



This document entitled "Tesla Model S Reservation Agreement" ("Agreement") between the person identified below as "You" ("you" or "your"), and Tesla Motors Australia, Pty Ltd ACN 142 889 816, with its registered office at 'Aurora Place', Level 19, 88 Phillip Street, Sydney NSW 2000 ("we", "our" or "us"), is for your reservation with us of a Model S vehicle.

1. Reservation and Territory

You hereby confirm that you wish to reserve a Model S with us, you are at least 18 years of age, and you intend to take delivery of a Model S vehicle in New South Wales, Australia.

2. Non-Binding Reservation Payment

The reservation payment for the Model S is indicated on the signature page (page 2) of this Agreement ("Reservation Payment"). In consideration of your signing and returning this Agreement to us, and on receipt by us of the Reservation Payment (payable by bank cheque or electronic transfer in accordance with the payment instructions attached to this Agreement), you will be placed on the Model S reservations list for a Model S vehicle and will receive communications about the Model S program and availability. We will not hold the Reservation Payment separately or in an escrow or trust account, or pay interest on the Reservation Payment, except to the extent required by applicable law.

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 vehicle 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 agreement between you and us ("Purchase Agreement").

The Reservation Payment is fully refundable by us to you should you choose to abandon your reservation, or we decline to supply you with a Model S, prior to entering into a Purchase Agreement.

3. Effective Date

This Agreement is formed and is binding on us and you when we receive this Agreement signed by you (in person or via email, fax or prepaid post, in accordance with clause 9 below) together with the Reservation Payment in accordance with clause 2. We will then activate your reservation.

4. Order Process

As the start of production of your Model S nears, we will ask you to confirm your option selections. You will take delivery of the Vehicle in the State noted at clause 1 (and you may need to register the Vehicle in another Territory or State depending on where it will be based and used). We will also ask you to provide full details of the legal purchaser of the Vehicle.

We will create an order for your Vehicle detailing the information provided by you ("Order"), and a Purchase Agreement indicating the estimated purchase price of your Vehicle, 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.

We 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 to us the Purchase Agreement together with any deposit or like amount that is then required to be paid. We will then commence production of your Model S and your Reservation Payment and/or any deposit payable under the Purchase Agreement will be held by us as a non-refundable deposit and applied to our production costs.

5. Purchase Price

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

6. Deferral

If you do not wish to enter into a Purchase Agreement, you may discuss with us whether or not you are required to relinquish your reservation sequence position and defer to a later position or bring this agreement to an end.

7. 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.

8. 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 and privacy laws.

You hereby give us your consent to use your personal information and the other information which you provide to us so that we and other Tesla Motors, Inc group companies can process your reservation, conduct administration and (if appropriate) prepare the Order and Purchase Agreement. We may transfer this information to these other group companies (but not to 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 in relation to your reservation of a Vehicle 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 in order to process your reservation. You have a right to ask for a copy of your information (for which we may charge a small fee) and to correct any inaccuracies. We will only use your personal information in compliance with the *Privacy Act 1988* and our Privacy Policy, a copy of which will be provided to you on request.

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) 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 things 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 your reservation or this Agreement, even if we or our representative 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 has not yet completed the development of the Model S and, at the present time, has no manufacturing facilities to build 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. Tesla will not hold your reservation payment separately or in an escrow or trust fund or pay any interest on reservation payments, except to the extent applicable law requires Tesla to do so.

11. Execution, Governing Law and Jurisdiction

This Agreement must be validly executed by you and hand delivered or sent to us by facsimile, email or prepaid post. It will be deemed to have been properly received by us (i) on actual receipt; (ii) the next business day following the date of email as a pdf or by facsimile with proof of successful transmission, or (iii) two working days after the date of posting (or seven working days if posted outside of Australia). This Agreement will be governed by the laws of New South Wales, and you and we both agree to the non-exclusive jurisdiction of the courts of New South Wales.



For your own benefit and protection, you should carefully read and understand this Agreement before signing it. If you do not understand any of the clauses or matters set out in this Agreement, please ask us to explain them or obtain legal or other appropriate advice (which has regard to your particular circumstances) before you sign.

Please print this Reservation Agreement, sign and complete the form and fax or mail it to us as instructed on page 3. Keep a signed copy for your files.

The reservation payment for the Model S is AUD\$6,000.00.

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

.....[Print Name]

.....[Address]

.....[Address]

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

SIGNED by a duly authorised 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:

.....

Australian Business Number / Australian Company Number:.....



Documentation Instructions & Bank Account Details for Reservation Payment

1. Fax or email (in pdf format) a signed copy of the Agreement to:

Fax: U.S.A. tel +1 (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 Australia
Bank's Name: HSBC Bank Australia Limited
Bank's Address: 28 Bridge Street, Sydney, NSW 2000
Branch Name: Sydney Exchange Centre
Swift Code: HKBAU2S
BSB: 342 - 011
Account Name: TESLA MOTORS AUSTRALIA
Account Number: 140415-001
Account Type: AUD Business Cheque Account