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18 TESLA, INC., a Texas Corporation,  
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20 Plaintiff,  
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22 v.  
23 PROCEPTION, INC, a Delaware Corporation,  
24 and ZHONGJIE “JAY” LI, an individual,  
25  
26 Defendants.

Case No. 5:25-cv-04963

**COMPLAINT FOR:**

1. **Federal Misappropriation of Trade Secrets (18 U.S.C. §§ 1836, et seq.)**
2. **State Misappropriation of Trade Secrets (Cal. Civ. Code §§ 3426, et seq.)**
3. **Tortious Interference with Contract**
4. **Quasi-Contract/Restitution**

1 Plaintiff Tesla, Inc. (“Tesla” or “Plaintiff”), by way of its Original Complaint against  
2 Defendant Proception, Inc. (“Proception”) and Defendant Zhongjie “Jay” Li (“Li”) (collectively  
3 “Defendants”) states and alleges as follows:

4 **INTRODUCTION**

5 1. Tesla is a global leader in robotics, artificial intelligence, and innovation—  
6 developing technologies that push the boundaries of what machines can do and how they can  
7 improve human life. At the center of that mission is Optimus, Tesla’s autonomous humanoid  
8 robot—one of the most sophisticated platforms of its kind, built through years of research,  
9 engineering excellence, proprietary design, and visionary ambition. Tesla’s Optimus is a general-  
10 purpose, bi-pedal robot capable of performing everyday tasks, developed to reduce the need for  
11 human labor and advance a future where intelligent machines assist people in meaningful ways.

12 2. This action arises from the unlawful acquisition, use, and/or exploitation of Tesla’s  
13 Optimus-related trade secrets by Defendant Zhongjie “Jay” Li and the start-up he co-founded,  
14 Proception, Inc. While employed at Tesla, Li worked on key components of Tesla’s Optimus—  
15 including advanced robotic hand sensors—and was entrusted with some of the most sensitive  
16 technical data in the program. In the final weeks before his departure, and knowing he planned to  
17 launch a competing robotics company, Li downloaded Optimus-related files onto two personal  
18 smartphones. Less than a week after he left Tesla, Proception was incorporated. And within just  
19 five months, Proception publicly claimed to have “successfully built” advanced humanoid robotic  
20 hands—hands that bear a striking resemblance to the designs Li worked on at Tesla.

21 3. Rather than build through legitimate innovation, trial, and technical rigor,  
22 Defendants took a shortcut: theft. They misappropriated Tesla’s most sensitive materials,  
23 sidestepped the laborious process of development, and launched a company based not on original  
24 discovery, but on stolen work. Their conduct is not only unlawful trade misappropriation—it also  
25 constitutes a calculated effort to exploit Tesla’s investments, insights, and intellectual property for  
26 their own commercial gain.

27 4. At the heart of this misappropriation is one of the most technically complex and  
28 strategically vital aspects of Tesla’s Optimus program: the humanoid robotic hand. Tesla’s work



1           10.     This Court has federal question subject-matter jurisdiction over this action under  
2 the provisions of 18 U.S.C. § 1836(c) and 28 U.S.C. § 1331.

3           11.     This Court has supplemental jurisdiction under 28 U.S.C. § 1367 over the state law  
4 claims because the state law claims are related to the federal trade secret misappropriation claims  
5 in this action, over which this Court has original jurisdiction, in that they form part of the same  
6 case or controversy under Article III of the United States Constitution.

7           12.     This Court has personal jurisdiction over Defendant Proception because Proception  
8 has substantial connections to the State of California, including its principal place of business  
9 being located in this District and Division. Proception’s connection to this State, District, and  
10 Division directly relates to the claims asserted, including Proception’s deliberate targeting of  
11 Tesla’s confidential and proprietary information and trade secrets also located in this District. The  
12 exercise of personal jurisdiction over Defendant Proception is reasonable and comports with long-  
13 established notions of fair play and substantial justice.

14           13.     This Court has personal jurisdiction over Defendant Li because Li has substantial  
15 connections to the State of California, including by co-founding and being employed by  
16 Proception, which is located in this District and Division. Li’s connection to this State, District,  
17 and Division directly relates to the claims asserted, including Li’s misappropriation of Tesla’s  
18 confidential and proprietary information and trade secrets, which also are located in this District.  
19 Li further agreed to submit to the jurisdiction of the state and federal courts located in the county  
20 and state in which he was primarily assigned to work by Tesla—Santa Clara County, California.<sup>1</sup>  
21 The exercise of personal jurisdiction over Defendant Li is reasonable and comports with long-  
22 established notions of fair play and substantial justice.

23  
24  
25 <sup>1</sup> Li and Tesla agreed to arbitrate breach of contract and misappropriation of trade secrets claims,  
26 among others. However, the arbitration agreement expressly states that “[n]othing in this agreement  
27 is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable  
28 harm pending the conclusion of any arbitration pursuant to this Agreement; thus, claims for  
temporary or emergency injunctive relief to preserve the status quo prior to and/or in aid of  
arbitration are permitted.” Ex. H at PDF p. 3.

1 14. Venue in this district is proper under 28 U.S.C. §1391 because Defendants are  
2 subject to personal jurisdiction here, and Plaintiff Tesla has suffered injury in this district.

3 **INTRADISTRICT ASSIGNMENT**

4 15. In accordance with Civil Local Rule 3-2(c) and General Order 44, this action is  
5 properly assigned on a District-wide basis because it relates to intellectual property rights.

6 **GENERAL ALLEGATIONS**

7 **A. Tesla—A World Leader in Transformative Innovation—Invests in Developing A**  
8 **Humanoid Robot**

9 16. Founded in 2003, Tesla is a global leader in the design, development, and  
10 manufacture of electric vehicles and sustainable energy production and storage. Tesla employs  
11 over 130,000 people globally and is one of the largest private employers in the State of California.  
12 Tesla’s success is rooted in continuous innovation, significant investment in emerging  
13 technologies, and the strategic adoption of its existing technologies to new applications.

14 17. In recent years, Tesla has devoted extraordinary resources to advancing artificial  
15 intelligence and developing a general-purpose humanoid known as “Optimus.” Tesla’s investment  
16 in Optimus embodies the company’s broader vision for the future. Tesla views Optimus not  
17 merely as a product, but as a platform for human betterment. Tesla’s Optimus is intended to  
18 perform an array of everyday tasks—from caregiving to teaching, from lawn maintenance to  
19 grocery shopping—that can enhance quality of life by alleviating the need for humans to perform  
20 repetitive, physically demanding, or even hazardous work.

21 18. To power Tesla’s Optimus, Tesla has built a comprehensive robotic learning system  
22 that leverages artificial intelligence (“AI”) to execute complex physical tasks. These tasks include  
23 full-body locomotion, precise manipulation, and eventual deployment in real-world production  
24 environments. Achieving this goal requires building the necessary hardware and software stacks  
25 that enable balance, navigation, perception, and interaction with the physical world. Moreover, the  
26 specific delivery of robotic hand functionality is among the most challenging in robotics, as it  
27 requires the delicate balancing of sensitivity of touch, freedom of range of motion, weight of  
28 appendage, and strength of grasp, among other things. Tesla’s head of robotics touched on this

1 delicate balancing when announcing Tesla’s Optimus hand advancements in November 2024. He  
2 explained:

3 Our new hand/forearm with double the number of degrees of freedom<sup>[2]</sup> now in action  
4 on the bot! There’s 22 DoFs on the hand, and 3 on the wrist/forearm. ... Still some  
5 work to finish by end of year, in particular around extended tactile sensing integration  
6 (much more surface coverage than the previous hand), very fine controls through  
7 tendons, and shaving some weight off the forearm. All actuation has been moved to  
8 the forearm, which has increased its weight. Interesting challenge around having  
9 enough squishiness/compliance and a protective layer on the fingers & palm, without  
10 affecting tactile sensing too much.<sup>[3]</sup>

11 This field is also highly competitive, as multiple startups, established players, and vehicle  
12 manufacturers compete for technological advances over each other.

13 19. Tesla’s multi-pronged investment in its Optimus is extensive. Since the company  
14 first announced the project in 2021, it has hired scores of specialized engineers, AI researchers,  
15 robotics experts, and manufacturing specialists dedicated to this endeavor, reflecting a deep,  
16 fervent commitment to building and supporting a world-class AI & Robotics division.

17 20. Beyond human capital, Tesla has dedicated substantial financial resources to  
18 Optimus. Although Tesla does not disclose the precise year-over-year investments in Optimus, the  
19 research and development costs are in the billions of dollars. Such an ambitious project demands  
20 unparalleled expertise and substantial time and financial commitment to achieve even incremental  
21 progress.

22 **B. Tesla Takes Rigorous Steps to Protect Its Intellectual Property, Including Its Trade  
23 Secrets and Confidential Information at Issue Here**

24 21. Tesla does not take lightly its mission to improve lives through technology or the  
25 importance of protecting this groundbreaking work. As of January 23, 2025, Tesla holds  
26 approximately 226 globally issued patents that span the entire artificial intelligence ecosystem,  
27 including, specifically, humanoid robots. Tesla’s proprietary information not only features patents  
28 but also encompasses trade secrets and other confidential information. As an organization, Tesla,

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27 <sup>2</sup> “Degrees of Freedom” or DoFs refers to the number of independent movements a robotic  
appendage can make.

28 <sup>3</sup> [https://x.com/\\_milankovac\\_/status/1862167219649818816?s=46&t=KBxh1z3A8BGjIJKlZ6jt-g](https://x.com/_milankovac_/status/1862167219649818816?s=46&t=KBxh1z3A8BGjIJKlZ6jt-g)

1 place[s] a strong emphasis on our innovative approach and proprietary designs which  
2 bring intrinsic value and uniqueness to our product portfolio. As part of our business,  
3 we seek to protect the underlying intellectual property rights of these innovations and  
4 designs such as with respect to patents, trademarks, copyrights, trade secrets and other  
measures, including through employee and third-party nondisclosure agreements and  
other contractual arrangements.<sup>[4]</sup>

5 22. To safeguard its confidential, proprietary, and trade secret information, Tesla has a  
6 rigorous security system in place consisting of contractual, digital, and physical controls, along  
7 with associated practices, protocols, and training.

8 23. Tesla goes to extraordinary lengths to ensure that its employees understand the  
9 significant responsibility they have to protect its confidential and proprietary information. As a  
10 condition of employment, all Tesla employees sign a Tesla, Inc. Employee Non-Disclosure and  
11 Inventions Assignment Agreement (“NDA”), among several other onboarding agreements. Ex. A.  
12 Through the NDA, Tesla employees pledge, among other things, to not disclose Tesla’s  
13 “Proprietary Information,” defined to include “all information, in whatever form and format, to  
14 which [they] have access by virtue of and in the course of my employment,” and encompassing  
15 “technical data, trade secrets, know-how, research and development, products, features, concepts,  
16 ideas, plans, designs, formulas, methods, processes, discoveries, improvements, source and object  
17 codes, data, programs, lists of or information related to, suppliers, and customers, financial  
18 information and other business information, Inventions, and works of authorship.” Ex. A, § 1.  
19 The NDA requires employees to “hold in strictest confidence” and “not disclose, use, or publish”  
20 any of Tesla’s Proprietary Information without express written authorization. *Id.* From the  
21 moment Tesla employees sign on for the job, they understand their obligations to do the right  
22 things and act with integrity even when no one is looking.

23 24. As a condition of employment, Tesla employees also agree to be bound by Tesla’s  
24 Code of Business Ethics, which requires employees to protect Tesla’s confidential and/or  
25 proprietary information and Tesla’s trade secrets. Ex. B at p. 6. Further, Tesla’s Social Media  
26 Guidelines specifically prohibits disclosure of “Tesla’s trade secrets, products or Tesla Business  
27

28 <sup>4</sup> 2021, 2022, and 2023 Annual Reports at subsections titled: “Intellectual Property.”

1 Data or of any manufacturing process.” Ex. C at p. 3 (relevant portions excerpted). These layers  
2 of protection reflect the extraordinary value and sensitivity of Tesla’s research and development  
3 efforts, particularly those like Tesla’s Optimus, aimed at delivering far-reaching societal benefits.

4 25. Tesla also protects its confidential, proprietary, and trade secret information with  
5 stringent information security policies and practices. Physical security measures are designed to  
6 prevent unauthorized access to specific facilities and rooms within those facilities. For example,  
7 Tesla secures its physical facilities by limiting access only to authorized personnel through a  
8 badging system, in addition to monitoring access using security guards and cameras. Visitors to  
9 Tesla’s facilities must check in with a receptionist or security guard, sign a nondisclosure  
10 agreement, and are photographed. Visitors must always be escorted by a Tesla employee.

11 26. Tesla’s information security protections are also best-in-class. Tesla’s network and  
12 servers are password-protected, firewall-protected, and accessible only to current Tesla employees  
13 with proper and, in some cases, restricted credentials. Employees are regularly exposed to  
14 learning and awareness on the proper use of Tesla’s systems. Tesla assigns each employee unique  
15 credentials to log in to the network. Once they input those credentials to Tesla’s network login  
16 page, they must further go through a two-factor authentication process to successfully log in to  
17 Tesla’s network. The two-factor authentication requires the employee to register a secondary  
18 account that will receive an alert or a unique code that the employee must enter to successfully log  
19 in to Tesla’s network. If, for example, a wrong password is entered, the secondary account used  
20 will receive an alert that an incorrect password was entered and someone attempted to log in to  
21 Tesla’s network. Additionally, employees must agree to abide by Tesla’s Mobile Device Policy,  
22 which prohibits logging into Tesla’s internal SharePoint via a web browser.

23 27. Tesla’s networks additionally are guarded by a team of security systems engineers  
24 that design and implement intrusion detection systems, security video systems, and access control  
25 systems.

26 28. While Tesla considers any access to be confidential access, Tesla further safeguards  
27 various categories of confidential and proprietary information within Tesla’s electronic systems.  
28 *See* Ex. D. For example, Tesla restricts access to proprietary and confidential information so that

1 it is accessible only to those with a demonstrated need. After an employee resigns or is  
2 terminated, Tesla promptly deactivates that user’s permissions.

3 29. Unauthorized access to Tesla’s information not only jeopardizes competitive  
4 advantage but also threatens the broader mission of harnessing technology for human betterment.  
5 Because of this, Tesla employees receive regular emails from Tesla’s information security team with  
6 reminders on best practices for safe handling of Tesla’s proprietary information and safety updates.  
7 For example, on August 29, 2024, Defendant Proception’s Co-Founder and CEO, Jay Li, a then  
8 Tesla employee and member of the Optimus team, received an email from Tesla’s information  
9 security team, titled “Security and Confidentiality,” reminding Tesla’s Optimus team of its  
10 obligations regarding the protection of Tesla’s intellectual property and the ramifications for failing  
11 to adhere to these policies. Ex. E. And on his last day at Tesla, Li received and opened an email  
12 from Tesla’s information security team, titled “Tesla Business Data: Your Role in Protecting Our  
13 Information,” once again reminding Tesla employees of their obligation to protect Tesla’s business  
14 data. Ex. F.

15 30. On information and belief, Li disregarded these warnings. As further alleged below,  
16 the confidential, proprietary information that he improperly, and without authorization, accessed,  
17 acquired, disclosed, and/or used is highly restricted and valuable information that he knew or should  
18 have known was off limits to him at the time he misappropriated it.

19 **C. Proception Founder and CEO, Jay Li, Accesses and Downloads Files Outside the**  
20 **Scope of His Employment In the Weeks, Days, and Hours Before His Departure from**  
21 **Tesla**

22 31. Li was employed by Tesla from August 22, 2022, to September 13, 2024. Li was  
23 initially assigned to the Optimus sensor team and entrusted with highly confidential and  
24 proprietary work product related to the project. The Optimus sensor team’s work includes  
25 development of the Optimus hands. However, on July 1, 2024, Li was reassigned to the Optimus  
26 AP chest computer team. Following his reassignment, Li *did not have any further responsibilities*  
27 *related to Optimus sensors or hands.*  
28

1           32. As a condition of his employment, Li entered into, among other onboarding  
2 agreements, the Tesla NDA. Ex. A. In addition to the safeguarding of information described  
3 above, the NDA contains an Assignment of Inventions provision. *Id.* at § 2.6. The provision  
4 provides, among other things, an express assignment:

5           to the Company all [Li's] right, title and interest in and to any and all Inventions  
6 that (i) ***are developed using equipment, supplies, facilities, trade secrets, or***  
7 ***Proprietary Information of the Company***, (ii) result from work performed by [Li]  
8 for the Company, or (iii) relate at the time of conception or reduction to practice of  
9 the invention to the Company's business, or actual or demonstrably anticipated  
10 research and development of the Company (the "Company Inventions"). [Li]  
11 agree[d] to assign, and . . . irrevocably transfer and assign, to the Company all  
Proprietary Rights and Moral Rights in or with respect to any Company Inventions.  
[Li] forever waive[d] and agree[d] never to assert any and all Moral Rights [he]  
may have in or with respect to any Company Inventions, even after termination of  
[his] work on behalf of the Company.

12 (emphasis added). Li reaffirmed his commitment to the Tesla NDA and its Assignment  
13 of Inventions provisions on January 3, 2024. Ex. G at § 2.6.

14           33. Following Li's reassignment from the hand sensor team to the chest computer team  
15 on July 1, 2024, Li, without authorization, accessed highly sensitive and confidential Optimus  
16 hand-related files he no longer had a business need to access. Specifically, in the final weeks of  
17 his employment with Tesla, including the days leading up to both his anticipated and actual  
18 departure date, Li improperly accessed and downloaded—from his Tesla desktop computer and at  
19 least two smartphones—Optimus hand-related files unrelated to his job responsibilities, including  
20 highly sensitive and confidential Tesla files and source code related to Optimus's hand motion and  
21 actuators and confidential tactile sensing information. For example:

22           (a) On **July 13, 2024**, in violation of Tesla's Mobile Device Policy, Li  
23 surreptitiously logged into Tesla's SharePoint using a web browser on an iPhone. Li downloaded  
24 two files to the iPhone from the Optimus Gen4 Forearm FT Sensing SharePoint. These  
25 documents, containing sensor diagrams and specifications related to Optimus's hand motion and  
26 actuators, were squarely outside the scope of Li's employment as of that time.

1 (b) On **July 15, 2024**, Li accessed a working document on the Optimus SharePoint  
2 that included sensitive sensor and flex testing data and hand model iterations, which was  
3 information outside the scope of his work at the time.

4 (c) On **July 18, 23, and 30, 2024**, Li repeatedly accessed an internal spreadsheet on  
5 the Optimus SharePoint with material, strength, and sensor design data and calculations.

6 (d) On **July 29, August 1, and August 2, 2024**, Li accessed a PowerPoint slide that  
7 included renderings of Tesla's Optimus Gen3.1 finger and data on cycle testing.

8 (e) On **August 22, 2024**, Li accessed Tesla's Optimus hand sensing SharePoint files  
9 in violation of Tesla's Mobile Device Policy by using a web browser on an Android phone. These  
10 files included a confidential 353-slide internal PowerPoint on tactile sensing in dexterous robot  
11 hands, motion and tension sketches and diagrams, material specifications, and feasibility studies.  
12 On this date, Li also accessed and downloaded several of Tesla's Optimus hand and forearm  
13 actuator modeling files.

14 (f) On **August 22, 24, and 26, 2024**, Li again accessed files from Tesla's Optimus  
15 hand and forearm and sensing SharePoint folders. These files included confidential hand, sensor,  
16 and actuator source code, close-range videos and photos, and finger renderings that were wholly  
17 outside the scope of his duties at the time.

18 (g) On **September 3, 2024**, days before his first-anticipated departure date of  
19 September 6, Li accessed a dashboard that tracks current updates, tickets, and next steps pertaining  
20 to the development of Optimus hand and provides a roadmap of development milestones. He also  
21 accessed a PowerPoint that contains proprietary research and analysis, benchmarks, performance  
22 targets, equations, and sketches for a flexible sensor design for parts of the humanoid, including the  
23 hands.

24 (h) On **September 11-12, 2024**, Li accessed confidential documents containing  
25 requirements, measurements, and strategy related to Optimus hand motion actuators, as well as a  
26 confidential supplier list, close-range records of grip and tension tests conducted on robotic fingers,  
27 and confidential internal presentations on hand-related issues including glove strategy, forearm  
28 actuator, layout and architecture, design targets, technology options for flexible/searchable films,

1 sensing, thermal testing, and degrees of freedom. These files were squarely outside the scope of  
2 Li's employment as of that time.

3 (i) On **September 13, 2024**, Li's last day at Tesla (extended from the original date  
4 of September 6), he once again logged into Tesla's SharePoint in violation of Tesla's Mobile  
5 Device Policy by using a web browser on an Android phone. Li downloaded the same two files  
6 from Tesla's Optimus SharePoint he had improperly downloaded on July 13, 2024. Again, these  
7 documents contained diagrams and specifications related to Optimus's hand motion and actuators.  
8 Li also accessed Tesla's Optimus SharePoint files, including close-range recordings of front and  
9 side profiles of the Optimus robotic hand and movements, and vendor-supplied sketches of robotics  
10 materials. The close-range recordings, accessed by Li multiple times through his final day of  
11 employment, were created in the context—and for the purpose—of various internal development  
12 and testing scenarios, and capture specific improvements and details of the Optimus hand's joint  
13 and hinge movements. These files were squarely outside the scope of Li's employment as of that  
14 time.

15 (j) Also on **September 13, 2024**, Li stopped using his Tesla issued laptop as of 2:00  
16 pm Pacific time. However, Li continued to access Tesla's SharePoint files from his phone until  
17 8:55 pm Pacific time.

18 34. During this two-month period leading up to his departure, Li also conducted  
19 voluminous online searches from his Tesla desktop computer related to humanoid robotic hands,  
20 as well as searches related to venture capital ("VC") funding and startup resources, such as  
21 "Canaan Capital robotics," and "Stanfrod [sic] startup resources." His scheme was in motion at  
22 least as early as July 15, 2024, as the following searches show he was seeking funding for his  
23 secret venture at that time: "does YC fund companies," "bay area robotics incubator," and "does  
24 incubator provide funding."

25 35. The aforementioned documents improperly accessed and/or downloaded by Li  
26 contained measurements, tensions, ranges of motion, degrees of freedom, and other highly  
27 sensitive engineering specifications, all of which were the direct output of Tesla's substantial  
28 investments in research, development, and advancement of Optimus.

1  
2  
3 **D. Proception’s Implausibly Rapid and Uncannily Similar Humanoid Robotic Hand**

4 36. Defendant Proception was founded by Li and Jianxiang “Jack” Xu. Li is also  
5 Proception’s CEO. Proception was incorporated on September 19, 2024—just six days after Li  
6 left Tesla.

7 37. On March 3, 2025, only five months after its founding, Proception touted that it had  
8 “successfully built” “advanced humanoid robotic hands.”<sup>5</sup> Proception also claimed that “in the  
9 coming 9 months” it would make its “first shipments to research customers.”<sup>6</sup> Absent specific  
10 know-how, this is an improbably fast development cycle. Moreover, Proception’s expected  
11 shipments of its product to third parties in the coming months threatens imminent disclosure and  
12 further misappropriation of Tesla’s trade secrets and confidential information.

13 38. Defendant Proception’s ability to shortcut the typical development process is less  
14 surprising when one considers Li’s improper conduct, described above, leading up to his departure  
15 from Tesla. The Tesla information Li improperly, and without authorization, accessed is very  
16 closely related to Proception’s purportedly “advanced humanoid robotic hands.” A YouTube  
17 video demonstrating the Proception hand functionality shows striking similarities in movement to  
18 Tesla’s Optimus hand.<sup>7</sup>

19 39. Indeed, upon information and belief, and as described above, through Li’s pilfering,  
20 Defendant Proception purportedly achieved in a matter of months what it has taken Tesla over four  
21 years, hundreds of employees, and billions of dollars to achieve. Proception’s willful and  
22 intentional business tactics are implausible.

23 **FIRST CAUSE OF ACTION**

24 **Federal Trade Secret Misappropriation**

25 **Defend Trade Secrets Act (18 U.S.C. §§ 1836, et seq.)**

26 **as to Proception (all relief) and Li (injunctive relief only)**

27 <sup>5</sup> <https://www.ycombinator.com/launches/MvA-proception-ai-world-s-most-dexterous-humanoid>

28 <sup>6</sup> *Id.*

<sup>7</sup> <https://www.proception.ai/hand>; <https://www.youtube.com/watch?v=cEo4WICanMc>

1 40. Plaintiff repeats and hereby realleges the allegations above as if fully set forth  
2 herein.

3 41. The confidential and proprietary information obtained by Defendant Proception  
4 through Li includes Tesla's trade secrets as defined in 18 U.S.C. § 1839(3). Based on Tesla's  
5 investigation to date, and subject to further investigation and discovery in this case, upon  
6 information and belief, Defendant Proception, as alleged herein, through Li, improperly acquired,  
7 and then further misappropriated Tesla's trade secrets related to its Optimus.

8 42. As described above and incorporated herein, Tesla engages in considerable effort to  
9 keep its confidential and proprietary information, including its trade secrets, secret and protected.  
10 Tesla's contractual measures, onboarding and regular training measures, and security and  
11 surveillance protocols all ensure reasonable measures are in place. And Tesla has not authorized  
12 the disclosure or use of any of its confidential and proprietary information, including its trade  
13 secrets, by any current or former Tesla personnel other than within his or her job scope and duties.

14 43. Tesla's confidential and proprietary information, including its trade secrets, derive  
15 independent economic value, actual or potential, from not being generally known to, or readily  
16 ascertainable by others through proper means, who can obtain economic value from the disclosure  
17 or use of the information.

18 44. Upon information and belief, Defendant Proception, through Li, improperly  
19 acquired, and then further misappropriated Tesla's confidential and proprietary information,  
20 including its trade secrets, through improper and unlawful means, and did so intentionally,  
21 willfully, and maliciously.

22 45. Upon information and belief, Defendant Proception misappropriated Tesla's  
23 confidential and proprietary information, including its trade secrets, and presents an ongoing threat  
24 of further misappropriation of those secrets because Proception knew, or had reason to know, that  
25 its acquisition of Tesla's confidential and proprietary information, including its trade secrets, was  
26 facilitated by former Tesla employee, Li, by improper means.

27 46. Upon information and belief, Defendant Proception is liable for Li's  
28 misappropriation of Tesla's confidential and proprietary information, including its trade secrets,

1 pursuant to the doctrine of respondeat superior because Proception knew, or should have known,  
2 of the misappropriation and Proception did nothing to prevent or stop it. Upon information and  
3 belief, Proception is also liable for its own misappropriation of these trade secrets through other  
4 Proception employees.

5 47. Upon information and belief, Defendants Proception and Li derived economic value  
6 through their misappropriation and unauthorized use of Tesla's confidential and proprietary  
7 information, including its trade secrets.

8 48. Upon information and belief, if not enjoined, Defendants Proception and Li have  
9 misappropriated and will continue to misappropriate Tesla's confidential and proprietary  
10 information, including its trade secrets, for their own benefit and to the detriment of Tesla.

11 49. The direct and proximate result of Defendants Proception's and Li's  
12 misappropriation has caused, and, if not enjoined, will cause Tesla to continue to suffer irreparable  
13 and severe harm and injury, including in the form of lost business opportunities and disclosure of  
14 internal confidential and trade secret information to third parties, and monetary damages pursuant  
15 to 18 U.S.C. § 1836(b)(3)(B) in an amount exceeding \$75,000 to be proven at trial.

16 50. Upon information and belief, because Defendant Proception's misappropriation was  
17 intentional, willful, and malicious, Tesla is entitled to exemplary damages pursuant to 18 U.S.C. §  
18 1836(b)(3)(C) in an amount equal to two times the amount of its compensatory damages as well as  
19 reasonable attorneys' fees pursuant to 18 U.S.C. § 1836(b)(3)(D).

20 51. Tesla's remedy at law is inadequate. As a result, Tesla is entitled to, in addition to  
21 damages, preliminary and permanent injunctive relief pursuant to 18 U.S.C. 1836(b)(3)(A) against  
22 Defendants Proception's and Li's further misappropriation in order to protect Tesla's confidential  
23 and proprietary information, including its trade secrets, its goodwill and standing in the  
24 competitive marketplace, and its legitimate and legal business interests.

25 **SECOND CAUSE OF ACTION**

26 **State Trade Secret Misappropriation**

27 **California Uniform Trade Secrets Act (Cal. Civ. Code §§ 3426, et seq.)**

28 **as to Proception (all relief) and Li (injunctive relief only)**

1 52. Plaintiff repeats and hereby realleges the allegations above as if fully set forth  
2 herein.

3 53. The confidential and proprietary information taken by Defendant Proception  
4 includes Tesla's trade secrets as defined in Cal. Civ. Code § 3426.1(d). Based on Tesla's  
5 investigation to date, and subject to further investigation and discovery in this case, upon  
6 information and belief, Defendant Proception, as alleged herein, through Li, misappropriated  
7 Tesla's trade secrets related to Tesla's Optimus.

8 54. As described and incorporated herein, Tesla engages in considerable effort to keep  
9 its confidential and proprietary information, including its trade secrets, secret and protected.  
10 Tesla's contractual measures, onboarding and regular training measures, and security and  
11 surveillance protocols all ensure reasonable measures are in place. And Tesla has not authorized  
12 the disclosure or use of any of its confidential and proprietary information, including its trade  
13 secrets, by any current or former Tesla personnel other than within his or her job scope and duties.

14 55. Tesla's confidential and proprietary information, including its trade secrets, derive  
15 independent economic value, actual or potential, from not being generally known to others who  
16 can obtain economic value from the disclosure or use of the information.

17 56. Upon information and belief, Defendant Proception, through Li, improperly  
18 acquired, and then further misappropriated Tesla's confidential and proprietary information,  
19 including its trade secrets, through improper and unlawful means. Upon information and belief,  
20 Proception's misappropriation was intentional, willful, and malicious.

21 57. Upon information and belief, Defendant Proception misappropriated Tesla's  
22 confidential and proprietary information, including its trade secrets, because Proception knew, or  
23 had reason to know, that its acquisition of Tesla's confidential and proprietary information,  
24 including its trade secrets, was facilitated by former Tesla employee, Li, by improper means.

25 58. Upon information and belief, Defendant Proception is liable for Li's  
26 misappropriation of Tesla's confidential and proprietary information, including its trade secrets,  
27 pursuant to the doctrine of respondeat superior because Proception knew, or should have known,  
28 of the misappropriation and Proception did nothing to prevent or stop it. Upon information and

1 belief, Proception is also liable for its own misappropriation of these trade secrets through other  
2 Proception employees.

3 59. Upon information and belief, Defendants Proception and Li derived economic value  
4 through their misappropriation and unauthorized use of Tesla's confidential and proprietary  
5 information, including its trade secrets.

6 60. Upon information and belief, if not enjoined, Defendants Proception and Li have  
7 misappropriated and will continue to misappropriate Tesla's confidential and proprietary  
8 information, including its trade secrets, for their own benefit and to the detriment of Tesla.

9 61. The direct and proximate result of Defendants Proception's and Li's  
10 misappropriation has caused, and, if not enjoined, will cause Tesla to continue to suffer irreparable  
11 and severe harm and injury, including in the form of lost business opportunities and disclosure of  
12 internal confidential and trade secret information to third parties, and monetary damages pursuant  
13 to Cal. Civ. Code § 3426.3 in an amount in excess of \$75,000 to be proven at trial.

14 62. Upon information and belief, because Defendant Proception's misappropriation was  
15 intentional, willful, and malicious, Tesla is entitled to exemplary damages pursuant to Cal. Civ.  
16 Code § 3426.3 in an amount equal to two times the amount of its compensatory damages as well as  
17 reasonable attorneys' fees pursuant to Cal. Civ. Code § 3426.4.

18 63. Tesla's remedy at law is inadequate. As a result, Tesla is entitled to, in addition to  
19 damages, preliminary and permanent injunctive relief pursuant to Cal. Civ. Code § 3426.2 against  
20 Defendants Proception's and Li's further misappropriation in order to protect Tesla's confidential  
21 and proprietary information, including its trade secrets, its standing in the competitive  
22 marketplace, and its legitimate and legal business interests.

23 **THIRD CAUSE OF ACTION**

24 **Tortious Interference with Contract (as to Proception)**

25 64. Plaintiff repeats and hereby realleges the allegations above as if fully set forth  
26 herein.

27 65. As described above and incorporated herein, Tesla and Li, among other agreements,  
28 specifically entered into Tesla's NDA. Tesla's NDA is a valid and enforceable contract. Tesla has

1 performed all its duties under the NDA. In return, Li received substantial consideration, including  
2 salary, bonuses, and other incentives. Li remains bound by the terms of Tesla's NDA.

3 66. Defendant Proception was aware of the existence of Li's agreements, including the  
4 NDA, with Tesla.

5 67. Upon information and belief, despite Defendant Proception's knowledge of the  
6 existence of Tesla's agreements with Li, including its NDA, Proception intentionally engaged in  
7 the acts alleged herein and offered Li outsized compensation in the form of equity or otherwise to  
8 induce Li to breach his agreements with Tesla, including its NDA.

9 68. As a direct and proximate result of Defendant Proception's actions, Li was induced  
10 to breach, and did breach, his contractual obligations under his agreements with Tesla, including  
11 its NDA, causing Tesla to suffer, and continue to suffer, damages in an amount to be proven at  
12 trial.

13 69. Additionally, as a direct and proximate result of Defendant Proception's  
14 inducement of Li's breaches and interference, Tesla has suffered, and will continue to suffer,  
15 immediate and irreparable harm. Tesla's irreparable harm is difficult to ascertain, and Tesla will  
16 be without an adequate remedy at law and is, therefore, entitled to injunctive relief. Further, if  
17 Proception is not enjoined, it will, on information and belief, continue to induce Li to breach his  
18 agreements with Tesla, including its NDA, and to interfere with Tesla's agreements with Li.

19 **FOURTH CAUSE OF ACTION**

20 **Quasi-Contract/Restitution (as to Proception)**

21 70. Plaintiff repeats and hereby realleges the allegations above as if fully set forth  
22 herein.

23 71. Tesla is the rightful owner of its confidential information. As described above, Li,  
24 through his employment with Tesla, gained access to Tesla's confidential information. This  
25 confidential information was entrusted to Li in order, and solely, to perform his job  
26 responsibilities. Li was compensated in exchange for his trust, access, and labor. Upon  
27 information and belief, Li violated Tesla's trust and employment obligations by accessing  
28 proprietary materials outside the scope of his authorized employment duties.



1 using Tesla's confidential and proprietary information, including its trade secrets,  
2 and ordering Proception to return to Tesla any and all documents and information  
3 that disclose, use, or reflect in any way Tesla's confidential and proprietary  
4 information, including its trade secrets;

- 5 (f) establish a constructive trust and require Defendant Proception to transfer legal title  
6 to Tesla of any and all intellectual property, devices, machines, software,  
7 documents, or other objects or data that were developed or created using Tesla's  
8 confidential and proprietary information, including its trade secrets;
- 9 (g) reasonable attorneys' fees and costs pursuant to Tesla's claims, including its trade  
10 secret claims, asserted in this Complaint;
- 11 (h) Tesla's costs and expenses in this matter; and
- 12 (i) any and all such other and further relief as this Court may deem just and proper.

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff Tesla, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by  
15 jury of any issues so triable by right.

16 Dated: June 11, 2025

17  
18 By: /s/ Josh Krevitt  
Josh Krevitt (State Bar No. 208552)

19 Attorney for Plaintiff  
20 TESLA, INC.

# **EXHIBIT A**

## SCHEDULE 1

### TESLA, INC. EMPLOYEE NON- DISCLOSURE AND INVENTIONS ASSIGNMENT AGREEMENT

In consideration of my employment or continued employment by TESLA, INC. (collectively with its divisions, subsidiaries and affiliates, the "*Company*") and the compensation now and hereafter paid to me, I agree as follows:

#### 1. PROPRIETARY INFORMATION.

At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. "**Proprietary Information**" shall mean all information, in whatever form and format, to which I have access by virtue of and in the course of my employment by the Company. 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, 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 is intended to supplement, and not to supersede, any rights the Company may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

#### 2. ASSIGNMENT OF INVENTIONS.

2.1 **Proprietary Rights.** The term "**Proprietary Rights**" shall mean all trade secret, patent, copyright, mask work, and other intellectual property rights throughout the world, including any registrations of or applications to register such rights.

2.2 **Moral Rights.** The term "**Moral Rights**" shall mean 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."

2.3 **Inventions.** The term "**Inventions**" shall mean 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).

2.4 **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 employment with the Company, 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 employment with the Company, I incorporate a Prior Invention into a Company product, process, or machine, the Company 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, and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company's prior written consent.

2.5 **California Employees Only - Labor Code Section 2870 Notice.** I have been notified and understand that the provisions of Section 2.6 of this Agreement do not apply to any Company Invention (defined below) that qualifies fully as a nonassignable invention under the provisions of Section 2870 of the California Labor Code, which states:

ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO

AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (1) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUAL OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER; OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.

2.6 **Works for Hire; Assignment of Inventions.** I acknowledge and agree that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works for hire" under the U.S. Copyright Act and that the Company will be considered the author and owner of such works. I further agree to assign, and do hereby assign, to the Company all my right, title and interest in and to any and all Inventions that (i) are developed using equipment, supplies, facilities, trade secrets, or Proprietary Information of the Company, (ii) result from work performed by me for the Company, or (iii) relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research and development of the Company (the "Company Inventions"). I agree to assign, and do hereby irrevocably transfer and assign, to the Company 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 the Company.

2.7 **Obligation to Keep Company Informed.** During the period of my employment and for twelve (12) months after the termination of my employment with the Company, I will promptly and fully disclose in writing to the Company 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 work performed by me during my employment with the Company, or any Proprietary Information to which I had access during or as a result of my employment with the Company. 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 employment or after termination of my employment, are subject to this Agreement and belong to the Company.

California Employees Only: I agree that at the time of each such disclosure, I will advise the Company in writing of any Inventions that I believe fully qualify for protection under Section 2870 of the California Labor Code and will provide to the Company in writing all evidence necessary to substantiate that belief.

2.8 **Notice to Third Parties.** During and after the term of my employment, the Company may, with or without prior notice to me, notify third parties of my agreements and obligations under this Agreement.

2.9 **Assistance.** I agree to assist in every proper way and to execute those documents and to take such acts as are reasonably requested by the Company 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. I hereby irrevocably designate and appoint the Secretary of the Company as my attorney-in-fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by me. My obligations under this

paragraph will continue beyond the termination of my employment with the Company for any reason, provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance.

**3. RECORDS.**

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

**4. RETURN OF COMPANY RECORDS.**

Upon the termination of my employment for any reason, or at such earlier time as the Company may request, I shall immediately return to the Company all originals and copies of all hard copy and electronic documents, files and other property of the Company in my possession or control or to which I may have access, including all records referred to in Section 3 above, regardless of the storage medium (e.g., internal or external hard drives, solid-state drives, USB flash drives, flash memory cards, and cloud storage).

**5. NO CONFLICTING OBLIGATIONS.**

I represent that my performance of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. Without limiting the foregoing, I agree that during my employment by the Company I will not improperly use or disclose any confidential information or trade secrets of any former employer or any other person to whom I have an obligation of confidentiality; I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or 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 the Company. I have not entered into and will not enter into any agreement or understanding, either written or oral, in conflict herewith.

**6. LEGAL AND EQUITABLE REMEDIES.**

I acknowledge and agree that violation of this Agreement by me may cause the Company irreparable harm and that the Company shall therefore have the right to enforce this Agreement and any of its provisions by injunction, specific performance, or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

**7. NOTICES.**

Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below 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.

**8. EMPLOYMENT.**

I understand and agree that nothing in this Agreement shall confer any right with respect to continuation of employment, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

**9. NON-SOLICITATION.**

9.1 During and after the termination of my employment with the Company, I will not directly or indirectly solicit or otherwise take away customers or suppliers of the Company if, in so doing, I use or disclose any of the Company's trade secrets, including without limitation the non-public names and addresses of the Company's customers and suppliers and/or other confidential information related to them, including their buying and selling habits and special needs.

9.2 I acknowledge that the Company 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 employment I have obtained or will obtain valuable information about the Company's employees and contractors, and their respective talents and areas of expertise.

9.2.1 I agree that during the term of my employment 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 employment. 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 the Company.

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

#### **10. 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.*

#### **11. GENERAL PROVISIONS.**

11.1 This Agreement will be governed by and construed according to the laws of the county and state in which I am primarily assigned to work in by Company. 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 you are primarily assigned to work in by Company.

11.2 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. Neither this Agreement nor the confidentiality provisions contained in any other existing employment related document between me and the Company shall be construed to prohibit or otherwise restrict me, as an employee of Company from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information under any procurement contract.

11.3 The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns. The Company may assign any of its rights or obligations under this Agreement.

11.4 No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right.

11.5 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.

11.6 Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement. This Agreement shall be effective as of the first day of my employment with the Company.

Dated: Aug 14, 2022

Signature: Zhongjie Li  
Zhongjie Li (Aug 14, 2022 10:39 PDT)

Name: Zhongjie Li

Address: [REDACTED]

**Exhibit A**

TO: Tesla, Inc.  
FROM: Zhongjie Li  
DATE: Aug 14, 2022  
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 the Company:

NA

Additional sheets to attach:

YES

NO

Additional documents should be emailed to [REDACTED] on or before your start date

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):

1. Invention or Improvement:

Party(ies):

Relationship:

2. Invention or Improvement:

Party(ies):

Relationship:

3. Invention or Improvement:

Party(ies):

Relationship:

Additional sheets to attach:

YES

NO

Additional documents should be emailed to [REDACTED] on or before your start date

**\*\*\*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**

# Code of Business Ethics



## The Way We Do Business Worldwide

Tesla always strives to conduct business with integrity and in compliance with all laws and regulations where we operate. This applies to every business decision in every area of the company.

**We achieve this through our guiding principles**

### **We Think Before Acting**

Demonstrating trust in day-to-day work.

### **We Treat Everyone with Respect**

Creating and maintaining a respectful and inclusive workplace.

### **We Protect Tesla Information and Assets**

Upholding responsible data handling practices and transparency.

### **We Do Business with Integrity**

Doing the right thing, no matter who is watching and even when it's hard.



## Think Before Acting

### Why We Have a Code of Business Ethics

Tesla has been, is and always aspires to be a Do the Right Thing company—in other words, engaging in conduct that you and your family would be proud of. Tesla's mission to accelerate the world's transition to sustainable energy is itself grounded in Doing the Right Thing. We believe the faster the world stops relying on fossil fuels and moves toward a zero-emissions future, the better.

The choices we face aren't always easy. Changing the world and taking on the giants can sometimes present decisions that may appear to fall into a gray area.

That is why we wrote this Code. This Code doesn't cover every ethical issue that may arise. Rather it sets out basic principles and provides an overview of the laws, regulations, and company policies that apply to us and our work. This Code reinforces that Tesla is committed to following the law everywhere we operate.

You should review this Code together with our Employee Guidebook, company policies, and other work rules. All are intended to serve as resources when you face ethical or compliance issues or have questions about what to do in specific situations.

The Code applies to all directors, officers and employees of Tesla. Anyone who violates this Code may be subject to discipline, even termination.

### Your Responsibility to Do The Right Thing

Our mission begins with every Tesla employee demonstrating trustworthiness in their day-to-day work. This means doing what's right, no matter who is watching and even when it's hard. Only by doing this can we create the necessary level of trust for Tesla to change the world—trust with one another, our customers and other stakeholders.

Being trustworthy does not mean that you know the answer to every ethical issue that arises. No one does. But if you face a difficult decision and you're not sure what to do, begin by clarifying your role and what you are being asked to do. Then ask these questions:

- Is it legal?
- Is it consistent with this Code and Tesla's policies and expectations?
- Is it in Tesla's best interest?

You may want or need to seek clarification before acting. If you're ever unsure about what it means to Do the Right Thing in a particular situation, just ask for help—from your manager, Human Resources or Compliance at [Compliance@tesla.com](mailto:Compliance@tesla.com).

At Tesla, those who manage other employees have an especially important role to play when it comes to Doing the Right Thing. They must:

- Set expectations for their teams that are consistent with this Code.
- Be accessible and listen to employees who have questions or raise concerns.
- Avoid incentivizing their teams to cut corners.
- Take concerns of misconduct seriously and ensure that such concerns are properly handled.

### Speak Up

Each of us has a responsibility to maintain trust and protect Tesla's reputation. You must report violations of this Code, company policy or the law to your manager, HR Partner, Compliance or Internal Audit.

If you prefer to report another way, the Integrity Line is available 24 hours a day, 7 days a week, allowing you to report concerns anonymously, where allowed by law, and without fear of retaliation. You can access the Integrity Line from the Inside Tesla Resource Hub.

Remember, you do not have to be certain that a violation has occurred. Having a good faith concern or even a question about compliance is enough. Reaching out in such circumstances is highly encouraged.

All matters are appropriately investigated with results shared on a "need to know" basis, to protect confidentiality and the integrity of the investigative process.

Tesla does not tolerate retaliation in any form against employees who in good faith report concerns or participate in investigations. On the other hand, intentionally reporting false information is contrary to Tesla's values and this Code and will be subject to disciplinary action.

## Recognizing and Avoiding Conflicts of Interest

As a Tesla employee, you are expected to devote your working hours to the company business. You must avoid conflicts of interest. A conflict of interest may arise whenever your personal interests interfere, or appear to interfere, with Tesla's interests.

Here are some of the most common examples:

- Outside Employment – Working for a competitor, supplier or customer. Even outside employment with others may be a conflict if it prevents you from working with excellence at Tesla.
- Outside Business Interests – Using your Tesla position to promote a side business or looking for opportunities that should otherwise go to Tesla first.
- Inventions – Developing or helping to develop outside inventions that relate to existing or future Tesla products or your job at Tesla.
- Financial Investments – Having a substantial interest in a competitor or investing in another company if you can influence Tesla's relationship with that company.
- Supplier Relationships – Accepting more than modest gifts or hospitality (see the Gifts, Hospitality and Donations section below) or influencing Tesla's relationship with a supplier where a relative, spouse or romantic partner works.
- Employee Relationships – Supervising a relative, spouse or romantic partner.

Learning to recognize potential conflicts of interest can help you avoid one. You must seek advice immediately from your manager, HR Partner or Compliance if you are presented with a situation like the ones above. These resources will work with you to determine whether there is a conflict and, if so, how it can be removed. In some cases, even the appearance of a conflict of interest can be as damaging to Tesla's reputation as an actual one.

Remember that failing to disclose a conflict is worse than having one in the first place. Disclosure is not optional.

## Treat Everyone with Respect

### No Harassment or Discrimination

We expect everyone at Tesla to treat each other with respect and dignity. So, we must all create and maintain a respectful and inclusive workplace that complies with the law and promotes teamwork for our important mission and projects. We do not tolerate bullying at any level of the organization (whether physical, verbal or visual).

We proudly employ people of all backgrounds who possess the energy and drive to accelerate our vision forward. As with trustworthiness, hiring those committed to excellence—no matter where they come from, look like or the beliefs they hold—is essential to achieving Tesla's mission. We do not discriminate against anyone at any time.

We provide equal opportunities to everyone without regard to race, color, religion, marital status, age, national origin, ancestry, physical or mental disability, medical condition, pregnancy (including childbirth, lactation, or related medical conditions), genetic information, gender, sexual orientation, gender identity or expression, veteran status or any other protected status.

To find out more, review the Policy Against Discrimination and Harassment in the Workplace on the Policy Library and consult the Employee Guidebook available on the Inside Tesla Resource Hub.

### Fair Labor Practices

People are Tesla's most valuable asset. We are committed to providing fair and equitable wages, benefits and other terms of employment—always in compliance with the applicable laws of the countries where we operate. We pay our employees correctly, including overtime where applicable, and hold managers accountable to ensure that employee time is properly recorded.

We do not allow forced labor or underage workers in any of our facilities. We are committed to compliance with applicable work authorization requirements in the countries where we operate.

### A Safe Place to Work

Each Tesla employee has the right to return home safely to his or her family each day. We are committed to providing a safe and secure place to work and will not compromise safety for production or profit.

Employees and others who visit our sites must therefore follow all safety and health requirements. Employees must report to work and continue their shift without being under the influence of illegal drugs or alcohol. No exceptions.

Employees are empowered to stop any task if conditions are unsafe. If you see something that could put someone's health or safety at risk, report it immediately to your manager and take action to keep yourself and others safe. Always report all injuries, illnesses, property damage and near misses through my EHS on Inside Tesla. Use our global Take Charge process in MyEHS to submit SPARC (Safety, People, Accuracy, Rate, and Cost) suggestions and improvements. Take Charges can be submitted anonymously.

We do not tolerate violence or threatening behavior. Tesla prohibits or restricts weapons on all of the company's premises, always consistent with local law.

To find out more, consult Tesla's Health, Safety and Security policies available on the Policy Library. You can also always reach out to EHS@tesla.com with questions.

## Environment and Sustainability

We care about our communities and recognize our role in protecting the environment in day-to-day operations. We are committed to reducing pollution in all forms—whether in the air, water or on land. Finding innovative ways to manage our waste streams and recycle materials such as batteries are at the heart of our sustainability strategy.

As shown in our annual Impact Report, available in the Policy Library, we strive to be the best on every metric relevant to our mission of accelerating the world's transition to sustainable energy. We also strive to remain a net contributor to renewable energy generation. Tesla's goal is to eventually have all manufacturing energy needs satisfied through renewable sources, where possible.

Our employees are passionate about sustainability and we actively encourage them to come forward with new ideas to further reduce our environmental impact.

## Protect Information and Assets

### Proprietary Information and Intellectual Property

Tesla collects, creates and stores a wide variety of proprietary information. Some of this information is highly sensitive. Other proprietary information might seem less sensitive, but it must be kept confidential too because, at some level, if leaked out it could undermine Tesla's business success. Tesla's confidential or proprietary information includes intellectual property (including trade secrets and software source code), unannounced information about products and services, technology, pricing, customer information, suppliers, non-public financial information, plans and strategies, and product launches, (together "Tesla Business Information"), all of which have been created, acquired and/or compiled by Tesla at great effort and expense and must be protected from disclosure for legitimate and substantial business reasons. Tesla Business Information does not include employment-related information accessible to employees, such as wages, benefits and terms/conditions of employment, which are not restricted from disclosure by Company policy.

The unauthorized sharing of Tesla Business Information harms Tesla's ability to compete and undermines our mission. You should not share Tesla Business Information with anyone outside of Tesla unless your manager is first made aware and a non-disclosure agreement (NDA) is in place with the outside party. Tesla has a strong preference of not sharing Tesla Business Information—even with business partners—unless absolutely necessary.

Even within Tesla, all Tesla Business Information should only be shared on a "need to know" basis. For more information about how to handle proprietary information, consult the Global Data Classification Policy in the Policy Library. You should also periodically review the NDA that you signed when you joined Tesla. Contact the Legal Department with any questions. Remember that your obligation to protect proprietary information continues even after your relationship with Tesla ends.

For these reasons and also to prevent work disruption, you should never take photos or record images inside Tesla facilities that could publicly expose Tesla Business Information as defined above unless it is necessary to perform your job and approved by your manager.

Tesla's intellectual property rights (including trademarks, service marks, logos, copyrights, trade secrets, domain names and patents) are among its most valuable assets. To the extent allowed by applicable law, anything you create as part of your job—including inventions, discoveries, ideas, and improvements—is Tesla property and remains Tesla property when you leave the company. You should immediately report any misuse of Tesla's intellectual property rights.

Just as we expect the safeguarding of Tesla's assets, we must respect the proprietary information and intellectual property rights of others. Inappropriate use or disclosure of such material that belongs to others may expose Tesla and you to lawsuits and reputational damage. Seek advice from Legal before you solicit, accept, disclose or use proprietary information that may belong to any other person or company.

Nothing in this section is intended to preclude or dissuade you from engaging in activities protected or required by laws where you work.

### Taking Care of Property

Tesla provides every employee company property—items such as laptop computers, smart phones, tools, safety equipment and even Tesla vehicles—that enable them to perform their job. We all have a duty to guard against misuse, loss, damage or theft of these items. Never use company property for unauthorized purposes like a side business or personal activities, except in certain cases where the use is incidental (like using your computer to check personal email during a break). You should return company-owned property in its original condition once you are finished with it.

Being a good steward of Tesla's property extends to how we spend money. You should always obtain proper approvals and ensure that funds are spent for their intended purpose. Waste and misuse negatively affect Tesla's success and its ability to compete. Report any such abuse immediately.

## Outside Communications

When posting online or on social media, never include Tesla Business Information as defined in this Code (see Proprietary Information and Intellectual Property section above) or represent (or give the impression) that you are speaking on behalf of Tesla—unless, of course, you are authorized to do so. The same applies to communications with the media. Check with your manager before accepting any outside speaking engagement on behalf of the company. Consult How We Present Tesla to the World in the Policy Library for more information.

Avoid discussing Tesla Business Information in public places. Also be mindful of situations where others may be able to see your computer screen or overhear conversations. Remember that the outside world is very interested—and in some cases borderline obsessed—with what we do at Tesla.

## Data Privacy

Our customers and employees trust us with their personal data. We maintain that trust by managing personal data responsibly and ethically.

Our privacy-first policies ensure your personal data is in your hands, letting you decide what information you want to share—and when. For example, customers can freely choose whether to share with Tesla certain vehicle data collected by their cars. We only use data in the ways we mentioned when collecting it. If we want to use it for a new purpose, we get new permission. We collect and use only the data we need for the reasons we say and keep it only if we need to. And we never sell or rent personal data to others for any purpose.

We only share personal data outside Tesla with others who share our commitment to managing such data responsibly and ethically and with appropriate written agreements in place. We follow all applicable data protection and security laws within the countries where we do business. You should always follow Tesla policies when handling personal data, as failing to do so can result in severe consequences, including reputational damage. For questions, contact the Privacy Team at [Privacy@tesla.com](mailto:Privacy@tesla.com).

## Do Business with Integrity

### Product Safety

We believe that technology can help improve safety. That is why Tesla vehicles are engineered to be the safest cars in the world. We believe the unique combination of passive safety, active safety and automated driver assistance is crucial for keeping not just Tesla drivers and passengers safe, but all drivers on the road. This notion grounds every decision we make—from the design of our cars to the software we introduce to the features we offer every Tesla owner.

You should take pride in the quality and safety of our products. Pay attention to details. Say something if you see a quality issue and take steps to correct it. Do not cut corners.

Tesla is committed to full transparency with respect to accident and incident data. This is true not only for the vehicles we make, but also our energy generation and storage business. Ensuring customer safety and the quality of products and services is core to our mission.

### Accurate Recordkeeping

Each of us is responsible for keeping complete, clear and accurate records related to our work at Tesla. We cannot make good decisions with bad data.

You should obviously never falsify any record or report. Speak up to your manager or through the Integrity Line if you see information that is inaccurate or incomplete. Ensure that corrections are made. No one should ever put pressure on others to shade the truth.

Our records, and how we maintain them, are a sign of Tesla's health to the outside world. As a public company, Tesla has a legal obligation to report accurate financial results. Immediately report any concerns regarding the accuracy of financial records or failures of our internal controls to Compliance, Internal Audit or through the Integrity Line.

You should follow Tesla's Records Retention Policy, available in the Policy Library, to ensure that records are kept in the right way and for the right amount of time. Finally, as a Tesla employee, you must fully cooperate with any audits or investigations over your area of responsibility.

### No Bribes or Corruption

Tesla expects to succeed because we deliver the best products and services. We do not game the system. There is no place for bribery or corruption in our company.

Don't offer any bribe to anybody, anytime, for any reason. Remember that bribes are not limited to cash. Bribes can also be gifts, travel expenses, meals, hospitality, giving a job to someone's relative or close friend, or charitable contributions designed to influence.

We must all comply with laws such as the U.S. Foreign Corrupt Practices Act (FCPA), which prohibits giving bribes to non-U.S. government officials in exchange for favors. While laws like the FCPA distinguish between bribing government officials and non-government officials, Tesla does not make such a distinction. Bribery is always wrong, no matter who it involves.

We also prohibit facilitating payments (or "grease" payments), which are considered in some countries to be the equivalent of bribes. These are payments, usually in cash, given to government officials in exchange for moving you to the front of the line (e.g., for customs clearance or immigration), or in other cases just for doing their job, where there are no rules that allow for it. Do not make these payments.

We expect the same commitment to anti-corruption and fair dealing from our suppliers and other business partners. Before engaging any party that may represent Tesla or its interests before government officials, you should contact Compliance to help you conduct proper due diligence. Always reach out if you see troubling signs (or red flags) that anyone may bribe government officials to benefit Tesla. Consult Tesla's Anti-Corruption Due Diligence Procedures in the Policy Library for more information.

Tesla employees may not accept bribes, kickbacks or favors. Anyone who does this basically says that their own interests are more important than Tesla's mission. Accepting favors from third parties like suppliers and other business partners raises Tesla's costs in the long term and makes it harder for us to compete. It may also sacrifice quality.

Consult the Tesla Anti-Corruption Policy in the Policy Library for more information. Contact Compliance if you are ever in doubt or have questions.

## Gifts, Hospitality and Donations

The exchange of gifts and hospitality involving those outside Tesla (such as suppliers and customers) can only be done where the purpose is to create goodwill and as a business courtesy. It should never be done to create a feeling of return obligation.

Here are circumstances where the exchange of gifts and hospitality is never allowed:

1. It involves cash or cash equivalents, such as a gift card;
2. The gift or hospitality is not customary or tasteful;
3. It could be viewed as a bribe or attempt to secure improper influence;
4. It violates a policy or rule, either of Tesla or the other party's organization; or
5. The value is excessive.

How do you know if the value is excessive? The value should be modest, reasonable and proportional to the business at issue. Before giving anything of value above USD \$50 to an outside party, you must obtain written pre-approval from the Vice President in charge of the relevant business unit (or, if none, the most senior director or manager) and also Compliance. Vice Presidents and other directors or managers in charge of business units who seek to give anything of value above USD \$50 to an outside party must obtain written preapproval from their managers and Compliance.

The same rules apply prior to receiving anything of value above USD \$50 from a non-Tesla party (such as a supplier). If you receive a gift from a supplier that you know you cannot accept, politely return it and explain our policy.

The above rules apply per person on a single occasion. However, recurrent or frequent exchanges of gifts or hospitality may still require approval.

We have stricter requirements when it comes to government officials. Written pre-approval from Compliance and the Vice President in charge of the relevant business unit (or, if none, the most senior director or manager) is required prior to providing anything of value, regardless of amount, to a government official. For more information, see the Tesla Anti-Corruption Policy in the Policy Library.

We must also ensure that charitable contributions are made in furtherance of Tesla official business and never for purposes of securing an improper advantage. Your manager must provide written pre-approval for any charitable contribution that is made in Tesla's name or with Tesla funds, even if reimbursed. Any charitable contribution above USD \$250, whether cash or in-kind, must be pre-approved in writing by the Vice President in charge of the relevant business unit (or, if none, the most senior director or manager) with a copy to Compliance.

Where made, political contributions must be approved by the head of policy and government relations and the Legal Department. All political contributions must be approved by the head of policy and government relations, in consultation with Compliance.

	When is Approval Required?	(* Who Must Approve?
Receiving Gifts, Hospitality, other Benefits from Others Outside of Tesla	> USD \$50	Vice President over business unit and Compliance
Giving Gifts, Hospitality, other Benefits to Others Outside of Tesla	Government Officials - for any amount All Other Recipients > USD \$50	Vice President over business unit and Compliance must give written pre-approval
Charitable Donations	All Donations Donations > USD \$250	Manager must give written pre-approval Vice President over business unit must give written pre-approval, with copy to Compliance
Political Donations	All Donations	Head of Policy and Government Relations and Legal Department

\* Where there is no Vice President in charge of a business unit, the most senior director or manager should approve. Vice Presidents and others in charge of business units seeking to give or receive gifts or hospitality should obtain approval from their manager, with copy to Compliance.

## Competition and Fair Dealing

Tesla competes hard but always plays by the rules. We believe in free and open competition, which encourages innovation that drives our mission.

When it comes to dealing with competitors, we avoid any type of agreement or understanding that could reduce competition—including price fixing, bid rigging, market allocation and agreements to restrict supply. We do not share business plans or strategies with our competitors, even in casual conversation.

If you are ever unsure whether a conversation or agreement with a competitor or other outside party is okay, reach out to the Legal Department.

Tesla does not engage in abusive or manipulative behavior. This applies to how we deal with everyone. For customers, our goal is to meet or exceed their expectations of transparency and fairness. We honor consumer protection laws in the places in which we operate. We likewise aim to develop productive and trustworthy relationships with our partners (such as suppliers) that are grounded in a commitment to meeting one another's obligations.

## Insider Trading

You may know important information about Tesla's business that is not known to the public. Inside information—about things like upcoming product announcements, financial results or the number of vehicles produced and sold in a quarter, or innovation—has the potential to affect Tesla's stock price. You should only trade Tesla stock when relying upon publicly available information. Never trade Tesla stock using inside information. Do not provide inside information to others outside Tesla, including family members or friends—as "tipping" others is just as illegal as engaging in insider trading yourself.

The same rules apply in cases where you become aware of inside information about other companies (such as Tesla partners) because of your job at Tesla. Insider trading is always illegal, no matter whether it involves the stock of Tesla or another company.

Remember that, depending upon your job at Tesla, you may automatically be deemed an insider and prohibited from trading at certain times. Follow all directives in this regard. Consult the Insider Trading Policy in the Policy Library for more information and reach out to the Legal Department if you have any questions.

## Trade Compliance

Tesla's business involves the movement of vehicles, parts, technology and other items around the world. We are committed to doing this the right way, which means complying with all trade compliance laws. If your job at Tesla involves cross-border shipments, work with your manager and the Trade Compliance team to ensure that all requirements are followed.

When importing items, always use accurate classifications, values and country of origin. If you are contacted by customs officials or require assistance in obtaining accurate details, contact the Trade Compliance team at [TradeManagement@tesla.com](mailto:TradeManagement@tesla.com).

When exporting goods or technology (including in the United States to non-U.S. nationals), confirm that the export is permissible. Tesla does not do business with sanctioned people or entities or operate in sanctioned countries. Tesla also does not participate in or promote boycotts anywhere in the world that the United States doesn't support. If you become aware of such a request, or if you have any questions about sanctions or boycotts, contact the Trade Compliance team at [Export-Compliance@tesla.com](mailto:Export-Compliance@tesla.com).

For more information, review Tesla's Export Controls, Trade Sanctions and Anti-Boycott Policy, available in the Policy Library.

## Money Laundering

Money laundering is the hiding of illegally obtained money by making it appear legitimate. Tesla is committed to complying with all applicable anti-money laundering laws.

You should immediately report any transactions that are structured in a way that could be viewed as concealing illegally obtained funds or illegal conduct. Here are some examples of possibly suspicious activity:

- Attempts to make large payments in cash.
- Purchases of large numbers of vehicles or other expensive products that appear beyond the customer's means or needs.
- Payments made in currencies other than those specified in the contract.
- Requests for payment amounts that differ from what is required in the contract.
- Payments by someone who is not a party to the contract.

You should report any such suspicious transactions to Compliance, Internal Audit or through the Integrity Line

## Sourcing Responsibly

Consistent with our mission, we expect our suppliers to share Tesla's commitment to social, environmental responsibility and ethical conduct. All suppliers are required to follow Tesla's Supplier Code of Conduct, both in their operations and their own supply chain. Our suppliers must commit to upholding the human rights of workers, and to treating them with dignity and respect as understood by the international community. We take proactive steps to ensure these expectations are met.

We also require suppliers to use reasonable efforts to ensure that their parts and products do not contribute to armed conflict, human rights abuses or environmental degradation, regardless of sourcing location. Our goal is to create a conflict-free value chain. As a U.S. public company, we report annually on our due diligence efforts to understand the origin of the conflict minerals used in products and steps we are taking to eliminate any benefits from our sourcing to armed groups in the Democratic Republic of the Congo and its neighboring countries.

Consult the Supplier Code of Conduct and the Responsible Sourcing and Human Rights Policies, all available on the Policy Library, for more information.

## Requests for Waivers

In rare cases, it might be appropriate to waive a part of the Code. To request a waiver, contact Compliance in advance of the activity for which you want the waiver. When executive officers or directors seek waivers, only Tesla's Board of Directors may grant them, and the waiver will be publicly disclosed as required by law.

## Code of Ethics for CEO and Senior Financial Officers

The above Code of Business Ethics applies to all directors and employees of Tesla. The CEO and all senior financial officers, including the CFO and principal accounting officer, are bound by the provisions set forth therein relating to ethical conduct, conflicts of interest and compliance with applicable laws. In addition to the Code of Business Ethics, the CEO and senior financial officers are subject to the following additional specific policies:

1. The CEO and all senior financial officers are responsible for full, fair, accurate, timely and understandable disclosure in the periodic reports required to be filed by Tesla with the SEC. Accordingly, it is the responsibility of the CEO and each senior financial officer promptly to bring to the attention of the Disclosure Committee any material information of which they may become aware that affects the disclosures made by Tesla in its public filings or otherwise assist the Disclosure Committee in fulfilling its responsibilities as specified in Tesla's Disclosure Controls and Procedures Policy.
2. The CEO and each senior financial officer shall promptly bring to the attention of the Disclosure Committee and the Audit Committee any information they may have concerning (a) significant deficiencies in the design or operation of internal controls which could adversely affect Tesla's ability to record, process, summarize and report financial data or (b) any fraud, whether or not material, that involves management or other employees who have a significant role in Tesla's financial reporting, disclosures or internal controls.
3. The CEO and each senior financial officer shall promptly bring to the attention of the General Counsel or the Legal Department or the CEO and to the Audit Committee any information they may have concerning any violation of Tesla's Code of Business Ethics, including any actual or apparent conflicts of interest between personal and professional relationships, involving any management or other employees who have a significant role in Tesla's financial reporting, disclosures or internal controls.
4. The CEO and each senior financial officer shall promptly bring to the attention of the General Counsel or the Legal Department or the CEO and to the Audit Committee any information they may have concerning evidence of a material violation of the securities or other laws, rules or regulations applicable to Tesla and the operation of its business, by Tesla or any agent thereof, or of violation of the Code of Business Ethics or of these additional procedures.
5. The Board of Directors shall determine, or designate appropriate persons to determine, appropriate actions to be taken in the event of violations of the Code of Business Ethics or of these additional procedures by the CEO and Tesla's senior financial officers. Such actions shall be reasonably designed to deter wrongdoing and to promote accountability for adherence to the Code of Business Ethics and to these additional procedures, and shall include written notices to the individual involved that the Board has determined that there has been a violation, censure by the Board, demotion or re-assignment of the individual involved, suspension with or without pay or benefits (as determined by the Board) and termination of the individual's employment. In determining what action is appropriate in a particular case, the Board of Directors or such designee shall take into account all relevant information, including the nature and severity of the violation, whether the violation was a single occurrence or repeated occurrences, whether the violation appears to have been intentional or inadvertent, whether the individual in question had been advised prior to the violation as to the proper course of action and whether or not the individual in question had committed other violations in the past.

# Code of Business Ethics

# **EXHIBIT C**

# How We Present Tesla to the World

## Public Speaking and Social Media Guidelines



**Identify yourself in endorsements**

If your social media activity endorses Tesla's products or services, i.e., expresses opinions, beliefs, findings or experiences about Tesla's products or services, you must disclose your name and position with Tesla.

**Be respectful**

Do not post content about, or any image of, Tesla, management, co-workers or customers that is vulgar, obscene, threatening, maliciously false, or a violation of the Company's policies against discrimination, harassment, or hostility on account of a legally protected class, status or characteristic, such as race, gender, age, or disability. You may not disparage Tesla's products or services, or the products or services of its customers, vendors or competitors. You may not post any content, image or video of yourself that identifies you as a Tesla employee and depicts you engaging in illegal conduct, such as acts of violence or the illegal use of drugs, or in conduct that violates any Tesla policy.

**Respect Tesla's logo**

You may not use Tesla's logo, trademark or proprietary graphics for any commercial purpose, or any manner that may confuse the public about your status as a Tesla spokesperson.

**Protect confidential business information (Tesla Business Data)**

You may not disclose, or post images or video of, any of Tesla's trade secrets, products or Tesla Business Data or of any manufacturing process. Trade secrets may include information regarding the development of systems, business processes, products, know-how and technology. Such information may include non-public financial data, such as estimates of financial performance; sensitive business information, such as marketing strategies, product launches, and pricing policies; plans for the acquisition or disposition of corporate assets; information about customers; and Tesla's attorney-client communications or other internal business-related confidential communications.

**Safeguard sensitive personal information**

To reduce the risk of identity theft, stalking, and similar criminal conduct, you may not disclose personally identifying information (such as social security numbers, credit or debit card numbers or financial account numbers) of Tesla's employees, customers or vendors.

# **EXHIBIT D**

## Tesla Data Classification And Management Policy

### Purpose

In the course of your work at Tesla, your role may require you to use, collect, share and/or store a wide variety of Business Data<sup>1</sup> and Personal Data<sup>2</sup>. The purpose of this policy is to provide you with guidance on how to manage the data you may be handling at Tesla, and a framework for classifying data based on its level of sensitivity. Failure to appropriately manage and protect this data could cause substantial harm to Tesla, its customers or others. This includes an increased risk of data breaches, use of data for unauthorized purposes, loss of the value of Tesla's intellectual property, and violations of applicable laws requiring appropriate protection of the data Tesla manages.

### Scope

This policy applies globally to all employees, vendors, and contractors with access to Tesla network, systems and applications, and Tesla Data (Refer to Definition section for definition of capitalized terms).

### Responsibility

Information Security and Legal is responsible for Tesla's data classification definitions, data handling requirements, and evaluating and approving new data encryption technologies and software, as well as reviewing and approving all requests to use cryptographic technology within Company. The ownership for this policy is the responsibility of the Information Security organization under the Head of IT Security. This policy shall be reviewed periodically and formally approved by the Head of IT Security, with the assistance of the Governance Risk Compliance function of Tesla. This Policy shall be administered by Information Security. Questions regarding this Policy should be directed to [REDACTED].

Individuals who own or are responsible for the system/application are also responsible for the flow and storage of data within said system/application. All owners of systems/applications are responsible for abiding by the requirements of this policy.

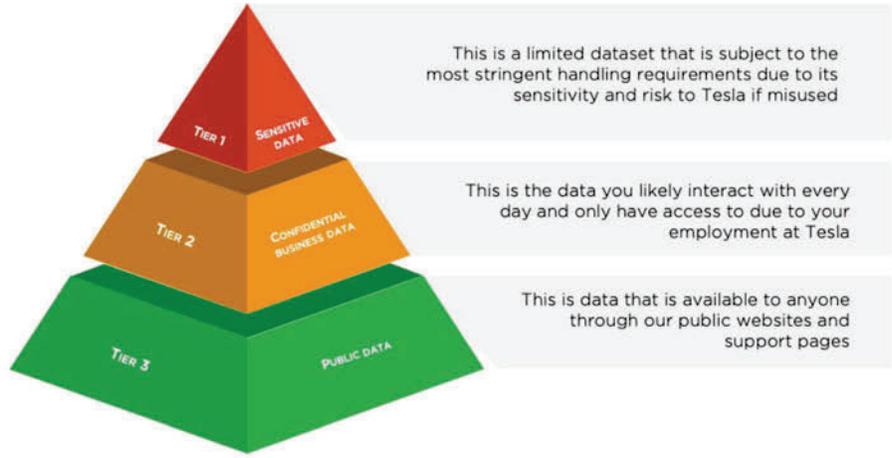
The examples provided in this policy are not exhaustive and do not encompass all use cases throughout Tesla. If your use case is not listed below and you are not sure what tier it falls under, please contact [REDACTED].

### Policy

#### Data Classification and Handling

Tesla categorizes data in three tiers. The three categories of '**Sensitive, Confidential Business Data, Public Data**' are illustrated and defined in the figure below. In a collection of data with multiple classification categories, the eventual classification is based on the information with the highest sensitivity.

## Data Tier Definitions



## Data Tier Classification Examples

This section provides guidance on how data is classified with the help of examples. Tesla Data includes both personal data (any data that relates to an identified or identifiable individual) and business data (any Tesla data which is not personal data) and falls under one of the three data tiers

## Tier 1 Sensitive Data

BUSINESS DATA		PERSONAL DATA	
<p><b>Core information assets</b> Trade secrets Source code Autopilot / computer vision code, firmware, infotainment Non-public merger and acquisition information Sealed attorney-client privileged information, or certain regulatory filings CAD/3D design files Vehicle and Energy product development iteration documentation Code Name Projects Other Tesla intellectual property</p>	<p><b>Non-public financial data</b> Financial statements and performance information which has not yet been publicly reported</p> <p><b>Security business data</b> Service secrets Passwords Token or badge info Encryption keys Device fingerprinting Jira tickets (e.g., autopilot, firmware)</p> <p><b>Energy Data</b></p> <ul style="list-style-type: none"> <li>• Tesla intellectual property and trade secrets</li> <li>• Tesla site controller and Megapack SW/FW, configuration files and source code</li> <li>• RTAC proprietary program</li> <li>• Device passwords and accounts</li> <li>• Energy customer data</li> </ul>	<p><b>Location data</b> GPS Lat/Long Customer address</p> <p><b>Government identifiers</b> Social security number Tax ID Passport number Driver's license number</p> <p><b>Health data</b> Any health information relating to a Tesla employee</p> <p><b>Biometric data</b> Facial image recognition Voice profile data used for ID verification Fingerprint data</p> <p><b>Transactions data</b> Service requested, provided, data/time of service, amount charged Bank name, address, phone number First 6 credit card digits</p> <p><b>Behavioral data</b> Customer profile or predictions of behavior</p>	<p><b>Financial data</b> Credit card number Bank and routing number Third-party payment service information</p> <p><b>Demographic data</b> Race Ethnicity Religion Sexual orientation Political opinions or trade union membership Disability</p> <p><b>Background check data</b> Consumer credit or background check report Criminal history Other related pass/fail indicators</p>

## Tier 2: Confidential Business Data

BUSINESS DATA		PERSONAL DATA	
<p><b>Core information assets</b> Board meeting agendas and decisions Source code not containing sensitive data JIRA tickets (excluding Tier 1 data)</p> <p><b>Security Reports</b> Network penetration testing reports Physical security penetration testing</p> <p><b>Risk Assessments</b> Third-party risk assessments Privacy impact assessments</p> <p><b>Internal corporate information</b> General organization structure information Non-public employee roles and positions Data center address Tracking tickets Creative graphics materials Third party contracts Server logs Corporate authentication logs Design documents and concepts, or other tesla work product Engineering product development documents Materials shared under Non-Disclosure (NDA) Internal performance recognition/feedback</p>	<p><b>Released product assets</b> Design, manufacturing or testing information Manufacturing stats / volume data</p> <p><b>Sensitive manufacturer filings</b> Floor plans or building schematics Manufacturer equipment specification data Manufacturer permit details</p> <p><b>Energy data</b> Network and SCADA device configurations Network diagrams Cyber asset lists (including baseline FW, IP addresses, etc.) Site security map or floor plan</p> <p><b>Operational information</b> Non-public office locations Tesla Intranet access and content Aggregated statistics Internal policies and procedures Meeting notes and calendar events Staff meeting presentations Internal company all-hands meeting info, announcements or newsletters</p> <p><b>Aggregated data</b> Location data Demographic data Device data Transaction data</p> <p><b>Energy data</b> Design manuals BoM of devices (make, model, serial number) Drawings that do not pose security risk (construction drawings and wiring diagrams)</p>	<p><b>Customer or lead contact details</b> First and last name Street or mailing address (home, work, etc.) Phone number Email address Date of birth</p> <p><b>Location data</b> Course location data (for example, SDK, beacons, IP address, geofence)</p> <p><b>Transaction data</b> Service requested, provided, data/time of service, amount charged Bank name, address, phone number Credit card details</p> <p><b>Tesla Identifier</b> Employee ID Vehicle pseudonym ID Tesla referral invite code</p> <p><b>Customer content</b> Tesla customer feedback submissions or survey responses Tesla forum content</p> <p><b>Device data</b> Device type OS version Mobile battery level Mobile carrier App version Hardware model Operating system Network/carrier</p>	<p><b>Photo or video/audio recordings</b> Customer uploaded photos VIN-associated Autopilot camera recordings (safety critical events; FSD Beta)</p> <p><b>Customer communications</b> Content of calls, texts, and voice memos sent between Tesla employees &amp; customers</p> <p><b>Vehicle ID data</b> License plate number Proof of insurance Vehicle Identification number (VIN)</p> <p><b>Demographic data</b> Gender Income</p> <p><b>Non-identifiable vehicle data</b> Vehicle make, model, year, color, configuration License plate country/state Log data with vehicle sensor or system activity Other pseudonymized vehicle data</p> <p><b>HR / Talent data</b> Contact details CV Payroll data Warning letter Employment history Benefits data Performance data Employee personal data</p>

## Tier 3 Public

BUSINESS DATA	
<p><b>Public information</b> Published Tesla corporate information such as job announcements Published financial information Public presentations</p>	<p>Published marketing materials or brochures Press releases, blogs, and social media posts Regulatory filings subject to public disclosure, such as SEC filings Megapack Product specs</p>

## Data Tiering Guidelines

### Approach:

When classifying a collection of data, the most restrictive classification of any of the individual data elements should be used. For example, if data collection consists of an employee's name, address, and social security number (SSN), the data collection should be classified as Sensitive even though the employee's name and address may be considered Confidential Business Data (Tier 2).

### Classification:

Data will be classified based on its level of sensitivity and the impact on Tesla should that data be disclosed, altered, or destroyed without authorization. The classification of data helps determine what baseline security controls are appropriate for safeguarding that data. All Tesla Data should be classified into one of the earlier mentioned three sensitivity levels, or classifications.

### Reclassification:

On a periodic basis, it is important to re-evaluate the classification of data to ensure the label is still appropriate based on changes to legal and contractual obligations as well as changes in the use of the data or its value to Tesla. This evaluation is the responsibility of the business function lead or data owner. If the classification of a certain data set has changed, an analysis of security controls should be performed by the data owner to determine whether existing controls are consistent with the new classification. In the absence of a data owner, the corresponding system owner or the application owner is responsible. If gaps are found in existing security controls, they should be corrected in a timely manner, commensurate with the level of risk presented by the gaps.

## Guidelines For Data Sharing

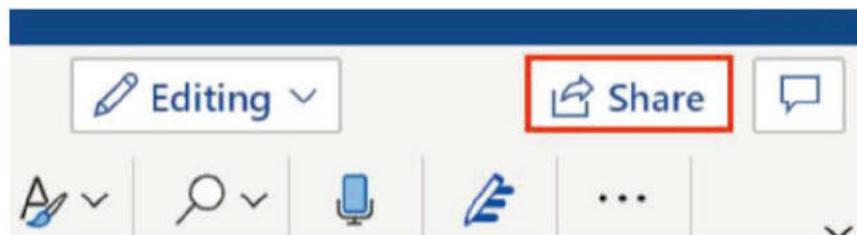
Internal And External

**Public data** can be shared using whichever method and medium is appropriate based on the initiative you are working on.

Within Tesla, **Confidential Business Data** should be shared only on a 'need-to-know' basis. The preferred method of sharing data is via Sharepoint Link.

**Sensitive Data** can be shared only with those that are authorized to handle the data in question.

### 1. Cloud Link - Sharepoint Link (preferred)



- Whether you are leveraging in Powerpoint, Word, Excel, or others – each application has a feature to share the document using a cloud link. This is the preferred method to share Tesla Data.
- Make every attempt to share files internally (i.e., within Tesla) using a OneDrive or Sharepoint link.
- For sharing files externally, use the related Tesla software application which has been designed around your specific business need (i.e. Warp, Supplier Relationship Management Portal, etc.) In the absence of a supporting Tesla application, use SharePoint only. Refer [External Sharing Steps & External SharePoint FAQ](#) for more information.
- Choose the appropriate permission level ("Specific People") - avoid selecting "Anyone in the organization" for data that is intended to be restricted.
- Sending files as email attachments is not recommended.

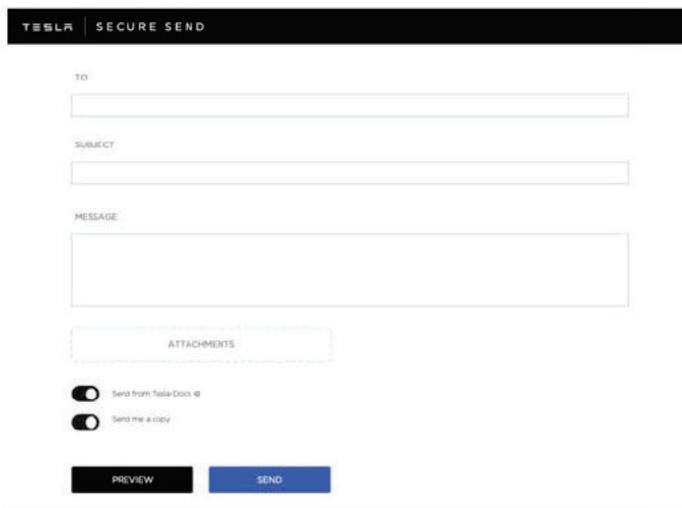
**2. SecureSend (secondary)**

- If your project requires -that Sensitive (Data (Tier 1) be occasionally shared by email, only use SecureSend
- Tesla's SecureSend web app automatically encrypts and anonymizes the email allowing you transmit sensitive content securely.
- Do not use your general email client ("Outlook") for sharing Sensitive Data (Tier 1), unless a cloud link is used.

**SecureSend**

Transmit sensitive email content securely (go.tesla.com/securesend)

- ✓ Messages are encrypted
- ✓ Anonymized by default
- ✓ All recipients are set to bcc
- ✓ Only intended recipients can open



**Additional Guidelines**

For System Owners

**Data Encryption**

To provide the appropriate restrictions for data classified as Sensitive, strong encryption should be used in both the storage and transmission of the data (end-to-end encryption and endpoint encryption). Data classified as Confidential Business Data shall be encrypted where technically feasible and deemed appropriate.

For Sensitive data the following encryption protocols must be followed.

- Vehicle Encryption - All connectivity from vehicles to Tesla network must occur over approved encrypted channels.
- E-Mail Encryption - Default Tesla Data Sharing method is via Sharepoint link. If Sensitive Data occasionally needs to be shared via email body or attachment, use SecureSend only. Refer to the section ' Guidelines for Data Sharing' (previous section) for more.
- Web Traffic Encryption - All sensitive data uploaded or downloaded to the web must utilize HTTPS connection.

- Secure File Transfer – SSH must be used with the File Transfer Protocol (FTP) in order to ensure secure file transfers.
- Site to site third-party partners must be encrypted and connections established with client and terminate on the corporate firewall.
- Password Encryption – Passwords must not be sent across the network in 'clear text' format.
- Passwords must also not be listed in clear text for the purpose of automating a login sequence. All passwords must be stored and transmitted in an encrypted format by the OS, DBMS, or application.
- All Sensitive data stored within and transmitted from a database must be encrypted

## Data Storage & Transfer

Data classified as Sensitive must be transmitted using a secure method. Secure methods include:

1. Data stored on physical media must be encrypted
2. Data transfer over a private or public network must be encrypted (the data must be encrypted both at rest and in transit)

*Note: Encryption keys/passwords must be shared through a separate channel. For e.g., do not send the encrypted file and password in the same email.*

### Data Access for Third Party (Vendors)

Tesla has approved the use of SharePoint and SecureSend to share files externally with third parties. Enabling external sharing for SharePoint sites requires approval from the Information Security team. Refer to 'External sharing for SharePoint sites' for more information. A valid NDA is required to send data classified as Sensitive & Confidential business data to third parties. The sponsoring manager shall ensure a valid NDA is in place before sharing files with third parties. For external system integrations contact [REDACTED]

### Business or personal Travel

If you are travelling to High Risk Countries for business or personal reasons, you are required to adhere to the 'IT Asset and Data travel Policy'. Refer to the Travel Security policy and guidelines' for more information.

*Note: For FAQs on Data Classification and Management, refer to the Wire links embedded.*

### Non-Compliance

Non-compliance to the policy requirements, and/or retrieving Tier Sensitive Data or Confidential Business Data from a controlled environment and placing it in an environment that does not have the same security controls may result in termination of access to data, disciplinary or other legal action up to and including termination of the employment relationship or other contracts with Tesla, as applicable.

## Definitions:

### Tesla Data:

Tesla's confidential or proprietary information, including but not limited to trade secrets, information about products and features, technology, pricing, customers, suppliers, non-public financial information, Personal Data, strategies and product launches and intellectual property all of which have been created, acquired and/or compiled by Tesla at great effort and expense and must be protected from disclosure for legitimate and substantial business reasons. For US-based employees, Tesla Data Business Information does not include employment-related information accessible to employees, such as wages, benefits, and terms/ conditions of employment, which are not restricted from disclosure by company policy.

**Personal Data:**

Any information that relates to an identified or identifiable individual (e.g., customer, employee, vendor point of contact).

**Data Sharing:**

Process of making data available to others (e.g., internal or external users, applications or organizations) by physical means (e.g., hardcopies, physical mailing, large display screens, banners) or electronic means (e.g., Sharepoint, email, application)

**High Risk Countries:**

The Tesla Security Operations Center will designate a country or region as high risk if the travel may pose a particularly high risk to information security of Tesla Data. This includes countries that pose a high risk of data compromise or other security attacks against the USA.

**Revision History**

Date	Author	Action Taken	Version
1/13/2021	Information Security	Document Creation	1.0
3/10/2021	Manager, Infrastructure Security	Document Update	1.1
1/29/2021	Head of IT Security	Approval	1.1
09/10/2022	Manager, Information Security & Compliance	Document Update	1.2
10/04/2022	Head of IT Security	Approval	1.2
11/29/2022	Privacy Legal (DPO)	Approval	1.2
3/27/2023	Manager, Information Security & Compliance	Document Update	1.3
3/28/2023	Head of IT Security	Approval	1.3
3/30/2023	Privacy Legal (DPO)	Approval	1.3
05/12/2024	Sr. Manager, Information Security & Compliance	Document Update	1.4
05/13/2024	Privacy Legal (DPO)	Document Approval	1.4
05/29/2024	Head of Information Security	Document Approval	1.4
07/12/2024	Manager, Information Security & Compliance	Document Update to address Supply Chain Management team's feedback	1.5
07/12/2024	Privacy Legal (DPO)	Document Approval	1.5

# **EXHIBIT E**

**From:** [REDACTED]  
**Sent:** Thursday, August 29, 2024 7:50 PM UTC  
**To:** Optimus-core [REDACTED]  
**CC:** Milan Kovac <[REDACTED]>  
**Subject:** Security and Confidentiality

As part of the Optimus team you have the privilege of working on cutting edge technology that will fundamentally change work and how tasks are accomplished. This privilege comes with the responsibility of protecting what is arguably the most valuable intellectual property in the world. As someone charged with this responsibility, I would like to remind you:

- Tesla IT assets and networks are monitored.
- Incidents of mishandling or suspected theft of Tesla property, including data and code, will be thoroughly investigated.
- Those found stealing Tesla property may be subject to
  - Termination of employment
  - Lawsuits in civil court
  - Criminal prosecution

Tesla takes security and the protection of its assets very seriously, and the repercussions of violating the trust put in you are not theoretical. In the past year alone, Tesla employees have been terminated, sued, and criminal charges have been brought against those engaging in violations damaging to Tesla. Following the rules is easy, dealing with the consequences of violating the rules is hard.

Refer to [IT Policies](#), your manager, or InfoSec for guidance on the proper handling of Tesla data and appropriate conduct on Tesla networks and assets. InfoSec questions may be directed to [REDACTED].

Thank you for the work you do in pushing Tesla's mission forward.

Best,

[REDACTED]

[REDACTED] | Director, Security Systems Engineering and Intelligence  
901 Page Ave., Fremont, CA 94538  
m. [REDACTED] | [REDACTED]

Visit our [Security Resources Hub](#) for all security information, events, and news.

**T E S L A**

The content of this message is the proprietary and confidential property of Tesla, and should be treated as such. If you are not the intended recipient and have received this message in error, please delete this message from your computer system and notify me immediately by reply e-mail. Any unauthorized use or distribution of the content of this message is prohibited. Thank you.

Please consider the environment before printing this email.

# **EXHIBIT F**

**From:** Tesla Information Security [REDACTED]  
**Sent:** Friday, September 13, 2024 11:15 AM  
**To:** [REDACTED]  
**Subject:** Your Role in Protecting Our Information



## **Tesla Business Data: Your Role in Protecting Our Information**

When each one of us joined Tesla, we were trusted to do our part to keep Tesla's business data\* safe and secure. We agreed not to email or upload Tesla's business data externally.

Recently, Tesla's Information Security team has seen an increase in business data shared externally for non-business reasons (e.g. seeking out special project information for use in an interview with a competitor). This could put our business

data at risk, causing team disruptions, project delays, extra work for others, and damage to our reputation and revenue.

To mitigate risk, here are three ways to keep our business data safe:

**1. Do not share Tesla's business data for any non-business reason.** Uploading or emailing Tesla business data to any non-Tesla system, including commercial cloud storage or personal email, is a violation of policy.

**2. Do not share non-public business data on social media or with those outside Tesla.** It may violate your Non-Disclosure Agreement (NDA) and Tesla policy.

**3. Review your NDA and the Information Security policies for more information, including more information about Tesla Business Data.** Violating Tesla policies could lead to legal or disciplinary action, including termination.

If you have any questions, reach out to [Infosec@tesla.com](mailto:Infosec@tesla.com) and visit [Tesla's Policy Library](#) to learn more about Tesla's policies and requirements.

Thank you for doing your part to keep Tesla data secure.

\*Tesla Business Data/Information includes Tesla's confidential or proprietary information, including but not limited to trade secrets, information about products and features, technology, pricing, customers, suppliers, non-public financial information, strategies and product launches and intellectual property (together "Tesla Business Information"), all of which have been created, acquired and/or compiled by Tesla at great effort and expense, must be protected from disclosure for legitimate and substantial business reasons. For US-based employees, Tesla Business Information does not include employment-related information accessible to employees, such as wages, benefits, and terms/conditions of employment, which are not restricted from disclosure by Company policy.

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2024 Tesla, Inc.

T E S L A

[Privacy & Legal](#)

# **EXHIBIT G**

In consideration of my employment or continued employment by **TESLA, INC.** (collectively with its divisions, subsidiaries and affiliates, the "**Company**") and the compensation now and hereafter paid to me, I agree as follows:

**1. PROPRIETARY INFORMATION.** During and after my employment, I will hold in strictest confidence Proprietary Information (defined below). I will not disclose, use, or publish any Proprietary Information, except as such disclosure, use, or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing.

**1.1 Protection of Proprietary Information.** Except as set forth under Section 1.2, "**Proprietary Information**" means all information, in any form and format, to which I have access by virtue of and in the course of my employment by the Company. By way of example, and without limitation, Proprietary Information includes non-public technical data, trade secrets, know-how, research and development, strategies, product launches, intellectual property, information about products or services, markets, features, technology, concepts, ideas, plans, designs, formulas, methods, processes, discoveries, improvements, source and object codes, data, programs, lists of or information relating to suppliers or customers, non-public financial information, Inventions, engineering, hardware configuration, marketing, and other business information of the Company that I have access to either directly or indirectly, in writing, orally, or by drawings or inspection of premises, parts, equipment, or other Company property. I acknowledge that the Proprietary Information has been created, acquired and/or compiled by the Company at great effort and expense and must be protected from disclosure for legitimate and substantial business reasons.

**1.2 Exclusions to Proprietary Information.** Notwithstanding the foregoing, Proprietary Information excludes any information that is or lawfully becomes known to the general public without breach of any confidentiality obligations. I also understand that nothing in this Agreement or definition of Proprietary Information is intended to limit any disclosure or discussion of employment-related information accessible to employees, such as employment terms/conditions, including wages, benefits, and other terms of employment, as protected by applicable law, which are not restricted from disclosure by this Agreement or any Company policy.

**1.3 DTSA Notice.** Tesla's Code of Business Ethics provided to you outlines the Company's reporting policy for a suspected violation of law.

**1.4 Legal and Equitable Rights.** This Agreement supplements, and does not supersede, any rights the Company may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

## **2. ASSIGNMENT OF INVENTIONS.**

**2.1 Proprietary Rights.** "**Proprietary Rights**" means all intellectual property rights throughout the world, including trade secret, patent, copyright, economic right of exploitation, mask work, and other, and including any registrations of or applications to register such rights.

**2.2 Moral Rights.** "**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."

**2.3 Inventions.** "**Invention**" 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).

**2.4 Prior Inventions.** I have set forth on **Exhibit A** to this Agreement (**Disclosure of Prior Inventions**) a complete list of all inventions that I have, alone or jointly with others, conceived, developed, or reduced to practice before the commencement of my employment with the Company, 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, "**Prior Inventions**"). If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process, or machine, the Company 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, disclose sell, and offer for sale, such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company's prior written consent.

**2.5 California Employees Only - Labor Code Section 2870 Notice.** I have been notified and understand that the provisions of Section 2.6 of this Agreement do not apply to any Company Invention (defined below) that qualifies fully as a non-assignable invention under the provisions of Section 2870 of the California Labor Code, which states:

(a) ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER:

(1) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUAL OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER; OR

(2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER.

(b) TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.

I agree to promptly advise the Company in writing of each Invention that I believe fully qualifies under California Labor Code Section 2870 promptly upon the creation of such Invention.

**2.6 Works for Hire; Assignment of Inventions.** I acknowledge and agree that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire" under the U.S. Copyright Act and that the Company will be considered the author and owner of such works. To the extent any such works of authorship are not deemed works made for hire, I hereby irrevocably assign to the Company all of my right, title, and interest (including all Proprietary Rights) in and to such works of authorship. I hereby assign, to the Company all my right, title, and interest in and to any and all Inventions that (i) are developed using equipment, supplies, facilities, trade secrets, or Proprietary Information of the Company, (ii) result from work performed by me for the Company, or (iii) relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research and development of the Company (the "**Company Inventions**"). I hereby irrevocably transfer and assign, to the Company 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 the Company.

**2.7 Notice to Third Parties.** During and after the term of my employment, the Company may, with or without prior notice to me, notify third parties of my agreements and obligations under this Agreement.

**2.8 Assistance.** I agree to assist in every proper way and to execute those documents and to perform such actions as are reasonably requested by the Company 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. I hereby irrevocably designate and appoint the Secretary of the Company as my attorney-in-fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by me. My obligations under this paragraph will continue beyond the termination of my employment with the Company for any reason, provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance.

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

**4. RETURN OF COMPANY RECORDS.** Upon the termination of my employment for any reason, or at such earlier time as the Company may request, I shall immediately return to the Company all originals and copies of all hard copy and electronic documents, files and other property of the Company in my possession or control or to which I may have access, including all records referred to in Section 3 above, regardless of the storage medium (e.g., internal or external hard drives, solid-state drives, USB flash drives, flash memory cards, and cloud storage).

**5. NO CONFLICTING OBLIGATIONS.** I represent that my performance of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust before my employment by the Company. Without limiting the foregoing, I agree that during my employment by the Company I will not improperly use or disclose any confidential information or trade secrets of any former employer or any other person to whom I have an obligation of confidentiality; I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or 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 the Company. I have not entered into and will not enter into any agreement or understanding, either written or oral, in conflict herewith.

6. **NOTICES.** Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below 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.

7. **EMPLOYMENT.** I understand and agree that nothing in this Agreement shall confer any right with respect to continuation of employment (which at all times shall be "at-will" unless I have entered into an explicit written agreement with the Company stating otherwise), nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

8. **GENERAL PROVISIONS.**

8.1 This Agreement will be governed by and construed according to the laws of the county and state in which I am primarily assigned to work in by Company. I understand and acknowledge that any disputes between myself and the Company may be subject to binding arbitration pursuant to any separate arbitration agreement I may enter into with the Company. To the extent that any lawsuit is permitted in court, then I hereby agree to submit to the jurisdiction of, and the exclusive jurisdiction over and venue in the state and federal courts located in the county and state in which I was last primarily assigned to work in by Company.

8.2 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.

8.3 Nothing in this Agreement is intended to restrict, or shall be interpreted as restricting, my right to (i) engage in activity protected by Section 7 of the National Labor Relations Act; (ii) discuss or disclose information about unlawful acts in the workplace, such as harassment, discrimination, or other conduct that I have reason to believe is unlawful; or (iii) initiate communications directly with, file any charge or complaint with, cooperate with, provide relevant information, or otherwise assist in an investigation by (A) the SEC, or any other governmental, regulatory, or legislative body regarding a possible violation of any federal law; or (B) the Equal Employment Opportunity Commission ("**EEOC**"), Department of Labor ("**DOL**"), National Labor Relations Board ("**NLRB**"), or any other governmental authority with responsibility for the administration of fair employment practices laws regarding a possible violation of such laws, or as compelled or requested by lawful process. Moreover, without limiting the foregoing, neither this Agreement nor the confidentiality provisions contained in any other existing employment related document between me and the Company shall be construed to prohibit or otherwise restrict me, as an employee of Company from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information under any procurement contract.

8.4 The Company and I acknowledge that, to the extent I have been engaged to provide services for the Company before the date of this Agreement (the "**Prior Engagement Period**"), whether as an employee, independent contractor, consultant, advisor, or otherwise, and if during the Prior Engagement Period: (i) I received access to any information from or on behalf of Company that would have been "Proprietary Information" if I received access to such information during the period of my employment with the Company under this Agreement; or (ii) I conceived, created, authored, invented, developed or reduced to practice any item, including any intellectual property rights with respect thereto, that would have been an "Invention" if conceived, created, authored, invented, developed or reduced to practice during the period of my employment with Company under this Agreement, then any such information shall be deemed "Proprietary Information" hereunder and any such item shall be deemed an "Invention" hereunder, respectively, and this Agreement shall apply to such information or item as if conceived, created, authored, invented, developed or reduced to practice under this Agreement.

8.5 The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns. The Company may assign any of its rights or obligations under this Agreement.

8.6 No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right.

8.7 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.

8.8 Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement. This Agreement shall be effective as of the first day of my employment with the Company.

UNDERSTOOD, AGREED TO, AND ACCEPTED WITH THE INTENTION TO BE LEGALLY BOUND:

**Dated:** \_\_\_\_\_

Jay Li

\_\_\_\_\_  
(Signature)

Jay Li

\_\_\_\_\_  
(Printed Name)

**Exhibit A**  
**Disclosure of Prior Inventions**

**TO:** Tesla, Inc.  
\_\_\_\_\_  
**FROM:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_  
**SUBJECT:** Disclosure of Prior Inventions  
\_\_\_\_\_

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 before my engagement by the Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 applicable inventions.

# **EXHIBIT H**

## **SCHEDULE 2 MUTUAL ARBITRATION AGREEMENT**

This Mutual Arbitration Agreement (“Agreement”) is entered into between Tesla, Inc. (including its current or future parents, subsidiaries, affiliates, successors and assigns, collectively “Tesla” or the “Company”), and the undersigned employee (“Employee”). Except as provided below, Tesla and Employee (the “Parties”) agree to arbitrate before a neutral arbitrator any and all existing or future disputes or claims between or among them that arise out of or relate to Employee’s recruitment, employment or separation from employment with Tesla. The Parties understand and agree that the arbitration shall take place in Employee’s city and state of employment with Tesla, unless the parties mutually agree on another location.

The Parties will use JAMS for arbitration, subject to the JAMS Employment Arbitration Rules and Procedures and the JAMS Policy on Employment Arbitration Minimum Standards of Procedural Fairness (“JAMS Arbitration Rules”), available at [www.jamsadr.com](http://www.jamsadr.com). Tesla will provide a copy of the rules upon a request by the Employee. The Rules explain how to file a Demand for Arbitration. If the JAMS Arbitration Rules conflict with this Agreement in any way, this Agreement prevails and controls. No arbitration under this Agreement shall be subject to the JAMS Class Action Procedures. The Demand for Arbitration must be filed within the statute of limitations applicable to the claim on which arbitration is sought. The arbitrator shall have the authority to compel adequate discovery for the resolution of the dispute. The arbitrator shall issue a written arbitration decision including the arbitrator’s essential findings and conclusions and a statement of the award, and the arbitrator shall have the authority to award such relief or remedies as would otherwise be permitted by law.

### CLAIMS COVERED BY THIS AGREEMENT

The Parties understand and agree that the following disputes are covered by this Agreement:

- claims for wrongful termination of employment or constructive discharge, infliction of emotional distress, conversion (theft), embezzlement, defamation (libel and/or slander), and unfair business practices;
- claims for discrimination, harassment (other than sex-based harassment), retaliation, or failure to accommodate;
- claims for non-payment, incorrect or overpayment of wages, commissions, bonuses, severance, employee fringe benefits, stock options, stock grants and the like, failure to pay wages for all hours worked, failure to pay overtime, failure to pay wages due on termination, failure to provide accurate, itemized wage statements, failure to provide breaks, failure to provide required terms and conditions of employment, entitlement to waiting time penalties and/or any other claims involving wages, hours, or conditions of work; or
- claims for fraud or misrepresentation, broken promises, fraudulent inducement to enter into a contract, interference with contract or prospective economic advantage, violation of any contract, or misappropriation of trade secrets.

### CLAIMS NOT COVERED BY THIS AGREEMENT

The Parties understand and agree that the following are not covered by this Agreement:

- claims for workers’ compensation benefits, unemployment insurance, or state or federal disability insurance;
- claims for sexual harassment or sexual assault (except to the extent Employee elects to subject such claims to arbitration hereunder);
- claims for public injunctive relief; or
- claims that may not be subject to pre-dispute mandatory arbitration under applicable law.

Nothing in this Agreement restricts Employee from submitting a charge or complaint to the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the federal Department of Labor, the Occupational Safety and Health Commission, the California Division of Labor Standards

Enforcement, or any other agency charged with investigating and/or adjudicating complaints. However, any dispute that is covered by this Agreement but not finally resolved by the agency must be submitted to arbitration.

Nothing in this agreement is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any arbitration pursuant to this Agreement; thus, claims for temporary or emergency injunctive relief to preserve the status quo prior to and/or in aid of arbitration are permitted.

#### CLASS AND COLLECTIVE ACTION WAIVER

The Parties agree to arbitrate all claims covered by this Agreement only as an individual. No claim may be brought or maintained on a class or collective basis in arbitration under any circumstances.

The Parties waive any right with respect to any covered claims to submit, initiate, or participate in a class action or collective action, regardless of whether the action is filed in arbitration or in court.

The Parties further agree that the foregoing class and collective action waiver also applies to any representative actions, except to the extent prohibited by applicable law. By way of example, the waiver of a representative action claim under California's Private Attorneys General Act ("PAGA") has been held unenforceable under California law. So long as that California law remains in effect (and in particular, is not found to be preempted by the Federal Arbitration Act), then any PAGA representative action claim shall be deemed a claim that is not covered by this Agreement, and must instead only be heard in court (not arbitration) – but all other claims covered by this Agreement remain subject to arbitration, and the Parties agree that the PAGA representative action claim in court shall be stayed until the arbitration of claims covered by this Agreement is concluded, unless such a stay is contrary to applicable law. However, the Parties further agree that if the California law prohibiting the waiver of PAGA representative action claims is found to be preempted by the Federal Arbitration Act, then the Parties agree to waive the right to bring any representative PAGA claim, and any remaining individual PAGA claims (if applicable) will be deemed a claim covered by this Agreement, and must be arbitrated on an individual basis.

The arbitrator shall have no power to decide any claim on class, representative, or collective basis and shall have no power or authority to award relief, restitution, damages, or any other remedy on a class, representative, or collective basis.

Any issue concerning the validity, enforceability, or scope of this class and collective action waiver must be decided by a state or federal court. If a court finds this waiver unenforceable, the arbitrator will have no power or authority to hear a class, representative, or collective action.

No arbitration award or decision will have any impact on issues or claims in any dispute with anyone who is not a named party to the arbitration.

#### FINAL AND BINDING ARBITRATION

The Parties understand and agree that the ARBITRATION OF DISPUTES AND CLAIMS UNDER THIS AGREEMENT SHALL BE INSTEAD OF A COURT TRIAL BEFORE A JUDGE AND/OR A JURY.

The Parties understand and agree that they are expressly waiving any and all rights to a trial before a judge and/or a jury regarding any disputes and claims which they now have or which they may in the future have that are subject to arbitration under this Agreement.

The Parties also understand and agree that the arbitrator's decision will be final and binding on both Tesla and Employee, subject to review on the grounds set forth in the Federal Arbitration Act ("FAA").

#### GOVERNING LAW

The Parties agree that Tesla is engaged in transactions involving interstate commerce. The Parties understand and agree that this is an agreement to arbitrate under the Federal Arbitration Act and that enforceability of this Agreement will be decided in accordance with the Federal Arbitration Act.

ARBITRATOR AND ATTORNEYS' FEES

Tesla agrees to pay the fees charged by the arbitrator for the arbitration fees that exceed those which would be required if the dispute had been filed in a court of law.

Tesla and Employee shall each pay their own attorneys' fees, and the arbitrator will not have authority to award attorneys' fees unless a statute or contract at issue in the dispute authorizes the award of attorneys' fees to the prevailing party, in which case the arbitrator shall have the authority to make an award of attorneys' fees as required or permitted by applicable law.

SEVERABILITY

The Parties understand and agree that if a court or arbitrator invalidates or refuses to enforce any term or portion of this Agreement, the remainder of this Agreement shall not be affected by such invalidity or unenforceability but shall remain in full force and effect, except that if any portion of the class or collective action waiver is found invalid or unenforceable, in no event shall a court or arbitrator order arbitration on a class, representative, or collective basis. Instead, if the class or collective action waiver is found unenforceable, the class, representative, or collective claim shall be litigated in Court.

MISCELLANEOUS

This Agreement will survive the termination of Employee's employment with Tesla.

The Parties understand and agree that this Agreement contains the complete agreement between Tesla and Employee regarding the subject of arbitration of disputes. This Agreement may only be modified in a writing that is offered by one of the Parties and accepted by the other Party.

AGREEMENT AND ACCEPTANCE

By executing this Agreement (by electronic means or otherwise), the parties intend to be bound by the terms of this Agreement as of the date set forth below.

Tesla, Inc.



Elon Musk

**Accepted by:**

Signature: Zhongjie Li  
Zhongjie Li (Aug 14, 2022 18:39 PDT)

Printed Name: Zhongjie Li

Date: Aug 14, 2022