



Model S Reservation Agreement

This Model S Reservation Agreement between the person or entity identified below as **you** and Tesla Motors Canada Inc., a corporation located at 50 Queen Street North, Suite 1020, Kitchener, Ontario N2H 6M2, identified below as **we** or **us**, is for your reservation of a Model S vehicle with us. The fact you enter into this Agreement with us will not affect your delivery location.

1. Reservation

By entering into this Model S Reservation Agreement you hereby confirm that you wish to reserve a Model S with us.

2. Nature of Agreement; Non-Binding Reservation Payment

The **Reservation Payment** is fully refundable by us to you at any time (for example, if you choose to abandon your reservation, or if we decline to maintain you as a reservation holder). This Agreement does not constitute an agreement for the sale of a Model S and does not lock in pricing, a production slot, or an estimated delivery date. You are under no obligation to purchase a Model S from us, and we are under no obligation to supply you with a Model S or any other vehicle. If and when we notify you of the availability of a Model S and you wish to proceed with the purchase of a Model S, such sale and purchase will be governed by a separate and legally binding **Purchase Agreement** between you and us or between you and another authorized Tesla dealer (**Tesla**).

3. Effective Date; Reservation Process

This Agreement is formed and becomes effective when we receive both your: (1) validly executed Agreement and (2) Reservation Payment in the amount stated in clause 2 of the "Instructions and Bank Accounts for Reservation Payments" on page 3 of this Agreement. You may execute this Agreement by either: (i) hand-delivering or sending a signed Agreement to us by facsimile, email or prepaid post; or (ii) by acknowledging and accepting this Agreement online. We will be deemed to have received your Agreement (a) on actual receipt via physical or online means; (b) the next business day following the date of email as a pdf or by facsimile with proof of successful transmission, or (c) seven working days after the date of posting. You may make your Reservation Payment by PayPal or credit card, or by bank cheque or electronic transfer in accordance with the payment instructions that are attached to this Agreement or provided to you online. Once this Agreement becomes effective, you will be placed on the Model S reservations list and will receive communications about the Model S program.

4. Order Process

When the start of production of your Model S nears, we will ask you to confirm your option selections and to provide full details of the legal purchaser of the Model S. Tesla will create an order for your Model S containing the information provided by you, and a Purchase Agreement indicating the estimated purchase price of your Model S, taking into account the base price of the model and any options included or that you select, plus any applicable taxes, duties, transport and delivery charges, and any other applicable fees. Tesla then will submit to you the order and the Purchase Agreement. If you wish to proceed and purchase the Model S, you must sign and return the Purchase Agreement together with any amounts that are then required to be paid. Production of your Model S will then be commenced and your deposit payable under the Purchase Agreement will be held by Tesla as a non-refundable deposit (to the extent permitted by applicable law). At the time you enter into the Purchase Agreement, you may, at your sole option, notify us that you would like to take your Reservation Payment and apply it to your deposit. These procedures may be subject to change.

5. Purchase Price

The purchase price for the Model S has not yet been determined.

6. Deferral and Non-Transferability

If you do not wish to enter into a Purchase Agreement at the time that you are contacted by Tesla, 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 ten (10) days of notification under paragraph 4, you will automatically be granted such a deferral. This Agreement is not transferable or assignable to another party without the prior written approval of a Tesla authorized representative.

7. Priority

We will establish your reservation sequence position in our sole discretion. We may decline reservations to avoid over-subscription 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.

8. Your Details

From time to time we will ask you to provide information so that we can perform our obligations under this Agreement. The personal information that we collect from you will include the information provided in the signature page of this Agreement or online when you complete the reservation process. We will treat all your personal information as confidential (though 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 and privacy laws. You hereby give us your consent to use your personal information and other information which you provide so that we can process your reservation and conduct administration), so that Tesla can prepare the order and Purchase Agreement, and we and Tesla may inform you of any marketing information. We may share this information with Tesla Motors Canada Inc. and other group companies (but not with third parties) for these purposes. From time to time, we and other Tesla Motors, Inc group companies may contact you by mail, telephone, email, text and fax for the above purposes 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 and you may contact us for more information. However, we will still use your information to process your reservation. You may ask for a copy of your information (for which we may charge a fee) and you may correct any inaccuracies. We will be the responsible party for the management of your personal information. If you wish to make a request with regard to your personal information, please call international number +1 888 518 3752 or visit our website at www.teslamotors.com/about/privacy.

9. Limitation of Liability

To the maximum extent permitted by applicable law, we make no warranty of any kind in connection with this Agreement or its subject matter. Under no circumstances will we be held liable for any indirect or consequential loss or damage, including any and all (a) loss of opportunity (including loss of contract or right to offer or tender); (b) lost opportunity cost; (c) loss of business; (d) reduction or damage to goodwill; (e) damage to name or reputation; (f) loss or corruption of data, and regardless of whether any or all of these circumstances are considered to be indirect or consequential losses or damage, in contract, tort (including negligence), under any statute or law or otherwise arising out of our breach of this Agreement, even if we or Tesla has been advised of the possibility of occurrences which would or might lead to such loss or damages. If 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.

10. Acknowledgments You understand that Tesla Motors Canada Inc. has not yet completed the development of the Model S and, at the present time, is not manufacturing the Model S. You also acknowledge that, if you purchase a Model S, the Model S may not be delivered to you until 2012 or later. We shall hold your Reservation Payment separately or in an escrow or trust account to the extent required by law.

11. Governing Law and Jurisdiction This Agreement is governed by the laws of the Province of Ontario without regard to its conflict of laws provisions. Both parties consent to the exclusive jurisdiction of the Province of Ontario and its Courts.

