self-enrichment without informing the shareholders of the Company and having them consent at the general meeting of the Company;
 - (iv) avoid actual and potential conflicts of interest;

- (v) when entering into contracts with the Company or any of its subsidiaries, disclose all the interests involved in such contracts completely, accurately and fairly, and comply with the Articles, the Listing Rules and other relevant laws and regulations; and
 - (vi) apply such degree of skill, care and diligence as may reasonably be expected of a person of your knowledge and experience and holding your office as an independent non-executive director of the Company.
- (2) While you are performing your duties as an independent non-executive director of the Company, the Company will provide you with documents, information and data. You agree to keep such documents, information and data confidential, except that you will be allowed to disclose such documents, information and data (i) if it is required by any applicable law, order from a court with competent jurisdiction or the Stock Exchange; and (ii) to the entity that has nominated you as a director of the Company or its relevant employees on a need-to-know basis to fulfil your obligations under this Agreement, and you shall ensure in advance that the relevant entity or employee has undertaken to comply with the same confidentiality obligations as that set out in this Agreement. You shall not use the documents, information and data provided by the Company to obtain any commercial or other benefits from the Company or to do acts which are detrimental to the business of the Company.
- (3) The Company will provide you with all reasonable assistance (including but not limited to assistance and services from the Company's legal advisors and auditors) to enable you to perform your duties as an independent non-executive director under the Listing Rules, the Articles, and the relevant laws and regulations as mentioned in paragraph (1)(e) of this Agreement.
- (4) The Company will reimburse the expenses reasonably and properly incurred by you (with the presentation of relevant invoices and/or valid proof) during the performance of your duties as an independent non-executive director of the Company, such as travel and accommodation expenses and telephone charges. To the extent permitted by applicable laws and regulations (including not limited to the Companies Ordinance and the Listing Rules), the Company shall indemnify you from any claim arising or incurred as a result of your duties as an independent non-executive director of the Company during your term of office, unless you are in breach of applicable laws or regulations, the Articles or any obligation imposed under the terms of this Agreement during your performance of duties as a non-executive director of the Company.
- (5) You may resign at any time by serving the Company thirty (30) days' notice in writing. The Company may terminate your appointment as an independent non-executive director with immediate effect by serving you three months' notice in writing.
- (6) If you have violated any laws and regulations which may have actual or potential impact on the Company, the Company has the right to terminate your appointment as an independent non-executive director at any time.
- (7) You may not assign any of your rights, liabilities and position under this Agreement to another person.

- (8) This Agreement and the relevant documents referred to in this Agreement shall constitute the entire agreement and understanding of the parties hereto and shall supersede all prior oral or written agreements, contracts, understanding and correspondence between the parties hereto relating to this Agreement.
- (9) This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.

If you agree to the terms and conditions above, please sign below and return a copy of this Agreement for our record.

For and on behalf of
Hesai Group

Name: Cailian Yang
Title: Executive Director

A handwritten signature in black ink, consisting of stylized, flowing characters, positioned above a horizontal line.

I hereby agree to the terms and conditions above and my appointment as an independent non-executive director of Hesai Group.

A handwritten signature in black ink, appearing to be 'Yi Zhang', written over a solid black horizontal line.

Name: Yi Zhang