



VISITOR SAFETY & NON-DISCLOSURE AGREEMENT

THIS VISITOR SAFETY & NON-DISCLOSURE AGREEMENT (this “Agreement”) is entered into as of the date indicated below between Tesla Motors, Inc., a Delaware corporation (“Tesla”) and the undersigned person (the “Visitor”).

In consideration of Visitor being permitted access to Tesla facilities, Visitor hereby agrees to the terms and conditions of this Agreement to assure the protection of Tesla confidential information and the safety of the Visitor. The parties agree to the terms set forth below:

1. Definitions. “Confidential Information” means any confidential information that may be disclosed to Visitor or observed by Visitor, whether marked confidential or not, and whether disclosed in tangible form or otherwise, which may include, without limitation, trade secrets, physical samples, financial, business, sales or technical information and materials, terms of agreements, negotiations or proposals, and other information and materials that are valuable to Tesla and not publicly known. “Confidential Information” shall also include confidential information of third parties that may be disclosed by Tesla to Visitor.

2. Confidentiality. At all times, Visitor shall keep confidential and shall not use or disclose to any third party any Confidential Information. Visitor will not disclose to Tesla, or cause Tesla to use any confidential information of any other person or entity.

3. Exception. If Visitor is required to disclose Confidential Information pursuant to any request, order or requirement of a court, administrative agency, or any other governmental agency, Visitor may do so only after (a) giving Tesla immediate written notice of such order or requirement, (b) giving Tesla an opportunity to contest disclosure or seek an appropriate protective order, and (c) cooperating with Tesla to limit the disclosure of the Confidential Information to the maximum extent permissible.

4. Return of Confidential Information. Visitor will, at any time upon Tesla’s request, return all Confidential Information it may have received in written or other tangible form.

5. No Transfer of Rights. No intellectual property rights are granted to Visitor under this Agreement.

6. Safety. Visitor shall observe all safety requirements of Tesla, including wearing safety glasses where appropriate, remaining clear of areas indicated as hazardous, and otherwise take all reasonably prudent precautions.

7. Restricted Areas. Visitor shall avoid all areas marked as restricted or for “employees only,” whether marked with a sign or

marking tape, or as verbally indicated. Visitor shall wear his/her visitor badge and shall be accompanied by Visitor’s escort at all times. Visitor agrees not to take or make any pictures or recordings in any restricted areas.

8. Termination. This Agreement will remain in effect for 90 days following the Effective Date. Notwithstanding any expiration or termination of this Agreement, the obligations of Visitor under Sections 1–5 and 8–11, inclusive, of this Agreement shall survive any termination or expiration of this Agreement.

9. Attorneys’ Fees. If Tesla substantially prevails in any action brought to enforce this Agreement, it will be entitled to its costs of enforcement from Visitor, including reasonable attorneys’ fees. Visitor acknowledges that breach of this Agreement may cause Tesla immediate, irreparable harm that cannot be adequately compensated by money. Tesla may be entitled, in addition to other remedies available, to injunctive relief for any such breach without proof of actual damages or the posting of bond or other security.

10. No Relationship. This Agreement will not constitute or imply any commitment to enter into any arrangement except as expressly set forth herein. Tesla makes no warranty of any kind with respect to Confidential Information.

11. General Provisions. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements relating thereto. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect. No amendment or modification of this Agreement will be effective unless made in writing and signed by authorized representatives of the parties. This Agreement is not assignable or transferable by Visitor without the prior written consent of Tesla. The parties may execute this Agreement in counterparts, manually or electronically, which taken together shall constitute one instrument. A facsimile or other electronic copy of this Agreement shall constitute an original document for all purposes. Failure to enforce any provision of this agreement will not constitute a waiver. This Agreement is governed by the laws of California, without regard to its conflict of laws principles. The exclusive venue for any action arising out of or relating to this Agreement will be the state courts of Santa Clara County, California and the U.S. District Court for the Northern District of California.

* * *



IN WITNESS WHEREOF, the parties have executed this Agreement effective as of _____ (the "Effective Date").

VISITOR

(SIGNATURE)

(PRINT NAME)

(COMPANY AFFILIATION, if applicable)

(WHOM ARE YOU VISITING?)

TESLA MOTORS, INC.

Arnon Geshuri
VP of Human Resources

QuickBase Tools