

CONFIDENTIALITY AGREEMENT

This agreement has been executed to facilitate the exchange of proprietary information and/or data between Second Chance Body Armor, Inc., a Michigan corporation, of P.O. Box 578, 7915 Cameron Street, Central Lake, Michigan 49622, and Toyobo Co. Ltd., 2-8 Dojima Hama, 2-chome, Kita-ku, Osaka 530-8230, Japan It is contemplated that each party may make available to the other certain confidential information in the course of evaluating used body armor made from Zylon fiber, for the purpose of estimating the lifetime of such body armor. We agree that such disclosures will be made under the following terms and conditions:

1. For a period of five (5) years from the acceptance date of this agreement, each party hereto shall use the same level of care used with its own information of a similar nature, to keep confidential the information it receives from the other. All such information shall be disclosed in writing and designated confidential or if disclosed orally, shall be confirmed in writing and designated confidential within thirty (30) days of such disclosure.
2. For a period of five (5) years from the acceptance date of this agreement, each party hereto agrees that it will not disclose to any third party, nor use such confidential information it receives from the other for any purpose other than that contemplated under this Agreement.
3. Such information shall not be considered confidential nor subject to this Agreement if it
  - a. Was rightfully in the possession of the receiving party prior to the date of disclosure of such information to the receiving party as evidenced by written documents; or
  - b. Was in the public domain prior to the date of disclosure to the receiving party; or
  - c. Becomes part of the public domain by publication or otherwise except by an unauthorized act or omission on the part of the receiving party; or
  - d. Is supplied to the receiving party by a third party who is under no obligation to the disclosing party to maintain such information in confidence; or
  - e. Is developed by or for the receiving party independently of the disclosure made under this Agreement.
4. Neither this Agreement nor the disclosure of information hereunder shall be deemed by implication or otherwise to vest in the receiving party any rights in any patents, trade secrets, or other property of the disclosing party.

This agreement has been executed by an authorized representative of each party.

Second Chance Body Armor, Inc.

Toyobo Co., Ltd.

By: Thomas E. Bachner, Jr.  
Thomas E. (Ed) Bachner, Jr.  
Its: Group Vice President.

By: Yoshinari Ohira  
Yoshinari Ohira  
Manager, Sales & Marketing, North America

Date: August 7, 2001

Date: August 20, 2001