

Tesla Motors, Inc.

Model-S Reservation Agreement

This Tesla Model S Reservation Agreement (“Agreement”) between You (“you” or “your”), and Tesla Motors, Inc., a company incorporated under the laws of the state of Delaware with a registered office at 3500 Deer Creek Road, Palo Alto, CA 94304 (“we” “our” or “us”), is for your reservation with us of a Tesla Model S, Signature Edition or Regular Production vehicle, as indicated on the signature page (page 2) of this Agreement.

1. Reservation and Territory

You hereby confirm that you wish to reserve a Tesla Model S with us, are at least 18 years of age, and intend to take delivery of a Tesla Model S in the United States.

2. Non-Binding Reservation Payment

The reservation payment for the Tesla Model S Signature Edition is \$40,000. The reservation payment for the Tesla Model S Regular Production is \$5,000. In consideration of your signing and returning this Agreement to us, and upon receipt of the Reservation Payment (payable by check or electronic transfer in accordance with the payment instructions attached to this Agreement) for the Model S you wish to reserve, we will, subject to paragraph 6 below, assign to you a reservation sequence position on our production line for a Tesla Model S. Tesla Motors does not hold reservation payments separately or in an escrow or trust account, or pay interest on reservation payments, except to the extent required by applicable law.

This Agreement does not constitute an agreement for the sale and supply of a Tesla Model S. You are under no obligation to purchase a Tesla Model S from us, and we are under no obligation to supply you with a Tesla Model S.

If and when we notify you of the availability of a Tesla Model S and you wish to proceed with the purchase of the Tesla Model S, such purchase will be governed by a separate and legally binding agreement (“Purchase Agreement”).

The Reservation Payment is fully refundable to you should you choose to abandon your reservation prior to entering into a Purchase Agreement.

3. Effective Date

This Agreement will be entered into and effective between us and you when we receive this Agreement signed by you (in person or via email, fax, or U.S. Mail in accordance with paragraph 9 below) together with the Reservation Payment. Upon the effective date, we will activate your reservation.

4. Order Process

As the start of production of your Tesla Model S nears, we will ask you to confirm your option selections. We will also ask you to confirm where you will register and take delivery of the Tesla Model S, and to provide full details of the legal purchaser of the Tesla Model S.

We will create an order for your Tesla Model S detailing the information provided by you (“Order”), and a Purchase Agreement indicating the estimated purchase price of your Tesla Model S, taking into account the base price of the model and any options included or that you select, plus any applicable taxes, transport and delivery charges, and any other applicable fees.

We will then submit to you the Order and the Purchase Agreement.

If you wish to proceed and purchase a Tesla Model S, you must sign and return to us the Purchase Agreement. We will then commence production of your Tesla Model S and your Reservation Payment will be held as a non-refundable deposit and applied to our production costs, pursuant to the terms of the Purchase Agreement.

Approximately three (3) weeks before your Tesla Model S is ready for delivery, we will notify you that we will be requesting payment of the “Amount Due from Buyer” at delivery stated on the Purchase Agreement. We will not deliver the Tesla Model S to you until we have received full payment in cleared funds from you.

5. Deferral

If you do not wish to enter into a Purchase Agreement, you have the option to relinquish your reservation sequence position and defer to a later position to be determined by us (only one deferral is permitted). If you do not communicate your decision to us within 10 business days of notification under paragraph 4, you will automatically be granted such a deferral. If you have reserved a Signature Edition, and deferral would result in Tesla’s inability to deliver a Signature Edition vehicle to you, Tesla will notify you prior to making any such deferral.

6. Priority

We will establish your reservation sequence position in our sole discretion. We may decline or delay reservations to avoid oversubscription or as we deem appropriate in our sole discretion. If your reservation is declined, you will be notified and your Reservation Payment will be refunded.

7. Your Details

From time to time we will ask you to provide to us information so that we can perform our obligations under this Agreement. We will treat all your personal information as confidential (although we reserve the right to disclose this information in the circumstances set out below). We will keep it securely and we will fully comply with our obligations under applicable data protection or privacy law.

By reserving a Tesla Model S, you are giving us your consent to use your personal information and the other information which you provide to us so that we and other Tesla group companies can process your reservation, conduct administration and prepare the Order and Purchase Agreement. We may transfer this information to other Tesla group companies (but not to third parties) for these purposes.

From time to time, we and other Tesla group companies may contact you by mail, telephone, email, text and fax in relation to your reservation of a Tesla Model S and you agree that you will not consider any of the above as being a breach of any of your rights under any data privacy, data protection or privacy law.

You can opt-out of receiving marketing information from us at any time; you may contact us for more information. However, we will still use your information in order to process your reservation. You have a right to ask for a copy of your information (for which we charge a small fee) and to correct any inaccuracies.

8. Limitation of Liability

We make no warranty of any kind in connection with this Agreement. Under no circumstances will we be held liable for incidental, special, punitive, or consequential damages of any kind (including lost profits) arising out of your reservation or this Agreement, even if we or our representative has been advised of the possibility of occurrences which would lead to such damages. In the event we are held liable for any damages related to your reservation or this Agreement, your sole and exclusive remedy will be limited to reimbursement of the Reservation Payment paid to us. You must bring any claim or action related to these matters against us within two (2) years of any act, event, condition or omission upon which your claim or action is based.

9. Execution, Governing Law and Jurisdiction

This Agreement can be validly executed in person, by email, fax or U.S. Mail. A signed copy of this Agreement will be deemed to have been properly received by us (i) twenty-four (24) hours after an email is sent, (ii) the next business day following the date of fax with proof of successful transmission, or (iii) three (3) days after the date of depositing in the U.S. Mail. This Agreement will be governed by California law, and you and we both agree to the non-exclusive jurisdiction of the California state and federal courts.



**Tesla Motors, Inc.
Model-S Reservation Agreement**

For your own benefit and protection, you should take care to read and understand these terms before signing them. If you do not understand any of the paragraphs or matters set out in this Agreement, please ask us to explain them before you sign. The reservation payment for the **Tesla Model S Signature Edition is \$40,000.** The reservation payment for the **Tesla Model S Regular Production is \$5,000.** Please print this Reservation Agreement, check the box (below) of the Tesla Model S you desire, sign and complete the form, and e-mail, fax or mail it to us as instructed on page 3. Keep a signed copy for your files.

Tesla Model S Signature Edition

Tesla Model S Regular Production

SIGNED and Agreed by You (acting as an Individual):.....[Signature]

.....[Print Name]

.....[Address]

.....[Address]

.....[Address]

.....[E-mail][Telephone][Fax]

SIGNED by an authorized signatory for and on behalf of You (acting as a company or other entity):

.....

[Signature]

[Print Name]

.....[E-mail][Telephone][Fax]

Name of Company:.....

Address of Company:

.....

.....

.....

Company Registration Number:.....

Company VAT No:.....



**Tesla Motors, Inc.
Model-S Reservation Agreement**

Documentation Instructions & Bank Account Details for TM Inc Reservation Payment

1. Fax or email a signed copy of the Agreement to:

Fax: (650) 681-5101
E-mail: reservations@teslamotors.com

OR

Mail the original signed copy of the Agreement to: Tesla Motors Reservations
3500 Deer Creek Road
Palo Alto, CA 94304

2. Submit electronic payment instructions to your bank.
(Please include customer name on the electronic payment instructions and, if you made an online reservation, please reference the name you provided in your online reservation to ensure proper application of your funds).

Reservation Payment to:

Beneficiary's name: Tesla Motors, Inc
City National Bank
2001 N. Main Street
Suite 200
Walnut Creek, CA 94596

Routing No.: 122016066

Account No.: 441003447

