



Force Protection, Inc.
9801 Highway 78, Bldg #1
Ladson, SC 29456

www.forceprotection.net

To: Force Protection Inc.
Force Protection Industries, Inc.
Force Protection Technologies, Inc.
9801 Hwy 78, Bldg #1
Ladson, SC 29456

Attn: Chief Financial Officer

CONFIDENTIALITY & NON-DISCLOSURE

Gentlemen:

We acknowledge that as a result of our visit to your facility or our discussions with you, we may become aware of or familiar with your data, technology, concepts, devices, inventions, processes and compilations of technical or other information, records, specifications, designs, drawings, engineering information, plans, proposals, software, marketing and sales programs, financial information, ideas, vendor and customer information and other documents or material of whatever kind ("Confidential Information") and Trade Secrets which are essential to your ability to compete and be successful in the business of developing, designing, manufacturing, marketing and selling landmine, blast and ballistic protected vehicles and/or in such other business that you may undertake from time-to-time as part of your regular commercial activities. As an inducement for you to disclose such information to us, and to allow such visits and engage in such discussions, we agree that we shall not use or disclose any of your Confidential Information or Trade Secrets to any third party for any reason whatsoever, except as required in connection with such visit and discussions. All information containing Confidential Information and Trade Secrets shall be and shall remain your sole property and shall not be duplicated or distributed without your prior written consent.

The term "Trade Secret(s)," as used herein, shall be defined as set forth in the South Carolina Uniform Trade Secrets Act (South Carolina Code Ann. Section 39-8-1 (Supp. 1997), as follows: information, including, but not limited to, a formula, pattern, compilation, program, device, method, technique, product, system or process, design, prototype, procedure or code that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, the public or any other person who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are

reasonable under the circumstances to maintain its secrecy. We expressly agree that should the South Carolina Legislature change the definition of "Trade Secret" set forth in the Act, such new definition shall be binding from the date of said amendment forward. By way of illustration and not limitation, we acknowledge that your lists of suppliers and customers, bidding and pricing practices, industry contacts, technical and engineering data, reports and models, and all specifications, techniques, processes and information concerning the design and manufacture of your vehicles are valuable, special and unique assets and are Trade Secrets belonging to you.

We acknowledge that the violation of any of the provisions of this agreement will cause irreparable loss and harm to you which cannot be reasonably or adequately compensated by damages in an action at law, and, accordingly, that you will be entitled to injunctive and other equitable relief to enforce the provisions of this agreement and to prevent or cure any breach or threatened breach thereof; but no action for any such relief shall be deemed to waive your right to an action for damages. We also agree that it will not be a defense to any request for such relief that you have an adequate remedy at law. For purposes of any proceeding under or with respect to this agreement, we submit to the nonexclusive jurisdiction of the State and Federal courts located in the State of South Carolina.

If our relationship terminates, or at any time upon your first request, we will promptly return to you all of your documents, information and other material that you have provided to us, and we will not retain any copies, extracts or other reproductions, in whole or in part. Our obligation not to disclose or use your Confidential Information and Trade Secrets shall continue for a period of five (5) years following the date hereof. We agree that the undertakings set forth in this letter shall be for the benefit of you, your subsidiaries, your successors and assigns including the assignee of any Trade Secret, and shall be binding upon our affiliates, subsidiaries, agents, directors, officers and employees. The obligations hereunder shall not apply to information: which is, or becomes, in the public domain through no fault of you; independently developed by you prior to disclosure hereunder; properly disclosed by a third party without restriction on disclosure or use; or required to be disclosed pursuant by applicable law or order of court, government department or agency, provided that you provide us with prior written notice sufficient to allow us to object or otherwise restrict disclosure.

Regards,

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____