



CONTRACTOR CONFIDENTIALITY AGREEMENT

This is a Confidentiality Agreement between _____,
(Company's Name)
 having its principal place of business at _____,
(Company's Address)
 _____, ("Contractor"), and Harley-Davidson Motor Company, having
(City / State / Zip)
 its principal place of business at 3700 West Juneau Avenue, Milwaukee, Wisconsin 53208 ("H-D").

BACKGROUND

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 (a) at the time of disclosure by H-D is generally known to the public; (b) after disclosure by H-D becomes generally known to the public through no fault of Contractor; (c) is already in the possession of Contractor at the time of disclosure by H-D and was not obtained from H-D; (d) is later 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 (e) 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 are H-D's new product plans, marketing plans, prototype and pre-production parts, cost data, non-public financial data, financial and production results and forecasts, drawings, processes, designs, design criteria and testing methods. 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., Buell Motorcycle Company, LLC, Buell Distribution Company, LLC, 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 CONFIDENTIALITY AGREEMENT



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 request of H-D, Contractor will promptly return all confidential information. H-D will not request the return of confidential information that Contractor requires to fulfill its contractual obligations, if any, to H-D.

Term. The parties' obligations under this Confidentiality Agreement will continue until five (5) years after the date both parties have signed this Confidentiality Agreement or, if Contractor and H-D establish a business relationship, until the date five years after Contractor and H-D terminate their business relationship; except that Contractors' obligations with respect to information that constitutes trade secrets will continue until the information no longer constitutes trade secrets under applicable law.

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 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 agreements between the parties, which may include terms and conditions in addition to or different than those set forth in this Confidentiality Agreement.

H-D:

HARLEY-DAVIDSON MOTOR COMPANY

By: _____
(Signature)

Name: _____
(Print Legible)

Title: _____

Contractor:

(Company Name)

By: _____
(Signature)

Name: _____
(Print Legible)

Title: _____

Phone #: _____

Date: _____