

LETTER OF UNDERTAKING

Hesai Group (the “Company”)

PO Box 309

Ugland House

Grand Cayman, KY1-1104

Cayman Islands

September 4, 2025

A. INTRODUCTION

1. I refer to the Company’s application for listing (the “**Listing**”) of its Class B ordinary shares of US\$0.0001 each on the Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”). As the Company has a WVR structure and I am a WVR beneficiary of the Company, I am required under Rule 8A.43 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) to give a legally enforceable undertaking to the Company that I will comply with the relevant requirements as set out in Rule 8A.43 of the Listing Rules, which is intended to be for the benefit of and enforceable by the shareholders of the Company from time to time (the “**Shareholders**”).
2. Unless otherwise defined, terms used herein shall have the same meanings as those defined in the Listing Rules.

B. UNDERTAKINGS PROVIDED IN RELATION TO RULE 8A.43 OF THE LISTING RULES

3. In connection with the Listing, I undertake to the Company that, for so long as I am a beneficiary of weighted voting rights in the Company:
 - (a) I shall comply with (and, if the shares to which the weighted voting rights that I am beneficially interested in are attached are held through a limited partnership, trust, private company or other vehicle, use my best endeavors to procure that such limited partnership, trust, private company or other vehicle complies with) all applicable requirements under Rules 8A.09, 8A.14, 8A.15, 8A.17, 8A.18, and 8A.24 of the Listing Rules from time to time in force (the “**Requirements**”); and
 - (b) I shall use my best endeavours to procure that the Company complies with all applicable Requirements. (the “**Undertakings**”)

For the avoidance of doubt, the Requirements are subject to Rule 2.04 of the Listing Rules.

I acknowledge and agree that the Shareholders rely on the Undertakings in acquiring and holding their shares, and that the Undertakings are intended to confer a benefit on the Company and all Shareholders and may be enforced by the Company and/or any Shareholder against me.

My obligations under the Undertakings are conditional upon the Listing taking place.

The Undertakings shall automatically terminate upon the earlier of (i) the date of delisting of the Company from the Stock Exchange; and (ii) the date on which I cease to be a beneficiary of weighted voting rights in the Company.

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

C. GENERAL

4. Delivery of an executed signature page of this letter of undertaking by e-mail shall be as effective as delivery of a manually executed version of this letter of undertaking.
5. This letter of undertaking shall be governed by the laws of Hong Kong and all matters, claims or disputes arising out of this letter of undertaking shall be subject to the exclusive jurisdiction of the courts of Hong Kong.

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/s/ Yifan Li
Name: Yifan Li

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/s/ Kai Sun
Name: Kai Sun

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/s/ Shaoqing Xiang
Name: Shaoqing Xiang