

NON-EMPLOYMENT, NON-DISCLOSURE, INVENTION ASSIGNMENT, AND ARBITRATION AGREEMENT

As a condition of my assignment to Tesla, Inc., its subsidiaries, successors or assigns (together “**Tesla**” or “**the Company**”), who is being provided services by my employer, Belcan, LLC (“**Supplier**”), I agree to the following provisions of this Non-Employment, Non-Disclosure, Invention Assignment and Arbitration Agreement (this “**Agreement**”):

1. **NON-EMPLOYMENT WITH TESLA.** I understand and acknowledge that my assignment to Tesla does not create an employment relationship with Tesla. I also understand that any representation to the contrary is unauthorized and not valid unless with Tesla’s express, prior, written consent. Such consent on behalf of Tesla may be granted only by a member of Tesla’s Executive Team or one of their designees. I agree and acknowledge that, for the duration of my assignment by Supplier to the Company, I will not make any representation identifying myself as an employee of the Company. As a condition of my assignment to the Company, I agree that I will not represent in any future claim, litigation, or arbitration, that my assignment to the Company created an employment relationship.

I also agree that to the extent I have any questions, concerns or complaints about my wages, conditions or terms of employment, I will raise them directly with Supplier, my employer. Because the Supplier is my employer, I acknowledge that I am required to report all job-related injuries or illnesses to the Supplier.

Policies. Even though the Supplier is my employer, I agree to comply with both the Supplier and Tesla’s rules of conduct, including but not limited to: the Anti-Discrimination and Anti-Harassment Policies (attached hereto as Exhibit C), any safety policies (including wearing appropriate PPE), drug and alcohol policies, other workplace policies and codes of business conduct. If I experience any discrimination or harassment by someone who is also employed by the Supplier, I agree to raise those concerns with the Supplier. If I experience any discrimination or harassment by an employee of Tesla or a contractor of another company, I agree to raise those concerns to both the Supplier and Tesla. I agree that if I notice any safety concerns during my assignment on Tesla property I will immediately report them to Tesla at ehs@tesla.com.

2. **PROPRIETARY INFORMATION.** At all times during my contractor relationship and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of Tesla’s Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with and to fulfill my work for Tesla, or unless an officer of Tesla has expressly authorized such in writing. “**Proprietary Information**” means all information, in whatever form and format, to which I have access by virtue of and in the course of my contractor assignment with Tesla. Proprietary Information includes without limitation technical data, trade secrets, know-how, research and development, products, features, concepts, ideas, plans, designs, formulas, methods, processes, discoveries, improvements, source and object codes, data, programs, lists of or information relating to, employees, suppliers, and customers, financial information and other business information, Inventions, and works of authorship. Notwithstanding the foregoing, Proprietary Information excludes any information that is or lawfully becomes part of the public

domain. I agree that, in any dispute related to this Agreement, I will bear the burden of proving by clear and convincing evidence the applicability of this exclusion. This Agreement supplements, and does not supersede or diminish, any rights Tesla may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

3. **ASSIGNMENT OF INVENTIONS.**

3.1 **Proprietary Rights.** The term “Proprietary Rights” means all forms intellectual property rights worldwide, including all rights in (a) patents, patent applications, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, Internet domain names, and registrations and applications for the registration for any of them, together with all goodwill associated with any of them, (c) copyrights and copyrightable works (including computer programs and mask works) and registrations and applications for registration, (d) trade secrets, know-how, and other confidential or proprietary information, (e) waivable or assignable rights of publicity and waivable or assignable Moral Rights, (f) unregistered and registered design rights and any applications for registration and (g) database rights.

3.2 **Moral Rights.** The term “Moral Rights” means any rights to claim authorship of or credit on any Company Inventions (defined below), to object to or prevent the modification or destruction of any Company Inventions, or to withdraw from circulation or control the publication or distribution of any Company Inventions, and any similar right, existing under judicial or statutory law of any country or subdivision thereof in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral right.”

3.3 **Inventions.** The term “Inventions” means any idea, concept, discovery, invention, development, research, technology, work of authorship, trade secret, software, firmware, content, audiovisual material, tool, process, technique, know-how, data, plan, device, apparatus, specification, design, prototype, circuit, layout, mask work, algorithm, program, code, documentation, or other material or information, tangible or intangible, whether or not it may be patented, copyrighted, trademarked, or otherwise protected (including all versions, modifications, enhancements, improvements, and derivative works thereof).

3.4 **Prior Inventions.** I have set forth on **Exhibit A, PRIOR INVENTIONS DISCLOSURE**, to this Agreement a complete list of all inventions that I have, alone or jointly with others, conceived, developed, or reduced to practice prior to the commencement of my contract relationship with Tesla, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement

(collectively referred to as “Prior Inventions”). If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my contract relationship with Tesla, I incorporate a Prior Invention into a Company product, process, or machine, Tesla is hereby granted a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use, copy, distribute, import, offer to sell, and sell such Prior Invention. I represent to Tesla that I own sufficient rights to make the grant in the preceding sentence. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without Tesla’s prior written consent. This provision shall not apply to an invention that you developed entirely on your own without using Supplier’s or Tesla’s equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) related at the time of conception or reduction to practice of the invention to Supplier’s or Company’s business, or actual or demonstrably anticipated research or development of the Supplier or Tesla, or (2) result from any work performed by you for Supplier or Tesla.

3.6 Assignment of Inventions. I hereby assign to Tesla all my rights, titles and interests, including Proprietary Rights, in and to any and all Inventions that (i) are developed using equipment, supplies, facilities, trade secrets, or Proprietary Information of Tesla, (ii) result from work performed by me for Tesla, or (iii) relate at the time of conception or reduction to practice of the invention to Tesla’s business, or actual or demonstrably anticipated research and development of Tesla (the “Company Inventions”). I hereby irrevocably transfer and assign, to Tesla all Proprietary Rights and Moral Rights in or with respect to any Company Inventions. I forever waive and agree never to assert any and all Moral Rights I may have in or with respect to any Company Inventions, even after termination of my work on behalf of Tesla.

3.7 Obligation to Keep Company Informed. During the period of my contractor relationship and for twelve (12) months after the termination of my contractor relationship with Tesla, I will promptly and fully disclose in writing to Tesla all Inventions authored, conceived, or reduced to practice by me, either alone or jointly with others, in connection with, derived from, or as a result of the contract work performed by me during my contractor relationship with Tesla, or any Proprietary Information to which I had access during or as a result of my contractor relationship with Tesla. In addition, I acknowledge and agree that all patent applications for such Inventions that are filed by me or on my behalf, whether during my contract relationship or after my contract relationship, are subject to this Agreement, and are hereby assigned by me to Tesla.

3.8 Notice to Third Parties. During and after the term of my contractor assignment, Tesla may, with or without prior notice to me, notify third parties of my agreements and obligations under this Agreement. I understand and agree that I have no confidentiality interest in this Agreement or its subject matter.

3.9 Assistance. I agree to assist in every proper way and to execute those documents and to take such acts as are

reasonably requested by Tesla to obtain, sustain, and from time to time enforce patents, copyrights, and other rights and protections relating to Company Inventions in the United States or any other country. My obligations under this paragraph will continue beyond the termination of my contractor relationship with Tesla for any reason, provided that Tesla will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at Tesla’s request on such assistance.

4. RECORDS. I agree to keep and maintain adequate and current written records of all Inventions made by me during the period of my contractor relationship at Tesla, which records will be available to and remain the sole property of Tesla at all times. I will promptly disclose all such Inventions in writing to Tesla and will supplement any such disclosures to the extent Tesla may request. If I have any doubt as to whether or not to disclose an Invention to Tesla, I will disclose it.

5. RETURN OF COMPANY RECORDS. Upon the termination of my contracting relationship for any reason, or at such earlier time as Tesla may request, I will immediately return to Tesla all originals and copies of all Proprietary Information and other property of Tesla in my possession, custody or control or to which I may have access, including all records referred to in Section 4 above, regardless of the form or format of the information or property or the storage medium (e.g., internal or external hard drives, solid-state drives, USB flash drives, flash memory cards, cloud storage, or personal electronic devices).

6. NO CONFLICTING OBLIGATIONS. I represent that my performance of this Agreement and as a contractor of Tesla does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my contracting relationship with Tesla. Without limiting the foregoing, I agree that during my contractor relationship with Tesla I will not improperly use or disclose any confidential information or trade secrets of any person to whom I have an obligation of confidentiality such as a former employer or contractor; I will not bring onto the premises of Tesla any unpublished documents or any property belonging to any person to whom I have an obligation of confidentiality unless consented to in writing by that person; and I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, is common knowledge in the industry or otherwise in the public domain, or is otherwise provided or developed by Tesla. I have not entered into and will not enter into any agreement or understanding, either written or oral, in conflict with my obligations to Tesla.

7. LEGAL AND EQUITABLE REMEDIES. I acknowledge and agree that violation of this Agreement by me will cause Tesla irreparable harm for which monetary damages would not provide an adequate remedy and that Tesla will therefore have the right to enforce this Agreement and any of its provisions by injunction, specific performance, or other equitable relief, without proof of actual damages or the posting of any bond or other security, and without prejudice to any other rights and remedies that Tesla may have for a breach of this Agreement.

8. NOTICES. Any notices required or permitted hereunder

shall be given to the appropriate party at Tesla's corporate headquarters or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or, if sent by certified or registered mail, three (3) days after the date of mailing.

9. **CONTRACTOR RELATIONSHIP.** I understand and agree that nothing in this Agreement shall confer any right with respect to continuation of contractor relationship, nor shall it interfere in any way with my right or Tesla's right to end my contractor relationship at any time, with or without cause.

10. **NON-SOLICITATION.**

10.1 During and after the termination of my contract with Tesla, I will not directly or indirectly solicit or otherwise take away customers or suppliers of Tesla if, in so doing, I use or disclose any of Tesla's trade secrets.

10.2 I acknowledge that Tesla has invested, and will continue to invest, significant time and money to recruit and retain its employees. I recognize that in the course of my contractor relationship I have obtained or will obtain valuable information about Tesla's employees and contractors, and their respective talents and areas of expertise.

10.2.1 I agree that during the term of my contractor relationship and for twelve (12) months thereafter, I will not directly or indirectly, for my own account or for others, solicit (or assist another in soliciting) for employment or for the performance of services any Company employee or contractor with whom I had contact or of whom I became aware during the period of my contractor relationship. Nor will I, for my account or for others, in any way induce or attempt to induce any such individual to terminate his or her employment by or performance of services for Tesla.

10.2.2 During and after the termination of my contractor relationship with Tesla, I will not directly or indirectly hire or otherwise take away any of Tesla's employees (as an employee or an independent contractor) if, in so doing, I use or disclose any of Tesla's trade secrets, including without limitation the non-public names and addresses of Tesla's employees and/or other confidential information related to them, including their skills, experience, current projects or assignments for Tesla and specialized experience in Company technology and Inventions.

11. **18 U.S.C. § 1833 Notice.** I have been given notice of the immunity provided by 18 U.S.C. § 1833(b)(1), which provides:

IMMUNITY. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

12. **CONFLICT OF INTEREST GUIDELINES.** I agree to diligently adhere to all policies of Tesla applicable to contractors, including Tesla's insider's trading policies and the Conflict of Interest Guidelines attached as Exhibit B hereto, which may be revised from time to time during my contractor assignment.

13. **AGREEMENT TO ARBITRATE.** To ensure the rapid and economical resolution of disputes that may arise in connection with your assignment at Tesla, you, Tesla and Supplier agree that any and all disputes, claims, or causes of action, in law or equity, arising from or relating to your assignment, or the end of your assignment at Tesla, will be resolved, to the fullest extent permitted by law by final, binding and confidential arbitration in your city and state of employment conducted by a mutually agreed upon arbitrator. If the parties cannot mutually agree upon an arbitrator, the arbitration will be conducted through Judicial Arbitration and Mediation Services/Endispute, Inc. ("JAMS"), or its successors, under the then current rules of JAMS for employment disputes (available at <https://www.jamsadr.com/rules-employment-arbitration/>); provided that

- (a) any claim, dispute, or cause of action must be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding; and
- (b) the arbitrator shall have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and
- (c) the arbitrator shall not have the authority to consolidate the claims of other employees and shall not have the authority to fashion a proceeding as a class or collective action or to award relief to a group or class of employees in one arbitration proceeding; and
- (d) the arbitrator shall issue a written arbitration decision including the arbitrator's essential findings and conclusions and a statement of the award; and
- (e) both you and Tesla shall be entitled to all rights and remedies that you or Tesla would be entitled to pursue in a court of law; and
- (f) Tesla shall pay all fees in excess of those which would be required if the dispute was decided in a court of law.

Nothing in this agreement is intended to prevent either you, Supplier, or Tesla from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Notwithstanding the foregoing, you, Supplier, and Tesla each have the right to resolve any issue or dispute arising under the Proprietary Information and Inventions Agreement by Court action instead of arbitration.

Arbitrable claims do not include, and this Agreement does not apply to or otherwise restrict, administrative claims you may bring

before any government agency where, as a matter of law, the parties may not restrict your ability to file such claims (including discrimination and/or retaliation claims filed with the Equal Employment Opportunity Commission and unfair labor practice charges filed with the National Labor Relations Board). Otherwise, it is agreed that arbitration shall be the exclusive remedy for administrative claims.

14. GENERAL PROVISIONS.

14.1 Tesla, Supplier and their Affiliates are intended third-party beneficiaries of this agreement. There are no other third-party beneficiaries of this Agreement other than Company and their Affiliates. It is expressly agreed to and understood by the parties that this Agreement confers rights and remedies upon Tesla, Supplier and their Affiliates, including the right to enforce the terms of the Agreement. I understand and agree that my breach of this agreement may aggrieve, injure, and damage Tesla, Supplier and their Affiliates. “**Affiliate**” means with respect to an entity, any other entity or person controlling, controlled by, or under common control with, such entity. For purposes of this definition, “control” means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.

14.2 This Agreement will be governed by and construed according to the laws of the county and state in which I am assigned to work in by Supplier at Tesla. I agree to submit to the jurisdiction of, and the exclusive jurisdiction over and venue for any action or proceeding arising out of or relating to this Agreement shall lie, in the state and federal courts located in the county and state in which I am assigned to work in by Supplier at Tesla.

14.3 If any provision of this Agreement is found to be excessively broad as to duration, geographical scope, activity or subject, such provision shall be construed or reformed by limiting and reducing it to the extent required to render it enforceable under applicable law. If any provision of this Agreement is found to be invalid, illegal or unenforceable and cannot be construed so as to render it enforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Nothing in this Agreement is intended to restrict, or shall be interpreted as restricting, my right to engage in activity protected by Section 7 of the National Labor Relations Act or any other applicable state or federal law. This Agreement shall not be construed to prohibit or otherwise restrict me, as a contractor of Company from lawfully reporting wrongdoing to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information under any procurement contract.

14.4 My obligations under this Agreement will survive the termination of my contractor relationship and any assignment of this Agreement by Tesla to any successor in interest or other assignee. I am prohibited from assigning any of my rights or obligations under this Agreement without Company’s prior, written consent, and any attempt to do so will be void. This

Agreement will be binding upon my permitted assigns, successors, heirs, executors, administrators and other legal representatives and will be for the benefit of Tesla and its Affiliates, their successors, and their assigns. Tesla and its Affiliates may assign any of their rights or obligations under this Agreement.

14.5 No waiver by Tesla or Supplier of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by Tesla or Supplier of any right under this Agreement shall be construed as a waiver of any other right. No failure or delay by Tesla or Supplier in exercising any right will be deemed a waiver of such right, and no waiver of any right by Tesla or Supplier will be effective unless the waiver is made expressly and in writing and signed by an authorized representative of Tesla.

14.6 This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous discussions or agreements between us regarding such subject matter. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged.

14.7 Any subsequent change or changes in my contractor duties or my assignment will not affect the validity or scope of this Agreement. This Agreement shall be effective as of the first day of my contractor assignment with Tesla.

14.8 This Agreement may be executed in counterparts and by facsimile, digitally scanned signature, and or electronic signature, and each counterpart and facsimile and or electronic signatures shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

I HAVE READ THIS DOCUMENT CAREFULLY (INCLUDING EXHIBITS A, B, AND C) AND I UNDERSTAND AND VOLUNTARILY ACCEPT ITS TERMS.

Signature: *Raymond Keith Dickerson*
Raymond Dickerson - 10/4/2023 6:56:28 PM UTC

Print name: Raymond Dickerson

Date: 10/4/2023

Exhibit A

TO: Tesla, Inc.

FROM: _____

DATE: 10/4/2023

SUBJECT: Prior Invention

1. **Except as listed in Section 2 below**, the following is a complete list of all inventions or improvements that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by Tesla:

☐ Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

	Invention or Improvement	Party(ies)	Relationship
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

☐ Additional sheets attached.

***** WARNING** - If you sign (or eSign) this document and do **not** fill in anything in sections 1 or 2 on Exhibit A, we assume that you do not have any inventions.

Exhibit B

CONFLICT OF INTEREST GUIDELINES

It is Tesla's policy to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees, and independent contractors must avoid activities that are in conflict, or give the appearance of being in conflict, with these principles and with the best interests of Tesla as long as they maintain an active relationship with Company. The following is a non-exhaustive list and does not serve to modify or displace the obligations Tesla's employees and independent contractors may owe to Tesla under applicable statutory or common law. The following are potentially compromising situations that must be avoided:

1. Revealing proprietary information to outsiders or misusing proprietary information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to Tesla is intended. (The Non-Employment, Non-Disclosure, Invention Assignment, and Arbitration Agreement elaborates on this principle, is a binding agreement, and is controlling on this subject.)
2. Accepting or offering substantial gifts, excessive entertainment, favors, or payments that may be deemed to constitute undue influence or otherwise be improper or embarrassing to Tesla.
3. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or where there is or appears to be a personal or social involvement influencing such decisions.
4. Initiating or approving any form of personal or social harassment of employees, contractors, vendors, or customers.
5. Investing in or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of Tesla.
6. Borrowing from or lending to employees, customers, or suppliers.
7. Acquiring real estate of interest to Tesla.
8. Improperly using or disclosing to Tesla any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
9. Making any unlawful agreement with distributors with respect to prices.
10. Improperly using or authorizing the use of any inventions that are the subject of patent claims of any other person or entity.

Each officer, employee and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy may result in discharge without warning.

Exhibit C

Policy Against Discrimination & Harassment in the Workplace

At Tesla we believe it's essential to provide all employees with a respectful and safe working environment. As a result, we don't tolerate discrimination, harassment or any mistreatment of employees in the workplace or work-related situations, whether based on a protected class under applicable law or otherwise.

Because the intent of this Policy Against Discrimination & Harassment (the "Policy") is to deter conduct that is unwanted, unreasonable, and demeaning, Tesla may consider an employee's conduct to be in violation of this Policy even if it falls short of unlawful conduct under applicable law. When determining whether conduct violates this Policy, we consider whether a reasonable person could conclude that the conduct created an intimidating, hostile, degrading or demeaning environment.

Tesla does not consider conduct in violation of this Policy to be within the course and scope of employment and does not sanction such conduct on the part of any employee, including people managers.

This Policy applies to everyone who works for Tesla and any of its subsidiaries in the United States. Everyone – including individual contributors and people managers – is responsible for following and upholding this Policy. Additionally, we don't tolerate conduct in violation of this Policy by employees towards non-employees (e.g., contingent workers or contractors, guests, vendors, and customers), nor do we tolerate such conduct by non-employees towards employees.

For locations outside the United States, refer to your country specific policies, which are available on the Tesla intranet.

Protection Against Discrimination

Discrimination means treating people differently, whether an employee or a candidate for employment, because of a person's status in a protected class under applicable law, including: race, color, ethnic or national origin; age; religion or religious creed (or belief, where applicable); sex, including pregnancy, childbirth, breastfeeding, or related medical conditions; sexual orientation; gender, gender identity, gender expression, transgender status, or sexual stereotypes; nationality, immigration status, citizenship, or ancestry; marital status; protected military or veteran status; physical or mental disability, medical condition, genetic information or characteristics (or those of a family member); political views or activity; status as a victim of domestic violence, sexual assault or stalking; or any other basis prohibited under federal, state, or local law ("Protected Classes").

Discrimination can also occur where a requirement, qualification or factor exists that is not obviously discriminatory but results in the exclusion, restriction or preference of a person because they are a member (or are not a member) of a Protected Class.

Tesla commits to ensuring every employee and candidate for employment is free from discrimination in respect of employment or prospective employment with the Company. This applies to all phases of the employment relationship including, but not limited to, promotion, demotion, discipline, advertising, layoff, termination, compensation, selection and training.

Protection Against Harassment

Harassment, including sexual harassment, means any unwelcome verbal or physical conduct based on any protected class when:

- The behavior can reasonably be considered to adversely affect the work environment; or
- An employment decision affecting the employee is based upon the employee's acceptance or rejection of such conduct.

Examples of Sexual Harassment

- Offensive sexually-oriented verbal “kidding,” jokes, derogatory sexual comments, or abuse;
- Unwelcome expressions of a sexual nature, including comments about a person’s body, dress, clothes, or sexual activities;
- Pressure for sexual activity;
- Offensive physical contact such as touching, patting, punching, and repeated brushing against another person’s body;
- Sexually suggestive objects, pictures, recordings, or computer communications, including pornography and sexually suggestive cartoons; and
- Demand for sexual favors, accompanied by implied or overt promises of preferential treatment or threats concerning an employee’s employment status.

Sexual harassment can happen regardless of the individuals’ gender, gender identity, or gender expression and can, for example, occur between same-sex individuals as well as between opposite-sex individuals, and does not require that the harassing conduct be motivated by sexual desire.

Examples of Other Types of Prohibited Harassment

- Verbal abuse based on a person’s protected-class status;
- Visual conduct such as derogatory posters, photographs, cartoons, drawings or gestures; and
- Written communications containing statements or images that may be offensive to individuals in a protected group, such as racial, ethnic, religious, or age-based stereotypes or caricatures.

These lists of examples are not exhaustive, and there may be other behaviors that constitute unacceptable behavior under this Policy.

“I was joking” or “I didn’t mean it that way” are not defenses to allegations of harassment. Nor is being under the influence of alcohol or other substances. This Policy applies to conduct at work and at work-related social events, office parties, off-sites, and customer entertainment events. Employees are expected to be particularly careful about what they say and do in these circumstances. Harassment does not include a reasonable action taken by Tesla relating to the supervision and direction of an employee or the workplace.

You do not need to be the subject of the conduct to be negatively impacted; rather, it is sufficient for you to have personally witnessed such offensive conduct.

Protection Against Bullying

Tesla does not tolerate abusive conduct, bullying or other intimidating or aggressive behavior among employees or others covered by this Policy, whether it is based on a Protected Class or not.

Bullying can include malicious, deliberate, hurtful mistreatment of employees driven by a desire to control that involves repeated acts of humiliation, intimidation and sabotage of performance.

Examples of Bullying

- Intentionally excluding someone from normal workplace conversations and making them feel unwelcome
- Social bantering or teasing
- Verbal abuse, humiliation or constant criticism
- Yelling, shouting and screaming
- Stealing credit for work performed by others

- Threats
- Insults and behind the back put-downs
- Exclusion or isolation

This list of examples is not exhaustive, and there may be other behaviors that constitute unacceptable behavior under this Policy.

Workplace Investigation Process

As mentioned above, you can report good faith concerns to your supervisor/manager, HR Partner or through the Integrity Line.

An incident or complaint of potential or actual conduct in violation of this Policy will be investigated promptly and impartially in a manner appropriate to the circumstances. This may include an internal investigation conducted by an investigator or investigation team as determined by management, or the use of external resources.

During the investigation, Tesla may temporarily reassign, or place on administrative leave, either or both of the impacted party and individual who is the subject of the complaint or incident.

How to Participate

The investigator(s) may undertake some or all of the following procedures as deemed appropriate in the circumstances:

- Review the allegations
- Conduct interview(s) of the reporting party, impacted party, potential witnesses, the subject of the complaint, or anyone with relevant information
- Collect and review documents
- Review the workplace or sites of the incident

All persons to whom a complaint is made or who learn of a complaint as part of a Company investigation must do everything reasonably possible to keep the complaint confidential to preserve the integrity of the investigation while it is ongoing, to help to ensure fairness to all involved, and to help to protect the privacy of employees who have brought complaints or are accused of misconduct. Employees must cooperate and provide truthful information in an investigation.

Participating in a workplace investigation does not guarantee absolute confidentiality nor is it intended to curtail employee rights under the law to discuss work-related matters. Disclosure of information learned through the complaint process and the investigation will be limited to disclosures that are necessary for the Company to fulfill its legal obligations to investigate and take prompt action to end the prohibited conduct described in this Policy, including to those with a need to know.

What Happens Next

After conducting an investigation, the investigator(s) will make an objective assessment of whether there has been a violation of this Policy. If Tesla determines that an employee's conduct has violated this Policy, we will take steps to ensure the conduct is effectively addressed, and any employee found to have engaged in any such conduct may be subject to discipline, up to and including termination.

The outcome of the investigation will be reported to the impacted party and the individual who is the subject of the complaint or incident, provided they are each an employee. To protect the privacy of all individuals involved in the investigation, we may only be able to share limited information.

In addition, the Federal Equal Employment Opportunity Commission (EEOC) and local state agencies (like the California Department of Fair Employment and Housing (DFEH) in California) investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. If you think you have been harassed or discriminated against, or

that you have been retaliated against for resisting, complaining or participating in an investigation, you also have the right to file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at www.eeoc.gov. Contact information for applicable state agencies in other jurisdictions can be found on state government websites, and the EEOC may also be able to assist you in contacting any local state agency.

Protection Against Retaliation

We recognize that employees may find it difficult to raise complaints, so we have a policy meant to encourage you to come forward with your concerns in good faith without fear of retaliation. Tesla strictly prohibits any employee from retaliating against another for participating in the complaint or investigation process.

Retaliation is when someone penalizes another person for any of the following:

- Reporting what you believe in good faith to be a violation of this Policy;
- Expressing an intent to report what you believe in good faith to be a violation of this Policy;
- Assisting another employee in reporting a violation of this Policy;
- Participating in good faith in any investigation under this Policy; or
- Requesting a reasonable accommodation in good faith.

Retaliating against an employee who made a complaint or otherwise participates in the investigation process in good faith is grounds for discipline, up to and including termination.

Questions?

If you have questions about this Policy, please contact your HR Partner. If you don't know who your HR Partner is, please contact HR@tesla.com.