

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement made this ___ day of _____, 2005/2006 by and between Standard Motor Products, Inc. and _____.

WHEREAS, the parties hereto (the "Parties") have agreed to enter into discussions concerning a possible business transaction (the "Transaction"), and

WHEREAS, it is anticipated that to assist the efforts of the Parties in evaluating the Transaction, the Parties intend to provide to each other with certain Confidential Information (as defined below), and

WHEREAS, both Parties desire to have any and all such Confidential Information kept in the strictest confidence and to maintain each respective Party's exclusive rights in and to the Confidential Information;

NOW THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree, as follows:

1. "Confidential Information" shall mean (a) any information disclosed by or on behalf of a party ("disclosing party") to the other party ("receiving party") whether provided orally or in writing and on whatever medium, concerning the disclosing party's business and/or operations and includes without limitation any materials, trade secrets, know-how, formulas, processes, algorithms, ideas, strategies, inventions, data, designs, flow charts, drawings, proprietary information, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/or future business and operations of the disclosing party, and (b) any analyses, compilations, studies, summaries, extracts or other documentation prepared by the receiving party or a third party based on the information disclosed by the disclosing party, all of which shall be treated as confidential.

2. Unless otherwise agreed to in writing by the disclosing party, the receiving party agrees that it, its affiliates, subsidiaries, directors, officers, employees, agents and representatives will hold in strict confidence all Confidential Information received from the disclosing party and the Confidential Information will not be disclosed in any manner whatsoever. The receiving party also agrees that it shall use the Confidential Information only in connection with its evaluations of the proposed Transaction and shall not otherwise use any Confidential Information in its business or disclose it to others in any manner nor will it make copies of the Confidential Information unless such copies are strictly required for the purposes of evaluating the Transaction.

3. The receiving party shall disclose to its employees Confidential Information only to the extent necessary to allow them to evaluate the proposed Transaction. This Agreement shall not apply to Confidential Information which:

- (a) is or becomes publicly available through no fault or breach of this Agreement by the receiving party;
- (b) is intentionally released in writing to the general public by the disclosing party;
- (c) is lawfully obtained from third parties without breaching any provision of any non-disclosure agreement;
- (d) is previously known or developed by the receiving party independently of the disclosing Party; or
- (e) must be disclosed pursuant to or required by law.

The foregoing exceptions (a) through (e) shall be narrowly construed and shall not be interpreted by the receiving Party as justification for disregarding the obligations of confidence set forth in this Agreement merely because individual portions of the Confidential Information may be found to be within one or more exception, or otherwise, or because the Confidential Information is implied by but not specifically disclosed in information falling within the exception.

4. The receiving party will have appropriate written agreements with its employees whose services it may require to evaluate the Transaction sufficient to enable it to comply with all the terms of this Agreement.

5. The receiving party shall return to the disclosing party all Confidential Information which has been provided upon the request of disclosing party and shall not retain copies of such Confidential Information. To the extent that the receiving party has made or prepared evaluations, notes or other materials regarding the proposed Transaction based in whole or in part on any Confidential Information, the receiving party agrees that, upon the written request of the disclosing party, it shall destroy all such materials, including any copies, and shall furnish to the disclosing party a certificate, signed by an officer of the receiving party, attesting to such destruction. In the event the receiving party reasonably determines that it is required by law to make a disclosure of Confidential Information, it shall as promptly as possible notify the disclosing party and allow the disclosing party a reasonable opportunity to seek an injunction or other equitable relief preventing the proposed disclosure.

6. The disclosing party shall have no liability arising from or relating to any use of or reliance upon any information disclosed to the receiving party pursuant to this Agreement.

7. The receiving party agrees that money damages would not be an adequate remedy for any breach of this Agreement and that, in the event of any breach, the disclosing party shall be entitled to seek injunctive relief or any other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy shall not be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity.

8. This Agreement shall be governed by the laws of the State of New York. There are no understandings, agreements, or representations, expressed or implied, regarding the Confidential Information or the Transaction not specified herein. This Agreement may not be amended except in a writing signed by both Parties. This Agreement shall not be assigned or delegated in any manner without the prior written consent of the disclosing party and any attempted assignment or delegation without such prior written consent shall be void.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective on the date first above written.

STANDARD MOTOR PRODUCTS, INC.

By: _____

By: _____

Title: _____

Title: _____