

## MUTUAL NONDISCLOSURE AGREEMENT

This Agreement made this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”) by and between Standard Motor Products, Inc. (“**SMP**”) and \_\_\_\_\_ (the “**Vendor**”).

WHEREAS, SMP and Vendor (collectively, the “**Parties**”) desire to enter into discussions concerning certain goods and/or services to be provided to SMP by Vendor (the “**Transaction**”);

WHEREAS, it is anticipated that the Parties will provide each other with certain Confidential Information (as defined below) in connection with the Transaction; 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) all non-public, confidential or proprietary information disclosed by or on behalf of a Party (“**disclosing party**”) to the other Party (“**receiving party**”) on or after the Effective Date, concerning the disclosing party’s business and/or operations, including, 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 or operations of the disclosing party or its subsidiaries or affiliates, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, that the disclosing party either clearly labels as “confidential” prior to furnishing it to the receiving party, or designates as “confidential” in a written notice to the receiving party within ten (10) days of its disclosure hereunder; 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.

2. Unless otherwise agreed to in writing by the disclosing party, the receiving party agrees that it and its affiliates, subsidiaries, directors, officers, employees, agents and representatives (collectively, “**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 Representatives 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 Representatives whose services it may require to evaluate the Transaction sufficient to enable it to comply with all the terms of this Agreement.

5. This Agreement shall be effective as of the date hereof and shall terminate one (1) year thereafter, provided that the obligation of confidentiality set forth herein shall survive any termination or expiration of the Agreement for a period of three (3) years thereafter.

6. 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.

7. 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.

8. 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.

9. Vendor hereby acknowledges that it is aware, and that it will advise its Representatives having access to the SMP's Confidential Information, that the United States securities laws prohibit any person who has received material, non-public information concerning certain matters which may be the subject of this Agreement from purchasing or selling securities of SMP or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

10. This Agreement shall be governed by the laws of the State of New York, without giving effect to any conflict of law provision or rule of such state. 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: \_\_\_\_\_

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

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

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

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