

SAMPLE TESTING AGREEMENT

This Agreement is signed between **Beijing Tusen Zhitu Technology Co., Ltd.** (北京图森智途科技有限公司), a company registered at Shunyi Zone of Zhongguancun Science and Technology Park, No.1 Linkong 2nd Road, Shunyi District, Beijing, China (**Beijing Tusen**), and TuSimple JAPAN Co., Ltd., a company registered in Room 401, 1-7-1 Shirokane, Minato-ku, Tokyo, Japan, (**TuSimple Japan**).

Beijing Tusen and TuSimple Japan hereinafter shall be referred to collectively as the "Parties" or individually as the "Party."

Beijing Tusen will provide autonomous driving equipment samples described in Exhibit 1 of this Agreement ("**Test Samples**") to its brother company TuSimple Japan. TuSimple Japan will conduct product testing on this batch of samples.

Now, therefore, the Parties agree on the following terms:

1. Use of Test Samples

1.1 TuSimple Japan can only install, use and operate Test Samples on equipment expressly approved by Beijing Tusen for the purpose of collecting test data and evaluating the function of the Test Samples, and shall not use Test Samples or conduct research on them for any other purpose (including but not limited to commercial operations, technical research).

1.2 Beijing Tusen agrees that the Test Samples are free of any charges.

1.3 TuSimple Japan shall not disassemble, reverse engineering the Test Samples, disassemble or decompile any software within the Test Samples and shall not provide the Test Samples to any third Party for whatever purpose.

1.4 In order to achieve good test results, TuSimple Japan agrees to provide regular feedback on questions, opinions, suggestions and needs during the test service period, and to regularly participate in meetings or discussions organized for the purpose of test services.

2. Intellectual property rights

2.1 The Parties agree that Beijing Tusen retains all intellectual property rights (including but not limited to trademark rights, patent rights, trade secrets and other intellectual property rights under intellectual property laws) and interests in and to the Test Samples and associated materials of the Test Samples. TuSimple Japan acquires no licenses or any other right in respect of any intellectual property rights of Beijing Tusen under this Agreement.

2.2 Without written consent, TuSimple Japan shall not use test products and related materials to develop any intellectual property rights.

3. Use at own risk, No Warranty



3.1 The Test Samples are provided "as is" and without express, implied or statutory warranty, and TuSimple Japan hereby confirms that it has inspected the Test Samples prior to the execution of this agreement (or will do so immediately upon receipt) and accepts Test Samples' current condition. In no event shall Beijing Tusen be liable for warranty of any kind, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement.

3.2 TuSimple Japan acknowledges that the use of the Test Samples and any test and evaluation that it performs with regards to such is done entirely at TuSimple Japan's own risk. TuSimple Japan shall have the sole responsibility for adequate protection of its data and other property used in connection with the Test Samples and shall not make any claim against Beijing Tusen resulting from its use of the Test Samples.

4. Confidentiality

4.1 Each party to this agreement is obliged to keep confidential the data, technical information and business secrets that the other party has not disclosed to the public, as well as the cooperation details under this agreement, that it knows or obtains during the cooperation process ("**Confidential Information**"). Without the written permission of the other party, neither party shall disclose Confidential Information to a third party, make public or use it for any purpose other than solely in connection with testing and evaluating the Test Samples. Otherwise the breaching Party shall bear the liability for breach of contract and compensate for the loss suffered by the other Party.

4.2 Each party understands and agrees that the confidentiality obligations pertaining to the Confidential Information shall survive any termination or expiration of this Agreement.

4.3 Disclosure of confidential information by any party under any of the following circumstances shall not be deemed a violation of this agreement:

- (1) The information was already known to the public at the time of disclosure;
- (2) The information is disclosed pursuant to the prior written consent of the other party;
- (3) A party discloses in accordance with the requirements of the judicial and other departments of the government that have jurisdiction over it when performing official duties in accordance with applicable laws and regulations, provided that one party notifies the other party in writing of the exact nature of the disclosed confidential information before disclosure.

5. Other

5.1 This Agreement shall be governed by the laws of the People's Republic of China. Any dispute related to or arising from this Agreement shall be resolved by the people's court where Beijing Tusen is located.

5.2 If the Parties are satisfied with the testing result of the Test Samples, the two parties will conduct further communication on the cooperation regarding the autonomous driving equipment.

TuSimple JAPAN Co., Ltd.

Date: May 20, 2023

Beijing Tusen Zhitu Technology Co., Ltd.

Date: May 20, 2023



Exhibit 1
Test Samples Information

		Name	Specifications	quantity	Unit price	Toatal (CNY)
1	Camera	Camera F20-V5	Short focus	11	100	1100
2		Camera F20-V5	telephoto	2	100	200
3		Camera Holder V3.0	Fixed Camera Angle Bracket	20	10	200
4	TSU	TSU		2	1571	3142
5		TSU1 CMC1	TU4010012-S2	1	10	10
6		TSU-FPD2 8.5M	TU4010003-S1	1	5	5
7		TSU-FPD3 8.5M	TU4010004-S1	1	5	5
8		TSU-FPD4 8.5M	TU4010005-S1	1	5	5
9		TSU-HSAL	TU4010006-S1	3	5	15
10		TSU XGbE2	TU4010007-S1	1	5	5
11		TSU GbE2	TU4010008-S1	1	5	5
12		HSALTOT		1	5	5
13		HSALTOT1 0.3M	TU4010011-S1	1	5	5
14		Media Converter		4	5	20
15		Mini Fit 2m	TU4012005-S1	2	5	10
16		TSU1 GbE1	TU4010014-S1	5	4	20
17		RJ45 socket	LP24 type RJ45 socket	1	5	5
18		CMC power cable		1	2	2
19	Lidar system	Hesai LiDAR Pandar40P		3	800	2400
20		40P wiring harness (self-made)		4	6	24
21		Tele-15 (12V)		1	5	5
22		DC24V to 12V		4	5	20
23		Tele-15 wiring harness	TU4002001-S2	1	5	5
24		Tele-15 wiring harness (direct connection)	TU4002001-S3	1	5	5
25		Pandar QT		5	300	1500
26		Lidar11 5m	TU4002006-S2	1	5	5
27		Lidar13 5m	TU4002007-S1	1	5	5
28		Lidar12 7m	TU4002008-S1	1	5	5
29	Radar system	Millimeter wave radar ARS408		9	230	2070
30		Radar1 8M	TU4003003-S1	2	5	10
31		Radar2 8M	TU4003004-S1	2	5	10

32		Radar3 8M	TU4003005-S1	2	5	10
33		Radar4 Extension Cable (CAN, Power)	TU4003006-S1 Extended to 20m production adapter cable	2	6	12
34		Radar5 extension cable (CAN, power supply)	TU4003007-S1 Extended to 20m production adapter cable	2	6	12
35		Radar6 Extension Cable (CAN, Power)	TU4003008-S1 Extended to 20m production adapter cable	2	6	12
36	Navigation system	Pwrpak7D-E1 Kit		1	10	10
37		Pwrpak7 IO	TU4009004-S1	1	8	8
38		Pwrpak7_ANT1	TU4009001-S1	1	8	8
39		Pwrpak7_ANT2	TU4009002-S1	1	8	8
40		Category 6 network cable	2m	2	5	10
41	7U Server	7U server	DC 3090	2	9980	19960
42		7U power cord		2	10	20
43		Category 7 network cable	2m	4	5	20
44	AP	AP panel (12V)		1	100	100
45		DC24V to 12V		2	10	20
46		AP 5m	TU4006003-S1	1	5	5
47	Control	TTC580		2	500	1000
48		TTC580_1-96way	TU4007010-S2	2	10	20
49		TTC580_1-58way	TU4007011-S2	2	10	20
50		TTC580 CAN	TU4007003-S1	2	10	20
51		CAN logger	TU4007003-S3	8	8	64
52		Zhou Ligong CANDTU		2	5	10
53		Termination Resistor Adapter Cable	TU4024001-S1	5	5	25
54		Take Over Button Set		1	5	5
55	Accessories	LinkPi ENCSH	/	1	100	100
56		MOKOSE SHD50	2.5MM	1	10	10
57		SDI camera cable	75 Ohm, 5m	1	15	15
58		Microphone	3.5mm plug, 3.5m cable	1	5	5

59		HDMI cable	5m	2	5	10
60		Category 6 network cable	5m	2	5	10
61		FortiGate 61F	/	2	10	20
62		Category 6 network cable	1m	8	10	80
63	alternator	180A generator		2	230	460
64		Generator bracket combination (including two brackets)		2	120	240
65		mounting bolts		2	20	40
66	Power cable	Battery to E-BOX positive wire harness	RV50 square single-core multi-strand power cord (red)	1	200	200
67		Battery to E-BOX negative wire harness	RV50 square single-core multi-strand power cord (black)	1	200	200
68		Alternator to battery positive wire harness		2	30	60
69		1 fuse box and 150A fuse		2	15	30
70		1 fuse box and 200A insurance		2	15	30
71		fuse box		2	5	10
72		Fuse box and electrical cable		2	5	10
73		terminal wire		2	10	20
74		Copper wire nose 300A		2	2	4
75		PDU	EB301	2	2000	4000
76	power supply system	E-BOX_Charge to BAT1+ Harness	modified homemade	2	20	40
77		E_BOX	TU3700001-S2	2	5000	10000
78		E-BOX 16P-F wiring harness	TU4017002-S2	2	5	10
79		Charge Power Harness	TU4011002-S2	2	5	10
80		PDU 24V+	TU4011005-S2	2	5	10

81	Accessories	camera cleaning system	2	100	200
82		novatel antenna bracket (old model with holes)	2	35	70
83		Cab rear window threading hole connector L type	2	5	10
84		Cab rear window threading line card	2	5	10
85		Cable tie 5*350	1	10	10
86		Cable tie 4*150	1	10	10
87		3M adhesive Velcro 2cm*3m	1	5	5
88		3M double-sided tape 3CM	1	5	5
89		Positioning piece 40*40	1	5	5
90		Bellows	1	40	40
91		Open self-rolling casing 25#	1	20	20
92		Braided mesh flame retardant conduit 6#	1	5	5
93		Braided flame retardant wire protection pipe 10#	1	5	5
94		Braided flame retardant wire protection pipe 16#	1	5	5
95		Cable tie 5*200	1	3	3
96		40# L-shaped aluminum angle	1	10	10
97		Chint hydraulic pliers terminal pliers	1	30	30
98		Ram Nail M6	1	1	1
99		Ram Nail M8	1	1	1
100		M6x16 bolts	1	1	1
101		M6x20 bolt	1	1	1
102		M8x20 bolt	1	1	1

103		M6, M8 gasket	1	1	1
104		cloth tape	1	2	2
105		Electrical tape black	1	2	2
106		Hexagon socket screw M6*1.6cm	1	1	1
107		M8*1.5cm inner hexagon screw	1	1	1
108		M6*1.2cm inner hexagon screw	1	1	1
109		slider	1	1	1
110		Duct tape (wide)	1	2	2
111		Crimping Tool	1	5	5
112	Fixture	Cab rear window aluminum alloy plate	2	35	70
113		Hino Novtel Mounting Bracket	2	5	10
114		Hino 40P Left Mounting Bracket Combination	2	15	30
115		Hino 40P+Radar left mounting shell combination	2	20	40
116		Hino 40P Right Mounting Bracket Combination	2	20	40
117		Hino 40P+Radar right mounting shell combination	2	20	40
118		Hino front face QT mounting bracket (LiDAR12)	2	15	30
119		Hino front face QT mounting shell	2	15	30
120		Hino Front Radar Mounting Bracket Combination	2	15	30
121		Hino Front Radar Mount Enclosure	2	15	30
122		Hino Rear Radar Left Mounting Bracket	2	10	20

123	Mounting Bracket for Hino Rear Radar		2	10	20
124	Right Mounting Bracket for Hino Rear Radar		2	10	20
125	Hino cabinet front base positioning connection plate		5	10	50
126	Hino upper left camera mounting bracket		2	20	40
127	Hino upper right camera mounting bracket		2	10	20
128	Hino upper left QT mounting bracket combination		2	30	60
129	Hino upper right QT mounting bracket combination		2	30	60
130	Hino Cabinet Tray		8	20	160
131	Hino Cabinet Tray Mounting Brackets		32	10	320
132	Hino cabinet cover combination		2	30	60
133	Hino Cabinet 7U Anpei Tray Assembly		2	15	30
134	Hino cabinet 7U installation column assembly		2	10	20
135	Fixing plate on Hino cabinet		4	10	40
136	Hino roof beam seat connecting plate - left		2	10	20
137	Hino Roof Beam Shoulder Seat Connecting Plate- Right		2	10	20
138	Hino Roof Beam Mount - Left Front		2	10	20

139	Hino Roof Beam Base - Right Front		2	10	20
140	Hino roof cross member base - left rear		2	10	20
141	Hino roof beam base - right rear		2	10	20
142	Hino cabinet. bottom rear installation base combination		2	35	70
143	Hino cabinet bottom left and right installation base combination		2	35	70
144	The front installation base at the bottom of the Hino cabinet fits together		2	30	60
145	Hino upper left mounting base		2	20	40
146	Hino upper right mounting base		2	20	40
147	Hino Kettle Mounting Bracket		4	10	40
Sum (in CNY)					50000