

Non-Disclosure Agreement

This Agreement is entered into by Stephen Saporito for himself and on behalf of his subsidiaries or affiliated entities owned by or under common control with him including but not limited to DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R), Inc. and Dare 2B Different™ ("**DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R)**") and recipient.

for himself and on behalf of his subsidiaries or affiliated entities owned by or under common control with him (together, "**Recipient**").

WHEREAS DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) desires to provide Recipient information from DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) related to DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R)'s technology and intellectual property for Recipient to evaluate in anticipation of a potential manufacturing agreement;

Whereas this Agreement is a bargained for and material condition for Recipient to receive the benefits of the access to DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R)'s technology and intellectual property.

Now therefore DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) and Recipient (individually referred to as a "**Party**" and collectively referred to as the "**Parties**"), with the intent to be bound agree as follows:

1. Effective Date. The Effective Date of this Non-Disclosure Agreement ("**Agreement**") is the date of the first disclosure of any Confidential Information by DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) to Recipient.

2. Definitions.

2.1 "**Confidential Information**" shall include all information or material that has or could have commercial value or other utility in the business or prospective business of DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) or its subsidiaries or affiliates. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) or its subsidiaries or affiliates whether or not such information is identified as Confidential Information. By example and without limitation, Confidential Information includes, but is not limited to, any and all information of the following or similar nature, whether or not reduced to writing:

Schematics, configuration information, software, research papers, projections, procedures, routines, quality control and manufacturing procedures, processes, formulas, trade secrets, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, know-how, formats, plans, sketches, drawings, demonstrations, and models; information relating to the release, availability, configuration, introduction, transition, termination or end-of-life status and schedules for DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R)'s products and components thereof; any other information or procedures that are treated or designated secret or confidential by DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R); customer lists, customer and supplier identities and characteristics, agreements, marketing knowledge and information, sales figures, pricing information, marketing plans and business plans; and strategies, forecasts, analyses, financial information, and budgets.

Without limiting the foregoing, Confidential Information shall also include all analyses, compilations, forecasts, schedules, studies or other notes or documents prepared by Recipient or its Representatives which contain or reflect, or are generated from, any such information.

2.2 **“Representative”** as used in this Agreement shall include Recipient’s directors, officers, employees, and agents.

3. Purpose. The Confidential Information is provided to Recipient as an accommodation only, without any warranty, for the sole purpose of evaluation. No other purpose or use of the information is authorized hereby, and all other purposes or uses are hereby prohibited. This Agreement does not require DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) to disclose any information which it decides, in its sole discretion, not to disclose.

4. No Copies. DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) may provide a single instance of Confidential Information to Recipient in a tangible medium. Recipient acknowledges that the Confidential Information is protected by the Copyright laws of the United States and may be protected under additional intellectual property or trade secret laws, and agrees not to copy the Confidential Information. Recipient agrees that copying of the Confidential Information shall constitute willful infringement. If Recipient needs additional copies of the Confidential Information, Recipient must request such copies from DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R), which may provide such copies, or may, in its sole discretion, decline to provide such copies.

5. Security. Recipient agrees to store the Confidential Information in a physically secure area (the “Area”). In addition to other security precautions, Recipient shall restrict access of Representatives and third parties to the Area, and shall provide physical locks on all entries to the area to prevent unauthorized entry. Recipient shall use its best efforts to prevent any unauthorized access to the Confidential Information. During the term of this Agreement, Recipient agrees to implement any additional security measures specified by DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) to protect the Confidential Information.

6. Use. Recipient agrees to maintain the Confidential Information at all times in the strictest trust and confidence. Recipient may only use the Confidential Information for the purpose identified in Paragraph 3. Recipient shall allow only Representatives who have a need to know the Confidential Information to perform their job functions to access the Confidential Information. Recipient shall require each such Representative who may obtain access to the Confidential Information to execute a written confidentiality obligation in a form acceptable to DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R). Recipient shall deliver a copy of each executed confidentiality agreement to DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) promptly after delivery. Each Representative who obtains access to the Confidential Information shall sign a log which shall track the reason for the access and the duration of the access. Recipient shall provide DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) with a complete copy of the log immediately upon request.

7. Unauthorized Use. Recipient shall immediately notify DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) of any loss or unauthorized disclosure of any Confidential Information. Recipient shall be responsible for any breach of this Agreement by any of its Representatives and shall, at its sole expense, take all necessary measures (including, without

limitation, court proceedings) to restrain its Representatives from prohibited disclosure or use of the Confidential Information.

8. Return of Information. Upon termination of this Agreement for any reason, or request by DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R), Recipient will immediately deliver to DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) all Confidential Information.

9. Equitable Relief. Recipient understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement will cause DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) shall deem appropriate. Such right of DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) is to be in addition to the remedies otherwise available to DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) at law or in equity. Recipient expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R).

10. Required Disclosure. In the event Recipient or its Representatives are requested or required (including, without limitation, by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or any informal or formal investigation by any government or governmental agency or authority) to disclose any of the Confidential Information, Recipient shall notify DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) promptly in writing so that DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) may seek a protective order or other appropriate remedy or, in DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R)'s sole discretion, waive compliance with the terms of this Agreement. Recipient agrees not to oppose any action by DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) to obtain such protective order or other remedy. Whether or not such protective order or other remedy is obtained or DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) waives compliance with the terms of this Agreement, Recipient and its Representatives agree that they will furnish only that portion of the Confidential Information, which they reasonably believe, after receiving the advice of counsel, is legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the information so disclosed. Any waiver by DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) in accordance with this Paragraph 10 shall not be deemed continuing or a waiver of any other term or condition of this Agreement.

11. Confidential Information Subject to Change. The Confidential Information is subject to change, either before or after the release to Recipient, which change may or may not be known to DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) at the time of such release, and may be caused by any number of things within or outside the control of DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R).

12. Term. This Agreement shall remain in effect until terminated by DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) or Recipient with written notice. The terms and conditions of this Agreement and Recipient's obligations regarding Confidential Information shall survive any such termination with respect to information that is disclosed prior to the effective date of termination. Such obligations shall remain in effect without limitation on the period of the term of

confidentiality obligations. Upon termination of this Agreement, Recipient will promptly (i) cease using the Confidential Information, (ii) return to DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) or, upon DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R)'s request, destroy all tangible items containing or consisting of DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R)'s Confidential Information and all copies thereof, and (iii) certify in writing that it has complied with the obligations set forth in this paragraph.

13. Rights. The Confidential Information constitute the proprietary and confidential information of DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R). Recipient acquires no intellectual property rights under this Agreement. Nothing in this Agreement shall be construed as granting any rights to Recipient, by license or otherwise, to any Confidential Information, including, without limitation, any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information.

14. Release and Indemnity. Recipient shall release DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) from liability for any inaccuracy, insufficiency, technical incorrectness or, incompleteness of the Confidential Information. Recipient shall hold harmless and indemnify DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) from any liability, costs, damages or expenses (including attorneys' fees) arising out of or relating to disclosure of Confidential Information by Recipient or its Representatives.

15. WARRANTY DISCLAIMER. RECIPIENT ACKNOWLEDGES AND AGREES THAT THE CONFIDENTIAL INFORMATION IS PROVIDED STRICTLY "AS IS", WITH NO WARRANTY WHATSOEVER, AND DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE REGARDING SAID INFORMATION OR DATA, EVEN IN THE EVENT DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) HAS KNOWLEDGE OF ANY SUCH DEFICIENCY. THE INFORMATION PROVIDED IS SUBJECT TO CHANGE WITHOUT NOTICE. ALL THE CONFIDENTIAL INFORMATION IS PROVIDED SOLELY AS AN ACCOMODATION TO RECIPIENT AND DOES NOT CONSTITUTE ANY BINDING OBLIGATION OR COMMITMENT BY OR UPON DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R).

16. NO RELIANCE. RECIPIENT ACKNOWLEDGES AND AGREES THAT IT SHALL NOT AND MAY NOT RELY UPON THE CONFIDENTIAL INFORMATION. RECIPIENT HEREBY WAIVES, RELEASES AND DISCHARGES DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) FROM ANY AND ALL CLAIMS, DAMAGES, COSTS OR EXPENSES, INCLUDING SPECIFICALLY BUT WITHOUT LIMITATION, LOST PROFITS, LOST DATA OR LOST BUSINESS EXPECTANCY, COMPENSATORY, INCIDENTAL AND OTHER CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN ANY WAY RELATING TO RECIPIENT'S RECEIPT OR USE OF THE CONFIDENTIAL INFORMATION, OR DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R)'S ACTS OR OMISSIONS IN REGARDS OF SUCH CONFIDENTIAL INFORMATION, OR RECIPIENT'S ALLEGED RELIANCE UPON SUCH CONFIDENTIAL INFORMATION, EVEN IF RECIPIENT INFORMS DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R), WHETHER EXPRESSLY OR BY IMPLICATION, OF ITS RECEIPT, USE OR RELIANCE UPON SUCH INFORMATION. THIS CLAUSE IS A MATERIAL AND BARGAINED-FOR TERM OF THIS AGREEMENT.

17. THIS AGREEMENT IS MADE UNDER, AND WILL BE CONSTRUED ACCORDING TO, THE LAWS OF THE STATE OF FLORIDA. ANY ACTION RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER WILL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS OF THE STATE OF FLORIDA, AND THE PARTIES AGREE TO SUBMIT TO THE PERSONAL JURISDICTION OF SUCH COURTS.

18. Export. Recipient will adhere to all applicable laws and regulations of the U.S. Export Administration and will not export or re-export any technical data or products received from a DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R), or the direct product of such technical data, to any proscribed person or country listed in the U.S. Export Administration regulations unless properly authorized by the U.S. government.

19. No Partnership. This Agreement does not create any agency or partnership relationship.

20. Entire Agreement. This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement is not, however, to limit any rights that DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R) may have under trade secret, copyright, patent or other laws that may be available to DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R). This Agreement may not be modified except in writing signed by each of the parties to the Agreement. This Agreement will not be assignable or transferable without the prior written consent of the other Party. This Agreement shall be construed as to its fair meaning and not strictly for or against any party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

21. Counterparts. This Agreement may be signed in counterparts, which together shall constitute one agreement.

Dated: _____ Recipient

By: _____
Name: _____
Title: _____

DARE 2B DIFFERENT(R) ENTERPRISES INC. DBA GLASSSKINZ(R):

Stephen Saporito