

MORE ROADS TO HARLEY-DAVIDSON

# BUILDING THE NEXT GENERATION OF HARLEY-DAVIDSON® DEALERS

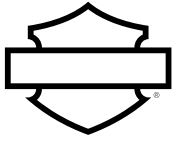
4

3

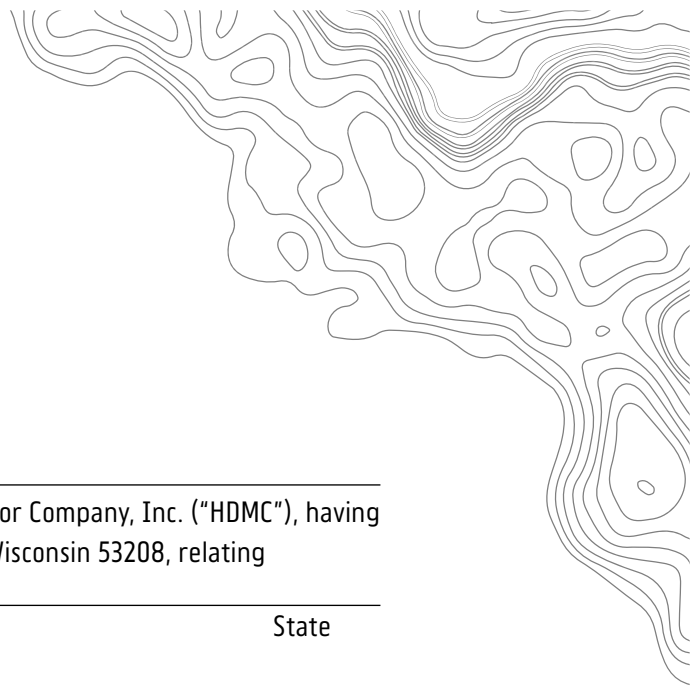
Inquiry Form  
Dealer Ownership Policy  
Confidentiality Agreement  
Membership Opportunities  
Dealer Application

# CONFIDENTIALITY AGREEMENT

We're excited you've thrown your hat in the ring. First, let's take care of some business.



MORE ROADS TO HARLEY-DAVIDSON



## CONFIDENTIALITY AGREEMENT

This is a Confidentiality Agreement between \_\_\_\_\_  
("Prospective Dealer Operator/Investor Group") and Harley-Davidson Motor Company, Inc. ("HDMC"), having  
its principal place of business at 3700 West Juneau Avenue, Milwaukee, Wisconsin 53208, relating  
to the authorized Harley-Davidson® dealership located in \_\_\_\_\_  
City State

### BACKGROUND

HDMC and Prospective Dealer Operator/Investor Group are evaluating the possibility of a relationship with regard to the potential appointment by HDMC of the Prospective Dealer Operator/Investor Group as an authorized dealer of HDMC's products. The purpose of this Confidentiality Agreement is to establish the confidentiality obligations of Prospective Dealer Operator/Investor Group.

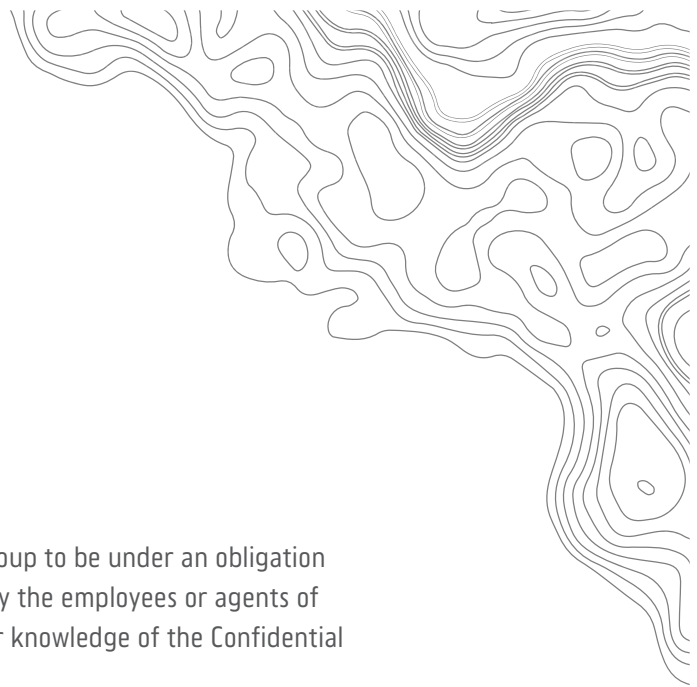
### AGREEMENT

The parties agree as follows:

- I. Definition of Confidential Information.** "Confidential Information" is proprietary, trade secret or other non-public information disclosed by HDMC to Prospective Dealer Operator/Investor Group that HDMC would reasonably expect Prospective Dealer Operator/Investor Group to keep secret. Some examples of Confidential Information are as follows: documents regarding HDMC's new product development plans, new products, production and delivery schedules, pricing marketing plans, prototype and pre-production parts, cost data, non-public financial data, financial and production results and forecasts, drawings, processes, designs, methods of accessing internal information (electronically or otherwise), dealer agreement terms, dealer policies, and other proprietary matters. Prospective Dealer Operator/Investor Group shall not disclose any such information or documents to any other person, including any competitors or customers. It also includes Confidential Information of or about HDMC's parents, subsidiaries and other present and future related companies (such as Harley-Davidson, Inc., Buell Motorcycle Company, LLC, Buell Distribution Company, LLC, and Harley-Davidson Financial Services, Inc.). Confidential Information does not include information that Prospective Dealer Operator/Investor Group can demonstrate (a) at the time of disclosure by HDMC is generally known to the public; (b) after disclosure by HDMC becomes generally known to the public through no fault of Prospective Dealer Operator/Investor Group; (c) is already in the possession of Prospective Dealer Operator/Investor Group at the time of disclosure by HDMC and was not obtained from HDMC; (d) is later obtained by Prospective Dealer Operator/Investor Group on a non-confidential basis from



MORE ROADS TO HARLEY-DAVIDSON



## CONFIDENTIALITY AGREEMENT

### AGREEMENT (continued)

a third party not known by Prospective Dealer Operator/Investor Group to be under an obligation of confidentiality to HDMC; or (e) is later independently developed by the employees or agents of Prospective Dealer Operator/Investor Group who had no access to or knowledge of the Confidential Information.

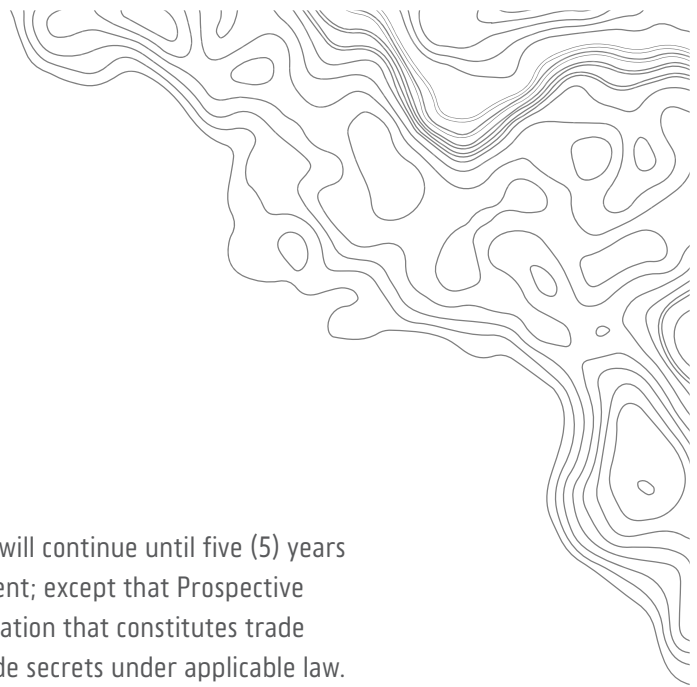
**II. Nondisclosure and Nonuse of Confidential Information.** Prospective Dealer Operator/Investor Group will not use or disclose Confidential Information except as permitted in this Confidentiality Agreement. Prospective Dealer Operator/Investor Group may use Confidential Information, and may disclose Confidential Information to its employees or agents who need to know the Confidential Information, in order to evaluate a potential business relationship between HDMC and Prospective Dealer Operator/Investor Group or to establish, maintain or improve a business relationship between HDMC and Prospective Dealer Operator/Investor Group. Prospective Dealer Operator/Investor Group'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 Prospective Dealer Operator/Investor Group. Prospective Dealer Operator/Investor Group may disclose Confidential Information to the extent disclosure is required by law, but only if HDMC is given written notice of the proposed disclosure as soon as Prospective Dealer Operator/Investor Group becomes aware of the disclosure obligation.

**III. Protection of Confidential Information.** Prospective Dealer Operator/Investor Group 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.

**IV. Return and Destruction of Confidential Information.** Upon the request of HDMC, Prospective Dealer Operator/Investor Group will promptly return all tangible forms (including electronic) of Confidential Information. HDMC will not request the return of Confidential Information that Prospective Dealer Operator/Investor Group requires to fulfill its contractual obligations, if any, to HDMC. Prospective Dealer Operator/Investor Group 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 so that the Confidential Information cannot be recovered or used by a third party following disposal. A written certification of destruction shall be provided from Prospective Dealer Operator/Investor Group to HDMC for all documents destroyed and not returned.



MORE ROADS TO HARLEY-DAVIDSON



## CONFIDENTIALITY AGREEMENT

### AGREEMENT (continued)

- V. Term.** The parties' obligations under this Confidentiality Agreement will continue until five (5) years after the date both parties have signed this Confidentiality Agreement; except that Prospective Dealer Operator/Investor Groups' obligations with respect to information that constitutes trade secrets will continue until the information no longer constitutes trade secrets under applicable law.
- VI. Confidentiality of Relationship.** In order to prevent one party from unfairly attempting to exploit the other party's name or reputation, neither party will disclose or market the existence of a potential or actual business relationship between HDMC and Prospective Dealer Operator/Investor Group 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.
- VII. Material Non-Public Information.** The United States securities law prohibit persons who are in possession of material non-public information concerning a company from purchasing or selling securities of such company.
- VIII. No Purchase or Appointment Obligations.** This Confidentiality Agreement, by itself, will not create an obligation on the part of HDMC to (a) provide any products or services to Prospective Dealer Operator/Investor Group, or (b) appoint Prospective Dealer Operator/Investor Group as an authorized dealer of HDMC's products. Any such obligations will be the subject of separate agreements between the parties, which may include terms and conditions in addition to or different than those set forth in this Confidentiality Agreement.
- IX. Remedies.** Prospective Dealer Operator/Investor Group agrees that its obligations hereunder are necessary and reasonable in order to protect HDMC and HDMC's business, and expressly agrees that monetary damages would be inadequate to compensate HDMC for any breach of any covenant or agreement set forth herein. Accordingly, Prospective Dealer Operator/Investor Group agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to HDMC and that, in addition to any other remedies that may be available in law, in equity, or otherwise, HDMC shall be entitled to seek injunctive relief against the breach or threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.



**MORE ROADS TO HARLEY-DAVIDSON**

## **CONFIDENTIALITY AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, effective as the date last signed by the below signatories.

### **PROSPECTIVE DEALER OPERATOR/INVESTOR GROUP**

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Name of company you represent (if applicable) \_\_\_\_\_

Dated \_\_\_\_\_

### **HARLEY-DAVIDSON MOTOR COMPANY, INC.**

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

