



CONTRACTOR CONFIDENTIALITY AGREEMENT

This is a Confidentiality Agreement between _____, having its principal place of business at _____, ("Contractor"), and Harley-Davidson Motor Company, having its principal place of business at 3700 West Juneau Avenue, Milwaukee, Wisconsin 53208 ("H-D"). H-D and Contractor are evaluating the possibility of having, or already have, a business relationship involving the provision by Contractor of products and/or services to H-D. The purpose of this Confidentiality Agreement is to establish the confidentiality obligations of Contractor during the evaluation period and before, during and after the business relationship, if any.

AGREEMENT

In consideration of the mutual promises below and for other good and valuable consideration, the parties agree as follows:

Definition of Confidential Information. "Confidential Information" is proprietary, trade secret or other non-public information disclosed by H-D to Contractor that H-D would reasonably expect Contractor to keep secret. Confidential Information does not include information that Contractor can demonstrate through written or electronic records or other physical evidence (a) is at the time of disclosure by H-D or subsequently becomes generally available to the public through no fault of Contractor; (b) is already rightfully in the possession of Contractor at the time of disclosure by H-D and was not obtained from H-D; (c) is later rightfully obtained by Contractor on a nonconfidential basis from a third party not known by Contractor to be under an obligation of confidentiality to H-D; or (d) is later independently developed by the employees or agents of Contractor who had no access to or knowledge of the confidential information. Some examples of Confidential Information include, but are not limited to, H-D's new product plans, marketing plans, prototype and pre-production parts, cost and price data, non-public financial data, financial and production results and forecasts, RFPs and RFQs and responses thereto, drawings, processes, designs, design criteria, testing methods, third party materials, personally identifiable information, and terms of transactions and supplier agreements. H-D's Confidential Information includes confidential information of or about H-D's parents, subsidiaries and other present and future related companies (such as Harley-Davidson, Inc. and Harley-Davidson Financial Services, Inc.).

Nondisclosure and Nonuse of Confidential Information. Contractor will not use or disclose Confidential Information except as permitted in this Confidentiality Agreement. Contractor will use Confidential Information only for the benefit of H-D. Contractor may disclose Confidential Information to its employees or agents who need to know the Confidential Information in order to evaluate a potential business relationship between H-D and Contractor or to establish, maintain or improve a business relationship between H-D and Contractor. Contractor's employees and agents will be required to maintain the confidentiality of the Confidential Information and the failure of any of them to maintain confidentiality will be the responsibility of Contractor. Contractor agrees to take reasonable precautions to safeguard the Confidential Information and at a minimum to take the same precautions as it would to safeguard the confidentiality of its own proprietary, trade secret or other non-public information. Contractor may disclose Confidential Information to the extent disclosure is required by law, but only if H-D is given written notice of the proposed disclosure as soon as Contractor becomes aware of the disclosure obligation.

Return of Confidential Information. Upon the reasonable request of H-D, Contractor will promptly return all tangible forms (including electronic) of Confidential Information that have not already been properly disposed of. H-D will not request the return of Confidential Information that Contractor requires to fulfill its contractual obligations, if any, to H-D, or to exercise its rights, if any, under any contract with H-D. Contractor will only dispose of H-D's Confidential Information when the Confidential Information is no longer required by H-D. Contractor will only dispose of Confidential Information (such as documents or prototype or pre-production parts) in a manner that results in the destruction of the Confidential Information (such as shredding) so that the Confidential Information cannot be recovered or used by a third party following disposal.

Term. The parties' obligations under this Confidentiality Agreement will continue until three (3) years after the date of the first disclosure of Confidential Information or, if Contractor and H-D (or its affiliate) establish a business relationship, until the date three (3) years after Contractor and H-D (or its affiliate) terminate their business relationship, except that Contractors' obligations with respect to Confidential Information that constitutes trade

secrets under applicable law will continue until the later of the date on which such information no longer constitutes trade secrets under applicable law or the end of the term defined in the preceding sentence.

Confidentiality of Relationship. In order to prevent one party from unfairly attempting to exploit the other party's name, trademarks, or reputation, neither party will disclose or market the existence of a potential or actual business relationship between H-D and Contractor without the other party's written consent, which may be withheld or withdrawn for any reason, except to the extent disclosure is required by law.

Material Non-Public Information. Contractor will advise its employees or agents who are informed of Confidential Information, that in addition to their obligation to keep Confidential Information confidential, the United States securities laws prohibit persons who are in possession of material non-public information concerning a company from purchasing or selling securities of such company.

No Purchase Obligations. This Confidentiality Agreement, by itself, will not create an obligation on the part of H-D to purchase products or services from Contractor or an obligation on the part of Contractor to provide products and services to H-D. Any such obligations will be the subject of separate agreement(s) between the parties, which may incorporate this Confidentiality Agreement and/or include terms and conditions in addition to or different than those set forth in this Confidentiality Agreement.

No Export. Contractor acknowledges that Confidential Information which it receives may include technical data developed in the United States subject to export restrictions, and therefore, will not export or re-export any Confidential Information without full compliance with all applicable export laws.

Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof. It may not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both Parties. This Agreement does not supersede any prior confidentiality agreement between the parties, but Confidential Information disclosed under the terms of a prior agreement will be deemed to be Confidential Information for purposes of this Agreement. In the event of a conflict between this Agreement and any prior confidentiality agreement, the terms and conditions of this Agreement shall control. None of the provisions of this Agreement will be deemed to have been waived by any act or acquiescence on the part of H-D, its employees or agents, except by an instrument in writing signed by an authorized representative of H-D. No waiver of any provision of this Agreement will constitute a waiver of any other provision(s) or of the same provision on another occasion.

H-D:	Contractor:
<u>HARLEY-DAVIDSON MOTOR COMPANY</u>	_____
(Company Name)	
By: _____	By: _____
(Signature)	(Signature)
Name: _____	Name: _____
(Print Legible)	(Print Legible)
Title: _____	Title: _____
Date: _____	Phone #: _____
	Date: _____