CONFIDENTIALITY AGREEMENT

THIS AGREEMENT IS MADE BETWEEN;

SCL Exhausts Ltd **Of** 199 Killyman Road, Dungannon, Co.Tyrone, BT71 6LN
(the "Customer")

-AND-

_____ **Of** _____
(the "Supplier")

RECITALS

A. Supplier and Customer are entering into a relationship that may require each to disclose confidential and propriety information to the other.

B. Supplier and Customer desire to set forth, through this agreement, the terms and conditions applicable to the disclosure and receipt of each others confidential and proprietary information.

AGREEMENT

Now, therefore, in consideration of the mutual benefits to be derived from this agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1.   All information provided by either party that is noted, transmitted visually, orally or electronically (financial data, specifications, drawings, processes, designs, plans, instructions, data manuals, equipment, memoranda, notes and legal documents) shall be treated by the receiving party as the strictly confidential and proprietary information of the disclosing party that shall not be disclosed by the receiving party to any other individual or entity.

2.   Any of the Confidential information disclosed is to be used for the sole purpose enabling the parties to develop their relationship.

3.   In no event shall the receiving party be deemed, by virtue of the terms of this agreement or by any disclosure form or discussion with the disclosing party, to have acquired any right or interest in or to such Confidential Information.

4.   Each party agrees that it shall restrict dissemination of the other party's Confidential Information only to those individuals who must be directly involved in evaluating the Confidential Information and use the same degree of care that it uses for its own information of like importance, but at a minimum due care, in safeguarding against disclosure of the other party's Confidential Information.. To the extent that either party electronically transmits information, due care shall include;

a)   Firewalls to protect internet systems,
b)   Restrictions on the use and storage of electronic transmissions, and
c)   Encryption or other security devices.

5.   No reproductions, copies, or extracts of any Confidential Information shall be made without the disclosing party's express written consent, and the receiving party shall refrain from using any such information as long as it remains Confidential Information.

6.   Confidential Information shall not include information that is;
a)   now available or becomes available to the public without breach of this agreement,
b)   released in writing by the disclosing party, or
c)   obtained from a third party or parties having no obligation of confidentiality with respect to such information.

7.   Each party acknowledges that failure to perform the obligations and agreements set out in this agreement may result in irreparable injury to the other party. Accordingly, each party further agrees that, in addition to remedies otherwise available at law or in equity, any and all such obligations may be enforced by suit, restraining order, and/or injunction.

8.   This agreement shall continue in full force and effect for a period of three years from its effective date.. The confidentiality obligations imposed under this agreement shall expire three years from the date of receipt of each item of Confidential Information.

9.   The validity, interpretation and enforcement of this agreement are governed by the laws of the Northern Ireland Assembly.

10.   This agreement shall inure to the benefit of and be binding on Supplier, Customer and their respective successors and assigns.

11.   This agreement may be amended only by a writing signed by both parties.

12.   The individual signing this agreement warrants that he or she has the full power and authority to bind his or her company to the obligations set forth in this agreement.

[SUPPLIER]   [CUSTOMER]

Signed:_____   Signed_____

Name:_____   Name:_____

Title:_____   Title:_____

Date:_____   Date:_____