



## Hedges & Company Privacy Policy and Confidentiality Agreement for the Aftermarket Industry Benchmarking Project

Hedges & Company is committed to protecting the privacy of each individual or company from whom we collect information and we wish to continue this important relationship of trust that we believe in.

Hedges & Company is conducting an Aftermarket Industry Benchmarking Project on behalf of SEMA-member companies. Information provided by participating companies is deemed Confidential and will be reported only in aggregated form. Participants' names and company names will not be linked to any responses. Answers will be summarized and reported to the industry in aggregate. Although this project is sponsored by SEMA, individual responses will not be given to SEMA. Terms and conditions are defined in this Confidentiality Agreement ("Agreement").

This Agreement is entered into as of \_\_\_\_\_ ("Effective Date") between Hedges & Company and the company named below ("Company").

- 1). Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information of the other party including, without limitation, business information and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (a) industry-wide information summarized in aggregate form; (b) information already known or independently developed by the recipient; (c) information in the public domain through no wrongful act of the recipient; or (d) information received by the recipient from a third party who was free to disclose it.
- 2). Covenant Not to Disclose. With respect to the other party's Confidential Information, the recipient hereby agrees that it shall not use, commercialize or disclose such Confidential Information. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own confidential information.
- 3). Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States and of the State of Ohio.
- 4). Assignment. Neither party may assign its rights under this Agreement without the prior written consent of the other party; provided, however that Hedges & Company may assign all of its rights under this Agreement to a purchaser of all or substantially all of Hedges & Company's stock or assets. This Agreement shall be binding and inure to the benefit of the parties and their respective successors and permitted assigns.
- 5). Dispute Resolutions. In the unlikely event of a dispute relating to or arising out of this Agreement, the Parties agree to first confer and negotiate in good faith to resolve the dispute. If the parties are unable to resolve the dispute themselves, they agree to resolve it through binding arbitration in the State of Ohio. In arbitrating any issue arising under this agreement, the powers and authority of the arbitrator shall include the power and authority to grant such equitable relief (including injunctive relief) as may be appropriate, in accordance with applicable law. The decision or award of the arbitrator shall be binding upon the Parties and shall be enforceable by judgment entered in a court having jurisdiction. The prevailing party shall be entitled to recover all costs of arbitration, including arbitrator fees and reasonable attorneys' fees. The arbitrator shall not be authorized or empowered to arbitrate disputes between the parties that do not arise under this agreement.
- 6). Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and, in such event, such provision shall be changed and interpreted so as to accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.
- (7). Waiver. The waiver by either party of a breach of any provision contained herein shall not be effective unless in writing signed on behalf of the party against whom the waiver is asserted. Any waiver shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself.

(8). Notice. All notices permitted or required under this Agreement must be in writing. They will be deemed given when required if: (a) delivered personally; (b) sent by commercial overnight courier with written verification of receipt; or (c) sent by registered or certified mail, return receipt requested, postage prepaid. Such notice shall be treated as having been received upon the earlier of actual receipt of five (5) days after posting. All communications must be sent to the receiving party's initial address, as indicated in this Agreement,

(9). Miscellaneous. Neither party shall have authority to act as an agent of the other party for any purpose whatsoever. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations and agreements, whether written or oral.

(10). Modifications. Hedges & Company may modify this Agreement and any policies affecting the Site effective immediately upon notice to you, posted to the website or distributed via electronic mail or conventional mail. Your continued participation in the Aftermarket Industry Benchmarking Project following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modification(s).

(11). Term. The Term of this Agreement will begin on the Effective Date and continue in force unless earlier terminated by either party. Either party may terminate this Agreement, with or without cause, by giving twenty (20) days prior notice of termination to the other party. Notwithstanding any expiration or termination of this Agreement, both party's obligations under Sections 1 and 2 shall survive such termination with respect to any Confidential Information.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives as of the Effective Date.

Hedges Management, Inc.,  
dba Hedges & Company

72 Village Way Suite 2C

Hudson OH 44236

(234) 380-1650

By (signed): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company City/State/Zip \_\_\_\_\_

Company Phone: \_\_\_\_\_

By (signed): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_