UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.)*

WeRide Inc.

(Name of Issuer)

Class A Ordinary Shares**

(Title of Class of Securities)

950915 108**

(CUSIP Number)

Per B. Chilstrom, Esq.
Fenwick & West LLP
902 Broadway
18th Floor
New York, NY 10010

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 28, 2024

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box ☐

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

CUSIP 950915 108 has been assigned to the American Depositary Shares (each, an "*ADS***") of the above-named Issuer, which are quoted on the Nasdaq Stock Exchange under the ticker symbol "WRD." Each ADS represents three (3) Class A Ordinary Shares, par value USD 0.00001 per share, of the Issuer. No CUSIP has been assigned to the Class A Ordinary Shares of the Issuer.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "***Exchange Act***") or otherwise subject to the liabilities of that section of the Exchange Act but shall be subject to all other provisions of the Exchange Act (however, see the Notes).

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Alliance Ventures B.V.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)		**(a)** ☒ **(b)** ☒(1)
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)		☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Netherlands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 34,573,269	
	8	SHARED VOTING POWER 29,106,810(2)	
	9	SOLE DISPOSITIVE POWER 34,573,269	
	10	SHARED DISPOSITIVE POWER 29,106,811(2)	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 63,680,080		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)		☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.3%(3)		
14	TYPE OF REPORTING PERSON (See Instructions) CO		

(1) Alliance Ventures B.V. ("***Alliance***"), Nissan Motor Co. Ltd. ("***Nissan***"), Renault s.a.s. ("***Renault***") and Renault S.A. ("***Renault Parent***" and, together with Alliance, Nissan and Renault, the "***Reporting Persons***") may be deemed to be part of a group with Tony Xu Han and Yan Li (the "***Issuer's Founders***") pursuant to the terms of the Nominating and Support Agreement described in **Item 5** of this initial statement on Schedule 13D. The Reporting Persons expressly disclaim the existence of a group with such persons.

(2) Represents (A) an aggregate of 18,490,206 Class A ordinary shares, par value USD $0.00001 per share (the "***Class A Ordinary Shares***"), of WeRide Inc. (the "***Issuer***") beneficially owned indirectly by Nissan, over which Nissan is entitled to exercise voting and investment discretion (the "***Nissan Allocated Shares***"), acting through Alliance pursuant to certain investment agreements entered into from time to time by and among Alliance, Renault, Nissan, and Mitsubishi Motors Corporation ("***Mitsubishi***") and (B) an aggregate of 10,616,604 Class A Ordinary Shares beneficially owned indirectly by Renault and Renault Parent, over which Renault is entitled to exercise voting and investment discretion, acting through Alliance (the "***Renault Allocated Shares***"), pursuant to certain investment agreements entered into from time to time by and among Alliance, Renault, Nissan, and Mitsubishi. Accordingly, Alliance disclaims beneficial ownership of the Nissan Allocated Shares and the Renault Allocated Shares.

(3) The percentage is calculated based on an aggregate of 768,663,112 Class A Ordinary Shares, as reported by the Issuer in its final prospectus dated October 24, 2024 (the "***Prospectus***") and filed with the United States Securities and Exchange Commission (the "***Commission***") on October 25, 2024, after giving effect to the Issuer's recapitalization transactions, initial public offering and concurrent private placements, as described in the Prospectus, on October 28, 2024. For avoidance of doubt, the reported amounts and percentages (i) include the Class A Ordinary Shares underlying the Issuer's American Depository Shares ("***ADSs***"), (ii) assume no exercise by the underwriters of their overallotment option in the initial public offering to purchase 1,161,360 additional ADSs representing 3,484,080 Class A Ordinary Shares, and (iii) include the full subscription of the Issuer's concurrent private placements. Further, this percentage is calculated in accordance with Rule 13d-3(d)(1) promulgated under the Securities Exchange Act of 1934, as amended (the "***Exchange Act***").

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Renault s.a.s.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)		**(a)** ☒ **(b)** ☒(1)
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) WC		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)		☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION France		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 0	
	8	SHARED VOTING POWER 10,616,604(2)	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER 10,616,604(2)	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 10,616,604		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)		**X**(3)
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.4%(4)		
14	TYPE OF REPORTING PERSON (See Instructions) CO		

(1) The Reporting Persons may be deemed to be part of a group with the Issuer's Founders pursuant to the terms of the Nominating and Support Agreement described in **Item 5** of this initial statement on Schedule 13D. The Reporting Persons expressly disclaim the existence of a group with such persons.

(2) Represents an aggregate of 10,616,604 Class A Ordinary Shares comprising the Renault Allocated Shares.

(3) Excludes (A) an aggregate of 34,573,269 Class A Ordinary Shares beneficially owned directly by Alliance (the "***Unallocated Alliance Shares***") and (B) an aggregate of 18,490,206 Class A Ordinary Shares comprising the Nissan Allocated Shares. Accordingly, Renault disclaims beneficial ownership of (i) the Unallocated Alliance Shares (except to the extent of its pecuniary interest therein) and (ii) the Nissan Allocated Shares.

(4) The percentage is calculated based on an aggregate of 768,663,112 Class A Ordinary Shares outstanding, as reported by the Issuer in the Prospectus, after giving effect to the Issuer's recapitalization transactions, initial public offering and concurrent private placements, as described in the Prospectus, on October 28, 2024. For avoidance of doubt, the reported amounts and percentages (i) include the Class A Ordinary Shares underlying ADSs, (ii) assume no exercise by the underwriters of their overallotment option to purchase 1,161,360 additional ADSs representing 3,484,080 Class A Ordinary Shares in the initial public offering, and (iii) include he full subscription of the Issuer's concurrent private placements. Further, this percentage is calculated in accordance with Rule 13d-3(d)(1) promulgated under the Exchange Act.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Renault S.A.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)		**(a)** ☒ **(b)** ☒(1)
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) WC		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)		☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION France		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 0	
	8	SHARED VOTING POWER 10,616,604(2)	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER 10,616,604(2)	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 10,616,604		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)		**X**(3)
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.4%(4)		
14	TYPE OF REPORTING PERSON (See Instructions) CO		

(1) The Reporting Persons may be deemed to be part of a group with the Issuer's Founders pursuant to the terms of the Nominating and Support Agreement described in **Item 5** of this initial statement on Schedule 13D. The Reporting Persons expressly disclaim the existence of a group with such persons.

(2) Represents an aggregate of 10,616,604 Class A Ordinary Shares comprising the Renault Allocated Shares.

(3) Excludes (A) an aggregate of 34,573,269 Class A Ordinary Shares beneficially owned directly by Alliance (the "***Unallocated Alliance Shares***") and (B) an aggregate of 18,490,206 Class A Ordinary Shares comprising the Nissan Allocated Shares. Accordingly, Renault Parent disclaims beneficial ownership of (i) the Unallocated Alliance Shares (except to the extent of its pecuniary interest therein) and (ii) the Nissan Allocated Shares.

(4) The percentage is calculated based on an aggregate of 768,663,112 Class A Ordinary Shares outstanding, as reported by the Issuer in the Prospectus, after giving effect to the Issuer's recapitalization transactions, initial public offering and concurrent private placements, as described in the Prospectus, on October 28, 2024. For avoidance of doubt, the reported amounts and percentages (i) include the Class A Ordinary Shares underlying ADSs, (ii) assume no exercise by the underwriters of their overallotment option to purchase 1,161,360 additional ADSs representing 3,484,080 Class A Ordinary Shares in the initial public offering, and (iii) include the full subscription of the Issuer's concurrent private placements. Further, this percentage is calculated in accordance with Rule 13d-3(d)(1) promulgated under the Exchange Act.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Nissan Motor Co., Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	**(a)** ☒ **(b)** ☒(1)
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Japan	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 18,490,206(2)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 18,490,206(2)

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 18,490,206	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	**X**(3)
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.4%(4)	
14	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) The Reporting Persons may be deemed to be part of a group with the Issuer's Founders pursuant to the terms of the Nominating and Support Agreement described in **Item 5** of this initial statement on Schedule 13D. The Reporting Persons expressly disclaim the existence of a group with such persons.

(2) Represents an aggregate of 18,490,206 Class A Ordinary Shares comprising the Nissan Allocated Shares.

(3) Excludes (A) an aggregate of 34,573,269 Class A Ordinary Shares comprising the Unallocated Alliance Shares and (B) an aggregate of 10,616,604 Class A Ordinary Shares comprising the Renault Allocated Shares. Accordingly, Nissan disclaims beneficial ownership of (i) the Unallocated Alliance Shares (except to the extent of its pecuniary interest therein) and (ii) the Renault Allocated Shares.

(4) The percentage is calculated based on an aggregate of 768,663,112 Class A Ordinary Shares outstanding, as reported by the Issuer in the Prospectus, after giving effect to the Issuer's recapitalization transactions, initial public offering and concurrent private placements, as described in the Prospectus, on October 28, 2024. For avoidance of doubt, the reported amounts and percentages (i) include the Class A Ordinary Shares underlying ADSs, (ii) assume no exercise by the underwriters of their overallotment option to purchase 1,161,360 additional ADSs representing 3,484,080 Class A Ordinary Shares in the initial public offering, and (iii) include the full subscription of the Issuer's concurrent private placements. Further, this percentage is calculated in accordance with Rule 13d-3(d)(1) promulgated under the Exchange Act.

EXPLANATORY NOTE

This initial statement on Schedule 13D (this "***Statement***") is being filed pursuant to Rule 13d-1(a) under the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), by Alliance Ventures B.V., Renault s.a.s., Renault S.A. and Nissan Motor Co., Ltd. to report their beneficial ownership of more than 5% of the Class A ordinary shares, par value USD $0.00001 per share (the "***Class A Ordinary Shares***"), of WeRide Inc. (the "***Issuer***"), including any Class A Ordinary Shares beneficially owned by virtue of their beneficial ownership of sponsored American Depositary Shares (each, an "***ADS***" or in aggregate, the "***ADSs***") of the Issuer which have been registered pursuant to Section 12 of the Exchange Act. All references in this Statement to "Class A Ordinary Shares" include the Class A Ordinary Shares represented by any ADSs beneficially owned by the aforementioned investors.

Information given in response to each Item of this Statement shall be deemed hereby incorporated by reference in all other Items of this Statement.

Item 1. Security and Issuer.

This Statement relates to the Class A Ordinary Shares of the Issuer. The name of the Issuer is WeRide Inc., a Cayman Islands exempted company. The address of the principal executive offices of the Issuer is: 21st Floor, Tower A, Guanzhou Life Science Innovation Center, No. 51, Luoxuan Road, Guangzhou International Biotech Island, Guangzhou 510005, People's Republic of China.

Item 2. Identity and Background.

(a) The names of the Reporting Persons are: (i) Alliance Ventures B.V. ("***Alliance***"); (ii) Renault s.a.s. ("***Renault***"); (iii) Renault S.A. ("***Renault Parent***"); and (iv) Nissan Motor Co., Ltd. ("***Nissan***"). Alliance, Renault, Renault Parent and Nissan are referred to herein collectively as the "***Reporting Persons***." Information regarding each director and executive officer of Alliance is set forth on Schedule I attached hereto. Information regarding each director and executive officer of Renault and Renault Parent is set forth on Schedule II attached hereto. Information regarding each director and executive officer of Nissan is set forth on Schedule III attached hereto.

(b) The business address of Alliance is: Boeing Avenue 275, 1119 PD, Schiphol-Rijk, The Netherlands. The business address of Renault and Renault Parent is: 122-122 bis Avenue du Général Leclerc, 92100 Boulogne-Billancourt, France. The business address of Nissan is: 1-1, Takashima 1-chome, Nishi-ku, Yokohama, Kanagawa, 220-8686, Japan.

(c) The principal business of: (i) Alliance is the business of making strategic venture capital investments in early-stage startup companies whose software, products or services are primarily focused on the future of the automative industry as a special purpose vehicle of its shareholders Renault, Nissan and the Mitsubishi Motors Corporation ("***Mitsubishi***" and, together with Renault and Nissan in their capacities as the shareholders of Alliance, the "***Alliance Shareholders***"); (ii) each of Renault and Renault Parent is the business of the design, development, production, distribution and financing of automotive vehicles; and (iii) Nissan is the business of developing, manufacturing, selling vehicles and automotive parts and related business.

(d) In 2018 and 2019, Nissan was indicted by the Tokyo Public Prosecutors' Office on suspicion of violating the Financial Instruments and Exchange Act of Japan (the "***FIEA***") in conjunction with indictments of Nissan's former representative directors on charges of submitting false annual securities reports. On March 3, 2022, Nissan received from the Tokyo District Court a guilty judgement for the violation of the FIEA (submission of annual securities reports containing false statements) ordering a JPY 200 million penalty. Nissan treated the judgement with upmost seriousness and after careful consideration of the principal penalty and the findings in the judgment, Nissan decided not to appeal, and the judgement has become final with respect to Nissan. None of the other Reporting Persons has, during the past five years, been convicted in a criminal proceeding.

(e) None of the Reporting Persons has, during the past five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Alliance is a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law. Renault is a simplified joint stock company (*société par actions simplifiée*) incorporated under the laws of the French Republic. Renault Parent is a public limited company (*société anonyme*) incorporated under the laws of the French Republic. Nissan is a joint-stock corporation (*Kabushiki Kaisha*) incorporated under the laws of Japan.

Under Alliance's governing documents, investment and voting discretion over securities held directly by Alliance is exercised by an Investment Committee composed of nine (9) individuals, acting under the supervision of Alliance's Management Board, which is composed of two (2) individuals, and Alliance's Supervisory Board, which is composed of three (3) individuals. The members of the Management Board and Supervisory Board are selected by the Alliance Shareholders and the members of the Investment Committee are appointed by the members of the Management Board, with such resolution being subject to approval of the Supervisory Board.

Renault is a wholly owned subsidiary and holding company of Renault Parent, a publicly traded limited company with its equity securities listed on Euronext Paris, and which is governed by its directors and officers. Nissan is a publicly traded company with its equity securities listed on the Tokyo Stock Exchange, and which is governed by its directors and officers.

Accordingly, the investment and voting power of each of the Reporting Persons is exercised jointly through a committee or other group comprised of more than three (3) individuals acting by majority approval. Therefore, none of the directors, officers, or other committee members of the Reporting Persons may be deemed to beneficially own the Class A Ordinary Shares reported in this Statement." Similarly, none of the Alliance Shareholders may be deemed to beneficially own the Class A Ordinary Shares reported in this Statement, other than, in the case of Nissan, an aggregate of 18,490,206 Class A Ordinary Shares comprising the Nissan Allocated Shares (as defined below) and, in the case of Renault (and Renault Parent), an aggregate of 10,616,604 Class A Ordinary Shares comprising the Renault Allocated Shares (as defined below).

Item 3. Source and Amount of Funds or Other Consideration.

In connection with the Issuer's initial public offering (the "***IPO***") of ADSs pursuant to the Issuer's registration statement on Form F-1 (File No. 333-281054) (as amended, the "***Registration Statement***"), on October 28, 2024 (the "***Closing Date***"), the Issuer completed, immediately prior to the closing of the IPO, a series of recapitalization transactions (the "***Recapitalization Transactions***") that included the conversion and/or redesignation and reclassification of all its then issued and outstanding ordinary shares and preferred shares into Class A Ordinary Shares on a one-for-one basis (with the exception of certain preferred and ordinary shares held by Tonyhan Limited or Xu Han Limited and by Yanli Holdings Limited or Humber Partners Limited, respectively, which were converted into and/or redesignated and reclassified as Class B ordinary shares, par value USD $0.00001 per share ("***Class B Ordinary Shares***" and, together with the Class A Ordinary Shares, the "***Ordinary Shares***"), of the Company, on a one-for-one basis) (the "***Conversion and Redesignation/Reclassification***").

Other than the Concurrent Private Placement Shares (as defined below), all the Class A Ordinary Shares reported in this Statement were received by Alliance in the Conversion and Redesignation/Reclassification on the Closing Date and without any contributions by the Reporting Persons of any new capital to the Issuer.

On the Closing Date, immediately following the closing of the IPO, Alliance purchased 18,774,193 Class A Ordinary Shares (the "***Concurrent Private Placement Shares***") from the Issuer at per share subscription price of approximately US$5.17, for an aggregate subscription price of approximately US$97,000,000, pursuant to a Subscription Agreement, dated July 26, 2024, between the Issuer and Alliance, as amended by Amendment to Subscription Agreement, dated October 21, 2024, between the Issuer and Alliance (as amended, the "***Subscription Agreement***").

Alliance purchased the Class A Ordinary Shares using cash on hand. Alliance's cash derives from capital investments made from time to time by the Alliance Shareholders. None of the Reporting Persons affirms the existence of a "group" as that term is used in Rule 13d, either individually or collectively with Mitsubishi.

The filing of this Statement shall not be construed as an admission that: (i) Nissan is or has been, for purposes of Sections 13(d) of the Exchange Act, or for any other purpose, the direct or indirect beneficial owner of (A) the Unallocated Alliance Shares (as defined below) or (B) the Renault Allocated Shares; (ii) Renault is or has been, for purposes of Sections 13(d) of the Exchange Act, or for any other purpose, the direct or indirect beneficial owner of (A) the Unallocated Alliance Shares or (B) the Nissan Allocated Shares; or (iii) Renault Parent is or has been, for purposes of Sections 13(d) of the Exchange Act, or for any other purpose, the direct or indirect beneficial owner of (A) the Unallocated Alliance Shares or (B) the Nissan Allocated Shares. Nissan expressly disclaims beneficial ownership of the Unallocated Alliance Shares (except to the extent of its pecuniary interest therein) and the Renault Allocated Shares, and Renault and Renault Parent each expressly disclaims beneficial ownership of the Unallocated Alliance Shares (except to the extent of its pecuniary interest therein) and the Nissan Allocated Shares.

Any future purchases of Class A Ordinary Shares or ADSs made by the Reporting Persons, as described in **Item 4** below, are expected to be made by Alliance using its working capital.

Item 4. Purpose of Transaction.

The Reporting Persons received or acquired the Class A Ordinary Shares disclosed herein based on the belief that the Class A Ordinary Shares, when received or acquired, represented an attractive investment opportunity.

The Reporting Persons intend to communicate with the Issuer's management and Board of Directors (the "***Board***") about a variety of topics relating to the Issuer's performance, business, operations, and strategic opportunities and governance, including Board composition. Please refer to the discussion in **Item 6** under the heading "*Nominating and Support Agreement*" for additional information on this topic. The full text of **Item 6** is hereby incorporated herein by this reference.

The Reporting Persons intend to review their investments in the Issuer on a continuing basis. Depending on various factors, including, without limitation, the outcome of any discussions referenced above, the Issuer's financial position and strategic direction, actions taken by the Issuer's management and the Board, price levels of the Class A Ordinary Shares and the ADSs, other investment opportunities available to the Reporting Persons, conditions in the securities markets and general economic and industry conditions, the Reporting Persons may from time to time and at any time in the future take or engage in various plans, actions or transactions with respect to the investment in the Issuer as they deem appropriate, including, without limitation, purchasing additional Class A Ordinary Shares or ADSs, disposing of Class A Ordinary Shares or ADSs, acquiring other financial instruments that are based upon or relate to the value of the Class A Ordinary Shares or ADSs, selling or obtaining financing on some or all of their beneficial or economic holdings, engaging in hedging or similar transactions with respect to securities that are based upon or relate to the value of the Class A Ordinary Shares or ADSs, or proposing or considering, or changing their intention with respect to, one or more of the actions described in subsections (a) through (j), below, of **Item 4** of this Statement.

Except as otherwise disclosed in this Statement, the Reporting Persons do not have any present plan or proposal which would relate to or result in any of the matters set forth below:

(a) The acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer;

(b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;

(c) A sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries;

(d) Any change in the present Board or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the Board;

(e) Any material change in the present capitalization or dividend policy of the Issuer;

(f) Any other material change in the Issuer's business or corporate structure;

(g) Changes in the Issuer's memorandum and articles of association or instruments corresponding thereto or other action which may impede the acquisition of control of the Issuer by any person;

(h) A class of securities of the Issuer being delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;

(i) A class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act; or

(j) Any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer.

All percentages set forth in this **Item 5** were calculated in accordance with Rule 13(d)-3(d)(1)(i) promulgated under the Exchange Act and based on an aggregate of 768,663,112 Class A Ordinary Shares of the Issuer outstanding, as reported by the Issuer in its final prospectus dated October 24, 2024 (the "***Prospectus***") and filed with the United States Securities and Exchange Commission (the "***Commission***") on October 25, 2024, after giving effect to the Recapitalization Transactions, the IPO and the Issuer's concurrent private placements (the "***Concurrent Private Placements***") of Class A Ordinary Shares described in the Prospectus on the Closing Date. For avoidance of doubt, the reported percentages include the Class A Ordinary Shares underlying ADSs, assume no exercise by the underwriters of their overallotment option to purchase 1,161,360 additional ADSs representing 3,484,080 Class A Ordinary Shares in the IPO, and the include full subscription of the Concurrent Private Placements.

(a) As of the Closing Date, the beneficial ownership of each of the Reporting Persons is as follows: (i) Alliance directly beneficially owns an aggregate of 63,680,080 Class A Ordinary Shares, which represents 8.3% of the Issuer's outstanding Class A Ordinary Shares, and Alliance indirectly beneficially owns no securities of the Issuer; (ii) each of Renault and Renault Parent indirectly beneficially owns an aggregate 10,616,604 Class A Ordinary Shares (the "***Renault Allocated Shares***"), which represents 1.4% of the Issuer's outstanding Class A Ordinary Shares, and each directly beneficially owns no securities of the Issuer; and (iii) Nissan indirectly beneficially owns an aggregate 18,490,206 Class A Ordinary Shares (the "***Nissan Allocated Shares***"), which represents 2.4% of the Issuer's outstanding Class A Ordinary Shares, and it directly beneficially owns no securities of the Issuer.

(b)

Alliance Direct Beneficial Ownership. The 63,680,080 Class A Ordinary Shares that may be deemed to be beneficially owned by Alliance, pursuant to Rule 13d-3 under the Exchange Act, are held as follows:

Form of Ownership	Number of Securities	Voting Power	Investment Power
Directly Held Class A Ordinary Shares	34,573,269	Sole	Sole
Directly Held Class A Ordinary Shares	29,106,810[(1)]	Shared	Shared

(1) Represents the Nissan Allocated Shares and the Renault Allocated Shares.

Alliance is the holder of record for all of the Class A Ordinary Shares listed in the above table. Alliance shares beneficial ownership of the 18,490,206 Nissan Allocated Shares included in the above table with Nissan, and shares beneficial ownership of the 10,616,604 Renault Allocated Shares included in the above table with Renault and Renault Parent. The remaining 34,573,269 Class A Ordinary Shares beneficially owned directly by Alliance listed in the table above are referred to in this Statement as the "***Unallocated Alliance Shares***".

Renault and Renault Parent Indirect Beneficial Ownership. The 10,616,604 Class A Ordinary Shares that may be deemed to be beneficially owned by Renault and Renault Parent, pursuant to Rule 13d-3 under the Exchange Act, are held as follows:

Form of Ownership	Number of Securities	Voting Power	Investment Power
Indirectly Held Class A Ordinary Shares	10,616,604	Shared	Shared

Renault and Renault Parent share beneficial ownership of all of the Class A Ordinary Shares listed in the above table with Alliance. Renault exercises voting and investment power over these Class A Ordinary Shares through Alliance, pursuant to the Side Letter and the Investment Agreements (each as defined below in **Item 6**).

Each of Renault and Renault Parent disclaims beneficial ownership of (i) the 34,573,269 Unallocated Alliance Shares directly held by Alliance (except to the extent of its pecuniary interest therein) and (ii) the 18,490,206 Nissan Allocated Shares directly held by Alliance for which Nissan exercises voting and investment power through Alliance, pursuant to the Side Letter and the Investment Agreements.

Nissan Indirect Beneficial Ownership. The 18,490,206 Class A Ordinary Shares that may be deemed to be beneficially owned by Nissan, pursuant to Rule 13d-3 under the Exchange Act, are held as follows:

Form of Ownership	Number of Securities	Voting Power	Investment Power
Indirectly Held Class A Ordinary Shares	18,490,206	Shared	Shared

Nissan shares beneficial ownership of all of the Class A Ordinary Shares listed in the above table with Alliance. Nissan exercises voting and investment power over these Class A Ordinary Shares through Alliance, pursuant to the Side Letter and the Investment Agreements.

Nissan disclaims beneficial ownership of (i) the 34,573,269 Unallocated Alliance Shares directly held by Alliance (except to the extent of its pecuniary interest therein) and (ii) the 10,616,604 Renault Allocated Shares directly held by Alliance for which Renault exercises voting and investment power through Alliance, pursuant to the Side Letter and the Investment Agreements.

For the avoidance of doubt, although Mitsubishi holds an investment in Alliance, Mitsubishi is not a member of the Reporting Persons' 13(d) "group" and is not deemed to beneficially own any of the Class A Ordinary Shares directly held by Alliance (except to the extent of its pecuniary interest in the Unallocated Alliance Shares). Accordingly, Mitsubishi is not a party to this Statement and the Reporting Persons disclaim beneficial ownership of any securities attributable to Mitsubishi pursuant to Rule 13d-4.

For additional information about the Reporting Persons' contracts, arrangements, understandings, or relationships with respect to securities of the Issuer, please see **Item 6** below. The full text of **Item 6** is hereby incorporated herein by this reference.

In addition, by virtue of the Nominating Agreement (as defined below in **Item 6**) described in **Item 6** below, it could be alleged that a "group" has been formed that includes the Reporting Persons, Dr. Tony Xu Han ("***Dr. Han***"), the Issuer's founder, Chairman and Chief Executive Officer, and Yan Li ("***Dr. Li***" and, together with Dr. Han, the "***Issuer's Founders***"), the Issuer's co-founder, director and Chief Technology Officer. Based on information included in the Prospectus, as of the date of the Prospectus and after giving effect to the Recapitalization Transactions, Dr. Han beneficially owns 57,985,986 Class A Ordinary Shares (comprising (i) 16,399,590 Class B Ordinary Shares held by Tonyhan Limited, (ii) 24,850,000 Class B Ordinary Shares held by Xu Han Limited, and (iii) 16,736,396 Class B Ordinary Shares Dr. Han has the right to acquire upon exercise of options within 60 days after the date of the Prospectus, and assuming conversion of all Class B Ordinary Shares into Class A Ordinary Shares), and Dr. Li beneficially owns 47,588,765 Class A Ordinary Shares (comprising (i) 16,000,010 Class A Ordinary Shares and Class B Ordinary Shares held by Yanli Holdings Limited, (ii) 24,694,489 Class A Ordinary Shares and Class B Ordinary Shares held by Humber Partners Limited, and (iii) 6,894,266 Class B Ordinary Shares Dr. Li has the right to acquire upon exercise of options within 60 days after the date of the Prospectus, and assuming conversion of all Class B Ordinary Shares into Class A Ordinary Shares). Such "group" may be deemed to beneficially own, in the aggregate, 169,254,831 Class A Ordinary Shares (assuming the exercise of options exercisable by the Issuer's Founders within 60 days of the date of the Prospectus, and assuming conversion of all Class B Ordinary Shares into Class A Ordinary Shares), representing 20.0% of Class A Ordinary Shares outstanding. The Reporting Persons expressly disclaim beneficial ownership of the shares beneficially owned by the Issuer's Founders and do not affirm that such a "group" exists. Pursuant to, and to the extent set forth in, the Nominating Agreement, it could be alleged that the Reporting Persons share voting and/or dispositive power with respect to the Class A Ordinary Shares beneficially owned by the Issuer's Founders. Dr. Han is the Chairman and Chief Executive Officer of the Issuer, he is a Chinese citizen and his address is Harkom Corporate Services Limited of Jayla Place, P.O. Box 216, Road Town, Tortola, VG1110, British Virgin Islands. Dr. Li is a director and Chief Technology Officer of the Issuer, he is a Chinese citizen and his address is Harkom Corporate Services Limited of Jayla Place, P.O. Box 216, Road Town, Tortola, VG1110, British Virgin Islands. To the knowledge of the Reporting Persons and based on information contained in the Prospectus, (i) Dr. Han holds 51% equity interests in Tonyhan Limited through Xu Han Limited, which is in turn 100% owned by Dr. Han; Dr. Han is also the sole director of Tonyhan Limited; the registered address of each of Tonyhan Limited and Xu Han Limited is Harkom Corporate Services Limited of Jayla Place, P.O. Box 216, Road Town, Tortola, VG1110, British Virgin Islands; and (ii) Dr. Li holds 51% equity interests in Yanli Holdings Limited through Humber Partners Limited, which is in turn 100% owned by Dr. Li; Dr. Li is also the sole director of Yanli Holdings Limited; the registered address of each of Yanli Holdings Limited and Humber Partners Limited is Harkom Corporate Services Limited of Jayla Place, P.O. Box 216, Road Town, Tortola, VG1110, British Virgin Islands. To the knowledge of the Reporting Persons and based on information contained in the Prospectus, during the last five years, neither of the Issuer's Founders has been: (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to federal or state securities laws or finding any violation with respect to such laws. While the Reporting Persons do not concede that the foregoing "group" has been formed or exists, this filing is being made to ensure compliance with the Exchange Act. See the statement or statements on Schedule 13D or 13G (and any amendments thereto) that the Reporting Persons anticipate will be filed by the Issuer's Founders for additional information.

(c) In the past sixty (60) days, the Reporting Persons have entered into the transactions involving the Class A Ordinary Shares described in **Item 3** above. The full text of **Item 3** is hereby incorporated herein by this reference. To the knowledge of the Reporting Persons, in the past sixty (60) days, none of the persons named on Schedule I, Schedule II, or Schedule III has entered into any transactions involving the Class A Ordinary shares.

(d) No other person is known to have the right to receive or the power to direct the receipt of dividends from, or any proceeds from the sale of, the Class A Ordinary Shares beneficially owned by the Reporting Persons.

(e) **Item 5(e)** is not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Alliance Joint Venture Agreement

The Alliance Shareholders have established Alliance as a joint venture to make investments in start-ups active in the automotive industry. On October 2, 2019, the Alliance Shareholders and Alliance entered into that certain Amended and Restated Joint Venture Agreement (the "***Joint Venture Agreement***"), which governs the terms of the Alliance Shareholders' investment in Alliance. Among other things, the Joint Venture Agreement provides for a Supervisory Board composed of three (3) individuals and each Alliance Shareholder has the right to appoint a director to the Supervisory Board. Decisions regarding Alliance's investments in target companies are generally reserved for the Supervisory Board and require the unanimous approval of the Supervisory Board.

Side Letter and Investment Agreements

On May 19, 2021, the Alliance Shareholders and Alliance entered into that certain Side Letter Re WeRide Investment (the "***Side Letter***"), in connection with a purchase by Alliance of certain Series C-1 preferred shares of the Issuer, on July 19, 2024, the Alliance Shareholders and Alliance entered into that certain Investment Agreement Re WeRide Investment (the "***First Investment Agreement***"), in connection with the purchase by Alliance of the Concurrent Private Placement Shares as well as the purchase by Alliance of certain ordinary shares of the Issuer, and on October 1, 2024, the Alliance Shareholders and Alliance entered into that certain Investment Agreement Re WeRide Investment (the "***Second Investment Agreement***" and, together with the First Investment Agreement, the "***Investment Agreements***"). Pursuant to the terms of the Side Letter and the Investment Agreements, Renault bears the sole economic burden and benefit of the Renault Allocated Shares and is entitled to exercise all shareholders' rights associated with such shares, including, without limitation, by directing Alliance on voting and investment decisions in respect thereof, and Nissan bears the sole economic burden and benefit of the Nissan Allocated Shares and is entitled to exercise all shareholders' rights associated with such shares, including, without limitation, by directing Alliance on voting and investment decisions in respect thereof. In addition, the Second Investment Agreement provides that, for so long as Alliance has the right to appoint two Alliance Designated Directors (as defined below) pursuant to the Nominating Agreement, each of Renault and Nissan will have the right to select an Alliance Designated Director to be so appointed, and for so long as Alliance has the right to appoint one Alliance Designated Director, either Renault or Nissan will have the right select such Alliance Designated Director to be so appointed, based on which beneficially owns the highest number of Class A Ordinary Shares as between the Renault Allocated Shares and the Nissan Allocated Shares.

Subscription Agreement

Alliance and the Issuer entered into the Subscription Agreement pursuant to which Alliance purchased the Concurrent Private Placement Shares from the Issuer on the Closing Date, at a per share subscription price of approximately US$5.17, for an aggregate subscription price of approximately US$97,000,000. Pursuant to the Subscription Agreement, Alliance agreed to customary transfer restrictions during a 40-day distribution compliance period following the Closing Date. In addition, the Issuer agreed to take certain actions to facilitate Alliance's conversion of the Concurrent Private Placement Shares into ADSs and the public resale of such ADSs.

Shareholders Agreement

Alliance, the Issuer, and certain other investors are party to that certain Sixth Amended and Restated Shareholders Agreement (the "***Shareholders Agreement***"), dated October 29, 2022. Pursuant to the Shareholders Agreement, the Issuer has granted certain registration rights to its shareholders, including certain demand, piggyback and shelf registration rights.

Nominating and Support Agreement

On July 26, 2024, Alliance, the Issuer and the Issuer's Founders entered into that certain Nominating and Support Agreement (the "***Nominating Agreement***"). Under the terms of the Nominating Agreement, Alliance has the right to appoint, remove, and replace two (2) directors (the "***Alliance Designated Directors***") on the Issuer's Board, effective upon completion of the IPO. After the Closing Date: (i) in the event Alliance sells shares in the share capital of the Issuer in an amount between 1% and 2% of the Issuer's then-current fully diluted share capital, then Alliance shall lose the right to nominate one (1) director (the "***First Alliance Equity Threshold***"); and (ii) in the event Alliance sells shares in the share capital of the Issuer equal to 2% or more of the Issuer's then-current fully diluted share capital, then Alliance shall lose all rights to nominate directors (together with the First Alliance Equity Threshold, the "***Alliance Equity Thresholds***"). Pursuant to the Nominating Agreement, Alliance nominated Grégoire de Franqueville and Takao Asami as its initial Alliance Designated Directors. The Issuer's Founders have agreed, and to cause their affiliated entities, to exercise their director appointment rights under the Company's memorandum and articles of association and to take all other necessary actions in order to elect the Alliance Designated Directors to the Board, subject to Alliance's continued compliance with the Alliance Equity Thresholds.

Lock-Up Agreement

On July 26, 2024, in connection with the IPO, Alliance entered into a Lock-Up Agreement (the "***Lock-Up Agreement***") with the Issuer's underwriters, pursuant to which Alliance agreed not to sell, transfer or dispose of any Class A Ordinary Shares, ADSs, or similar securities of the Issuer, subject to certain exceptions, during the period ending 180 days after the date of the Prospectus.

The foregoing descriptions of the Joint Venture Agreement, the Side Letter, the Investment Agreements, the Shareholders Agreement, the Nominating and Support Agreement, and the Lock Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of such documents, copies of which are filed as **Exhibits 99.2**, **99.3**, **99.4**, **99.5**, **99.6**, **99.7** and **99.8** to this Statement, respectively, and are incorporated herein by reference.

Item 7. Material to be Filed as Exhibits

Exhibit	**Description**
99.1	Joint Filing Agreement dated as of November 4, 2024, filed herewith
99.2	Amended and Restated Joint Venture Agreement, dated as of October 2, 2019, redacted and filed herewith*
99.3	Side Letter Re WeRide Investment, dated May 19, 2021, redacted and filed herewith*

99.4	Investment Agreement Re WeRide Investment, dated July 9, 2024, redacted and filed herewith*
99.5	Investment Agreement Re WeRide Investment, dated October 1, 2024, redacted and filed herewith*
99.6	Subscription Agreement by and between WeRide Inc. and Alliance Ventures, B.V., dated July 26, 2024, as amended by Amendment to Subscription Agreement by and between WeRide Inc. and Alliance Ventures, B.V., dated October 21, 2024 (incorporated by reference to Exhibit 10.14 to the Issuer's registration statement filed on Form F-1, Amendment No. 6, filed with the U.S. Securities and Exchange Commission on October 21, 2024).
99.7	Sixth Amended and Restated Shareholders Agreement, dated October 29, 2022 (incorporated by reference to Exhibit 4.4 to the Issuer's registration statement filed on Form F-1 with the U.S. Securities and Exchange Commission on July 26, 2024)
99.8	Nominating and Support Agreement, dated as of July 26, 2024 (incorporated by reference to Exhibit 10.15 to the Issuer's registration statement filed on Form F-1 with the U.S. Securities and Exchange Commission on July 26, 2024)
99.9	Lock-Up Agreement, dated July 26, 2024, filed herewith
99.10	Power of Attorney of Alliance Ventures B.V., in favor of Dina Zilberman, Laurie Blain, Miriam Steinberg and Katherine Schuler, dated September 25, 2024, filed herewith
99.11	Power of Attorney of Nissan Motor Co., Ltd., in favor of Dina Zilberman, Laurie Blain, Miriam Steinberg and Katherine Schuler, dated November 4, 2024, filed herewith

*Certain portions of this exhibit have been omitted and provided separately to the Commission under a confidential treatment request pursuant to Rule 24b-2 of the Exchange Act.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Statement is true, complete and correct.

Date: November 4, 2024

ALLIANCE VENTURES B.V.

By: /s/ Véronique Sarlat-Depotte
Name: Véronique Sarlat-Depotte
Title: Chairwoman and Managing Director

Date: November 4, 2024

RENAULT S.A.S.

By: /s/ Luca de Meo
Name: Luca de Meo
Title: President

Date: November 4, 2024

RENAULT S.A.

By: /s/ Luca de Meo
Name: Luca de Meo
Title: CEO

Date: November 4, 2024

NISSAN MOTOR CO., LTD.

By: /s/ Makoto Uchida
Name: Makoto Uchida
Title: President and CEO

Exhibit 99.1

CUSIP No. 950915 108

Joint Filing Agreement

In accordance with Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the Class A Ordinary Shares (including any such securities underlying American Depositary Shares) of WeRide Inc. and further agree that this Joint Filing Agreement be included as an Exhibit to such joint filings.

In evidence thereof, the undersigned, being duly authorized, have executed this Joint Filing Agreement as of the date set forth below.

Date: November 4, 2024

ALLIANCE VENTURES B.V.

By: /s/ Véronique Sarlat-Depotte
Name: Véronique Sarlat-Depotte
Title: Chairwoman and Managing Director

Date: November 4, 2024

RENAULT S.A.S.

By: /s/ Luca de Meo
Name: Luca de Meo
Title: President

Date: November 4, 2024

RENAULT S.A.

By: /s/ Luca de Meo
Name: Luca de Meo
Title: CEO

Date: November 4, 2024

NISSAN MOTOR CO., LTD.

By: /s/ Makoto Uchida
Name: Makoto Uchida
Title: President and CEO

SCHEDULE I

Executive Officers and Directors of Alliance Ventures B.V.

The name, citizenship and principal occupation of each director and executive officer of Alliance Ventures B.V. are set forth below. The address for each person listed below is c/o Boeing Avenue 275, 1119 PD, Schiphol-Rijk, The Netherlands.

OFFICERS:

Name	Citizenship	Present Principal Occupation or Employment
Véronique Sarlat-Depotte	France	Chairwoman of and Managing Director, Alliance Ventures B.V.
Erik Ronald Huffels	The Netherlands	Managing Director, Alliance Ventures B.V.

DIRECTORS:

Name	Citizenship	Present Principal Occupation or Employment
Makoto Uchida	Japan	President and CEO, Nissan Motor Co. Ltd.
Takao Kato	Japan	President and CEO, Mitsubishi Motors Corporation
Luca de Meo	Italian	President of Renault s.a.s.

To the knowledge of the Reporting Persons, during the last five years, none of the individuals listed above has been: (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to federal or state securities laws or finding any violation with respect to such laws

SCHEDULE II

Executive Officers and Directors of Renault s.a.s. and Renault S.A.

The name, citizenship and principal occupation of each director and executive officer of Renault s.a.s. and Renault S.A. are set forth below. The address for each person listed below is c/o 122-122 bis Avenue du Général Leclerc, 92100 Boulogne-Billancourt, France.

RENAULT s.a.s.

OFFICERS:

Name	Citizenship	Present Principal Occupation or Employment
Luca de Meo	Italian	President of Renault s.a.s.

DIRECTORS:

Name	Citizenship	Present Principal Occupation or Employment
Jean-Dominique Senard	French	Chairman of the Board of Directors
Luca de Meo	Italian	President of Renault s.a.s.
Catherine Barba	French	Independent director
Frédéric Barrat	French	Director representing the employees
Miriem Bensalah Chaqroun	Moroccan	Independent director
Thomas Courbe	French	Director representing the French State
Bernard Delpit	French	Independent director
Noël Desgrippes	French	Director representing the employee shareholders
Marie-Annick Darmaillac	French	Independent director
Pierre Fleuriot	French	Independent director
Richard Gentil	French	Director representing the employees
Eric Personne	French	Director representing the employees
Yu Serizawa	Japanese	Director representing Nissan
Joji Tagawa	Japanese	Director representing Nissan
Annette Winkler	German	Independent director
Alexis Zajdenweber	French	Director representing the French State

RENAULT S.A.

OFFICERS:

Name	Citizenship	Present Principal Occupation or Employment
Luca de Meo	Italian	Chief Executive Officer of Renault S.A.

DIRECTORS:

Name	Citizenship	Present Principal Occupation or Employment
Jean-Dominique Senard	French	Chairman of the Board of Directors
Luca de Meo	Italian	Chief Executive Officer of Renault S.A.
Catherine Barba	French	Independent director
Frédéric Barrat	French	Director representing the employees
Miriem Bensalah Chaqroun	Moroccan	Independent director
Thomas Courbe	French	Director representing the French State
Bernard Delpit	French	Independent director
Noël Desgrippes	French	Director representing the employee shareholders
Marie-Annick Darmaillac	French	Independent director
Pierre Fleuriot	French	Independent director
Richard Gentil	French	Director representing the employees
Eric Personne	French	Director representing the employees
Yu Serizawa	Japanese	Director representing Nissan
Joji Tagawa	Japanese	Director representing Nissan
Annette Winkler	German	Independent director
Alexis Zajdenweber	French	Director representing the French State

To the knowledge of the Reporting Persons, during the last five years, none of the individuals listed above has been: (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to federal or state securities laws or finding any violation with respect to such laws

SCHEDULE III

Executive Officers and Directors of Nissan Motor Co., Ltd.

The name, citizenship and principal occupation of each director and executive officer of Nissan Motor Co., Ltd. are set forth below. The business address for each person listed below is c/o 1-1, Takashima 1-chome, Nishi-ku, Yokohama, Kanagawa, 220-8686, Japan..

OFFICERS:

Name	Citizenship	Present Principal Occupation or Employment
Makoto Uchida	Japan	President and CEO, Nissan Motor Co. Ltd.
Asako Hoshino	Japan	Executive Vice President, Nissan Motor Co., Ltd.
Kunio Nakaguro	Japan	Executive Vice President, Nissan Motor Co., Ltd.
Hideyuki Sakamoto	Japan	Executive Vice President, Nissan Motor Co., Ltd.
Stephen Ma	United States	Chief Financial Officer, Nissan Motor Co., Ltd.

DIRECTORS:

Name	Citizenship	Present Principal Occupation or Employment
Yasushi Kimura	Japan	Honorary Executive Consultant, ENEOS Holdings, Inc. Chairman of the Board of Directors, Nissan Motor Co., Ltd.
Jean-Dominque Senard	France	Chairman of the Board of Directors, Renault S.A. Chairman of the Board of Directors, Renault s.a.s. Director, Nissan Motor Co., Ltd
Bernard Delmas	France	Independent outside director, Nissan Motor Co., Ltd.
Keiko Ihara	Japan	Representative director, Future, Inc. Independent outside director, Nissan Motor Co., Ltd.
Motoo Nagai	Japan	Outside Director, Nisshin Seifun Group Inc. Independent outside director, Nissan Motor Co., Ltd.
Andrew House	United Kingdom	Strategic Advisor, Intelity Executive Mentor, EXCO Group Outside director, Dentsu Group Inc. Independent outside director, Nissan Motor Co., Ltd
Brenda Harvey	United States	Managing Director, IBM Corporation Independent outside director, Nissan Motor Co., Ltd.
Teruo Asada	Japan	Honorary Executive Advisor, Marubeni Corporation Independent outside director, Nissan Motor Co., Ltd.
Mariko Tokuno	Japan	External Director, Shiseido Co., Ltd Outside Director, Yamato Holdings Co., Ltd. Independent outside director, Nissan Motor Co., Ltd.
Pierre Fleuriot	France	Independent director, Renault S.A. Independent directors, Renault s.a.s. Director, Nissan Motor Co., Ltd.
Makoto Uchida	Japan	President and CEO, Nissan Motor Co. Ltd.
Hideyuki Sakamoto	Japan	Executive Vice President, Nissan Motor Co., Ltd.

To the knowledge of the Reporting Persons, during the last five years, none of the individuals listed above has been: (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to federal or state securities laws or finding any violation with respect to such law

Exhibit 99.2

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [*], HAS BEEN OMITTED BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO ALLIANCE VENTURES B.V., RENAULT S.A.S., MITSUBISHI MOTORS CORPORATION AND NISSAN MOTOR CO., LTD. IF PUBLICLY DISCLOSED.

EXECUTION COPY

AMENDED AND RESTATED JOINT VENTURE AGREEMENT

Between

RENAULT S.A.S.

MITSUBISHI MOTORS CORPORATION

NISSAN MOTOR CO., LTD.

And

ALLIANCE VENTURES B.V.

Relating to

ALLIANCE VENTURES B.V.

Dated as of 2 October 2019

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THIS AMENDED AND RESTATED JOINT VENTURE AGREEMENT (the **Agreement**) is dated 2 October 2019 and made between:

(1) Renault S.A.S., a simplified joint stock company (*société par actions simplifiée*) organized and existing under the laws of the Republic of France, with its registered office at 13-15 Quai Alphonse Le Gallo, 92100 Boulogne-Billancourt, France, registered under number 780 129 987 in the Registry of Commerce and Companies of Nanterre, France (**Renault**);

(2) Mitsubishi Motors Corporation, a company organized and existing under the laws of Japan, having its registered office at 1-21, Shibaura 3-chome, Minato-ku, Tokyo 108-8410, Japan, registered with the trade register of Tokyo, Japan (*Legal Affairs Bureau Tokyo, Japan*) under number 0104-01-029044 (**MMC**);

(3) Nissan Motor Co., Ltd., a company organized and existing under the laws of Japan, having its registered office at No. 2 Takaro-cho, Kanagawa-ku Yokohama-shi, Kanagawa 220-8623, Japan, registered with the trade register of Yokohama, Japan (*Legal Affairs Bureau Yokohama, Japan*) under number 0200-01-031109 (**Nissan**); and

(4) Alliance Ventures B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law, having its official seat in Amsterdam, the Netherlands, and its registered office address at Jachthavenweg 130, 1081KJ, Amsterdam, the Netherlands, registered with the Dutch trade register under number 70350426 (the **Company**);

Parties (1) through (3) are also jointly referred to as the **Shareholders** and individually as a **Shareholder**;

Parties (1) through (4) are also jointly referred to as the **Parties** and individually as a **Party**;

WHEREAS:

(A) the Shareholders entered into a joint venture agreement dated 27 February 2018 (the **Original Agreement**) to combine their resources, boost open innovation and jointly set up a joint venture vehicle that engages globally in strategic venture capital investments in start-ups active in various businesses relating to the automotive field (*e.g.* connectivity technology, autonomous driving, battery EV technologies, digital marketing, digital manufacturing, cybersecurity, industry 4.0 and new businesses, etc.) (the **Investment Targets** and each an **Investment Target**). The Company acquires equity stakes in Investment Targets, co-invests in external venture capital in which one of the Shareholders has invested and invests in other venture capital funds (the **Business**). The Company operates from Amsterdam, the Netherlands, and invests globally and it is expected that investments shall have a special focus on the following innovation and start-up hubs: Silicon Valley, Europe (mostly France, Germany and the United Kingdom), Israel, China and Japan. The Company will act as a shared control joint venture vehicle which was incorporated for that purpose by the Shareholders on 20 December 2017 and whose entire issued and outstanding capital has been (legally and beneficially) owned by the Shareholders since that date;

(B) in order to facilitate the joint investments in Investment Targets, the Shareholders decided to incorporate the Company as a special purpose vehicle. The Company does not qualify as an alternative investment fund within the meaning of article 4 sub 1 a) of Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers;

(C) the Shareholders wish to amend and restate the Original Agreement and each of the Shareholders wishes to enter into this Agreement to record each of their rights and obligations pursuant to their shareholdings in the Company as well as certain aspects of the affairs of the Company;

(D) each Shareholder shall procure that the Company will, and the Company confirms that it will, comply with applicable Laws, including relevant sanctions laws, tax laws, anti-bribery, anti-social forces and anti-corruption laws; and

(E) the Company is a party to this Agreement in order to express its agreement to the contents and to accept its obligations under this Agreement;

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

1.1.1 Capitalised words and expressions used in this Agreement have the meaning set out below, unless the context clearly requires otherwise:

Accounts	means (i) the annual accounts of the Company regarding the relevant Financial Year, comprising a statement of financial position (balance sheet) at the end of the period, a statement of profit or loss and other comprehensive income for the period, a statement of changes in equity for the period, a statement of cash flows for the period, notes, comprising a summary of significant accounting policies and other explanatory notes, and comparative information prescribed by the generally accepted accounting standard, (ii) the directors report regarding the Company, and (iii) the other information listed in Section 2:392 DCC, including the auditor's statement in respect of the annual accounts and the directors report, and prepared in accordance with the generally accepted accounting standards;
Affiliate	means in relation to a Party, any person other than a natural person, which is Controlled by, Controls or is under common Control with such Party;
Agreement	has the meaning given in the introduction to this Agreement, as amended or supplemented from time to time;
Alliance Cross Functional Team Innovation or **ACFTI**	has the meaning given in the Investment Policy Statement;
Alliance Operating Board	means the body overseeing the operations and governance in the Alliance composed of 4 (four) principal members: the [*] of Renault S.A., the [*] of Renault S.A., the [*] of Nissan and the [*] of MMC;

Articles of Association	means the articles of association of the Company, as amended or supplemented from time to time;
Budget	has the meaning given in Clause 7;
Business	has the meaning given in Recital (A);
Business Day	means a day (other than a Saturday or a Sunday or a public holiday) on which banks are open for business in the Netherlands, France, Japan, other than for internet banking services only;
Business Plan	has the meaning given in Clause 7;
Business Sponsor	has the meaning given in the Investment Policy Statement;
Chairman	has the meaning given in Clause 4.2.3;
Champion	has the meaning given in the Investment Policy Statement;
Company	has the meaning given in the introduction of this Agreement;
Completion	means completion of all the actions set out in Clause 3.2;
Completion Date	means the date on which Completion has taken place;
Control	means, with respect to the relevant person, (i) the direct or indirect ownership or control of more than [*]% ([*] per cent) of the (a) ownership interest or (b) voting power at the general meeting of a similar body, of that person, or (ii) the rights or ability to (a) appoint or remove or (b) direct the appointment or removal of, such number of members of the management board or a similar body of that person with decisive voting power in such body;
Control Event	means, with respect to a Shareholder, (i) an event as a result whereof a Shareholder ceases to be an Affiliate of its Ultimate Beneficial Owner without the prior written consent of the other Shareholders, or (ii) an event as a result whereof a Shareholder's Ultimate Beneficial Owner no longer owns, directly or indirectly, [*]% ([*] per cent) of the ownership interest in such Shareholder without the prior written consent of the other Shareholders;
Co-Sponsor	has the meaning given in the Investment Policy Statement;
DCC	means the Dutch Civil Code;
Deed of Adherence	has the meaning given in Clause 11.3.1;
Deed of Amendment	means the deed by which the Articles were amended, of which a certified copy is attached hereto as Schedule 1.1.1;

Deed of Issuance	has the meaning given in Clause 2.1.2(a);
Default Event	has the meaning given in Clause 12.1;
Defaulting Shareholder	has the meaning given in Clause 12.1;
Default Notice	has the meaning given in Clause 12.2.3;
Dispose	means in relation to any Share or any legal or beneficial interest in any Share: (i) to sell, assign, transfer or otherwise dispose of the Share or any legal or beneficial interest in that Share; (ii) to create or permit to subsist any Encumbrance over any Share or any legal or beneficial interest in that Share; (iii) to create any trust or confer any interest over any Share or any legal or beneficial interest in that Share; (iv) to enter into any agreement, arrangement or understanding in respect of the voting rights or the rights to receive dividends, interest or other distributions attaching to any Share; or (v) to agree whether or not subject to any condition precedent or subsequent to do any of the foregoing, and **Disposed**, **Disposal** and **Disposing** shall be construed accordingly;
Encumbrance	means a pledge, mortgage, right of usufruct, attachment, right of retention, reservation of title, title defect (*titelgebrek*), any right of first refusal, right of pre-emption or any other right to acquire, any arrangement concerning depositary receipts (*certificering*), restriction on voting or transfer, of any other third party right or security interest of any kind, or the commitment to create any of the foregoing, and to **Encumber** shall be construed accordingly;
Fair Market Value	means, at the relevant moment in time, the value of Shares, determined in accordance with Clause 12.3;
Financial Year	means the financial year of the Company as set out in the Articles of Association;
General Meeting	means the general meeting of Shareholders;
Governmental Entity	means any international, supranational, European Union, national, federal, regional, provincial, municipal, or local body or authority exercising a legislative, judicial, executive, regulatory or self-regulatory, administrative or other governmental function and with jurisdiction in respect of the relevant matter;
Independent Expert	has the meaning given in Clause 12.3.1;
Insolvency Event	means in relation to any company: (a) the Liquidation (voluntary or otherwise), other than a solvent reconstruction or amalgamation, including a legal merger, in which the new company resulting from such reconstruction or amalgamation assumes (and is capable of assuming) all the obligations of the company;

(b) it becoming insolvent or unable to pay its debts as and when they become due or it admitting in writing to being generally unable to pay its debt as they become due;

(c) a decision or resolution of a meeting of its directors, shareholders or other corporate body is taken or passed (or applied or petitioned for) in respect of its winding-up, administration or dissolution, including a bankruptcy (faillissement) or suspension of payments (surseance van betaling) under Dutch law or any other jurisdiction, or to propose or implement a scheme of arrangement with, any of its creditors or a company voluntary arrangement;

(d) any person presenting a petition or application for its winding-up, administration or dissolution, including a bankruptcy (faillissement) or suspension of payments (surseance van betaling) under Dutch law;

(e) an order is made by a court of competent jurisdiction, or a resolution is passed, for its winding-up, administration or dissolution, including, without limitation, a bankruptcy (faillissement) or suspension of payments (surseance van betaling) under Dutch law;

(f) any step is taken by any person (and is not withdrawn or discharged within 30 (thirty) Business Days) to appoint a liquidator, receiver, administrative receiver or administrative manager in respect of it or the whole or a substantial part of its assets or undertaking;

(g) it seeking or substantially all of its assets becoming subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official;

(h) it having a secured party taking possession of all or substantially all of its assets or having a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process not being dismissed, discharged, stayed or restrained, in each case within 30 (thirty) Business Days thereafter;

(i) it entering into a composition or arrangement with its creditors; or

(j) any event or procedure analogous to any of the events set out in paragraphs (a)through (j)in any jurisdiction;

Intra-Group Transfer	has the meaning given in Clause 11.2;
Investment Committee	has the meaning given in Clause 4.5.1;
Investment Committee Members	has the meaning given in Clause 4.5.3;
Investment Policy Statement or **IPS**	has the meaning given in Clause 4.2.1(a);
Investment Proposal	means the formal proposal for a potential investment in an Investment Target prepared in accordance with and meeting the requirements set out in Schedule 1.1.2;
Investment Target	has the meaning given in Recital (A);
Law	means, with respect to the relevant subject matter or person, all applicable legislation, regulations, rules, judgements, directives, decrees, orders, instruments, by-laws, and other legislative measures or decisions having the force of law, as well as treaties, conventions and other agreements between states, or between states and the European Union or other supranational bodies, rules of common law, customary law and equity, and all other laws of, or having effect in, any jurisdiction from time to time;
Liquidation	means the making of a winding up order by the courts or the passing of a resolution by the shareholders or any other relevant corporate body of the relevant company that the company will be wound up, dissolved or liquidated;
Listing	means the admission to listing of a majority of the Company's share capital on a recognised stock exchange;
Management Board	means the board of managing directors of the Company from time to time as described in more detail in Clause 4.2;
Managing Director	has the meaning given in Clause 4.2.3;
Meeting Right	means the right to attend and participate in the General Meeting and to address the meeting in person or through a representative authorised in writing, pursuant to this Agreement, Dutch law, or the Articles of Association;
MMC	has the meaning given in the introduction of this Agreement;
Nissan	has the meaning given in the introduction of this Agreement;
Non-Defaulting Shareholders	has the meaning given in Clause 12.2.1;

Notary	means Mr. [*] or any other civil law notary (*notaris*) (or such notary's substitute) of Loyens Loeff N.V. in the Netherlands;
Original Agreement	has the meaning given in Recital (A);
Party	has the meaning given in the introduction of this Agreement;
Proof of Concept or **PoC**	has the meaning given in the Investment Policy Statement;
Renault	has the meaning given in the introduction of this Agreement;
Representatives	means, in relation to a Party, (i) any and all persons authorised to represent such Party (whether or not such authority is subject to limitations), (ii) such Party's directors, officers and employees (whether or not authorised to represent such Party), (iii) such Party's Affiliates' and Representatives of such Affiliates and (iv) any of the professional advisers of such Party, in each case from time to time;
Reserved Matters	means each of the Supervisory Board Reserved Matters and the Shareholder Reserved Matters and all of them collectively, as the context requires;
Sale	means the completion of the acquisition (whether through a single transaction or a series of transactions), by a person or persons acting in concert with each other, of an interest in the Company of more than [*]% ([*]) per cent of the Shares in the Company;
Shareholders	has the meaning given in the introduction of this Agreement and shall include any other persons holding Shares from time to time;
Shareholder Reserved Matters	has the meaning given in Clause 5(a);
Shares	means all the shares in the capital of the Company that are issued and outstanding from time to time;
Subsidiaries	means the companies over which the Company can directly or indirectly exercise Control from time to time;
Supervisory Board	means the board of supervisory directors of the Company from time to time as described in more detail in Clause 4.3;
Supervisory Board Reserved Matters	has the meaning given in Clause 5(b);
Supervisory Directors	has the meaning given in Clause 4.3.3;
Supporting Materials	means the materials required to be submitted in support of the relevant action to be taken by the Investment Committee, the Management Board or the Supervisory Board (as applicable) as described in Schedule 1.1.3;

Transaction Documents	means this Agreement, the Deed of Amendment, the Deed of Issuance and each other material document to be executed by one or more of the Parties in connection with the transaction contemplated by this Agreement; and
Ultimate Beneficial Owner	means, in respect of a Shareholder, a person which: (i) Controls such Shareholder, (ii) has the right, either alone or pursuant to an agreement with other shareholders or members, to appoint or remove a majority of the management board, supervisory board or equivalent governing body of such Shareholder, or (iii) is a shareholder or member of, and Controls alone or together with other persons, pursuant to an agreement with such other persons, a majority of the voting rights in such Shareholder, either itself or through other persons of which it is the Ultimate Beneficial Owner.

1.2 **Interpretation**

In this Agreement, unless the context requires otherwise:

(a) the singular includes the plural and vice versa, and each gender includes the other genders;

(b) references to any time of day are to the time on that day in the Netherlands;

(c) references to Recitals, Clauses, Schedules or Annexes are to recitals, clauses, schedules or annexes of this Agreement, and references to this Agreement include the Recitals, Schedules, Annexes and other attachments to this Agreement;

(d) if and to the extent there is a conflict between the provisions of the main body of this Agreement and the provisions of Schedules and Annexes, or between the Agreement and the Investment Policy Statement, the provisions of the Agreement shall prevail;

(e) a reference to a person includes any natural person, corporate body, Governmental Entity or any other entity, whether or not having separate legal personality;

(f) references to any Dutch legal term or concept shall in any jurisdiction other than the Netherlands be construed as a reference to the term or concept which most nearly corresponds to it in that jurisdiction;

(g) English terms to which another language translation has been added in italics shall be interpreted in accordance with such other language translation, disregarding the English term to which such other language translation relates;

(h) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”.

1.2.1 Headings and sub-headings in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement.

1.2.2 Except as expressly otherwise provided in this Agreement, all periods of time set out in this Agreement shall start on the day following the day on which the event triggering the relevant period of time occurred. The expiration date shall be included in the period of time. If the expiration date is not a Business Day, the expiration date shall be the next Business Day.

1.2.3 All interest accruing under this Agreement is to be calculated on the basis of the actual number of days elapsed and a year of 360 (three hundred sixty) days.

1.2.4 All notices, demands, requests, statements, certificates and other documents and communications related to this Agreement shall be in English.

1.2.5 No provision of this Agreement shall be interpreted against a Party solely as a result of the fact that such Party was responsible for drafting such a provision, it being acknowledged that Representatives of all Shareholders have participated in drafting and negotiating this Agreement.

2 SHARE CAPITAL

2.1.1 As from Completion, the Company's issued and outstanding share capital amounts to USD [*] ([*] US dollars), consisting of [*] ([*]) Shares. As from Completion, the Shareholders hold all the Shares (on a fully diluted basis) in accordance with the cap table set out in Schedule 2.1.1.

2.1.2 At Completion, on the terms and subject to the conditions of the Original Agreement:

(a) Renault contributed an amount of USD [*] ([*] US dollars) to the capital of the Company against the issuance by the Company of [*] ([*]) Shares, free from any Encumbrance, to Renault by way of execution of a notarial deed of issuance, a certified copy of which is attached to this Agreement as Schedule 2.1.2(a) (the **Deed of Issuance**);

(b) Nissan contributed an amount of USD [*] ([*] US dollars) to the capital of the Company against the issuance by the Company of [*] ([*]) Shares, free from any Encumbrance, to Nissan by way of execution of the Deed of Issuance; and

(c) MMC contributed an amount of USD [*] ([*] US dollars) to the capital of the Company against the issuance by the Company of [*] ([*]) Shares, free from any Encumbrance, to MMC by way of execution of the Deed of Issuance.

2.1.3 All Shares were fully paid-up at Completion. Payments on Shares have been, and will be, made in cash, unless otherwise agreed upon. Each Share carries one vote.

2.1.4 In calendar year [*], the Shareholders had no obligation to contribute more than a total of USD [*] ([*] US dollars) (including the USD [*] ([*] US dollars) amount shown in Clause 2.1.1 above), which amount is to be contributed progressively in tranches based on [*]. In calendar year [*], the Shareholders' respective contribution ratios shall be [*]. As from [*], the targets and milestones (and each Shareholders' contribution ratio) shall be determined [*].

3 COMPLETION

3.1 Place

Completion took place on the Completion Date at the offices of Loyens & Loeff N.V. at Fred Roeskestraat 100, 1076 ED Amsterdam, the Netherlands.

3.2 Completion actions

On the Completion Date, each Party carried out, or procured the carrying out of, the following actions in the sequence set out below:

(a) the execution of a [*], pursuant to which (i) the Articles of Association will be amended as per the execution of the Deed of Amendment and (ii) the Company will be able to issue Shares as contemplated under this Agreement;

(b) each Shareholder ensured that [*];

(c) execution of the Deed of Amendment by the Notary; and

(d) execution of the Deed of Issuance by the Notary.

4 CORPORATE GOVERNANCE

4.1 General

The Company shall have the following corporate bodies within the meaning of 2:189a DCC: (i) the Management Board, (ii) the Supervisory Board; and (iii) the General Meeting.

4.2 Management Board

Responsibilities

4.2.1 Subject to the provisions of this Agreement and the Articles of Association, the Management Board is responsible for the day-to-day management of the Company and, in particular:

(a) the development and implementation of the Investment Policy Statement or IPS in accordance with Schedule 4.2.1(a), and the annual review and update (as necessary) of the IPS for consistency with the approved Business Plan;

(b) the consideration and, if appropriate, the approval of Investment Proposals in accordance with this Agreement;

(c) the proposal to the Supervisory Board for any appointment, suspension, dismissal or replacement of Investment Committee Members as contemplated by Clause 4.5.4;

(d) the consideration and, if appropriate, the appointment, suspension, dismissal or replacement of board members to Investment Targets (where applicable), subject to Schedule 5, Part A, paragraph (d);

(e) the representation of the Company towards third parties and management of equity participations in Investment Targets;

(f) the development of the Business Plan and the Budget in accordance with Clause 7;

(g) the capture, documentation and recording of all costs associated with the operation of the Business and the Company, including the recognition by the Company of all costs associated with work performed for the Company by Shareholder engaged personnel;

(h) the presentation of financial reports and other information to the Shareholders (including the reports and information referred to in Clause 8.1.2(a)); and

(i) the implementation of the internal control system described in Clause 16, and the assessment of the suitability of, and adherence of Company personnel to, applicable risk (including risk of fraud) management procedures.

4.2.2 The Management Board will conduct the Business in the best interests of the Company and its Subsidiaries and in accordance with the Law, this Agreement, the Articles of Association, the then current and approved Business Plan and Budget and sound business practices.

Composition

4.2.3 The Company will have a management board initially consisting of two (2) directors (the **Managing Directors**), one (1) of whom shall be designated as chairman (the **Chairman**). At the date of this Agreement, the Managing Directors are: [*] (the Chairman) and [*].

4.2.4 The total number of Managing Directors shall be determined by the General Meeting and may be amended from time to time, subject to a unanimous vote of the General Meeting. Managing Directors will be appointed, dismissed and suspended by the General Meeting, subject to a unanimous vote of the General Meeting. The Chairman shall be appointed, suspended, dismissed and replaced by the General Meeting, subject to a unanimous vote of the General Meeting.

Management Board meetings

4.2.5 The Management Board shall in principle meet at the Company's premises in the Netherlands and shall meet as frequently as necessary and desirable for the proper and effective management of the Company and the Business and to discuss the business, operations, affairs, finances and prospects of the Company, together with other matters requested to be discussed by the Chairman or by any Managing Director.

4.2.6 Each Managing Director has the right to convene meetings of the Management Board by sending written notice specifying the time, place and date of the meeting to the other Managing Directors, accompanied by the agenda for the meeting and the Supporting Materials (to the extent required by Schedule 1.1.3). Notice for the meeting shall be given not less than 10 (ten) calendar days in advance, unless the urgency of a relevant matter requires a shorter notice period. Any Managing Director may add additional items to the agenda by giving not less than 5 (five) calendar days' notice to the other Managing Directors. Notwithstanding the foregoing, a Management Board meeting may be convened without any notice if and when all Managing Directors consent to such form of decision-making.

4.2.7 Managing Directors may participate in the Management Board meetings either by attendance in person, by proxy to another Managing Director, by telephone, video conference, or by other means of communication by which all persons participating in the meeting are able to hear the entire meeting and can be heard by all other persons attending the meeting.

4.2.8 Each Managing Director shall have one (1) vote. Except where otherwise agreed in this Agreement, the Management Board shall adopt resolutions by affirmative vote of a simple majority of the Managing Directors present at the meeting. Resolutions may also be adopted by written resolution provided that the relevant resolution has been submitted to all Managing Directors and none of them objected to the resolution being adopted in writing.

4.2.9 The Chairman shall appoint a person to act as secretary for each Management Board meeting, who shall keep minutes of the meeting. The minutes shall contain the decisions made by the Management Board and record the decision making process, including summaries of the discussion for each decision. The minutes shall be adopted by the Management Board and as evidence thereof shall be signed by the Chairman and the secretary.

Quorum

4.2.10 The Management Board shall only be able to validly adopt resolutions in a duly convened meeting in which all Managing Directors are present or duly represented.

Conflicts of interest

4.2.11 A Managing Director shall not participate in deliberations and the decision-making process in the event of a direct or indirect personal conflict of interest between that Managing Director and the Company and the enterprise connected with it. If there is a personal conflict of interest in respect of all Managing Directors, the relevant decision shall be taken by the Supervisory Board. For the avoidance of doubt, this Clause 4.2.11 shall not prevent a "conflicted" Managing Director from participating in deliberations and the decision-making process in respect of any other resolutions to be considered by the Management Board.

Representative authority

4.2.12 The Company shall be represented by its Management Board. In addition, each Managing Director shall be solely authorised to represent the Company.

4.2.13 The Management Board may appoint proxy holders with general or limited power to represent the Company. Each such proxy holder shall be authorized to represent the Company, subject to the restrictions imposed on him (if any) by resolution of the Management Board from time to time.

Remuneration

4.2.14 [*] will be paid to the Managing Directors.

4.3 **Supervisory Board**

Responsibilities

4.3.1 The Supervisory Board shall supervise the policies of the Management Board and the general course of affairs of the Company, and act as an advisory body to the Management Board. The Supervisory Board will act in the best interests of the Company and its Subsidiaries and in accordance with the Law, this Agreement and the Articles of Association.

4.3.2 The Supervisory Board is entrusted with providing advice to the Management Board on the Business and the general affairs of the Company.

Composition

4.3.3 The Company will have a supervisory board initially consisting of three (3) directors (the **Supervisory Directors**), being:

(a) one (1) Supervisory Director R;

(b) one (1) Supervisory Director N; and

(c) one (1) Supervisory Director M.

4.3.4 At the date of this Agreement, the members of the Supervisory Board are: [*] (Supervisory Director R), [*] (Supervisory Director N) and [*] (Supervisory Director M). For as long as the Supervisory Board consists of three Supervisory Directors, each Shareholder has a right to appoint, dismiss or suspend its own Supervisory Director and the Shareholders hereby commit to vote in the General Meeting in accordance with this Clause 4.3.4.

4.3.5 The total number of Supervisory Directors shall be determined by the General Meeting and may be amended from time to time, subject to a unanimous vote of the General Meeting. Supervisory Directors will be appointed, dismissed and suspended by the General Meeting, subject to a unanimous vote of the General Meeting and provided that the Shareholders shall act in the General Meeting in accordance with Clause 4.3.4.

Supervisory Board meetings

4.3.6 The Supervisory Board shall meet as frequently as necessary and desirable taking into account the Company's level of activities. Each Supervisory Director may call a meeting of the Supervisory Board as and when such Supervisory Director deems necessary.

4.3.7 Each Supervisory Director shall have 1 (one) vote. Except where otherwise agreed in this Agreement, the Supervisory Board shall adopt resolutions by unanimous vote of the Supervisory Directors.

4.3.8 Each Supervisory Director has the right to convene meetings of the Supervisory Board by sending written notice specifying the time, place and date of the meeting to the other Supervisory Directors, accompanied by the agenda for the meeting and the Supporting Materials (to the extent required by Schedule 1.1.3). Notice for the meeting shall be given not less than 15 (fifteen) calendar days in advance, unless the urgency of a relevant matter requires a shorter notice period. Any Supervisory Director may add additional items to the agenda by giving not less than 10 (ten) calendar days' notice to the other Supervisory Directors. Notwithstanding the foregoing, Supervisory Board meetings may be held without any convening notice if and when all Supervisory Directors consent to such form of decision-making.

4.3.9 Supervisory Directors may participate in the Supervisory Board meetings either by attendance in person, by proxy to another Supervisory Director, by telephone, or by other means of communication by which all persons participating in the meeting are able to hear the entire meeting and can be heard by all other persons attending the meeting.

Decision making

4.3.10 Subject to Clauses 4.3.13, 4.3.14, and 12.2.4(b) and except as otherwise provided in this Agreement, the decisions of the Supervisory Board, including for the avoidance of doubt the decisions of the Supervisory Board in respect of Supervisory Board Reserved Matters under Clause 5(a), shall require the unanimous vote of the Supervisory Directors. Resolutions may also be adopted by written resolution provided that the relevant resolution has been submitted to all Supervisory Directors and none of them objected to the resolution being adopted in writing.

4.3.11 For each Supervisory Board meeting, the Supervisory Board shall appoint 1 (one) of the Supervisory Directors to act as chairman, who shall conduct the meeting. The Supervisory Board shall also appoint a person to act as secretary for each Supervisory Board meeting, who shall keep minutes of the meeting. The minutes shall contain the decisions made by the Supervisory Board and record the decision making process, including summaries of the discussion for each decision. The minutes shall be adopted by the Supervisory Board and as evidence thereof shall be signed by the chairman and the secretary.

Quorum

4.3.12 The Supervisory Board shall only be able to validly adopt resolutions in a duly convened meeting in which all Supervisory Directors are present or duly represented.

Conflicts of interest

4.3.13 A Supervisory Director shall not participate in deliberations and the decision-making process in the event of a direct or indirect personal conflict of interest between that Supervisory Director and the Company and the enterprise connected with it. If there is such a personal conflict of interest in respect of all Supervisory Directors, the relevant decision shall be taken by the General Meeting. For the avoidance of doubt, this Clause 4.3.13 shall not prevent a "conflicted" Supervisory Director from participating in deliberations and the decision-making process in respect of any other resolutions to be considered by the Supervisory Board.

4.3.14 Subject to Clause 4.3.13, unless otherwise agreed in writing by the Shareholders who did not appoint the relevant Supervisory Director, a Supervisory Director shall be deemed unable to fulfil his tasks as a result of inability (*belet*) if the Supervisory Board is to resolve on:

(a) any right of action by the Company against the Shareholder who appointed such Supervisory Director or against any of such Shareholder's Affiliates, or *vice versa*;

(b) any proposed transaction or arrangement to be entered into between the Company and the Shareholder who appointed such Supervisory Director or any Affiliate of such Shareholder, or any variation of the terms of any existing transaction or arrangement between such persons; or

(c) any other matter concerning, or reasonably likely to concern, a conflict between the interests of the Company and the Shareholder who appointed such Supervisory Director or any Affiliate of such Shareholder;

in which case the provisions of article 18.9 of the Articles of Association shall apply.

Remuneration

4.3.15 [*] will be paid to the Supervisory Directors.

4.4 **General Meeting**

Responsibilities

4.4.1 The General Meeting is responsible for all matters not specifically conferred upon the Management Board or the Supervisory Board, within the limits set by the Law and the Articles of Association.

Meetings

4.4.2 The General Meeting will meet at least once a year within 6 (six) months of the close of the Financial Year to adopt the Accounts of the Company and to determine the allocation and distribution of the profits (if any) of the Company (or at a later date if the General Meeting has granted an extension of time for the preparation of such Accounts), and further as often as the Management Board or the Supervisory Board deems necessary, and in any case prior to deciding on any Shareholder Reserved Matter.

4.4.3 General Meetings shall take place in accordance with the applicable provisions of the Articles of Association.

4.4.4 Each Shareholder may participate in the General Meeting either by attendance in person, by proxy, by telephone, or by other means of communication by which all persons participating in the meeting are able to hear the entire meeting and be heard by all the other persons attending the meeting.

4.4.5 General Meetings shall be held at the Company's principle place of business in Amsterdam, the Netherlands. General Meetings may be held elsewhere in the Netherlands, provided that all persons with a Meeting Right have consented to the place of the meeting and prior to the decision-making process, the Managing Directors and the Supervisory Directors have been given the opportunity to render advice.

Decision making

4.4.6 Subject to Clause 5(b), all resolutions of the General Meeting shall be adopted with a simple majority of the votes validly cast.

4.4.7 In the event that the General Meeting is unable to take a resolution in respect of a Shareholder Reserved Matter and the same causes a disagreement, the provisions of Clause 6 shall apply.

Quorum

4.4.8 The General Meeting shall only be able to validly adopt resolutions in a meeting in which all Shareholders are present or duly represented.

4.5 **Investment Committee**

Responsibilities

4.5.1 The Management Board will establish an investment committee (the **Investment Committee**) to act under its responsibility. For the avoidance of doubt, the Investment Committee shall not be a body of the Company under clause 2:189a DCC.

4.5.2 The Investment Committee is entrusted with providing advice to the Management Board and the Supervisory Board on the Business and on investments in an Investment Target, including on Investment Proposals regarding investments in an Investment Target, and divestments of the Company's interests in an Investment Target.

4.5.3 Any Investment Committee Member may make an Investment Proposal to the Management Board or the Supervisory Board (as applicable).

Composition

4.5.4 At the date of this Agreement, the Investment Committee is composed of nine (9) members. The total number of members of the Investment Committee (the **Investment Committee Members**) shall be determined by the Management Board and may be amended from time to time, subject to the approval of the Supervisory Board. The Investment Committee Members shall be appointed, suspended, dismissed and replaced by the Management Board, subject to the approval of the Supervisory Board.

4.5.5 The Investment Committee Members may participate in the Investment Committee meetings either by attendance in person, by proxy to another Investment Committee Member, or fellow employee or officer of the same entity of relevant Investment Committee Member, by telephone, video conference, or by other means of communication by which all persons participating in the meeting are able to hear the entire meeting and can be heard by all other persons attending the meeting. Notwithstanding the foregoing, representation of an Investment Committee Member in an Investment Committee meeting by proxy to another person that is not an Investment Committee Member will be subject to the approval of all the other Investment Committee Members participating in such meeting. Investment Committee meetings shall take place as frequently as necessary and desirable for giving advice to the Management Board and the Supervisory Board (where applicable). Each Investment Committee Member or Managing Director may call a meeting of the Investment Committee as and when such Investment Committee Member or Managing Director deems necessary by sending written notice specifying the time, place and date of the meeting to the other Investment Committee Members, accompanied by the agenda for the meeting and the Supporting Materials (to the extent required by Schedule 1.1.3). Notice for the meeting shall be given not less than 10 (ten) calendar days in advance, unless the urgency of a relevant matter requires a shorter notice period. Any Investment Committee Member or Managing Director may add additional items (except Investment Proposals) to the agenda by giving not less than 5 (five) calendar days' notice in advance to the Investment Committee. Notwithstanding the foregoing, Investment Committee Member meetings may be held without any convening notice if and when all Investment Committee Members consent to such form of decision-making.

4.5.6 Each Investment Committee Member shall have 1 (one) vote. The Investment Committee shall adopt its advice in relation to Investment Targets by qualified majority of two-thirds of the votes validly cast.

Quorum

4.5.7 The Investment Committee shall be able to validly adopt its advice in relation to Investment Targets in a duly convened meeting in which the simple majority of Investment Committee Members are present or duly represented.

4.5.8 For each Investment Committee meeting, the Investment Committee shall appoint 1 (one) of the Investment Committee Members to act as chairman, who shall conduct the meeting. The Investment Committee shall also appoint a person to act as secretary for each Investment Committee meeting, who shall keep minutes of the meeting. The minutes shall be adopted by the Investment Committee and as evidence thereof shall be signed by the chairman and the secretary.

5 RESERVED MATTERS

Each of the Parties shall, subject to the Law, procure (as far as it is reasonably able) that the Company, any corporate body of the Company and each of the Subsidiaries:

(a) shall not take any action or resolution on any of the matters listed in Schedule 5 Part A without the prior unanimous approval of the Supervisory Board (the **Supervisory Board Reserved Matters**); and

(b) shall not take any action or resolution on any of the matters listed in Schedule 5 Part B without the prior unanimous approval of the General Meeting (the **Shareholder Reserved Matters**).

6 ESCALATION PROCEDURE

6.1.1 The Parties agree to apply the provisions of this Clause 6 in deviation of the statutory dispute resolution proceedings ex Section 2:335 et seq. DCC.

6.1.2 In case of any disagreement among the Parties arising out of or in connection with this Agreement, the Parties shall first endeavour to resolve such disagreement at the level of the management organization where such disagreement arose and, if the disagreement is not resolved, thereafter refer the relevant matter on which they are in disagreement to the Alliance Operating Board for amicable and unanimous resolution.

7 BUSINESS PLAN AND BUDGET

7.1.1 The Management Board shall develop the business plan, which shall include [*], and [*] (the **Business Plan**). The Business Plan [*] shall be updated from time to time, but at least [*] and each update shall require the approval of [*]. The [*] shall provide the [*] with a draft annual update of the Business Plan [*] to be implemented for the following Financial Year in accordance with [*]. Finalization and approval of the annual update of the Business Plan [*] by the [*] shall occur no later than [*]. The [*] shall be approved jointly by the [*]; provided, however, that prior to such approval the [*] shall be presented to the [*] for their review and input.

7.1.2 The Business Plan shall also set forth the [*]. The [*] shall be defined by [*], in accordance with [*].

8 REPORTING AND INFORMATION RIGHTS OF SHAREHOLDERS

8.1 Reporting

8.1.1 The Company undertakes to provide the Shareholders with [*], in such form and detail as the Shareholders may reasonably require from time to time. The [*] will also enquire [*].

8.1.2 The Company agrees to furnish the Shareholders with the following information and documentation (which, to the extent relevant, shall be prepared in a manner consistent with [*]):

(a) within [*] Business Days following the end of each [*], [*];

(b) within [*] months after the end of each [*], the [*];

(c) within [*] calendar days after the end of each [*], a [*];

(d) at least [*] Business Days before the end of each [*], a [*];

(e) promptly following the request by a Shareholder, the [*];

(f) every [*] months after the [*], periodic [*];

(g) within [*] calendar days after the end of [*], the [*];

(h) within [*] calendar days after the end of [*], [*]; and

(i) on [*], any other information which the Shareholders may [*], [*].

8.1.3 The [*] shall provide the [*], on a [*] with any information which the [*] may [*].

8.2 **Shareholder Audits and Review**

Any Shareholder shall [*], from time to time but in any event not more frequently than [*], be entitled to require an audit of [*], and, upon reasonable notice and subject to an appropriate level of confidentiality, the Company shall allow [*].

9 DIVIDENDS

Distributions will be allocated to the Shareholders pursuant to [*].

10 FURTHER FINANCING

10.1.1 The Shareholders acknowledge that the Company may need further financing from time to time in order to fund [*]. Such further financing requirements shall be satisfied by [*]and shall in principle be raised through [*], in each case, to be recorded in the same [*]. For the purposes of the [*] contemplated in this Clause 10.1.1, the Shareholders shall [*]. The obligations of the Shareholders [*] shall terminate [*].

10.1.2 Save for the [*], no Shareholder shall be under any obligation whatsoever to [*] without that Shareholder's written consent.

10.1.3 If one or more Shareholders [*], the [*] will decide how to handle [*]. The [*] will also be decided by [*], in the same manner as described in [*] determinations, with the [*].

10.1.4 The Company shall anticipate [*] through c [*] aligning with, as far as practicable, the timing of the [*], provided each Shareholder shall be given not less than [*] calendar days' prior notice to make any such [*].

10.1.5 Any [*], in the then [*], that was not [*], in that [*], shall be available to fund the approved Business Plan [*] for the following [*]. For the avoidance of doubt, and without limiting [*], approval of the Business Plan [*] does not constitute an obligation on a Shareholder to [*].

11 TRANSFER OF SHARES

11.1 General prohibition

Except as otherwise provided in this Clause 11 and subject to Clause 12, no Shareholder shall directly or indirectly [*], without the prior written unanimous approval of [*].

11.2 Permitted transfers

Intra-Group transfers

Notwithstanding the general restrictions on [*], each of the Shareholders shall be entitled at any time to transfer all ([*]) of [*], subject, however, to the prior written consent of the [*], which consent shall not be unreasonably withheld and provided that the [*].

11.3 Accession to this Agreement and transfer of all related rights

11.3.1 No Shareholder ([*]) shall transfer any [*]is permitted by this Agreement, (ii) prior to the consummation of any [*] executes and delivers to [*] a duly executed copy of [*] and (iii) all related rights and obligations with respect to [*]. Pursuant to the provisions of [*] confirms that, with respect to the [*], it shall be deemed to be a [*]for purposes of this Agreement and agrees to be bound by all the terms and conditions of the Agreement.

11.3.2 The Parties shall procure that the Company does not [*] other than pursuant to the provisions of this Agreement and subject to such person either being a Party to this Agreement or having entered into a [*].

12 DEFAULT EVENTS

12.1 Default Event

A Shareholder shall be in default of this Agreement upon the occurrence of any of the following events in respect of it (a **Defaulting Shareholder**):

(a) it commits a [*];

(b) an [*]; and

(c) a [*]

(each a **Default Event**).

12.2 Default Notice

12.2.1 Each Shareholder shall [*]notify [*] if it [*] or if it becomes aware of [*], specifying [*].

12.2.2 The Company shall, [*] after receipt of such notice, serve written notice by registered mail [*]confirming whether or not [*].

12.2.3 Without prejudice to any [*], the [*] may, within [*] Business Days of (i) notifying the [*], or (ii) having been notified by [*] and provided that [*], elect by jointly serving a written notice (a **Default Notice**) on [*]to:

(a) jointly [*]; or

(b) in case the [*], require the [*].

12.2.4 For as long as the relevant Shareholder [*], the following principles shall apply:

(a) the [*] shall be suspended; and

(b) unless otherwise agreed in writing by [*], shall be unable to [*]. The other [*] shall [*].

12.3 **Fair market value**

12.3.1 For purposes of Clause 12.2, the [*] shall be determined in [*]. If the Shareholders fail to reach agreement on [*].

12.3.2 All costs and expenses incurred in [*] shall be for the account of and paid by [*]. Each Party shall procure that [*].

12.4 **Buy/Sell Process**

12.4.1 Once the [*] has [*]], the [*] shall be bound (subject only to [*]) to complete (or procure the completion of) the [*].

12.4.2 In the remainder of this Clause 12.4 the [*], the Shareholder required to [*].

12.4.3 Completion of the [*]shall take place at the [*] whereupon:

(a) the [*];

(b) the [*];

(c) the [*];

(d) the [*]; and

(e) if requested by any of the [*], [*].

12.4.4 If the [*] in accordance with its obligations hereunder, the [*] will be authorised to [*].

12.4.5 The provisions of Clause 11.3 shall apply to the [*], whether the [*].

12.4.6 To the extent permitted by Law, the Parties wish to [*] set out in this Clause 12.4 over [*], such that the agreed procedures set out herein shall [*].

12.4.7 If the [*] have not been effected at the [*] of the applicable [*] pursuant to Clause 12.4.1, the [*], unless the fact that such [*] is due to [*].

13 CONFIDENTIALITY

13.1.1 Each of the Parties hereby undertakes for the Confidentiality Period defined in Clause 13.1.3 below, to treat all information relating or belonging to the other Parties, whether furnished before or during the term of this Agreement (hereinafter referred to as the "**Confidential Information**"), as confidential and will not disclose the same to any third party without the prior written consent of the other Parties; provided, however, that the above shall not apply to information which is or becomes part of the public domain through no fault of the receiving Party, nor shall the above restrict or prohibit the disclosure of such information to competent Governmental Entities if required to bring about the transactions contemplated by this Agreement or to the extent required by Law.

13.1.2 The receiving Party shall (i) only disclose information in relation to the other Parties to its Representatives who need to know such information for the purpose of this Agreement; (ii) cause its Representatives to strictly comply with the obligations of this Clause 13; and (iii) be responsible for any action or inaction of its Representatives resulting in a breach of such obligations. The Parties shall take all necessary steps to ensure that their and their Representatives comply in all respects with this Clause 13.

13.1.3 The obligations undertaken by the Parties pursuant to this Clause 13 shall survive the termination of this Agreement, and shall remain in effect and be binding on the Parties for a period of [*] except for such [*] (the "**Confidentiality Period**").

13.1.4 All Confidential Information shall remain the sole and exclusive property of the disclosing Party, and may be used by the receiving Party only for the purpose of this Agreement. Nothing contained in this Agreement will be construed as granting or conferring any rights by license or otherwise, expressly, impliedly, or otherwise for any intellectual property of the disclosing Party, including but not limited to the disclosing Party's rights in patent, copyright, invention, discovery or improvement made, conceived or acquired prior to or after the execution of this Agreement.

13.1.5 The Shareholders agree to ensure that any specific data/information in Confidential Information which might be commercially sensitive if disclosed by, or received from, another Shareholder in relation to certain countries, is treated in the manner explained in competition law guidelines agreed amongst the Shareholders, in compliance with all competition and antitrust laws.

13.1.6 A Party may not [*].

14 TERM AND TERMINATION

14.1 Term

This Agreement shall become effective immediately on the date hereof, upon execution by or on behalf of all Parties and shall remain in full force and effect until [*].

14.2 Termination

Subject to Clause 14.3, this Agreement:

(a) can be terminated by [*];

(b) shall automatically terminate upon [*]; and

(c) shall automatically terminate with respect to [*].

14.3 **Consequences of termination**

14.3.1 If this Agreement is terminated pursuant to Clause 14.2:

(a) each Shareholder shall [*];

(b) all f[*]; and

(c) subject to Clause 14.3.2, none of the [*].

14.3.2 Termination of this Agreement shall not affect the accrued rights and obligations of the Parties at that time, nor the continued validity of the provisions of [*].

15 NO PARTNERSHIP OR AGENCY

Nothing in this Agreement shall constitute or be deemed to constitute a partnership or agency relationship between the Parties, and other than as expressly provided in this Agreement, no Party will be entitled to bind or commit the other Party.

16 INTERNAL CONTROL AND ONGOING COMMITMENTS

16.1 Each Shareholder shall procure that the Company will, and the Company confirms that it will establish, maintain and duly administer, and always act in accordance with, an internal control system comprising [*] as are necessary or advisable to ensure:

(a) compliance with [*];

(b) compliance with [*] [*]; and

(c) prevention of [*].

The Company shall perform periodic assessments to confirm and ensure adherence to the internal control system.

16.2 No employee of any Shareholder occupying any [*], shall be entitled to any [*].

17 CONFLICT WITH ARTICLES OF ASSOCIATION

If and to the extent there is a conflict between the provisions of this Agreement and the Articles of Association or the articles of association of any of the Subsidiaries, the [*] shall prevail to the fullest extent possible. The Parties shall exercise all voting rights and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further (to the extent necessary and lawful or desirable in order to secure corporate effect) procure any required amendment, waiver or suspension of the relevant provisions of the Articles of Association or the articles of association of any of the Subsidiaries to the extent necessary to permit the Company and the Subsidiaries to be administered as provided in this Agreement.

18 MISCELLANEOUS

18.1 Further assurances

Each Party shall act in accordance with the provisions of this Agreement and shall at its own cost and expense, execute such documents and do such things, or procure (as far as it is reasonably able) that another person executes such documents and does such things, as any other Party may from time to time reasonably require in order to give full effect to, and to give each Party the full benefit of, this Agreement.

18.2 Costs and expenses

Except as otherwise provided in this Agreement or any other Transaction Documents, each Party shall pay [*].

18.3 Assignment

The rights and obligations of a Party under this Agreement cannot be assigned, otherwise transferred (whether directly or indirectly) or Encumbered, without the prior written consent of the [*]. Any purported assignment, transfer or Encumbrance in breach of this Clause 18.3 shall be null and void.

18.4 **Entire Agreement**

This Agreement (together with the other Transaction Documents) represents the entire understanding, and constitutes the whole agreement, in relation to the transaction contemplated by this Agreement and replaces any prior agreement including undertakings, arrangements, offer letters, understandings or statements of any nature (whether or not in writing) between the Parties with respect thereto.

18.5 **Remedies**

Except as otherwise provided in this Agreement, each Party hereby excludes or irrevocably waives its [*] and each Party hereby excludes or irrevocably waives its rights arising out of [*].

18.6 **Waiver and variation**

18.6.1 Except as otherwise provided in this Agreement, no omission or delay on the part of any Party in exercising any right or remedy under this Agreement or by Law shall be construed as a waiver thereof or of any other right or remedy, nor shall prejudice or impair any further exercise of such or any other right or remedy. Any single or partial exercise of any right or remedy under this Agreement or by Law shall not preclude the further or any future exercise thereof or of any other right or remedy.

18.6.2 A waiver of any right or remedy under this Agreement shall only be effective if [*], and shall not be deemed a waiver of any right or remedy in respect of any [*].

18.6.3 An amendment of or supplement to this Agreement shall only be valid if it is in writing and duly signed by or on behalf of the Parties.

18.7 **No third party beneficiaries**

This Agreement is concluded for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement is intended to or implicitly confers upon any other person any right, benefit or remedy of any nature whatsoever, except to the extent explicitly stated in this Agreement. In the event that any third party stipulation contained in this Agreement is accepted by a third party, such third party will not become a party to this Agreement.

18.8 **Severability**

If any provision of this Agreement, or the application thereof to any Party or circumstance, is held to be illegal, invalid or unenforceable in whole or in part under any Law, then such provision shall to that extent be deemed not to form part of this Agreement and, to the extent reasonably possible, replaced with a legal, valid and enforceable provision that, seen in the context of this Agreement as a whole, achieves as closely as possible the intention of the Parties under this Agreement, without affecting the legality, validity and enforceability of the remainder of this Agreement.

18.9 **Notices**

18.9.1 Any communication to be made under or in connection with this Agreement, including any notice to be given by a Party to the other Party or Parties, shall be in writing and in English, and except as otherwise provided in this Agreement, may be by letter or email, provided that for information to be provided to each Shareholder [*], each Shareholder shall nominate in writing to the Company the [*]. Such [*] shall manage the information flow between its [*].

18.9.2 The (email) address and the company, department or officer, if any, for whose attention the communication is to be made of each Party for purposes of any communication under or in connection with this Agreement is that identified in this Clause 18.9.2 or any substitute (email) address or company, department or officer as a Party may notify the other Parties by not less than 5 (five) Business Days' notice.

Renault

Address: 13-15 Quai Alphonse Le Gallo,. 92100 Boulogne-Billancourt, France
Attention: [*]
Tel: [*]
Email: [*]

MMC

Address: 1-21, Shibaura 3-chome, Minato-ku, Tokyo 108-8410, Japan
Attention: [*]
Tel: [*]
Email: [*]

Nissan

Address: 1-1-1 Takashima, Nishi-ku, Yokohama, Kanagawa 220-8686, Japan
Attention: [*]
Tel: [*]
Email: [*]

Company

Address: Jachthavenweg 130, 1081KJ Amsterdam, the Netherlands
Attention: [*]
Email: [*]

With a copy to:
Address: 13-15 Quai Alphonse Le Gallo, 92100 Boulogne-Billancourt, France
Attention: [*]
Tel: [*]
Email: [*]

18.9.3 Any notice shall be delivered by hand or courier, or sent by registered post or email, and shall be deemed to have been received:

(a) in the case of delivery by hand or courier service, at the time of delivery;

(b) in the case of registered post, on the [*] Business Day following the date of posting; and

(c) in the case of email, on the date and time transmitted, as evidenced by confirmation of delivery by a delivery receipt.

18.9.4 Any notice not received on a Business Day or received after [*] on any Business Day in the place of receipt shall be deemed to be received on the following Business Day.

18.10 **Governing Law and Jurisdiction**

18.10.1 This Agreement and any obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of the Netherlands.

18.10.2 Before [*], other than for [*] measures, may be commenced or the [*] may be initiated [*] in respect of any [*] arising out of or in connection with this Agreement, the Parties shall first endeavour to [*].

18.10.3 Except as expressly otherwise provided in this Agreement and subject to [*], any [*] arising out of or in connection with this Agreement, including regarding the existence or validity of this Agreement, and any obligations arising out of or in connection with this Agreement, shall, unless [*], be [*] by [*]. Each Shareholder hereto will be bound by the [*]. The [*], including the [*], shall be confidential.

18.11 **Counterparts**

This Agreement is executed in [*].

THIS AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

Schedules, Annexes and signature page(s) to follow

Schedule 1.1.1

DEED OF AMENDMENT

Execution Copy dated 2 October 2019

Schedule 1.1.2

INVESTMENT PROPOSALS

[*]

Execution Copy dated 2 October 2019

Schedule 1.1.1

SUPPORTING MATERIALS

[*]

Execution Copy dated 2 October 2019

Schedule 2.1.1

CAPITAL STRUCTURE IMMEDIATELY FOLLOWING COMPLETION

[*]

Execution Copy dated 2 October 2019

Schedule 2.1.2(a)

DEED OF ISSUANCE

Execution Copy dated 2 October 2019

Schedule 3.2(a)

WRITTEN SHAREHOLDERS' RESOLUTION

Execution Copy dated 2 October 2019

Schedule 4.2.1(a)

INVESTMENT POLICY STATEMENT

[*]

Execution Copy dated 2 October 2019

Schedule 5

RESERVED MATTERS

[*]

Execution Copy dated 2 October 2019

Schedule 10.1.1

SHARE PREMIUM CONTRIBUTION AGREEMENT

Execution Copy dated 2 October 2019

Schedule 11.3.1

DEED OF ADHERENCE

[*]

Execution Copy dated 2 October 2019

Schedule 12.3.1

INDEPENDENT EXPERT

[*]

Execution Copy dated 2 October 2019

Exhibit 99.3

LOYENS & LOEFF

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [*], HAS BEEN OMITTED BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO ALLIANCE VENTURES B.V., RENAULT S.A.S., MITSUBISHI MOTORS CORPORATION AND NISSAN MOTOR CO., LTD. IF PUBLICLY DISCLOSED.

SIDE LETTER RE WERIDE INVESTMENT

Between

RENAULT S.A.S.

MITSUBISHI MOTORS CORPORATION

NISSAN MOTOR CO., LTD.

And

ALLIANCE VENTURES B.V.

Relating to

the investment in the contemplated issuance of Series C-1 shares in WeRide Inc. through Alliance Ventures B.V.

Dated as of 19 May 2021

THIS SIDE LETTER (the **Side Letter**) is dated 19 May 2021 and made between:

(1) **Renault s.a.s.**, a simplified joint stock company (*société par actions simplifiée*) organized and existing under the laws of the Republic of France, with its registered office at 13-15 Quai Alphonse Le Gallo, 92100 Boulogne-Billancourt, France, registered under number 780 129 987 in the Registry of Commerce and Companies of Nanterre, France (**Renault**);

(2) **Mitsubishi Motors Corporation**, a company organized and existing under the laws of Japan, having its registered office at 1-21, Shibaura 3-chome, Minato-ku, Tokyo 108-8410, Japan, registered with the trade register of Tokyo, Japan (*Legal Affairs Bureau Tokyo, Japan*) under number 0104-01-029044 (**MMC**);

(3) **Nissan Motor Co., Ltd.**, a company organized and existing under the laws of Japan, having its registered office at No. 2 Takaro-cho, Kanagawa-ku Yokohama-shi, Kanagawa 220-8623, Japan, registered with the trade register of Yokohama, Japan (*Legal Affairs Bureau Yokohama, Japan*) under number 0200-01-031109 (**Nissan**); and

(4) **Alliance Ventures B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law, having its official seat in Amsterdam, the Netherlands, and its registered office address at Boeingavenue 275, 1119PD, Schiphol-Rijk, the Netherlands, registered with the Dutch trade register under number 70350426 (the **Company**);

Parties (1) through (3) are also jointly referred to as the **Shareholders** and individually as a **Shareholder**;

Parties (1) through (4) are also jointly referred to as the **Parties** and individually as a **Party**;

WHEREAS:

(A) the Parties to this Side Letter are a party to the joint venture agreement dated 27 February 2018 as amended and restated by the amended and restated joint venture agreement dated 2 October 2019 (the **Joint Venture Agreement**). Capitalised terms used but not defined in this Side Letter shall have the meaning given thereto in the Joint Venture Agreement;

(B) Nissan has expressed its interest in participating in the contemplated issuance of Series C-1 shares in WeRide Inc. (**WeRide**). WeRide is a Chinese autonomous vehicle start-up that owns advanced level 4 autonomous driving technology. The main reasons for Nissan to participate in the contemplated issuance of Series C-1 shares in WeRide are (i) that WeRide is a unique option to access level 4 autonomous driving technology in China, since WeRide owns competitive level 4 technology and talented engineers, (ii) that WeRide's CEO promised to make their technology and safety logic open for Nissan to validate it, and (iii) that Nissan, WeRide and an additional partner are contemplating to enter into a joint Robotaxi proof of concept at Suzhou Smart City. Nissan intends to invest USD [*] in the contemplated issuance of Series C-1 shares in WeRide (the **Contemplated Investment**);

(C) the Company currently owns Series A shares in WeRide, on the basis of which the Company's fully diluted ownership is [*]% (including the [*]% of the 2nd tranche of Series A warrants that have a vesting condition on new milestones to be defined), prior to the issuance of Series C-1 shares in WeRide (the **Current Investment**). Without an additional investment in the contemplated issuance of Series C-1 shares in WeRide, the Company's ownership (on a fully diluted basis) would decrease to [*]% after the issuance of Series C-1 shares. In case the Contemplated Investment would be held through the Company, the Company's ownership would be [*]% (on a fully diluted basis). This would reinforce the Company's commitment towards WeRide, consolidate the position in WeRide and protect the Company's current board seat in WeRide;

(D) Renault and MMC indicated that they are not interested to invest in the contemplated issuance of Series C-1 shares in WeRide, but acknowledged that the Contemplated Investment will be held through the Company to strengthen its position vis-à-vis WeRide, whereby the sole risk and benefit in relation to the Contemplated Investment shall be for the account of Nissan;

(E) the Parties confirmed and agreed that only Nissan will make the Contemplated Investment through the Company, and as a consideration for such Contemplated Investment, Nissan will enjoy any and all rights and benefits, directly or indirectly arising from the Contemplated Investment, subject to the provisions of this Side Letter;

(F) on 19 May 2021, the Company approved the Contemplated Investment;

(G) the Shareholders wish to enter into this Side Letter to record each of their rights and obligations in respect of the Contemplated Investment through the Company; and

(H) the Company is a party to this Side Letter in order to express its agreement to the contents and to accept its obligations under this Side Letter.

IT IS AGREED as follows:

1 UNDERTAKINGS IN RELATION TO THE CONTEMPLATED INVESTMENT THROUGH THE COMPANY

1.1 Share premium contribution by Nissan and use of such contribution by the Company

1.1.1 The Shareholders acknowledge and agree that Nissan shall contribute USD [*] to the capital of the Company by way of a share premium contribution (*agiostorting*) (the **Contribution**). For this purpose, the Parties shall enter into a share premium contribution agreement along the lines of the format as attached to the Joint Venture Agreement as Schedule 10.1.1.

1.1.2 The Company shall use the full amount of the Contribution to invest in the contemplated issuance of Series C-1 shares in WeRide (the **Series C-1 Investment**). Upon receipt of the Contribution from Nissan, the Company shall invest without delay, as soon as practicable, the full amount of the Contribution in WeRide for the purchase of Series C-1 shares.

1.1.3 The sole risk and benefit in relation to the Series C-1 Investment shall be for the account of Nissan. For the sake of clarity, upon an exit, disposal, transfer or sale, in whole or in part, of the Series C-1 Investment upon Nissan's direction in accordance with Clause 1.2.2, the full proceeds of such exit, disposal, transfer or sale of the Series C-1 Investment, irrespective of whether such proceeds are higher or lower than the Contribution (for the avoidance of doubt, the initial investment in the amount of the Contribution shall be taken into account in the proceeds), *minus* any transaction costs related thereto such as tax costs, general expenses and adviser or expert fees, including but not limited to bank charges and counsel fees, agreed to between the Parties, shall be reimbursed by the Company to Nissan and shall be transferred by the Company to Nissan as soon as practicable after such request, to the bank account specified by Nissan in such request.

1.2 Conduct in respect of the Series C-1 Investment

1.2.1 Subject to the fulfilment of the Condition Precedent included in Clause 1.4.1 below, the Parties acknowledge and agree that the Series C-1 Investment shall be solely for the benefit and risk of Nissan (including but not limited to financial benefits and risks) and that the Company shall not exercise any and all rights as shareholder of WeRide that arise from the Series C-1 investment without Nissan's prior written approval, which approval shall not be unreasonably withheld.

1.2.2 Subject to the provisions of this Side Letter, Nissan is entitled, at its sole discretion and independently from the Company's and/or the Shareholders' direction in respect of the Series A shares in WeRide, to exercise any shareholder's rights on the Series C-1 Investment and to determine any matters in relation to the ownership or the title of the shares in connection with the Series C-1 Investment, including but not limited to the disposal, transfer, sell, assignment, grant of security or waive of any rights in whole or in part of its Series C-1 shares. The Company shall abide by Nissan's direction with respect to shareholder's rights in connection with Series C-1 Investment, even if such Nissan's direction differs from the Company's direction with respect to Series A shares, unless such action by the Company violates applicable law, including but not limited to such action not being in the corporate interest of the Company as set out in Clause 2:239, paragraph 4, of the Dutch Civil Code, to the extent applicable. The Shareholders and the Company commit to allocate all of the risk and benefit of the Series C-1 Investment to Nissan, and to distribute, in accordance with the proceedings set out in Clause 9 (*Dividends*) of the Joint Venture Agreement, article 21 (*Profits and Distributions*) of the Articles of Association and all other provisions in relation to the exercising shareholder's rights included therein, the proceeds in relation to the Series C-1 Investment to Nissan.

1.2.3 Further, the Parties acknowledge and agree that Nissan shall have the exclusive right to submit a proposal in respect of the person who serves as the board member in WeRide on behalf of the Company (the **Board Member**), for as long as the Company is entitled to a board seat in WeRide, and provided further that (i) the proposed Board Member is capable of duly representing the interests of the Company and all the Shareholders in WeRide and (ii) the proposal in respect of the Board Member is in accordance with the provisions of the Joint Venture Agreement and the Investment Policy Statement. Subject to this Clause 1.2.3, the Company hereby commits to take the relevant Management Board and, as the case may be, Supervisory Board resolutions in order to implement the proposal in respect of the Board Member.

1.2.4 To the extent permitted by the relevant agreements entered (or to be entered) into between the Company and WeRide, the Board Member will disclose and provide board materials and key board information (including confidential information) in relation to WeRide to the Company, especially for the Company to be able to conduct its duty as regards the Company's investments in WeRide (both the Current Investment and the Series C-1 Investment).

1.3 No effect on the shareholdings of the Shareholders

The Contribution included in Clause 1.1 above shall not have any effect on the shareholdings of the Shareholders, nor on each individual Shareholder's entitlement to dividends other than the fact that Nissan shall solely be entitled to any proceeds in relation to the Series C-1 Investment (as set out in Clause 1.2 above).

1.4 Condition Precedent

1.4.1 The entry into force of Side Letter shall be subject to the following condition precedent (*opschortende voorwaarde*) (the **Condition Precedent**):

(a) the Contribution by Nissan in cash in exchange for the issuance to the Company of the Series C-1 shares through the Series C-1 Investment.

1.4.2 Nissan and the Company shall use their best efforts and co-operate in good faith to ensure that the Condition Precedent is satisfied as soon as reasonably possible. If the Condition Precedent is not satisfied by 31 May 2021 or if it becomes clear that the Condition Precedent is incapable of satisfaction, the Parties hereby mutually agree that each Party may, by notice to the other Parties, rescind (*ontbinden*) this Side Letter with immediate effect. The Party so terminating this Side Letter will not incur any liability as a result thereof. Notwithstanding the recission of this Side Letter, to the extent that the Contribution has been made by Nissan, the Parties commit to cancel the Contribution and the Parties shall procure that the Company shall repay the amount to Nissan.

2 CONTINUITY

2.1 Continuing obligations

2.1.1 The provisions of the Joint Venture Agreement shall, save as supplemented by this Side Letter, continue in full force and effect.

2.1.2 The rights and obligations under the Joint Venture Agreement are not terminated, novated or waived, unless as explicitly otherwise contemplated in this Side Letter.

2.1.3 In the event of any inconsistency between the terms of this Side Letter and the Joint Venture Agreement, the terms of the Side Letter shall prevail.

3 MISCELLANEOUS

3.1 Incorporation of terms

Clauses 1.2 (*Interpretation*), 13 (*Confidentiality*), 15 (*No Partnership or Agency*), 17 (*Conflict with Articles of Association*), 18.1 (*Further assurances*), 18.2 (*Costs and expenses*), 18.3 (*Assignment*), 18.4 (*Entire Agreement*), 18.5 (*Remedies*), 18.6 (*Waiver and variation*), 18.7 (*No third party beneficiaries*), 18.8 (*Severability*) and 18.9 (*Notices*) of the Joint Venture Agreement shall be incorporated into this Side Letter (with such conforming changes as the context requires) as if set out in full in this Side Letter but so that each reference in those clauses to 'this Agreement' shall be read as a reference to 'this Side Letter'.

3.2 Governing Law and Jurisdiction

3.2.1 This Side Letter and any obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of the Netherlands.

3.2.2 Before arbitration proceedings, other than for urgent interim or protective measures, may be commenced or the Independent Expert procedure may be initiated under Clause 12.3 of the Joint Venture Agreement in respect of any disputes arising out of or in connection with this Side Letter, the Parties shall first endeavour to resolve such dispute in accordance with Clause 6 of the Joint Venture Agreement.

3.2.3 Except as expressly otherwise provided in this Side Letter and subject to Clause 3.2.2, any disputes arising out of or in connection with this Side Letter, including regarding the existence or validity of this Side Letter, and any obligations arising out of or in connection with this Side Letter, shall, unless settled on an amicable and unanimous basis as described in Clause 6 of the Joint Venture Agreement, be finally settled by arbitration in The Hague in the English language under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Each Shareholder hereto will be bound by the arbitration award rendered. The arbitration proceedings, including the arbitration award rendered, shall be confidential.

3.3 Counterparts

This Side Letter may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Side Letter.

This SIDE LETTER has been entered into on the date stated at the beginning of this Side Letter.

SIGNATURE PAGE

Signed for and on behalf of Renault

/s/ Luca de Meo

Name: Luca de Meo
Title: Chairman of the Board

Signed by and on behalf of MMC

/s/ Takao Kato

Name: Takao Kato
Title: President & CEO

Signed by and on behalf of Nissan

/s/ Makoto Uchida

Name: Makoto Uchida
Title: Chief Executive Officer

Signed by and on behalf of the Company

/s/ Veronique Sarlat Depotte

Name: Veronique Sarlat-Depotte
Title: Chairman

Exhibit 99.4

LOYENS & LOEFF

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [*], HAS BEEN OMITTED BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO ALLIANCE VENTURES B.V., RENAULT S.A.S., MITSUBISHI MOTORS CORPORATION AND NISSAN MOTOR CO., LTD. IF PUBLICLY DISCLOSED.

INVESTMENT AGREEMENT RE WERIDE INVESTMENT

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between

RENAULT S.A.S.

MITSUBISHI MOTORS CORPORATION

NISSAN MOTOR CO., LTD.

and

ALLIANCE VENTURES B.V.

relating to

the contemplated investments in WeRide Inc. through
Alliance Ventures B.V.

dated as of 19 July 2024

THIS INVESTMENT AGREEMENT (the **Agreement**) is dated 19 July 2024 and made between:

(1) **Renault s.a.s.**, a company (*société par actions simplifiée*) under the laws of France, having its registered office address at 122 Avenue du Général Leclerc, 92100 Boulogne-Billancourt, France, registered with the trade register of Nanterre, France (*Registre du Commerce et des Sociétés of Nanterre*) under number 780 129 987 (**Renault**);

(2) **Mitsubishi Motors Corporation**, a company organized and existing under the laws of Japan, having its registered office at 1-21, Shibaura 3-chome, Minato-ku, Tokyo 108-8410, Japan, registered with the trade register of Tokyo, Japan (*Legal Affairs Bureau Tokyo, Japan*) under number 0104-01-029044 (**MMC**);

(3) **Nissan Motor Co., Ltd.**, a company organized and existing under the laws of Japan, having its registered office at No. 2 Takaro-cho, Kanagawa-ku Yokohama-shi, Kanagawa 220-8623, Japan, registered with the trade register of Yokohama, Japan (*Legal Affairs Bureau Yokohama, Japan*) under number 0200-01-031109 (**Nissan**); and

(4) **Alliance Ventures B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under Dutch law, having its official seat in Amsterdam, the Netherlands, and its registered office address at Boeingavenue 275, 1119 PD, Schiphol-Rijk, the Netherlands, registered with the Dutch trade register under number 70350426 (**Company**);

Parties (1) through (3) are also jointly referred to as the **Shareholders** or the **Alliance** and individually as a **Shareholder**;

Parties (1) through (4) are also jointly referred to as the **Parties** and individually as a **Party**;

WHEREAS:

(A) the Parties to this Agreement are a party to the joint venture agreement dated 27 February 2018 as amended and restated by the amended and restated joint venture agreement dated 2 October 2019 (the **Joint Venture Agreement**). Capitalised terms used but not defined in this Agreement shall have the meaning given thereto in the Joint Venture Agreement;

(B) the Parties to this Agreement are further party to a side letter dated 19 May 2021, regarding the investment of the Company in the Series C-1 shares in WeRide (**2021 Side Letter**);

(C) Renault and Nissan have expressed their interest in:

(a) the acquisition of ordinary shares in WeRide Inc., a company organized under the laws of the Cayman Islands (**WeRide**) from [*], being restricted securities within the meaning of Rule 144 under the U.S. Securities Act of 1933, as amended and interpreted from time to time (**Securities Act**) (**RSU Transaction**); and

(b) the subscription to Class A ordinary shares in WeRide (**Class A Ordinary Shares**) to be issued through a private placement which is exempted from registration pursuant to Regulation S of the Securities Act and will be completed concurrently with the closing of WeRide's envisaged initial public offering of American Depositary Shares (**ADS**) representing Class A Ordinary Shares (**IPO**), at a price per share equal to the price per ADS set forth on the cover of WeRide's final prospectus in connection with the IPO divided by the number of the Class A Ordinary Shares represented by one ADS (**Concurrent Private Placement Transaction**).

WeRide is a Chinese autonomous vehicle start-up that owns advanced level 4 autonomous driving technology. Each of Renault and Nissan values WeRide highly in terms of its (i) Technological Leadership and Innovation: WeRide is at the forefront of autonomous driving technology; (ii) Market Expansion and Synergy: each of Renault and Nissan can tap into expanding the market with WeRide together in each of its core markets; (iii) Sustainability and Future Mobility: Autonomous driving is a key component of the future of mobility, which includes sustainable and efficient transportation solutions. In light of these competencies of WeRide, each of Renault and Nissan independently made its own investment decision for its own strategies. Renault wishes to make an additional investment in WeRide of in the aggregate USD [*] via the Company (the **Renault Investment**), through the RSU Transaction and the Concurrent Private Placement Transaction. Nissan wishes to make an additional investment in WeRide of in the aggregate USD [*] via the Company (the **Nissan Investment**), through the RSU Transaction and the Concurrent Private Placement Transaction;

(D) the Company currently owns [*] Series A shares (**Company's WeRide Shares**) and [*] Series C-1 shares (**Nissan's Current Shares**) in WeRide, on the basis of which the Company's fully diluted ownership is [*]% (including the [*] Series A shares obtained pursuant to the exercise of 2nd tranche of Series A warrants);

(E) MMC indicated that it is not interested in the RSU Transaction or Concurrent Private Placement Transaction, but acknowledged that the Renault Investment and the Nissan Investment will be held through the Company, whereby the sole risk and benefit in relation to the Renault Investment and the Nissan Investment shall be for the account of Renault and Nissan, respectively;

(F) the Parties confirmed and agreed that only Renault and Nissan will make the Renault Investment and the Nissan Investment, respectively, through the Company, and as a consideration Renault and Nissan will enjoy any and all rights and benefits, directly or indirectly arising from the Renault Investment and the Nissan Investment, respectively, subject to the provisions of this Agreement;

(G) the Company shall use the Renault Investment to:

(a) acquire [*] ordinary shares in WeRide, for a purchase price of USD [*] per ordinary share, through the RSU Transaction for a total amount of USD [*] (**Renault RSU Participation**; the ordinary shares in WeRide acquired pursuant to the Renault RSU Participation shall be referred to as the **Renault RSU Shares**); and

(b) subscribe to the Class A Ordinary Shares to be issued through the Concurrent Private Placement Transaction for a total amount of USD [*] (**Renault IPO Participation** and jointly with the Renault RSU Participation: **Renault WeRide Participation**; the Class A Ordinary Shares acquired pursuant to the Renault IPO Participation shall be referred to as the **Renault IPO Shares**),

which Renault WeRide Participation shall be held by the Company for the risk and benefit of Renault;

(H) the Company shall use the Nissan Investment to:

(a) acquire [*] ordinary shares in WeRide, for a purchase price of USD [*] per ordinary share, through the RSU Transaction for a total amount of USD [*] (**Nissan RSU Participation**; the ordinary shares in WeRide acquired pursuant to the Nissan RSU Participation shall be referred to as the **Nissan RSU Shares**); and

(b) subscribe to the Class A Ordinary Shares to be issued through the Concurrent Private Placement Transaction for a total amount of USD [*] (**Nissan IPO Participation** and jointly with the Nissan RSU Participation: **Nissan WeRide Participation**; the Class A Ordinary Shares acquired pursuant to the Nissan IPO Participation shall be referred to as the **Nissan IPO Shares**),

which Nissan WeRide Participation shall be held by the Company for the risk and benefit of Nissan;

(I) upon the IPO, the Company's WeRide Shares and Nissan's Current Shares shall be converted from Series A shares and Series C-1 shares, respectively, into Class A Ordinary Shares; the Company shall create three separate brokerage accounts on which it shall hold and administer the Class A Ordinary Shares after the IPO, (i) a brokerage account on which it shall hold and administer the (converted) Company's WeRide Shares (**Brokerage Account AVBV**), (ii) a brokerage account on which it shall hold and administer the Renault RSU Shares and the Renault IPO Shares (**Brokerage Account Renault**) and (iii) a brokerage account on which it shall hold and administer the Nissan RSU Shares, the Nissan IPO Shares and the (converted) Nissan's Current Shares (**Brokerage Account Nissan**);

(J) on 19 July 2024, the Company approved the Renault Investment and the Nissan Investment;

(K) the Shareholders wish to enter into this Agreement to record each of their rights and obligations in respect of the Renault Investment and the Nissan Investment through the Company; and

(L) the Company is a party to this Agreement in order to express its agreement to the contents and to accept its obligations under this Agreement.

IT IS AGREED as follows:

1 UNDERTAKINGS IN RELATION TO THE RENAULT INVESTMENT THROUGH THE COMPANY

1.1 Share premium contribution by Renault and use of such contribution by the Company

1.1.1 The Shareholders acknowledge and agree that Renault shall contribute:

(a) an amount of USD [*] to the capital of the Company for the purpose of the Renault RSU Participation (**Renault RSU Contribution**); and

(b) an amount of USD [*] to the capital of the Company for the purpose of the Renault IPO Participation (**Renault IPO Contribution**, jointly with the Renault RSU Contribution: **Renault Contribution**),

both by way of a share premium contribution (*agiostorting*). For this purpose, the Parties shall enter into a share premium contribution agreement along the lines of the format as attached hereto as *Annex* (**Share Premium Contribution Agreement**).

1.1.2 The Company shall use the full amount of the Renault RSU Contribution for the Renault RSU Participation. The Company shall use the full amount of the Renault IPO Contribution for the Renault IPO Participation.

1.1.3 Renault must effect payment of the the Renault RSU Contribution and the Renault IPO Contribution by wire transfer of the amount thereof to the bank account of the Company. The Renault RSU Contribution and the Renault IPO Contribution must be transferred by Renault to the Company by August 12th, 2024 at the latest.

1.1.4 After the IPO, the Company shall create the Brokerage Account Renault on which it shall hold and administer the Renault RSU Shares and the Renault IPO Shares.

1.1.5 The sole risk and benefit in relation to the Renault WeRide Participation shall be for the account of Renault. For the sake of clarity, upon an exit, disposal, transfer or sale, in whole or in part, of the Renault WeRide Participation upon Renault's direction in accordance with Clause 1.2.2, the full proceeds of such exit, disposal, transfer or sale of the Renault WeRide Participation, irrespective of whether such proceeds are higher or lower than the Renault Contribution (for the avoidance of doubt, the initial investment in the amount of the Renault Contribution shall be taken into account in the proceeds), *minus* any transaction costs related thereto such as tax costs and bank charges, shall be transferred by the Company to Renault as soon as practicable after such exit, disposal, transfer or sale, in accordance with Clause 1.2.3.

1.2 Conduct in respect of the Renault WeRide Participation

1.2.1 The Parties acknowledge and agree that the Renault WeRide Participation shall be solely for the benefit and risk of Renault (including but not limited to financial benefits and risks) and that the Company shall not exercise any and all rights as shareholder of WeRide that arise from the Renault WeRide Participation without Renault's prior written approval, which approval shall not be unreasonably withheld.

1.2.2 Subject to the provisions of this Agreement, Renault is entitled, at its sole discretion and independently from (i) the Company's and/or the Shareholders' direction in respect of the Company's WeRide Shares and (ii) Nissan's direction in respect of Nissan's Current Shares and the Nissan WeRide Participation, to exercise any shareholder's rights on the Renault WeRide Participation and to determine any matters in relation to the ownership or the title of the shares in connection with the Renault WeRide Participation, including but not limited to the disposal, transfer, sale, assignment, grant of security or waiver of any rights in whole or in part of the Renault RSU Shares and the Renault IPO Shares. The Company shall abide by Renault's direction with respect to shareholder's rights in connection with the Renault WeRide Participation, even if Renault's direction differs from the Company's direction with respect to the Company's WeRide Shares and Nissan's direction in respect of Nissan's Current Shares and the Nissan WeRide Participation, unless such action by the Company violates applicable law, including but not limited to such action not being in the corporate interest of the Company as set out in Section 2:239, paragraph 4, of the Dutch Civil Code, to the extent applicable.

1.2.3 The Shareholders and the Company commit to allocate all of the risk and benefit of the Renault WeRide Participation to Renault, and to repay or distribute, in accordance with the proceedings set out in clause 9 (*Dividends*) of the Joint Venture Agreement, article 21 (*Profits and Distributions*) of the Articles of Association and all other provisions in relation to the exercising shareholder's rights included therein, the proceeds in relation to the Renault WeRide Participation to Renault.

1.2.4 All the (transaction) costs related to the Renault WeRide Participation that are incurred by the Company, such as general expenses and adviser or expert fees and counsel fees, shall be for the account of Renault and shall be reimbursed by Renault to the Company through the subsequent cash call by the Company for the OPEX budget, even if the the Condition Precedent (as defined in Clause 4.1.1) has not been satisfied and/or the Condition Subsequent (as defined in Clause 4.2.1) has been satisfied.

2 UNDERTAKINGS IN RELATION TO THE NISSAN INVESTMENT THROUGH THE COMPANY

2.1 Share premium contribution by Nissan and use of such contribution by the Company

2.1.1 The Shareholders acknowledge and agree that Nissan shall contribute:

(a) an amount of USD [*] to the capital of the Company for the purpose of the Nissan RSU Participation (the **Nissan RSU Contribution**); and

(a) an amount of USD [*] to the capital of the Company for the purpose of the Nissan IPO Participation (the **Nissan IPO Contribution**, jointly with the Nissan RSU Contribution: **Nissan Contribution**),

both by way of a share premium contribution. For this purpose, the Parties shall enter into the Share Premium Contribution Agreement.

2.1.2 The Company shall use the full amount of the Nissan RSU Contribution for the Nissan RSU Participation. The Company shall use the full amount of the Nissan IPO Contribution for the Nissan IPO Participation.

2.1.3 Nissan must effect payment of the Nissan RSU Contribution and the Nissan IPO Contribution by wire transfer of the amount thereof to the bank account of the Company. The Nissan RSU Contribution and the Nissan IPO Contribution must be transferred by Nissan to the Company by August 12th, 2024 at the latest.

2.1.4 After the IPO, the Company shall create the Brokerage Account Nissan on which it shall hold and administer the (converted) Nissan's Current Shares, the Nissan RSU Shares and the Nissan IPO Shares.

2.1.5 The sole risk and benefit in relation to the Nissan WeRide Participation shall be for the account of Nissan. For the sake of clarity, upon an exit, disposal, transfer or sale, in whole or in part, of the Nissan WeRide Participation upon Nissan's direction in accordance with Clause 2.2.2, the full proceeds of such exit, disposal, transfer or sale of the Nissan WeRide Participation, irrespective of whether such proceeds are higher or lower than the Nissan Contribution (for the avoidance of doubt, the initial investment in the amount of the Nissan Contribution shall be taken into account in the proceeds), *minus* any transaction costs related thereto such as tax costs and bank charges, shall be transferred by the Company to Nissan as soon as practicable after such exit, disposal, transfer or sale, in accordance with Clause 2.2.3.

2.2 Conduct in respect of the Nissan WeRide Participation

2.2.1 The Parties acknowledge and agree that the Nissan WeRide Participation shall be solely for the benefit and risk of Nissan (including but not limited to financial benefits and risks) and that the Company shall not exercise any and all rights as shareholder of WeRide that arise from the Nissan WeRide Participation without Nissan's prior written approval, which approval shall not be unreasonably withheld.

2.2.2 Subject to the provisions of this Agreement, Nissan is entitled, at its sole discretion and independently from (i) the Company's and/or the Shareholders' direction in respect of the Company's WeRide Shares and (ii) Renault's direction in respect of the Renault WeRide Participation, to exercise any shareholder's rights on the Nissan WeRide Participation and to determine any matters in relation to the ownership or the title of the shares in connection with the Nissan WeRide Participation, including but not limited to the disposal, transfer, sale, assignment, grant of security or waiver of any rights in whole or in part of the Nissan RSU Shares and the Nissan IPO Shares. The Company shall abide by Nissan's direction with respect to shareholder's rights in connection with the Nissan WeRide Participation, even if Nissan's direction differs from the Company's direction with respect to the Company's WeRide Shares (and Renault's direction in respect of the Renault WeRide Participation), unless such action by the Company violates applicable law, including but not limited to such action not being in the corporate interest of the Company as set out in Section 2:239, paragraph 4, of the Dutch Civil Code, to the extent applicable.

2.2.3 The Shareholders and the Company commit to allocate all of the risk and benefit of the Nissan WeRide Participation to Nissan, and to repay or distribute, in accordance with the proceedings set out in clause 9 (*Dividends*) of the Joint Venture Agreement, article 21 (*Profits and Distributions*) of the Articles of Association and all other provisions in relation to the exercising shareholder's rights included therein, the proceeds in relation to the Nissan WeRide Participation to Nissan.

2.2.4 All the (transaction) costs related to the Nissan WeRide Participation that are incurred by the Company, such as general expenses and adviser or expert fees and counsel fees, shall be for the account of Nissan and shall be reimbursed by Nissan to the Company through the subsequent cash call by the Company for the OPEX budget, even if the the Condition Precedent (as defined in Clause 4.1.1) has not been satisfied and/or the Condition Subsequent (as defined in Clause 4.2.1) has been satisfied.

3 WERIDE BOARD MEMBERS AND EFFECT ON SHAREHOLDINGS

3.1 WeRide Board Members

3.1.1 The Parties acknowledge and agree that, for as long as the Company has the right to nominate two persons to serve as board member in WeRide on behalf of the Company (**Board Members** and each a **Board Member**) pursuant to the nominating and support agreement (to be) entered into between WeRide, the founders of WeRide and the Company (**Nominating Agreement**):

(a) Renault shall have the exclusive right to submit a proposal in respect of one of the persons who serves as a Board Member; and

(b) Nissan shall have the exclusive right to submit a proposal in respect of one of the persons who serves as a Board Member,

provided that (i) the proposed Board Member is capable of duly representing the interests of the Company and all the Shareholders in WeRide and (ii) the proposal in respect of the Board Member is in accordance with the provisions of the Joint Venture Agreement and the Investment Policy Statement.

3.1.2 In accordance with the Nominating Agreement, immediately after the effectuation of the Concurrent Private Placement Transaction, the Company will have the right to nominate two persons to serve as Board Members. If the Company sells shares in WeRide equal to between one percent (1%) and two precent (2%) of the then current fully diluted share capital of WeRide, the Company will have the right to only nominate one person to serve as Board Member. The Company will lose the right to nominate persons to serve as Board Member completely, if the Company sells shares in WeRide equal to two percent (2%) or more of the then current fully diluted share capital of WeRide.

3.1.3 The Parties acknowledge and agree that, if and for as long as the Company has the right to nominate only one person to serve as Board Member pursuant to the Nominating Agreement, the exclusive right to submit a proposal in respect of the person who serves as the Board Member shall be vested in either Renault or Nissan, depending on for (the risk and benefit of) which of them the Company holds the highest number of shares in WeRide provided that (i) the proposed Board Member is capable of duly representing the interests of the Company and all the Shareholders in WeRide and (ii) the proposal in respect of the Board Member is in accordance with the provisions of the Joint Venture Agreement and the Investment Policy Statement.

3.1.4 For the purpose of determination for (the risk and benefit of) which of Renault and Nissan the Company holds the highest number of shares in WeRide, respectively, as referred to in Clause 3.1.3:

(a) the Renault RSU Shares, the Renault IPO Shares, and any equity securities in WeRide exchanged therefore, or converted, derived or accrued therefrom, each at such stage held and administered by the Company on the Brokerage Account Renault, shall count toward the number of shares in WeRide held by the Company for (the risk and benefit of) Renault, and

(b) the Nissan RSU Shares, the Nissan IPO Shares, the (converted) Nissan's Current Shares, and any equity securities in WeRide exchanged therefore, or converted, derived or accrued therefrom, each at such stage held and administered by the Company on the Brokerage Account Nissan, shall count toward the number of shares in WeRide held by the Company for (the risk and benefit of) Nissan.

3.1.5 Subject to this Clauses 3.1.1 and 3.1.2, the Company hereby commits to take the relevant Management Board and, as the case may be, Supervisory Board resolutions in order to implement the proposal of Renault and/or Nissan in respect of the Board Member(s).

3.1.6 In case of any joint discussion among the Parties on the sale of any of the (converted) Company's WeRide Shares, resulting therein that the Company no longer has the right to nominate two persons to serve as Board Member but only has the right to nominate one Board Member pursuant to the Nominating Agreement, Renault may, as it seems necessary, bring up a discussion on the governance related to the allocation of the right of submit proposal in respect of the person who serves as such Board Member.

3.1.7 The Parties agree that for the period that Nissan and/or Renault has the right to submit a proposal in respect of the person(s) who serve(s) as the Board Member(s) pursuant to Clause 3.1.1 or 3.1.2, Nissan's right to submit a proposal in respect of the person who serves as the board member in WeRide on behalf of the Company pursuant to clause 1.2.3 the 2021 Side Letter is suspended.

3.1.8 To the extent permitted by the relevant agreements entered (or to be entered) into between the Company and WeRide, the Board Member(s) will disclose and provide board materials and key board information (including confidential information) in relation to WeRide to the Company, especially for the Company to be able to conduct its duty as regards the Company's investments in WeRide (being the Current Investment, the Renault WeRide Participation and the Nissan WeRide Participation).

3.2 No effect on the shareholdings of the Shareholders

The Renault Contribution and the Nissan Contribution shall not have any effect on the shareholdings of the Shareholders, nor on each individual Shareholder's entitlement to repayments and distributions other than the fact that Renault and Nissan shall solely be entitled to any proceeds in relation to the Renault WeRide Participation and the Nissan WeRide Participation, respectively (as set out in Clauses 1 and 2 above).

4 CONDITIONS

4.1 Condition precedent

4.1.1 The Renault RSU Contribution and the Nissan RSU Contribution are subject to the condition precedent (*opschortende voorwaarde*) that the Renault RSU Participation and the Nissan RSU Participation, respectively, are completed on or before July 29th, 2024 (the **Condition Precedent**).

4.2 Condition subsequent

4.2.1 The Renault IPO Participation, the Renault IPO Contribution, the Nissan IPO Participation and the Nissan IPO Contribution are subject to the condition subsequent (*ontbindende voorwaarde*) that the IPO does not take place prior to September 30th, 2024 (the **Condition Subsequent**).

4.2.2 If it becomes clear that the Condition Subsequent is satisfied, the Company shall:

(a) repay the amount of the Renault IPO Contribution to Renault to the extent that the Renault IPO Contribution has been made by Renault; and

(b) repay the amount of the Nissan IPO Contribution to Nissan to the extent that the Nissan IPO Contribution has been made by Nissan,

such in accordance with the Share Premium Contribution Agreement.

5 CONTINUITY

5.1 Continuing obligations

5.1.1 The provisions of the Joint Venture Agreement and the 2021 Side Letter shall, save as supplemented by this Agreement, continue in full force and effect.

5.1.2 The rights and obligations under the Joint Venture Agreement and the 2021 Side Letter are not terminated, novated or waived, unless as explicitly otherwise contemplated in this Agreement.

5.1.3 In the event of any inconsistency between the terms of this Agreement and the Joint Venture Agreement, the terms of the Agreement shall prevail.

5.1.4 In the event of any inconsistency between the terms of this Agreement and the 2021 Side Letter, the terms of the Agreement shall prevail.

6 MISCELLANEOUS

6.1 Incorporation of terms

Clauses 1.2 (*Interpretation*), 13 (*Confidentiality*), 15 (*No Partnership or Agency*), 17 (*Conflict with Articles of Association*), 18.1 (*Further assurances*), 18.2 (*Costs and expenses*), 18.3 (*Assignment*), 18.4 (*Entire Agreement*), 18.5 (*Remedies*), 18.6 (*Waiver and variation*), 18.7 (*No third party beneficiaries*), 18.8 (*Severability*) and 18.9 (*Notices*) of the Joint Venture Agreement shall be incorporated into this Agreement (with such conforming changes as the context requires) as if set out in full in this Agreement.

6.2 Governing Law and Jurisdiction

6.2.1 This Agreement and any obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of the Netherlands.

6.2.2 Before arbitration proceedings, other than for urgent interim or protective measures, may be commenced or the Independent Expert procedure may be initiated under clause 12.3 of the Joint Venture Agreement in respect of any disputes arising out of or in connection with this Agreement, the Parties shall first endeavour to resolve such dispute in accordance with clause 6 of the Joint Venture Agreement.

6.2.3 Except as expressly otherwise provided in this Agreement and subject to Clause 6.2.2, any disputes arising out of or in connection with this Agreement, including regarding the existence or validity of this Agreement, and any obligations arising out of or in connection with this Agreement, shall, unless settled on an amicable and unanimous basis as described in clause 6 of the Joint Venture Agreement, be finally settled by arbitration in The Hague in the English language under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Each Shareholder hereto will be bound by the arbitration award rendered. The arbitration proceedings, including the arbitration award rendered, shall be confidential.

6.3 Counterparts

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

This AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

SIGNATURE PAGE

/s/ Luca de Meo
Name: Luca de Meo
Title: Chairman of the Board

Signed by and on behalf of MMC

/s/ Takao Kato
Name: Takao Kato
Title: President & CEO

Signed by and on behalf of Nissan

/s/ Makoto Uchida
Name: Makoto Uchida
Title: Chief Executive Officer

Signed by and on behalf of the Company

/s/ Veronique Sarlat Depotte
Name: Veronique Sarlat-Depotte
Title: Chairman

ANNEX

Share premium contribution agreement

investment agreement (WeRide 2024)

LOYENS & LOEFF

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [*], HAS BEEN OMITTED BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO ALLIANCE VENTURES B.V., RENAULT S.A.S., MITSUBISHI MOTORS CORPORATION AND NISSAN MOTOR CO., LTD. IF PUBLICLY DISCLOSED.

INVESTMENT AGREEMENT RE WERIDE INVESTMENT

---

between

RENAULT S.A.S.

MITSUBISHI MOTORS CORPORATION

NISSAN MOTOR CO., LTD.

and

ALLIANCE VENTURES B.V.

relating to

the contemplated investments in WeRide Inc. through Alliance Ventures B.V.

dated as of October 1, 2024

THIS INVESTMENT AGREEMENT (the **Agreement**) is dated October 1, 2024 and made between:

(1) **Renault s.a.s.**, a company (*société par actions simplifiée*) under the laws of France, having its registered office address at 122 Avenue du Général Leclerc, 92100 Boulogne-Billancourt, France, registered with the trade register of Nanterre, France (*Registre du Commerce et des Sociétés of Nanterre*) under number 780 129 987 (**Renault**);

(2) **Mitsubishi Motors Corporation**, a company organized and existing under the laws of Japan, having its registered office at 1-21, Shibaura 3-chome, Minato-ku, Tokyo 108-8410, Japan, registered with the trade register of Tokyo, Japan (*Legal Affairs Bureau Tokyo, Japan*) under number 0104-01-029044 (**MMC**);

(3) **Nissan Motor Co., Ltd.**, a company organized and existing under the laws of Japan, having its registered office at No. 2 Takaro-cho, Kanagawa-ku Yokohama-shi, Kanagawa 220-8623, Japan, registered with the trade register of Yokohama, Japan (*Legal Affairs Bureau Yokohama, Japan*) under number 0200-01-031109 (**Nissan**); and

(4) **Alliance Ventures B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under Dutch law, having its official seat in Amsterdam, the Netherlands, and its registered office address at Boeingavenue 275, 1119 PD, Schiphol-Rijk, the Netherlands, registered with the Dutch trade register under number 70350426 (**Company**);

Parties (1) through (3) are also jointly referred to as the **Shareholders** or the **Alliance** and individually as a **Shareholder**;

Parties (1) through (4) are also jointly referred to as the **Parties** and individually as a **Party**;

WHEREAS:

(A) the Parties to this Agreement are a party to the joint venture agreement dated 27 February 2018 as amended and restated by the amended and restated joint venture agreement dated 2 October 2019 (the **Joint Venture Agreement**). Capitalised terms used but not defined in this Agreement shall have the meaning given thereto in the Joint Venture Agreement;

(B) the Company holds shares in the capital of WeRide Inc., a company organized under the laws of the Cayman Islands (**WeRide**);

(C) the Parties to this Agreement are further party to a side letter dated 19 May 2021, regarding the investment of the Company in the Series C-1 shares in WeRide (**2021 Side Letter**), as well as an investment agreement regarding WeRide investment dated 19 July 2024 (**2024 Investment Agreement**);

(D) Pursuant to the 2024 Investment Agreement, the RSU Transaction (as defined therein) was effected on August 2nd, 2024, and the Company has acquired the Renault and Nissan RSU Shares (as defined therein) for the sole risk and benefit of Renault and the Nissan RSU Shares (as defined therein) for the sole risk and benefit of Nissan, respectively;

(E) Renault and Nissan have expressed their interest in the subscription to Class A ordinary shares in WeRide (**Class A Ordinary Shares**) to be issued through a private placement which is exempted from registration pursuant to Regulation S of the U.S. Securities Act of 1933, as amended and interpreted from time to time (**Securities Act**) and will be completed concurrently with the closing of WeRide's envisaged initial public offering of American Depositary Shares (**ADS**) representing Class A Ordinary Shares (**IPO**), at a price per share equal to the price per ADS set forth on the cover of WeRide's final prospectus in connection with the IPO divided by the number of the Class A Ordinary Shares represented by one ADS (**Concurrent Private Placement Transaction**);

(F) WeRide is a Chinese autonomous vehicle start-up that owns advanced level 4 autonomous driving technology. Each of Renault and Nissan values WeRide highly in terms of its (i) Technological Leadership and Innovation: WeRide is at the forefront of autonomous driving technology; (ii) Market Expansion and Synergy: each of Renault and Nissan can tap into expanding the market with WeRide together in each of its core markets; (iii) Sustainability and Future Mobility: Autonomous driving is a key component of the future of mobility, which includes sustainable and efficient transportation solutions. In light of these competencies of WeRide, each of Renault and Nissan independently made its own investment decision for its own strategies. Renault wishes to make an additional investment in WeRide of in the aggregate USD [*] via the Company (the **Renault Investment**), through the Concurrent Private Placement Transaction. Nissan wishes to make an additional investment in WeRide of in the aggregate USD [*] via the Company (the **Nissan Investment**), through the Concurrent Private Placement Transaction;

(G) the Company currently owns:

(i) [*] Series A shares (**Company's WeRide Shares**);

(ii) [*] Series C-1 shares (**Nissan's 2021 Shares**) for the sole risk and benefit of Nissan and [*] ordinary shares for the sole risk and benefit of Nissan (jointly with Nissan's 2021 Shares: **Nissan's Current Shares**); and

(iii) [*] ordinary shares for the sole risk and benefit of Renault (**Renault's Current Shares**),

in WeRide, on the basis of which the Company's fully diluted ownership is [*] (including the [*] Series A shares obtained pursuant to the exercise of 2nd tranche of Series A warrants);

(H) MMC indicated that it is not interested in the Concurrent Private Placement Transaction, but acknowledged that the Renault Investment and the Nissan Investment will be held through the Company, whereby the sole risk and benefit in relation to the Renault Investment and the Nissan Investment shall be for the account of Renault and Nissan, respectively;

(I) While neither the additional investment in WeRide of in the aggregate USD [*] via the Company by Renault nor the additional investment in WeRide of in the aggregate USD [*] via the Company by Nissan Investment as agreed upon in the 2024 Investment Agreement have been effected due to the condition subsequent as agreed upon in the 2024 Investment Agreement being satisfied, each Renault and Nissan wishes to proceed with the Renault Investment and the Nissan Investment subject to the (revised) condition subsequent provided herein;

(J) the Parties confirmed and agreed that only Renault and Nissan will make the Renault Investment and the Nissan Investment, respectively, through the Company, and as a consideration Renault and Nissan will enjoy any and all rights and benefits, directly or indirectly arising from the Renault Investment and the Nissan Investment, respectively, subject to the provisions of this Agreement;

(K) the Company shall use the Renault Investment to subscribe to the Class A Ordinary Shares to be issued through the Concurrent Private Placement Transaction for a total amount of USD [*] (**Renault WeRide Participation**; the Class A Ordinary Shares acquired pursuant to the Renault WeRide Participation shall be referred to as the **Renault IPO Shares**), which Renault WeRide Participation shall be held by the Company for the risk and benefit of Renault;

(L) the Company shall use the Nissan Investment to subscribe to the Class A Ordinary Shares to be issued through the Concurrent Private Placement Transaction for a total amount of USD [*] (**Nissan WeRide Participation**; the Class A Ordinary Shares acquired pursuant to the Nissan WeRide Participation shall be referred to as the **Nissan IPO Shares**), which Nissan WeRide Participation shall be held by the Company for the risk and benefit of Nissan;

(M) upon the IPO, the Company's WeRide Shares, Nissan's Current Shares and Renault's Current Shares shall be converted from Series A shares and Series C-1 shares, respectively, into Class A Ordinary Shares; the Company shall create three separate brokerage accounts on which it shall hold and administer the Class A Ordinary Shares after the IPO, (i) a brokerage account on which it shall hold and administer the (converted) Company's WeRide Shares (**Brokerage Account AVBV**), (ii) a brokerage account on which it shall hold and administer the Renault IPO Shares and the (converted) Renault's Current Shares (**Brokerage Account Renault**) and (iii) a brokerage account on which it shall hold and administer the Nissan IPO Shares and the (converted) Nissan's Current Shares (**Brokerage Account Nissan**);

(N) on October 1, 2024, the Company approved the Renault Investment and the Nissan Investment;

(O) the Shareholders wish to enter into this Agreement to record each of their rights and obligations in respect of the Renault Investment and the Nissan Investment through the Company; and

(P) the Company is a party to this Agreement in order to express its agreement to the contents and to accept its obligations under this Agreement.

IT IS AGREED as follows:

1 UNDERTAKINGS IN RELATION TO THE RENAULT INVESTMENT THROUGH THE COMPANY

1.1 Share premium contribution by Renault and use of such contribution by the Company

1.1.1 The Shareholders acknowledge and agree that Renault shall contribute an amount of USD [*] to the capital of the Company for the purpose of the Renault WeRide Participation (**Renault Contribution**), by way of a share premium contribution (*agiostorting*). For this purpose, the Parties shall enter into a share premium contribution agreement along the lines of the format as attached hereto as *Annex* (**Share Premium Contribution Agreement**).

1.1.2 The Company shall use the full amount of the Renault Contribution for the Renault WeRide Participation.

1.1.3 Renault must effect payment of the Renault Contribution by wire transfer of the amount thereof to the bank account of the Company. Upon the Company's receipt of a written notice from WeRide indicating the anticipated date for the closing of the IPO (the "**Anticipated Closing Date**") pursuant to their definitive agreement for the Concurrent Private Placement Transaction (the "**WeRide Closing Notice**"), the Company shall immediately notify Renault thereof via email (the "**Renault Notice**"). The Renault Contribution must be transferred by Renault to the bank account of the Company within three (3) Business Days after Renault receives the Renault Notice, provided, however, that the Parties shall discuss in good faith an alternative reasonable due date for Renault to transfer the Renault Contribution to the bank account of the Company if the Company has received the WeRide Closing Notice more than ten (10_ Business Days before the Anticipated Closing Date.

1.1.4 After the IPO, the Company shall create the Brokerage Account Renault on which it shall hold and administer the (converted) Renault's Current Shares and the Renault IPO Shares.

1.1.5 The sole risk and benefit in relation to the Renault WeRide Participation shall be for the account of Renault. For the sake of clarity, upon an exit, disposal, transfer or sale, in whole or in part, of the Renault WeRide Participation upon Renault's direction in accordance with Clause 1.2.2, the full proceeds of such exit, disposal, transfer or sale of the Renault WeRide Participation, irrespective of whether such proceeds are higher or lower than the Renault Contribution (for the avoidance of doubt, the initial investment in the amount of the Renault Contribution shall be taken into account in the proceeds), *minus* any transaction costs related thereto such as tax costs and bank charges, shall be transferred by the Company to Renault as soon as practicable after such exit, disposal, transfer or sale, in accordance with Clause 1.2.3.

1.2 **Conduct in respect of the Renault WeRide Participation**

1.2.1 The Parties acknowledge and agree that the Renault WeRide Participation shall be solely for the benefit and risk of Renault (including but not limited to financial benefits and risks) and that the Company shall not exercise any and all rights as shareholder of WeRide that arise from the Renault WeRide Participation without Renault's prior written approval, which approval shall not be unreasonably withheld.

1.2.2 Subject to the provisions of this Agreement, Renault is entitled, at its sole discretion and independently from (i) the Company's and/or the Shareholders' direction in respect of the Company's WeRide Shares and (ii) Nissan's direction in respect of Nissan's Current Shares and the Nissan WeRide Participation, to exercise any shareholder's rights on the Renault WeRide Participation and to determine any matters in relation to the ownership or the title of the shares in connection with the Renault WeRide Participation, including but not limited to the disposal, transfer, sale, assignment, grant of security or waiver of any rights in whole or in part of the Renault IPO Shares. The Company shall abide by Renault's direction with respect to shareholder's rights in connection with the Renault WeRide Participation, even if Renault's direction differs from the Company's direction with respect to the Company's WeRide Shares and Nissan's direction in respect of Nissan's Current Shares and the Nissan WeRide Participation, unless such action by the Company violates applicable law, including but not limited to such action not being in the corporate interest of the Company as set out in Section 2:239, paragraph 4, of the Dutch Civil Code, to the extent applicable.

1.2.3 The Shareholders and the Company commit to allocate all of the risk and benefit of the Renault WeRide Participation to Renault, and to repay or distribute, in accordance with the proceedings set out in clause 9 (*Dividends*) of the Joint Venture Agreement, article 21 (*Profits and Distributions*) of the Articles of Association and all other provisions in relation to the exercising shareholder's rights included therein, the proceeds in relation to the Renault WeRide Participation to Renault.

1.2.4 All the (transaction) costs related to the Renault WeRide Participation that are incurred by the Company, such as general expenses and adviser or expert fees and counsel fees, shall be for the account of Renault and shall be reimbursed by Renault to the Company through the subsequent cash call by the Company for the OPEX budget, even if any of the Conditions Subsequent (as defined in Clause 4.1.1) has been satisfied.

2 UNDERTAKINGS IN RELATION TO THE NISSAN INVESTMENT THROUGH THE COMPANY

2.1 Share premium contribution by Nissan and use of such contribution by the Company

2.1.1 The Shareholders acknowledge and agree that Nissan shall contribute an amount of USD [*] to the capital of the Company for the purpose of the Nissan WeRide Participation (the **Nissan Contribution**), by way of a share premium contribution. For this purpose, the Parties shall enter into the Share Premium Contribution Agreement.

2.1.2 The Company shall use the full amount of the Nissan Contribution for the Nissan WeRide Participation.

2.1.3 Nissan must effect payment of the Nissan Contribution by wire transfer of the amount thereof to the bank account of the Company. Upon the Company's receipt the WeRide Closing Notice, the Company shall immediately notify Nissan thereof via email (**Nissan Notice**). The Nissan Contribution must be transferred by Nissan to the bank account of the Company within three (3) Business Days after Nissan receives the Nissan Notice, provided, however, that the Parties shall discuss in good faith an alternative reasonable due date for Nissan to transfer the Nissan Contribution to the bank account of the Company if the Company has received the WeRide Closing Notice from WeRide more than ten (10) Business Days before the Anticipated Closing Date.

2.1.4 After the IPO, the Company shall create the Brokerage Account Nissan on which it shall hold and administer the (converted) Nissan's Current Shares and the Nissan IPO Shares.

2.1.5 The sole risk and benefit in relation to the Nissan WeRide Participation shall be for the account of Nissan. For the sake of clarity, upon an exit, disposal, transfer or sale, in whole or in part, of the Nissan WeRide Participation upon Nissan's direction in accordance with Clause 2.2.2, the full proceeds of such exit, disposal, transfer or sale of the Nissan WeRide Participation, irrespective of whether such proceeds are higher or lower than the Nissan Contribution (for the avoidance of doubt, the initial investment in the amount of the Nissan Contribution shall be taken into account in the proceeds), *minus* any transaction costs related thereto such as tax costs and bank charges, shall be transferred by the Company to Nissan as soon as practicable after such exit, disposal, transfer or sale, in accordance with Clause 2.2.3.

2.2 Conduct in respect of the Nissan WeRide Participation

2.2.1 The Parties acknowledge and agree that the Nissan WeRide Participation shall be solely for the benefit and risk of Nissan (including but not limited to financial benefits and risks) and that the Company shall not exercise any and all rights as shareholder of WeRide that arise from the Nissan WeRide Participation without Nissan's prior written approval, which approval shall not be unreasonably withheld.

2.2.2 Subject to the provisions of this Agreement, Nissan is entitled, at its sole discretion and independently from (i) the Company's and/or the Shareholders' direction in respect of the Company's WeRide Shares and (ii) Renault's direction in respect of Renault's Current Shares and the Renault WeRide Participation, to exercise any shareholder's rights on the Nissan WeRide Participation and to determine any matters in relation to the ownership or the title of the shares in connection with the Nissan WeRide Participation, including but not limited to the disposal, transfer, sale, assignment, grant of security or waiver of any rights in whole or in part of the Nissan IPO Shares. The Company shall abide by Nissan's direction with respect to shareholder's rights in connection with the Nissan WeRide Participation, even if Nissan's direction differs from the Company's direction with respect to the Company's WeRide Shares (and Renault's direction in respect of Renault's Current Shares and the Renault WeRide Participation), unless such action by the Company violates applicable law, including but not limited to such action not being in the corporate interest of the Company as set out in Section 2:239, paragraph 4, of the Dutch Civil Code, to the extent applicable.

2.2.3 The Shareholders and the Company commit to allocate all of the risk and benefit of the Nissan WeRide Participation to Nissan, and to repay or distribute, in accordance with the proceedings set out in clause 9 (*Dividends*) of the Joint Venture Agreement, article 21 (*Profits and Distributions*) of the Articles of Association and all other provisions in relation to the exercising shareholder's rights included therein, the proceeds in relation to the Nissan WeRide Participation to Nissan.

2.2.4 All the (transaction) costs related to the Nissan WeRide Participation that are incurred by the Company, such as general expenses and adviser or expert fees and counsel fees, shall be for the account of Nissan and shall be reimbursed by Nissan to the Company through the subsequent cash call by the Company for the OPEX budget, even if any of the Conditions Subsequent (as defined in Clause 4.1.1) has been satisfied.

3 WERIDE BOARD MEMBERS AND EFFECT ON SHAREHOLDINGS

3.1 WeRide Board Members

3.1.1 The Parties acknowledge and agree that, for as long as the Company has the right to nominate two persons to serve as board member in WeRide on behalf of the Company (**Board Members** and each a **Board Member**) pursuant to the nominating and support agreement (to be) entered into between WeRide, the founders of WeRide and the Company (**Nominating Agreement**):

(a) Renault shall have the exclusive right to submit a proposal in respect of one of the persons who serves as a Board Member; and

(b) Nissan shall have the exclusive right to submit a proposal in respect of one of the persons who serves as a Board Member,

provided that (i) the proposed Board Member is capable of duly representing the interests of the Company and all the Shareholders in WeRide and (ii) the proposal in respect of the Board Member is in accordance with the provisions of the Joint Venture Agreement and the Investment Policy Statement.

3.1.2 In accordance with the Nominating Agreement, immediately after the effectuation of the Concurrent Private Placement Transaction, the Company will have the right to nominate two persons to serve as Board Members. If the Company sells shares in WeRide equal to between one percent (1%) and two precent (2%) of the then current fully diluted share capital of WeRide, the Company will have the right to only nominate one person to serve as Board Member. The Company will lose the right to nominate persons to serve as Board Member completely, if the Company sells shares in WeRide equal to two percent (2%) or more of the then current fully diluted share capital of WeRide.

3.1.3 The Parties acknowledge and agree that, if and for as long as the Company has the right to nominate only one person to serve as Board Member pursuant to the Nominating Agreement, the exclusive right to submit a proposal in respect of the person who serves as the Board Member shall be vested in either Renault or Nissan, depending on for (the risk and benefit of) which of them the Company holds the highest number of shares in WeRide provided that (i) the proposed Board Member is capable of duly representing the interests of the Company and all the Shareholders in WeRide and (ii) the proposal in respect of the Board Member is in accordance with the provisions of the Joint Venture Agreement and the Investment Policy Statement.

3.1.4 For the purpose of determination for (the risk and benefit of) which of Renault and Nissan the Company holds the highest number of shares in WeRide, respectively, as referred to in Clause 3.1.3:

(a) the Renault IPO Shares and the (converted) Renault's Current Shares, and any equity securities in WeRide exchanged therefore, or converted, derived or accrued therefrom, each at such stage held and administered by the Company on the Brokerage Account Renault, shall count toward the number of shares in WeRide held by the Company for (the risk and benefit of) Renault, and

(b) the Nissan IPO Shares and the (converted) Nissan's Current Shares, and any equity securities in WeRide exchanged therefore, or converted, derived or accrued therefrom, each at such stage held and administered by the Company on the Brokerage Account Nissan, shall count toward the number of shares in WeRide held by the Company for (the risk and benefit of) Nissan.

3.1.5 Subject to this Clauses 3.1.1 and 3.1.2, the Company hereby commits to take the relevant Management Board and, as the case may be, Supervisory Board resolutions in order to implement the proposal of Renault and/or Nissan in respect of the Board Member(s).

3.1.6 In case of any joint discussion among the Parties on the sale of any of the (converted) Company's WeRide Shares, resulting therein that the Company no longer has the right to nominate two persons to serve as Board Member but only has the right to nominate one Board Member pursuant to the Nominating Agreement, Renault may, as it seems necessary, bring up a discussion on the governance related to the allocation of the right of submit proposal in respect of the person who serves as such Board Member.

3.1.7 The Parties agree that for the period that Nissan and/or Renault has the right to submit a proposal in respect of the person(s) who serve(s) as the Board Member(s) pursuant to Clause 3.1.1 or 3.1.2, Nissan's right to submit a proposal in respect of the person who serves as the board member in WeRide on behalf of the Company pursuant to clause 1.2.3 the 2021 Side Letter is suspended.

3.1.8 To the extent permitted by the relevant agreements entered (or to be entered) into between the Company and WeRide, the Board Member(s) will disclose and provide board materials and key board information (including confidential information) in relation to WeRide to the Company, especially for the Company to be able to conduct its duty as regards the Company's investments in WeRide (being the Current Investment, the Renault WeRide Participation and the Nissan WeRide Participation).

3.2 **No effect on the shareholdings of the Shareholders**

The Renault Contribution and the Nissan Contribution shall not have any effect on the shareholdings of the Shareholders, nor on each individual Shareholder's entitlement to repayments and distributions other than the fact that Renault and Nissan shall solely be entitled to any proceeds in relation to the Renault WeRide Participation and the Nissan WeRide Participation, respectively (as set out in Clauses 1 and 2 above).

4 CONDITION

4.1 **Condition subsequent**

4.1.1 The Renault WeRide Participation, the Renault Contribution, the Nissan WeRide Participation and the Nissan Contribution are subject to the conditions subsequent (*ontbindende voorwaarden*) that:

(a) Renault and Nissan have not received written evidence of the clearance obtained by WeRide from the U.S. Securities and Exchange Commission to proceed with the IPO from the Company before the Anticipated Closing Date set forth in the WeRide Closing Notice (as communicated by the Company to Renault by means of the Renault Notice and to Nissan by means of the Nissan Notice);

(b) the effective closing of the IPO has not occurred within five (5) trading days after the Anticipated Closing Date set forth in the WeRide Closing Notice; or

(c) the IPO does not take place prior to December 31st, 2024.

(each a **Condition Subsequent**).

4.1.2 If it becomes clear that any of the Conditions Subsequent is satisfied, the Company shall:

(a) repay the amount of the Renault Contribution to Renault to the extent that the Renault Contribution has been made by Renault; and

(b) repay the amount of the Nissan Contribution to Nissan to the extent that the Nissan Contribution has been made by Nissan,

such in accordance with the Share Premium Contribution Agreement.

5 CONTINUITY

5.1 **Continuing obligations**

5.1.1 The provisions of the Joint Venture Agreement, the 2021 Side Letter and the 2024 Investment Agreement (as for as relevant to the RSU Transaction, the Renault RSU Participation, the Renault RSU Shares, the Renault RSU Contribution, the Nissan RSU Participation, the Nissan RSU Shares and the Nissan RSU Contribution (all as defined in the 2024 Investment Agreement)) shall, save as supplemented by this Agreement, continue in full force and effect.

5.1.2 The rights and obligations under the Joint Venture Agreement, the 2021 Side Letter and the 2024 Investment Agreement (as for as relevant to the RSU Transaction, the Renault RSU Participation, the Renault RSU Shares, the Renault RSU Contribution, the Nissan RSU Participation, the Nissan RSU Shares and the Nissan RSU Contribution) are not terminated, novated or waived, unless as explicitly otherwise contemplated in this Agreement.

5.1.3 In the event of any inconsistency between the terms of this Agreement and the Joint Venture Agreement, the terms of the Agreement shall prevail.

5.1.4 In the event of any inconsistency between the terms of this Agreement, the 2021 Side Letter and/or the 2024 Investment Agreement, the terms of the Agreement shall prevail.

6 MISCELLANEOUS

6.1 Incorporation of terms

Clauses 1.2 (*Interpretation*), 13 (*Confidentiality*), 15 (*No Partnership or Agency*), 17 (*Conflict with Articles of Association*), 18.1 (*Further assurances*), 18.2 (*Costs and expenses*), 18.3 (*Assignment*), 18.4 (*Entire Agreement*), 18.5 (*Remedies*), 18.6 (*Waiver and variation*), 18.7 (*No third party beneficiaries*), 18.8 (*Severability*) and 18.9 (*Notices*) of the Joint Venture Agreement shall be incorporated into this Agreement (with such conforming changes as the context requires) as if set out in full in this Agreement.

1.1 Clause 18.9 of the Joint Venture Agreement shall *mutatis mutandis* apply to any communication to be made under or in connection with this Agreement, provided that, the (email) address and company, department or officer, if any, for whose attention the communication is to be made of each Party for purposes of any communication under or in connection with this Agreement shall be as follows, or any substitute (email) address or company, department or officer as a Party may notify the other Parties by not less than 5 (five) Business Days' notice:

Renault
Address: 122-122B avenue du Général Leclerc 92100 Boulogne-Billancourt, France
Attention: [*]
Tel: [*]
Email: [*]

MMC
Address: 1-21, Shibaura 3-chome, Minato-ku Tokyo 108-8410 Japan
Attention: [*]
Tel: [*]
Email: [*]

Nissan
Address: 1-1-1, Takashima, Nishi-ku, Yokohama, Kanagawa 220-8686, Japan
Attention: [*]
Tel: [*]
Email: [*]

Company
Address: Boeingavenue 275, 1119 PD Schiphol-Rijk, the Netherlands
Attention: [*]
Tel [*]
Email: [*]

6.2 For the avoidance of doubt, as provided in Clause 18.9.4 of the Joint Venture Agreement, any notice not received on a Business Day or received after 17:00 on any Business Day in the place of receipt shall be deemed to be received on the following Business Day.

6.3 **Governing Law and Jurisdiction**

6.3.1 This Agreement and any obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of the Netherlands.

6.3.2 Before arbitration proceedings, other than for urgent interim or protective measures, may be commenced or the Independent Expert procedure may be initiated under clause 12.3 of the Joint Venture Agreement in respect of any disputes arising out of or in connection with this Agreement, the Parties shall first endeavour to resolve such dispute in accordance with clause 6 of the Joint Venture Agreement.

6.3.3 Except as expressly otherwise provided in this Agreement and subject to Clause 6.2.2, any disputes arising out of or in connection with this Agreement, including regarding the existence or validity of this Agreement, and any obligations arising out of or in connection with this Agreement, shall, unless settled on an amicable and unanimous basis as described in clause 6 of the Joint Venture Agreement, be finally settled by arbitration in The Hague in the English language under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Each Shareholder hereto will be bound by the arbitration award rendered. The arbitration proceedings, including the arbitration award rendered, shall be confidential.

6.4 **Counterparts**

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

This AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

SIGNATURE PAGE

Signed for and on behalf of Renault

/s/ Luca de Meo
Name: L. de Meo
Title: Chief Executive Officer

Signed by and on behalf of MMC

/s/ Takao Kato
Name: T. Kato
Title: Chief Executive Officer / President

Signed by and on behalf of Nissan

/s/ Makoto Uchida
Name: M. Uchida
Title: Chief Executive Officer

Signed by and on behalf of the Company

/s/ Véronique Sarlat-Depotte
Name: Veronique Sarlat-Depotte
Title: Chairperson

ANNEX

Share premium contribution agreement

Exhibit 99.9

LOCK-UP LETTER

July 26, 2024

Morgan Stanley Asia Limited
Level 46, International Commerce Centre
1 Austin Road West, Kowloon
Hong Kong

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

China International Capital Corporation Hong Kong Securities Limited
29th Floor, One International Finance Centre
1 Harbour View Street
Central, Hong Kong

Ladies and Gentlemen:

The undersigned understands that Morgan Stanley Asia Limited ("**Morgan Stanley**"), J.P. Morgan Securities LLC ("**J.P. Morgan**") and China International Capital Corporation Hong Kong Securities Limited ("**CICC**", together with Morgan Stanley and J.P. Morgan, the "**Representatives**") propose to enter into an Underwriting Agreement (the "**Underwriting Agreement**") with WeRide Inc., an exempted company incorporated in the Cayman Islands (the "**Company**"), providing for the public offering (the "**Public Offering**") by the several Underwriters, including the Representatives (the "**Underwriters**"), of American depositary shares ("**ADSs**") representing class A ordinary shares, par value US$0.00001 per share, of the Company (the "**Ordinary Shares**"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Underwriting Agreement.

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of the Representatives on behalf of the Underwriters, it will not, will not cause any direct or indirect affiliate to, and will not publicly disclose an intention to, during the period commencing on the date hereof and ending 180 days after the date of the final prospectus (the "**Restricted Period"**) relating to the Public Offering (the "**Prospectus**"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any ADSs or Ordinary Shares or securities convertible into or exercisable or exchangeable for such ADSs or Ordinary Shares (including without limitation, Ordinary Shares, ADSs or such other securities which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission (the "**SEC**") and securities which may be issued upon exercise of a stock option or warrant) (collectively, the "**Lock-Up Securities**"), or (2) enter into any swap, hedge or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Lock-up Securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of the Lock-Up Securities, in cash or otherwise, (3) make any demand for or exercise any right with respect to the registration of any Lock-Up Securities, or (4) publicly disclose the intention to do any of the foregoing. The undersigned acknowledges and agrees that the foregoing precludes the undersigned from engaging in any hedging or other transactions or arrangements (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) designed or intended, or which could reasonably be expected to lead to or result in, a sale or disposition or transfer (whether by the undersigned or any other person) of any economic consequences of ownership, in whole or in part, directly or indirectly, of any Lock-Up Securities, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Lock-Up Securities, in cash or otherwise.

The foregoing restrictions shall not apply to (a) transactions relating to the Lock-Up Securities acquired in open market transactions after the completion of the Public Offering, *provided* that no filing under the Exchange Act or other public announcement shall be required or shall be voluntarily made during the Restricted Period in connection with subsequent sales of the Lock-Up Securities acquired in such open market transactions, (b) transfers of the Lock-Up Securities as a bona fide gift, (c) (x) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, transfers of the Lock-Up Securities to a corporation, partnership, limited liability company or other business entity that is an affiliate (as defined in Rule 405 under the Securities Act of 1933, as amended) of the undersigned, or to any investment fund or other entity which fund or entity is controlled or managed by the undersigned or affiliates of the undersigned, or (y) distributions of the Lock-Up Securities to partners, members or shareholders of the undersigned; *provided* that (i) in the case of any transfer or distribution pursuant to clause (b) or (c), each donee, transferee or distributee shall sign and deliver a lock-up letter substantially in the form of this letter, (ii) in the case of any transfer pursuant to clause (b), no filing under the Exchange Act or other public announcement, reporting a reduction in beneficial ownership of the Lock-Up Securities, shall be required or shall be voluntarily made during the Restricted Period, (iii) in the case of any transfer or distribution pursuant to clause (c), no filing under the Exchange Act or other public announcement, reporting a reduction in beneficial ownership of the Lock-Up Securities, shall be required or shall be voluntarily made during the Restricted Period, except for filings made pursuant to Rule 13d-2 of the Exchange Act and such filing shall clearly indicate in the footnotes thereto the circumstances of such transfer or distribution, and (iv) in the case of any transfer or distribution pursuant to clause (b) or (c), such transfer or distribution shall not involve a disposition for value, (d) the entry into a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of the Lock-Up Securities, *provided* that (i) such plan does not provide for the transfer of the Lock-Up Securities during the Restricted Period and (ii) no filing by any party under the Exchange Act or other public announcement shall be required or made voluntarily in connection with such trading plan during the Restricted Period, (e) pursuant to a bona fide third-party tender offer that is approved by the Board of Directors of the Company and made to all holders of the Company's shares involving a Change of Control (as defined below) of the Company (for purposes hereof, "Change of Control" shall mean the transfer (whether by tender offer), in one transaction or a series of related transactions, to a person or group of affiliated persons, of shares if, after such transfer, such person or group of affiliated persons would hold at least a majority of the outstanding voting securities of the Company (or the surviving entity)); *provided* that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the undersigned's Lock-Up Securities shall remain subject to the provisions of this letter, or (f) the conversion of the Company's outstanding preferred shares into Ordinary Shares or ADSs, as described in the Prospectus, *provided* that any Ordinary Shares or ADSs received upon such conversion shall be subject to the terms of this letter.

The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's the Lock-Up Securities except in compliance with the foregoing restrictions. The undersigned further confirms that it has furnished the Representatives with the details of any transaction the undersigned, or any of its affiliates, is a party to as of the date hereof, which transaction would have been restricted by this letter if it had been entered into by the undersigned during the Restricted Period.

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or "group" (within the meaning of Section 13(d)(3) of the Exchange Act) beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

The undersigned understands that the Company and the Underwriters are relying upon this letter in proceeding toward consummation of the Public Offering. The undersigned further understands that this letter is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

The undersigned acknowledges and agrees that the Underwriters have not provided any recommendation or investment advice nor have the Underwriters solicited any action from the undersigned with respect to the Public Offering of the ADSs or Ordinary Shares and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned further acknowledges and agrees that, although the Underwriters may provide certain Regulation Best Interest and Form CRS disclosures or other related documentation to you in connection with the Public Offering, the Underwriters are not making a recommendation to you to participate in the Public Offering or sell any ADSs or Ordinary Shares at the price determined in the Public Offering, and nothing set forth in such disclosures or documentation is intended to suggest that any Underwriter is making such a recommendation.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Underwriters.

This letter shall automatically terminate and the undersigned shall be released from all of its obligations hereunder upon the earlier of (i) the date on which the F-1 Registration Statement filed with the SEC with respect to the Public Offering is withdrawn prior to signing the Underwriting Agreement, (ii) the date on which for any reason the Underwriting Agreement is terminated (other than the provisions thereof that survive termination) prior to payment for and delivery of the ADSs to be sold thereunder (other than pursuant to the Underwriters' option thereunder to purchase additional ADSs), (iii) the date on which the Company notifies the Representatives, in writing and prior to the execution of the Underwriting Agreement, that it does not intend to proceed with the Public Offering and (iv) March 31, 2025, in the event that the Underwriting Agreement has not been executed by such date.

This letter and any claim, controversy or dispute arising under or related to this letter shall be governed by and construed in accordance with the laws of the State of New York. This letter may be delivered via facsimile or electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.echosign.com), and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Very truly yours,

Alliance Ventures, B.V.

/s/ Veronique Sarlat-Depotte

By: Veronique Sarlat-Depotte, Authorized Signatory

Boeingavenue 275, 1119 PD, Schiphol-Rijk, the Netherlands

Exhibit 99.10

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that the undersigned hereby constitutes and appoints Dina Zilberman, Laurie Blain, Miriam Steinberg and Katherine Schuler, and each of them, as the undersigned's true and lawful attorney-in-fact to:

(1) execute for and on behalf of the undersigned, in the undersigned's capacity as a representative of Alliance Ventures B. V. (the "***Company***"), any and all Schedule 13D or Schedule 13G, and any amendments thereto required to be filed by the Company in accordance with Sections 13(d) or (g) and Section 16(a) of the Securities Exchange Act of 1934 (the "***Exchange Act***") and the rules thereunder with respect to transactions in WeRide Inc.'s securities;

(2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Schedule 13D or Schedule 13G and any amendments thereto and timely file such report with the U.S. Securities and Exchange Commission and any stock exchange or similar authority; and

(3) take any other action of any type whatsoever in connection with the foregoing which is legally required.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform each and every act and thing whatsoever requisite, necessary, and proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of revocation, hereby ratifying and confirming all that such attorney-in-fact shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that no such attorney-in-fact, in serving in such capacity at the request of the undersigned, is hereby assuming, nor is the Company hereby assuming, any of the undersigned's responsibilities to comply with Section 13 or Section 16 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the Company is no longer required to file Schedule 13D or Schedule 13G reports with respect to the Company's holdings of and transactions in securities issued by WeRide Inc., unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of September 25, 2024.

Alliance Ventures B.V.

By: /s/ Véronique Sarlat-Depotte
Name: Véronique Sarlat-Depotte
Title: Chairwoman and Managing Director

Exhibit 99.11

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that the undersigned hereby constitutes and appoints Dina Zilberman, Laurie Blain, Miriam Steinberg and Katherine Schuler, and each of them, as the undersigned's true and lawful attorney-in-fact to:

(1) execute for and on behalf of the undersigned, in the undersigned's capacity as a representative of Nissan Motor Co., Ltd. (the "***Company***"), any and all Schedule 13D or Schedule 13G, and any amendments thereto required to be filed by the Company in accordance with Sections 13(d) or (g) and Section 16(a) of the Securities Exchange Act of 1934 (the "***Exchange Act***") and the rules thereunder with respect to transactions in WeRide Inc.'s securities;

(2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Schedule 13D or Schedule 13G and any amendments thereto and timely file such report with the U.S. Securities and Exchange Commission and any stock exchange or similar authority; and

(3) take any other action of any type whatsoever in connection with the foregoing which is legally required.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform each and every act and thing whatsoever requisite, necessary, and proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of revocation, hereby ratifying and confirming all that such attorney-in-fact shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that no such attorney-in-fact, in serving in such capacity at the request of the undersigned, is hereby assuming, nor is the Company hereby assuming, any of the undersigned's responsibilities to comply with Section 13 or Section 16 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the Company is no longer required to file Schedule 13D or Schedule 13G reports with respect to the Company's holdings of and transactions in securities issued by WeRide Inc., unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of November 4, 2024.

Nissan Motor Co., Ltd.

By: /s/ Makoto Uchida
Name: Makoto Uchida
Title: President and CEO