



Applicant Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is entered into on _____,
between Tesla Motors, Inc., with its offices at 3500 Deer Creek Road, Palo Alto, California 94304 ("Tesla") and

("Applicant")

Tesla and Applicant wish to evaluate a possible employment or independent contractor relationship related to electric vehicles and/or powertrain technologies ("Purpose"). To further this Purpose, Tesla may disclose confidential or proprietary information relating to its technologies, products, plans and operations. The parties agree to protect this information on the terms set forth below:

1. "Confidential Information" means confidential information that is disclosed by Tesla to Applicant and which is disclosed (a) in writing and marked or orally identified as confidential at the time of disclosure, or (b) in any other manner and identified as confidential at the time of disclosure.
2. Applicant agrees that, for a period of five years after receipt of each item of Confidential Information, it will (a) not disclose such Confidential Information to any third party but may disclose to its employees who agree to be bound by this Agreement and who must know the Confidential Information to effectuate the Purpose; and (b) not use Confidential Information except for the Purpose; and (c) protect Confidential Information with the same degree of care as it uses for its own information of like importance, but not less than reasonable care.
3. Confidential Information will not include information that Applicant can show: (a) was known to it at the time of disclosure; or (b) was publicly available or known in the industry at the time of disclosure; or (c) subsequent to disclosure, became publicly available or generally known in the industry through no fault of Applicant; or (d) is obtained from a third party having no obligation of confidentiality; or (e) is independently developed by Applicant without reference or access to the Confidential Information.
4. If Applicant is required by government mandate to disclose the Tesla's Confidential Information, Applicant may do so, after giving Tesla reasonable notice prior to any disclosure, and Applicant must limit the disclosure to the maximum extent permissible.
5. Applicant will, at any time upon Tesla's request, return all Confidential Information it received in written or other tangible form, including all copies, and will thereafter have no right to make any use of any of the Confidential Information.
6. The only intellectual property right granted under this Agreement is the limited right of use in Section 2(b).
7. If Tesla substantially prevails in any action brought to enforce this Agreement, it will be entitled to its costs of enforcement from Applicant, including reasonable attorneys' fees. Each party 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.
8. This Agreement will not constitute or imply any commitment to enter into any business arrangement. Tesla makes no warranty of any kind with respect to its Confidential Information.
9. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements relating thereto. No modification of this Agreement will be effective unless made in writing and signed by authorized representatives of the parties.
10. This Agreement will be governed by the laws of California. Venue for any action arising out of or relating to this Agreement will be the state courts of San Mateo County, California and the U.S. District Court for the Northern District of California.
11. By signing I acknowledge and agree that I have received, read and understand the Tesla Non-Disclosure Agreement. I further agree to abide by the Agreement's terms and understand that any violation of the Agreement may result in disciplinary action, up to and including termination. I agree that my completion and submission of this e-signature shall have the same legal effect as my handwritten signature.

This Agreement is effective on the date set forth above.

Applicant

Signature: _____
Printed Name: _____
Date: _____