



Visitor Safety & Non-Disclosure Agreement

Tesla Contact: _____

This Visitor Safety & Non-Disclosure Agreement (“NDA”) is entered into by Tesla, Inc. (“Tesla”) and the undersigned person (“Visitor”) as of the date of Visitor’s first access to a facility of Tesla or an Affiliate (“Facility”). In consideration of Tesla’s permission for Visitor to access the Facility and the promises herein, both parties hereby agree to the terms of this NDA.

1. Access to Facility. Visitor’s access or continued access to the Facility is at Tesla’s sole discretion. Tesla may require Visitor to leave at any time or for any reason, in Tesla’s sole discretion. Tesla’s permission for Visitor to access the Facility is subject to and conditioned on Visitor’s compliance with this NDA.
2. Confidential Information. “Confidential Information” means any confidential information of Tesla, an Affiliate, or a Tesla third party business partner that is disclosed to, observed by, or otherwise obtained by Visitor in connection with a visit to the Facility, whether marked confidential or not and whether disclosed in tangible form or otherwise.
3. Affiliates. “Affiliate” means an entity which either controls or is controlled by Tesla or is under common control with Tesla, where “control” means the power to direct or cause the direction of an entity’s management and policies through ownership or control of at least 50% of its voting securities or ownership interest.
4. Confidentiality. Visitor shall not use or copy Confidential Information for any reason other than, if applicable, to fulfill a business relationship with Tesla, an Affiliate, or a Tesla business partner. Visitor shall not disclose Confidential Information to any individual or third party and shall use reasonable care to protect Confidential Information against such disclosure. If Visitor suspects or becomes aware of any unauthorized use, copying, or disclosure of Confidential Information, Visitor shall immediately notify Tesla and cooperate with Tesla to investigate and mitigate any adverse effects therefrom. If Visitor is required by law to disclose Confidential Information, such disclosure will not be deemed a breach of this NDA if Visitor has promptly notified Tesla in writing of the required disclosure, given Tesla an opportunity to contest disclosure or seek an appropriate protective order, and cooperated with Tesla to limit the disclosure to the maximum extent permissible. A disclosure which complies with a Federal Acquisition Regulation permitting disclosures to the government concerning government contracts will not be deemed a breach of this NDA. Visitor is hereby given notice of the immunity set forth in 18 U.S.C. § 1833(b).
5. Third Party Information. Visitor will not disclose to Tesla or an Affiliate, or cause Tesla or an Affiliate to use, any confidential or proprietary information of any other person or entity.
6. No Relationship. This NDA will not constitute or imply any commitment to enter into any arrangement except as expressly set forth herein. Tesla disclaims any and all representations, warranties, or assurances concerning the Confidential Information.
7. No Publicity. Visitor shall not make any public disclosures relating to the Facility, Visitor’s visit, or the existence of this NDA, without Tesla’s prior written consent. Visitor acknowledges that this Section 7 is an essential provision of this NDA.
8. No Recordings By Visitor. Visitor may not make recordings in or of the Facility or its grounds, contents, and personnel, including but not limited to photographs, videos, sound recordings, drawings, and written descriptions (each, a “Recording”). All Recordings are works made for hire for Tesla and are Confidential Information. If any Recording is not deemed a work made for hire, Visitor hereby assigns to Tesla all right, title, and interest in and to that Recording. Visitor consents to Tesla’s confiscation, search, unlocking, and inspection of all devices, data, bags, and other items in Visitor’s possession during the visit which Tesla reasonably believes are capable of making, storing, or concealing a Recording (each, a “Device”). Tesla may require that any data or item which Tesla reasonably believes to be or to contain a Recording be surrendered to Tesla or deleted before Visitor removes any Device from the Facility. Visitor consents to Tesla’s confiscation and retention of Devices until Tesla has removed or deleted all Recordings or verified that the Device does not contain a Recording and to Tesla’s removal or deletion of data or items from any Device which Tesla reasonably believes may contain a Recording. Visitor acknowledges that this Section 8 is an essential provision of this NDA.
9. Consent to Recordings of Visitor. Tesla may make Recordings in or around the Facility which depict Visitor, including Visitor’s face, voice, or likeness. Visitor consents to Tesla’s creation, use, and publication of such Recordings and information derived from them for any purpose without any compensation, credit, or notice to Visitor. Tesla may also make Recordings of Visitor’s photo ID for identity verification and may collect, store, and use information on the ID for security and audit purposes and to contact Visitor for any purpose.
10. Return of Confidential Information. Upon Tesla’s request, Visitor will immediately deliver to Tesla all Confidential Information in any tangible form.
11. No Transfer of Rights. No intellectual property rights or rights of use are granted or licensed to Visitor under this NDA.
12. Safety. Safety is a core value of Tesla. Visitor shall comply with all safety requirements, including the use of any personal protective equipment. Visitor acknowledges and assumes the risk of visiting the Facility, which includes manufacturing, research & development, and other operations.
13. Waiver. To the maximum extent permitted by law, Visitor hereby waives on behalf of Visitor and Visitor’s heirs, successors, and assigns, any and all claims against Tesla, Affiliates, and their respective officers, directors, agents, and employees for injury, accident, illness, death, or loss or damage to property occurring during or by reason of Visitor’s visit to the Facility. Visitor acknowledges that this Section is an essential provision of this NDA.



14. **Restricted Areas and Information.** Visitor shall follow all security procedures and requirements at the Facility. At all times within the Facility, Visitor shall prominently wear the badge that Tesla issues to Visitor, be accompanied by Visitor’s Tesla escort, and follow instructions of Tesla personnel. Visitor shall avoid areas marked or verbally indicated as restricted (such as “employees only” areas), unless Visitor is escorted by a Tesla escort. If Tesla has contracted in writing for Visitor to perform work that requires access to a restricted area for an extended period of time, Tesla may allow Visitor to work in that area during the time required to perform the work without a Tesla escort being physically present the entire time; in that event, Visitor may access that restricted area without a Tesla escort during the time and to the extent expressly permitted by the Tesla manager supervising the work. Visitor may not access, download, view, or otherwise observe any information, files, or other items other than as specifically instructed by Tesla.

15. **Foreign Trade Zone.** Visitor acknowledges that the Facility, and other Tesla or Affiliate facilities (including facilities in Texas, California, Nevada, and New York) may be administered by U.S. Customs and Border Protection as a U.S. Foreign Trade Zone, and removal of materials from such Facilities may be a federal crime punishable by up to 10 years in prison, a \$250,000 fine, or both. (18 U.S.C. §§ 549, 3571)

16. **Enforcement.** If Tesla or an Affiliate substantially prevails in any action to enforce this NDA, it shall recover its costs of enforcement from Visitor, including reasonable attorney fees. Visitor acknowledges that breach of this NDA will cause Tesla and, if applicable, Affiliates, immediate, irreparable harm that cannot be adequately compensated by money. In addition to other remedies, for any breach or threatened breach, Tesla and Affiliates will be entitled to injunctive relief without proof of actual damages or the posting of bond or other security.

17. **Termination.** This NDA will terminate 90 days after the last date of Visitor’s access to the Facility. Visitor’s obligations under Sections 1–11, 13, and 16–18 will survive any termination of this NDA.

18. **General Provisions.** This NDA constitutes the entire agreement between the parties, and between Visitor and Affiliates, with respect to its subject matter and supersedes all prior agreements or understandings relating thereto. No amendment or modification of this NDA will be effective unless made in writing and signed by an authorized representative of each party. If any provision of this NDA is held invalid by a court of competent jurisdiction, it will be severed, and the remainder of this NDA shall remain in full force and effect and will be construed to the extent possible to effectuate the parties’ intent. Visitor may not assign or transfer this NDA or delegate any duties under this NDA without Tesla’s prior written consent, and any attempt to do so shall be void. The parties may execute this NDA in counterparts, manually or electronically, which taken together shall constitute one instrument. A copy of this NDA stored or made electronically shall constitute an original document for all purposes. Failure to enforce any provision of this agreement will not constitute a waiver. This NDA is written in the English language, and the English version shall prevail over any translation thereof. This NDA is governed by the laws of the county, state, and country specified below Tesla’s signature, in each case without regard to conflict of laws principles. The exclusive venue for any action arising out of or relating to this NDA will be the state, federal, or regional courts for the location specified below Tesla’s signature.

If Visitor signs this NDA without modification at the Facility and Tesla does not countersign it, Tesla will be deemed to ratify and enter into this NDA by permitting the Visitor to enter the Facility, effective upon Visitor’s first entry into the Facility.

VISITOR

(Signature)

(Print Name)

(Date)

(Company affiliation, if applicable)

TESLA, INC.

(Signature)

(Print Name)

(Date)
Governing Law: <u>Texas</u>
Venue: <u>Travis County, Texas</u>