

Telephone Numbers:

(818) 784-7848

(310) 551-2606

Law Offices of

LeWINTER & ROSMAN

A Professional Corporation

16255 Ventura Boulevard, Suite 600

Encino, CA 91436

Telecopier Numbers:

(818) 784-5096

(818) 784-9824

FACSIMILE TRANSMITTAL SHEET

FOR IMMEDIATE DELIVERY

Telecopier No.: (805) 594-1136

Telephone No.: (805) 773-0788

To: MR. HASSAN MIAH

SENT

Date: April 27, 1999

From: RICHARD D. ROSMAN, ESQ.

No. of Pages Being Sent (including Cover Page): 6

Subject: Please see attached

File No.: 0446.005.11

NOTE: This message is intended for the confidential use of the designated Recipient named above. This message may be an attorney-client communication and, as such, is PRIVILEGED and CONFIDENTIAL, or exempt from disclosure under applicable federal or state law. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that **any review, dissemination, distribution or unauthorized copying of this message of this message is strictly prohibited.** If you have received this communication in error, please immediately notify the sender or this office by telephone and return the original message to us by mail. Thank you for your cooperation.

Comments/Remarks:

Hassan -

Here is a brief description of Eliot Bernstein's idea and letter from his patent lawyer. Have you talked with Eliot?

Give me a call to discuss how your new business plans are proceeding.

Best regards,


Richard D. Rosman

The logo for iviewit, Inc. features the word "iviewit" in a large, bold, black, sans-serif font. Above the letters 'i', 'v', and 'w' are three realistic human eyes, each looking forward. Below the word "iviewit" is the tagline "Your third eye to the world" in a smaller, bold, black, sans-serif font. To the right of "iviewit" is the word "Inc." in a smaller font. The entire logo is set against a white background with two small crescent moon symbols at the top.

Executive Summary

iviewit intends to establish itself as the leading global company in virtual multimedia internet product display, thereby defining the next level of internet portal for E-Commerce. **iviewit's** "patent pending" speed and imagery technologies, will differentiate **iviewit** from portals such as Lycos, Excite, AOL, Yahoo and Ebay, and create a brand new internet E-commerce platform. Within the **iviewit** web, products represented are in a high definition "HD WEB" virtual reality environment where the end user can control and manipulate the product environment to view multifaceted dimensions with high-powered magnification at FULL SCREEN. **iviewit** technology redefines the web experience. The company intends to apply this pioneering process to a multitude of products focusing on the core markets mentioned herein and then expanding these as capital growth permits, creating a virtual reality shopping mall with an endless number of floors, based entirely on **iviewit** technology. So sit back and relax and let **iviewit** open your "Third eye to the world!"

Virtual Reality Explanation - Have you ever wished you could climb inside your computer and see the rest of the surroundings as if you were there? At **iviewit's** website, you can do just that. Our

imagery enables you to experience a location or object, allowing you to mouse around, see, and zoom, up to an amazing 1700 times, the full 360° panoramic view. Astounding "patent pending" clarity and speed technologies bring **iviewit's** images onto your entire full screen.

iviewit represents a pivotal transition in global E-commerce. Currently, E-commerce occurs across a one-dimensional plane; websites are simply brochures posted to the web. Products bought and sold use flat lifeless pictures and text. **iviewit** technology is remarkably different because the product comes alive, empowering the user to inspect all dimensions of the product. The site has integrated voice overlays and a live videoconference feature enabling buyer and seller to engage in real-time discussion. This live interface adds a dynamic new element to E-Commerce, the live and personal salesman. All Internet websites currently lack one major ingredient; the human sales approach. This revolutionary advancement in site design, will give our customers a tremendous advantage over traditional websites.

iviewit allows all this technology to occur without the need for downloads, complicated plug-ins, or special software. Companies with existing web sites will have the ability to link their site directly to the virtual pages maintained by **iviewit**, or create entirely new websites based on the **iviewit** technology.

Mission Statement:

To deliver a multimedia experience, through the integration of **iviewit's** "patent pending" proprietary virtual reality process, that will render conventional shopping methods both inferior and economically obsolete by creating for the user the most realistic, friendly environment to view, tour, and purchase everything from a Barney toy to a 100 story commercial building, after inspecting it with better resolution than the human eye. **Iviewit** will set the standard against which

all E-commerce endeavors are measured, with respect to both the utility of the buyer and seller *and* the return on equity for the shareholder.

Competitive Edge

The Internet is a rapidly evolving industry in which business gravitates towards the market participant providing the greatest utility to the Internet user. **iviewit** is uniquely positioned to capitalize on this industry characteristic as the first to the street with it's "patent pending" process. With astonishing swiftness, great technologies are chronicled on news shows, periodicals and around the water cooler providing immeasurable and invaluable brand recognition and loyalty. **iviewit's** transformation of the internet experience will manifest itself into unprecedented site traffic - ***THE CLICK HEARD 'ROUND THE WORLD!***

iviewit has several distinct advantages over current competitors.

- ❖ First, **iviewit's** web site is the only current site to provide a clear FULL SCREEN 3-D virtual reality tour of any property or object with point-n-click zoom capabilities without loss of object clarity. You can take a small object from your viewing screen 30 feet away in reality, and pull it into your full screen, without pixel distortion. Current competitors such as realtor.com and rent.net, msn carpoint, which utilize pan images, fall far short of providing the necessary quality and features to effectively market large ticket items. **iviewit** will open the untouched markets of real estate and other high-end luxury items to all Internet users, making these products not only viewable but instantly saleable to the end user.

PROSKAUER ROSE



2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elsewhere in Florida
800.432.7748
Fax 561.241.7145

NEW YORK
LOS ANGELES
WASHINGTON DC
CLIFTON NJ
PARIS

Date April 26, 1999 Client-Matter 0894/40017/001

Fax Transmittal

Total Pages (Including Cover) 2

From Christopher C. Wheeler
Sender's Voice Number 561.995.4702

Sender's Room Number
Main Fax Operator 561.241.7400

To Richard Rosman
Company Lewinter and Rosman

Fax No. 818.784.5096
Voice No. 818.784.7848

Message

Confidentiality Note: This message is confidential and intended only for the use of the addressee(s) named above. It may contain legally privileged material. Dissemination, distribution or copying of this message, other than by such addressee(s), is strictly prohibited. If you have received this message in error, please immediately notify us by telephone and return the original to us at the address above. We will reimburse you for the cost of the telephone call and postage. Thank you.

PROSKAUER ROSE LLP

2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elsewhere in Florida
800.432.7746
Fax 561.241.7145

NEW YORK
LOS ANGELES
WASHINGTON
NEWARK
PARIS

Christopher C. Wheeler
Member of the Firm

Direct Dial 561.995.4702
cwheeler@proskauer.com

April 26, 1999

Mr. Richard Rosman
Lewinter and Rosman
16255 Ventura Blvd., Suite 600
Encino, CA 91436

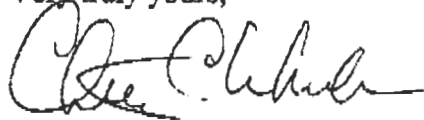
Re: iviewit, Inc.

Dear Richard:

Under separate cover I have forwarded you a revised Confidentiality Agreement.

As you know we have undertaken representation of iviewit, Inc. ("iviewit") and are helping them coordinate their corporate and intellectual property matters. In that regard, we have reviewed their technology and procured patent counsel for them. We believe the iviewit technology is far superior to anything presently available with which we are familiar. iviewit has filed a provisional patent application on a method for providing enhanced digital images on telecommunications networks. We are advised by patent counsel that the process appears novel and may be protected by the patent laws. While in all matters of this sort, it is far to early to make any final pronouncements, we do believe that there is an extremely good prospect that iviewit will protect their process which is novel and superior to any other format which we have seen.

Very truly yours,



Christopher C. Wheeler

CCW/gb

2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7380
Telephone 561.241.7400
Elsewhere in Florida
800.432.7746
Fax 561.241.7145

FILE

NEW YORK
LOS ANGELES
WASHINGTON DC
CLIFTON NJ
PARIS

PROSKAUER ROSE LLP

Date June 17, 1999

Client-Matter 0894/40017/001

Fax Transmittal

Total Pages (including Cover) *2*

From Christopher C. Wheeler

Sender's Voice Number 561.995.4702

Sender's Room Number

Main Fax Operator 561.241.7400

To Richard Rosman

Company LeWinter and Rosman

Fax No. 818.784.5096

Voice No. 818.784.7848

To Eliot I. Bernstein

Company iviewit, Inc.

Fax No. 417.4470

Voice No.

Message

Confidentiality Note: This message is confidential and intended only for the use of the addressee(s) named above. It may contain legally privileged material. Dissemination, distribution or copying of this message, other than by such addressee(s), is strictly prohibited. If you have received this message in error, please immediately notify us by telephone and return the original to us at the address above. We will reimburse you for the cost of the telephone call and postage. Thank you.

PROSKAUER ROSE LLP

2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elsewhere in Florida
800.432.7746
Fax 561.241.7145

NEW YORK
LOS ANGELES
WASHINGTON
NEWARK
PARIS

Christopher C. Wheeler
Member of the Firm

Direct Dial 561.995.4702
cwheeler@proskauer.com

June 17, 1999

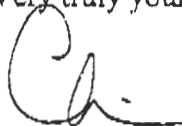
Mr. Richard Rosman
LeWinter & Rosman
16255 Venture Blvd., Suite 600
Encino, CA 91436

Re: iviewit, Inc.

Dear Richard:

I have not yet received the Confidentiality Agreement from Kevin O'Donnell. I would appreciate it if you could follow up on this immediately so we may complete our records. I have not yet received yours as well. I would also appreciate it if you would execute it and forward it back to me.

Very truly yours,



Christopher C. Wheeler

CCW/gb

cc: Eliot I. Bernstein

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assumption Agreement") is made as of this 30th day of December, 1999, between iviewit LLC, a Delaware limited liability company (the "Assignor"), and iviewit Holdings, Inc., a Delaware corporation ("Assignee"). All capitalized terms not otherwise defined in this Assumption Agreement have the meaning set forth in that certain Agreement dated of even date between the Assignor and the Assignee (the "Agreement").

RECITALS

A. Assignee and Assignor are parties to the Agreement pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor all of Assignor's Assets.

B. Pursuant to the Agreement, Assignor desires and intends to transfer and assign to Assignee all of its right, title and interest in and number to all Assets and Assumed Liabilities.

C. Assignee desires and intends to accept Assignor's transfer of all of its right, title and interest in the Assumed Liabilities and is willing to assume Assignor's liabilities and obligations thereunder;

NOW, THEREFORE, pursuant to the terms and conditions of the Asset Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, and transfers unto Assignee all of Assignor's right, title and interest in and to the Assets. Assignee hereby assumes and agrees to pay, defend, discharge and perform as and when due the Assumed Liabilities.

2. Assignor and Assignee hereby agree, from time to time, at the reasonable request of the other to execute and deliver such other instruments of conveyance, transfer and assumption, and take such other actions as the other may reasonably request in order to more effectively consummate the transactions contemplated by this Assumption Agreement.

3. This Assumption Agreement is made subject to and with the benefit of the respective terms, conditions and other provisions of the Agreement, including without limitation the indemnification provisions set forth in Section 7 (Indemnification) thereof.

4. This Assumption Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

5. This Assumption Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding any conflict of laws provisions thereof that would otherwise require the application of the law of any other jurisdiction.

Telephone Numbers:

(818) 784-7848

(310) 551-2606

Law Offices of

LeWINTER & ROSMAN

A Professional Corporation

16255 Ventura Boulevard, Suite 600

Encino, CA 91436

Numbers:

784-5096

'84-9824

ORIGINAL

FACSIMILE TRANSMITTAL SHEET

SENT

Telecopier No.: (561) 241-7145

Telephone No.: (561) 995-4702

FOR IMMEDIATE DELIVERY

To: CHRISTOPHER C. WHEELER, ESQ.

Date: June 28, 1999

From: RICHARD D. ROSMAN, ESQ.

No. of Pages Being Sent (including Cover Page): 3

Subject: *iviewit, Inc.*

File No.: 0466.005.11

NOTE: This message is intended for the confidential use of the designated Recipient named above. This message may be an attorney-client communication and, as such, is PRIVILEGED and CONFIDENTIAL, or exempt from disclosure under applicable federal or state law. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that **any review, dissemination, distribution or unauthorized copying of this message of this message is strictly prohibited.** If you have received this communication in error, please immediately notify the sender or this office by telephone and return the original message to us by mail. Thank you for your cooperation.

Comments/Remarks:

Per your request, here is the Confidentiality Agreement signed by Kevin O'Donnell.

Best regards.

cc (w/ encl.; by fax): Eliot I. Bernstein = (561) 417-4470

SENT

Time Sent: 12:20 am/pm (PST)

Operator: Myrna S. Tangco

Original Confirmation of this fax will not be sent. If you have any problems with this transmission, please notify the Sender or the Operator immediately.

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of iViewit, Inc. (together with its direct and indirect subsidiaries and affiliates, the "Company"), Simon L. Bernstein, Eliot L. Bernstein, or any officer, director, employee, agent or representative of the Company to the undersigned, or to which the undersigned otherwise gains access to, shall be subject to the terms and conditions of this Agreement. "Proprietary Information" means all materials and information (regardless of the form of such information, including without limitation, in writing, electronic, computerized or other recorded form, oral or visual) that the undersigned may receive or learn of now or in the future concerning, or related in any way to, the Company or its business, including without limitation: (i) the contents of any Business Plan, projections or financial or credit information or data relating to the Company; (ii) the contents of any manuals or written materials of the Company; (iii) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between the Company and third parties; (v) any data or database, or other information compiled or developed by the Company; (vi) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (vii) any information of a type described above derived or obtained from the internet or any website of the Company, including without limitation, the file structure relating to such website or the content of such website. Proprietary Information will be transmitted to the undersigned orally, electronically in written material and/or otherwise. If any Proprietary Information is disclosed to the undersigned otherwise than in written material, Company shall provide the undersigned with a brief written description of such Proprietary Information within thirty (30) days of such disclosure, identifying therein the manner, place and date of such disclosure and the names of the undersigned's representatives to whom such disclosure was made. Notwithstanding the foregoing, the term "Proprietary Information" does not include information which (i) is already known to the undersigned or in the undersigned's possession (other than that which was furnished to the undersigned by or on behalf of the Company prior to the date of this Agreement), (ii) is or becomes generally available to the public other than as a result of a disclosure by the undersigned, or (iii) becomes available to the undersigned on a non-confidential basis from a source other than the Company or its representatives, provided that such source is not known, after inquiry, to be bound by a confidentiality agreement with, or other obligation of secrecy to, the Company.

The undersigned acknowledges that the Proprietary Information constitutes valuable, special and unique assets of the Company. The undersigned agrees (a) to receive in trust, and treat as confidential, the Proprietary Information; (b) not to use any of the Proprietary Information for any purpose without the prior written consent of Simon L. Bernstein or Eliot Bernstein; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's advisors who have a need to know such Information for the sole purpose of assisting the undersigned in evaluating such Information; provided that the undersigned shall be liable for any breach of confidentiality or use by such advisors) without the prior written consent of Simon L. Bernstein or Eliot Bernstein; and (d) not to reproduce, fax, distribute, store, reverse engineer or copy any Proprietary Information in any form without the prior written consent of Simon L. Bernstein or Eliot Bernstein. The undersigned understands that all Proprietary Information is confidential and that all rights, title and interest in the Proprietary Information is and shall remain the exclusive property of the Company, and no license or other rights are being granted to the undersigned by the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including injunction, in the event of any breach of this Confidentiality Agreement, that the granting of such relief will not be opposed and that such relief shall not be the exclusive remedy for such breach. Furthermore, the undersigned agrees to defend and hold harmless the Company from any loss, cost, expense (including attorney's fees and litigation expenses), claim, liability, or damage arising from or related to a breach of this Confidentiality Agreement.

The undersigned has executed this Confidentiality Agreement as of the date set forth below.

iviewit, Inc.

Attention: Eliot I. Bernstein
500 S.E. Mizner Boulevard, Suite 102
Boca Raton, Florida 33432-6080
800.519.0234

IF AN INDIVIDUAL:



(Signature)

Kevin O'Donnell (Individually)
(Name - please print)

IF A COMPANY:

O'Donnell & Associates
(Name of Company)

By: _____
(Signature)

Kevin O'Donnell, President
(Name - please print)

Date: _____

Subject: Confidentiality Agreement

Date: Mon, 17 May 1999 17:27:49 -0400


From: Donald Thompson <DThompson@proskauer.com>

To: lewroslaw@earthlink.net

CC: CWheeler@proskauer.com

Rich, attached is a redlined version of the Confidentiality Agreement which I believe is in final form. By separate email I will forward you a clean version. Assuming the attached version is fine, please arrange for signature by your client and return via fax to me. Thanks for your help and call me if you have any questions. Best regards.

Rocky

 4%#tRED.WPD	<p>Name: 4%#tRED.WPD Type: unspecified type (application/octet-stream) Encoding: base64 Description: WordPerfect 6.0</p>
---	--

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by *iviewit, inc.*, Simon L. Bernstein, Eliot I. Bernstein, or any officer, director, employee, agent or representative of *iviewit, inc.* (collectively, "Company") to the undersigned is confidential and the sole property of Company and the undersigned shall not disclose any Proprietary Information to any third party without the express written permission of Simon L. Bernstein, **Eliot Bernstein or any other authorized representative of Company.** "Proprietary Information" means all materials and information (whether in writing or other recorded form **(including without limitation, electronic or computerized form), or oral**) that the undersigned may receive or learn of now or in the future concerning Company which is not covered by the exclusions set forth below in the third paragraph, and is non-public, proprietary and commercially valuable, including without limitation (i) the contents of the Business Plan, projections or financial information relating to Company; (ii) the contents of any manuals or written materials of Company; (iii) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between Company and third parties; (v) any data, database, technology or other information developed or compiled by Company, including, without limitation, information concerning computer programs and listings, source codes and/or subject codes, trade secrets, pending patent applications, designs, forms, procedures, training methods, development, technical information, marketing activities and procedures, method for operating the Company's business, and credit and financial data concerning Company, and any other information, data, know-how or knowledge of a confidential or proprietary nature; and (vi) any information of a type described above or that is confidential in nature that is obtained, in any manner, whether in written, electronic, or other form, now known or conceived of in the future, obtained or transmitted from or through or via any website of the Company, in existence now or in the future.

The undersigned agrees (a) to receive in trust the Proprietary Information obtained directly or constructively from Company; (b) not to use such Proprietary Information for any purpose without Company's prior written consent, (c) not to disclose such Proprietary Information to anyone without Company's prior written consent and (d) not to reproduce, fax, distribute, store or copy any Proprietary Information in any form without the express written consent of Company. The undersigned understands that all Proprietary Information is confidential, all rights, title and interest in the Proprietary Information shall be and shall remain the exclusive property of Company, and no license or other rights are granted to the undersigned by Company by acknowledgment of this Confidentiality Agreement.

The term "Proprietary Information" shall not include, and nothing contained herein shall in any way restrict or impair the undersigned from the use, disclosure or other dealings with, any information obtained from Company which (i) at the time of disclosure, use or dealing by the undersigned is part of the public knowledge or literature, by publication or otherwise, or is reasonably available to persons knowledgeable or working within the computer

software, Internet or e-commerce business or industries (collectively, the "industries"), through no breach of any obligation herein created; (ii) the undersigned can show was in his possession prior to disclosure to him and was not acquired from Company or a party know, after reasonable inquiry, to have an obligation or duty of confidence to Company; (iii) now or in the future is independently made available to the undersigned by or through a third party, including any third party with whom the undersigned does, or plans to do, business, except to the extent such third party is known, after reasonable inquiry, to have an obligation or duty of confidence to Company; or (iv) relates to general business matters or trends of the industries. **By way of clarification, the mere idea of a three dimensional virtual reality depiction of property, products or objects with point and click zoom as a tool for selling items on the internet or other applications and the general look of the information displayed are not "Proprietary Information".**

The undersigned shall have executed this Confidentiality Agreement prior to, or contemporaneously with, receipt of the Business Plan.

X _____
Signature

(Name - please print)

----- COMPARISON OF FOOTERS -----

-FOOTER 1-

0894/40017-001 BRLIB1/226037 ^ v4 05/17/99 05:12 PM (2760)

----- REVISION LIST -----

The bracketed numbers refer to the Page and Paragraph for the **start** of the paragraph in both the **old** and the **new** documents.

- [1:2 1:2] **Changed** "undersigned ... written, is" **to** "undersigned is"
- [1:2 1:2] **Changed** "Bernstein." **to** "Bernstein, ... of Company."
- [1:2 1:2] **Changed** ", or oral, or mental) " **to** "(including ... or oral) "
- [1:4 1:4] **Changed** "industries. " **to** "industries. ... Information"."

----- NOTE CHANGES -----

- [1 1] **Changed** "v2 05/13/99 07:49 " **to** "v4 05/17/99 05:12 "

This redlined draft, generated by CompareRite (TM) - The Instant Redliner, shows the differences between -

original document : G:\BRLIB1\0894\40017\001\4%\#T02!.WPD

and revised document: G:\BRLIB1\0894\40017\001\4%\#T04!.WPD

CompareRite found 4 change(s) in the text

CompareRite found 1 change(s) in the notes

Deletions appear as a Bold ^

Additions appear as Bold+Dbf Underline text

5/12/99

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by *iviewit, inc.*, Simon L. Bernstein, Eliot I. Bernstein, or any officer, director, employee, agent or representative of *iviewit, inc.* (collectively, "**Company**") to the undersigned in [^] the business plan [^] or any other documents or [^] orally, is confidential and the sole property of **Company** and the undersigned shall not disclose any Proprietary Information to any third party without the express written permission of Simon L. Bernstein, Eliot Bernstein or any other authorized representative of Company. "Proprietary Information" means all materials and information (whether in writing or other recorded form, or oral[^]) that the undersigned may receive or learn of now or in the future concerning **Company** which is not covered by the exclusions set forth below in the third paragraph, and is non-public, proprietary and commercially valuable, including without limitation (i) the contents of the Business Plan, projections or financial information relating to **Company**; (ii) the contents of any manuals or written materials of **Company**; (iii) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between **Company** and third parties; (v) any data, database, technology or other information developed or compiled by **Company**, including, without limitation, information concerning computer programs and listings, source codes and/or subject codes, trade secrets, pending patent applications, designs, forms, procedures, training methods, development, technical information, marketing activities and procedures, method for operating the **Company**'s business, and credit and financial data concerning **Company**, and any other information, data, know-how or knowledge of a confidential or proprietary nature; and (vi) any information of a type described above or that is confidential in nature that is obtained, in any manner, whether in written, electronic, or other form, now known or conceived of in the future, obtained or transmitted from or through or via any website of the **Company**, in existence now or in the future.

The undersigned agrees (a) to receive in trust the Proprietary Information obtained directly or constructively from **Company**; (b) not to use such Proprietary Information for any purpose without **Company**'s prior written consent, (c) not to disclose such Proprietary Information to anyone without **Company**'s prior written consent and (d) not to reproduce, fax, distribute, store or copy any Proprietary Information in any form without the express written consent of **Company**. The undersigned understands that all Proprietary Information is confidential, all rights, title and interest in the Proprietary Information shall be and shall remain the exclusive property of **Company**, and no license or other rights are granted to the undersigned by **Company** by acknowledgment of this Confidentiality Agreement.

The term "Proprietary Information" shall not include, and nothing contained herein shall in any way restrict or impair the undersigned from the use, disclosure or other dealings with, any information obtained from Company which (i) at the time of disclosure, use or dealing by the undersigned is part of the public domain, or public knowledge or literature, by publication or otherwise, or is reasonably available to persons knowledgeable or working

within the computer software, Internet or e-commerce business or industries (collectively, the "industries"), through no breach of any obligation herein created; (ii) the undersigned can show was in his possession prior to disclosure to him and was not acquired from Company or a party know, after reasonable inquiry, to have an obligation or duty of confidence to Company; (iii) now or in the future is independently made available to the undersigned by or through a third party, including any third party with whom the undersigned does, or plans to do, business, except to the extent such third party is known, after reasonable inquiry, to have an obligation or duty of confidence to Company; or (iv) relates to general business matters or trends of the industries. **By way of clarification, the idea of a three dimensional virtual reality depiction of property, products or objects with point and click zoom as a tool for selling items on the internet or other applications and the general look of the information displayed are not "Proprietary Information," but the programming to accomplish same may be.**

The undersigned shall have executed this Confidentiality Agreement prior to, or contemporaneously with, receipt of the Business Plan.

X _____
Signature

(Name - please print)
^

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by *iviewit, inc.*, Simon L. Bernstein, Eliot I. Bernstein, or any officer, director, employee, agent or representative of *iviewit, inc.* (collectively, "**Company**") to the undersigned in the business plan or any other documents or orally, is confidential and the sole property of **Company** and the undersigned shall not disclose any Proprietary Information to any third party without the express written permission of Simon L. Bernstein, Eliot Bernstein or any other authorized representative of **Company**. "Proprietary Information" means all materials and information (whether in writing or other recorded form, or oral) that the undersigned may receive or learn of now or in the future concerning **Company** which is not covered by the exclusions set forth below in the third paragraph, and is non-public, proprietary and commercially valuable, including without limitation (i) the contents of the Business Plan, projections or financial information relating to **Company**; (ii) the contents of any manuals or written materials of **Company**; (iii) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between **Company** and third parties; (v) any data, database, technology or other information developed or compiled by **Company**, including, without limitation, information concerning computer programs and listings, source codes and/or subject codes, trade secrets, pending patent applications, designs, forms, procedures, training methods, development, technical information, marketing activities and procedures, method for operating the **Company**'s business, and credit and financial data concerning **Company**, and any other information, data, know-how or knowledge of a confidential or proprietary nature; and (vi) any information of a type described above or that is confidential in nature that is obtained, in any manner, whether in written, electronic, or other form, now known or conceived of in the future, obtained or transmitted from or through or via any website of the **Company**, in existence now or in the future.

The undersigned agrees (a) to receive in trust the Proprietary Information obtained directly or constructively from **Company**; (b) not to use such Proprietary Information for any purpose without **Company**'s prior written consent, (c) not to disclose such Proprietary Information to anyone without **Company**'s prior written consent and (d) not to reproduce, fax, distribute, store or copy any Proprietary Information in any form without the express written consent of **Company**. The undersigned understands that all Proprietary Information is confidential, all rights, title and interest in the Proprietary Information shall be and shall remain the exclusive property of **Company**, and no license or other rights are granted to the undersigned by **Company** by acknowledgment of this Confidentiality Agreement.

The term "Proprietary Information" shall not include, and nothing contained herein shall in any way restrict or impair the undersigned from the use, disclosure or other dealings with, any information obtained from **Company** which (i) at the time of disclosure, use or dealing by the undersigned is part of the public domain, or public knowledge or literature, by publication or otherwise, or is reasonably available to persons knowledgeable or working

within the computer software, Internet or e-commerce business or industries (collectively, the "industries"), through no breach of any obligation herein created; (ii) the undersigned can show was in his possession prior to disclosure to him and was not acquired from Company or a party know, after reasonable inquiry, to have an obligation or duty of confidence to Company; (iii) now or in the future is independently made available to the undersigned by or through a third party, including any third party with whom the undersigned does, or plans to do, business, except to the extent such third party is known, after reasonable inquiry, to have an obligation or duty of confidence to Company; or (iv) relates to general business matters or trends of the industries. By way of clarification, the idea of a three dimensional virtual reality depiction of property, products or objects with point and click zoom as a tool for selling items on the internet or other applications and the general look of the information displayed are not "Proprietary Information," but the programming to accomplish same may be.

The undersigned shall have executed this Confidentiality Agreement prior to, or contemporaneously with, receipt of the Business Plan.

X _____
Signature

(Name - please print)

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by *iviewit, inc.*, Simon L. Bernstein, Eliot I. Bernstein, or any officer, director, employee, agent or representative of *iviewit, inc.* (collectively, "**Company**") to the undersigned in [^] the business plan [^] or any other documents or [^] orally, is confidential and the sole property of **Company** and the undersigned shall not disclose any Proprietary Information to any third party without the express written permission of Simon L. Bernstein, Eliot Bernstein or any other authorized representative of Company. "Proprietary Information" means all materials and information (whether in writing or other recorded form, or oral[^]) that the undersigned may receive or learn of now or in the future concerning **Company** which is not covered by the exclusions set forth below in the third paragraph, and is non-public, proprietary and commercially valuable, including without limitation (i) the contents of the Business Plan, projections or financial information relating to **Company**; (ii) the contents of any manuals or written materials of **Company**; (iii) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between **Company** and third parties; (v) any data, database, technology or other information developed or compiled by **Company**, including, without limitation, information concerning computer programs and listings, source codes and/or subject codes, trade secrets, pending patent applications, designs, forms, procedures, training methods, development, technical information, marketing activities and procedures, method for operating the **Company**'s business, and credit and financial data concerning **Company**, and any other information, data, know-how or knowledge of a confidential or proprietary nature; and (vi) any information of a type described above or that is confidential in nature that is obtained, in any manner, whether in written, electronic, or other form, now known or conceived of in the future, obtained or transmitted from or through or via any website of the **Company**, in existence now or in the future.

The undersigned agrees (a) to receive in trust the Proprietary Information obtained directly or constructively from **Company**; (b) not to use such Proprietary Information for any purpose without **Company**'s prior written consent, (c) not to disclose such Proprietary Information to anyone without **Company**'s prior written consent and (d) not to reproduce, fax, distribute, store or copy any Proprietary Information in any form without the express written consent of **Company**. The undersigned understands that all Proprietary Information is confidential, all rights, title and interest in the Proprietary Information shall be and shall remain the exclusive property of **Company**, and no license or other rights are granted to the undersigned by **Company** by acknowledgment of this Confidentiality Agreement.

The term "Proprietary Information" shall not include, and nothing contained herein shall in any way restrict or impair the undersigned from the use, disclosure or other dealings with, any information obtained from **Company** which (i) at the time of disclosure, use or dealing by the undersigned is part of the ~~public~~ ^{Public domain, or} knowledge or literature, by publication or otherwise, or is reasonably available to persons knowledgeable or working within the computer

software, Internet or e-commerce business or industries (collectively, the "industries"), through no breach of any obligation herein created; (ii) the undersigned can show was in his possession prior to disclosure to him and was not acquired from Company or a party know, after reasonable inquiry, to have an obligation or duty of confidence to Company; (iii) now or in the future is independently made available to the undersigned by or through a third party, including any third party with whom the undersigned does, or plans to do, business, except to the extent such third party is known, after reasonable inquiry, to have an obligation or duty of confidence to Company; or (iv) relates to general business matters or trends of the industries. By way of clarification, the idea of a three dimensional virtual reality depiction of property, products or objects with point and click zoom as a tool for selling items on the internet and the general look of the information displayed are not "Proprietary Information," but the programming to accomplish same may be.

The undersigned shall have executed this Confidentiality Agreement prior to, or contemporaneously with, receipt of the Business Plan.

X _____
Signature

or other applications,

(Name - please print)



CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by *iviewit, inc.*, Simon L. Bernstein, Eliot I. Bernstein, or any officer, director, employee, agent or representative of *iviewit, inc.* (collectively, "**Company**") to the undersigned in the business plan or any other documents or orally, is confidential and the sole property of **Company** and the undersigned shall not disclose any Proprietary Information to any third party without the express written permission of Simon L. Bernstein, Eliot Bernstein or any other authorized representative of **Company**. "Proprietary Information" means all materials and information (whether in writing or other recorded form, or oral) that the undersigned may receive or learn of now or in the future concerning **Company** which is not covered by the exclusions set forth below in the third paragraph, and is non-public, proprietary and commercially valuable, including without limitation (i) the contents of the Business Plan, projections or financial information relating to **Company**; (ii) the contents of any manuals or written materials of **Company**; (iii) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between **Company** and third parties; (v) any data, database, technology or other information developed or compiled by **Company**, including, without limitation, information concerning computer programs and listings, source codes and/or subject codes, trade secrets, pending patent applications, designs, forms, procedures, training methods, development, technical information, marketing activities and procedures, method for operating the **Company**'s business, and credit and financial data concerning **Company**, and any other information, data, know-how or knowledge of a confidential or proprietary nature; and (vi) any information of a type described above or that is confidential in nature that is obtained, in any manner, whether in written, electronic, or other form, now known or conceived of in the future, obtained or transmitted from or through or via any website of the **Company**, in existence now or in the future.

The undersigned agrees (a) to receive in trust the Proprietary Information obtained directly or constructively from **Company**; (b) not to use such Proprietary Information for any purpose without **Company**'s prior written consent, (c) not to disclose such Proprietary Information to anyone without **Company**'s prior written consent and (d) not to reproduce, fax, distribute, store or copy any Proprietary Information in any form without the express written consent of **Company**. The undersigned understands that all Proprietary Information is confidential, all rights, title and interest in the Proprietary Information shall be and shall remain the exclusive property of **Company**, and no license or other rights are granted to the undersigned by **Company** by acknowledgment of this Confidentiality Agreement.

The term "Proprietary Information" shall not include, and nothing contained herein shall in any way restrict or impair the undersigned from the use, disclosure or other dealings with, any information obtained from **Company** which (i) at the time of disclosure, use or dealing by the undersigned is part of the public knowledge or literature, by publication or otherwise, or is reasonably available to persons knowledgeable or working within the computer

software, Internet or e-commerce business or industries (collectively, the "industries"), through no breach of any obligation herein created; (ii) the undersigned can show was in his possession prior to disclosure to him and was not acquired from Company or a party know, after reasonable inquiry, to have an obligation or duty of confidence to Company; (iii) now or in the future is independently made available to the undersigned by or through a third party, including any third party with whom the undersigned does, or plans to do, business, except to the extent such third party is known, after reasonable inquiry, to have an obligation or duty of confidence to Company; or (iv) relates to general business matters or trends of the industries. By way of clarification, the idea of a three dimensional virtual reality depiction of property, products or objects with point and click zoom as a tool for selling items on the internet and the general look of the information displayed are not "Proprietary Information," but the programming to accomplish same may be.

The undersigned shall have executed this Confidentiality Agreement prior to, or contemporaneously with, receipt of the Business Plan.

X _____
Signature


(Name - please print)

FILE COPY

Subject: Confidentiality Agreement
Date: Thu, 13 May 1999 19:54:28 -0400
From: Donald Thompson <DThompson@proskauer.com>
To: lewroslaw@earthlink.net
CC: CWheeler@proskauer.com

In furtherance of our conversation, please find attached a revised redlined version of the iviewit Confidentiality Agreement. I believe the changes accommodate your concerns and also clean up a few areas. Please call me to discuss any comments or questions and to finalize. Many thanks.

Rocky

	4%#tRED.WPD	Name: 4%#tRED.WPD Type: unspecified type (application/octet-stream) Encoding: base64 Description: WordPerfect 6.0
---	-------------	--

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by *iviewit, inc.*, Simon L. Bernstein, Eliot I. Bernstein, or any officer, director, employee, agent or representative of *iviewit, inc.* (collectively, "**Company**") to the undersigned in this business plan and any other documents or information, whether oral or written, is confidential and the sole property of **Company** and the undersigned shall not disclose any Proprietary Information to any third party without the express written permission of Simon L. Bernstein. "Proprietary Information" means all materials and information (whether in writing or other recorded form, or oral, or mental) that the undersigned may receive or learn of now or in the future concerning **Company** which is not covered by the exclusions set forth below in the third paragraph, and is non-public, proprietary [^] and commercially valuable, [^] including without limitation (i) the contents of [^] the Business Plan, projections or financial information relating to **Company**; (ii) the contents of any manuals or written materials of **Company**; (iii) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between **Company** and third parties; (v) any data [^], database, technology or other information developed or compiled by **Company**, including, without limitation, information concerning [^] computer programs and listings, source codes and/or subject codes, [^] trade secrets, [^] pending patent applications, designs, [^] forms, procedures, training methods, development, technical information, marketing activities and procedures, method for operating [^] the **Company**' s business, and credit and financial data concerning **Company**, and any other information, data, know-how or knowledge of a confidential or proprietary nature; and (vi) any information of a type described above or that is confidential in nature that is obtained, in any manner, whether in written, electronic, or other form, [^] now known or conceived of in the future, obtained or transmitted from or through or via [^] any website of the **Company**, in existence now or in the future.

[^] The undersigned agrees (a) to receive in trust the Proprietary Information obtained directly or constructively [^] from **Company**; (b) not to use such Proprietary Information for any purpose without **Company**' s prior written consent, (c) not to disclose such Proprietary Information to anyone without **Company**' s prior written consent and (d) not to reproduce, fax, distribute, store or copy any Proprietary Information in any form without the express written consent of **Company**. The undersigned understands that all Proprietary Information is confidential, all rights, title and interest in [^] the Proprietary Information shall be and shall remain the exclusive property of **Company**, and no license or other rights are granted to the undersigned by **Company** by acknowledgment of this Confidentiality Agreement.

[^] The term "Proprietary Information" shall not include, and nothing contained herein shall in any way restrict or impair [^] the undersigned from the use, disclosure or other dealings with, any information obtained from Company which (i) at the time of disclosure, use or dealing by the undersigned is part of the public knowledge or literature, by

publication or otherwise, or is reasonably available to persons knowledgeable or working within the computer software, Internet or e-commerce business or industries (collectively, the "industries"), through no breach of any obligation herein created; (ii) the undersigned can show was in his possession prior to disclosure to him and was not acquired from Company or a party know, after reasonable inquiry, to have an obligation or duty of confidence to Company; (iii) now or in the future is independently made available to the undersigned by or through a third party[^], including any third party with whom the undersigned does, or plans to do, business, except to the extent such third party is known, after reasonable inquiry, to have an obligation or duty of confidence to Company; or (iv) relates to general business matters or trends of the industries. ^

The undersigned shall have executed this Confidentiality Agreement prior to, or contemporaneously with, receipt of the Business Plan.

X _____
Signature

(Name - please print)

----- COMPARISON OF FOOTERS -----

-FOOTER 1-

0894/40017-001 BRLIB1/226037 ^ v2 05/13/99 07:49 PM (2760)

----- REVISION LIST -----

The bracketed numbers refer to the Page and Paragraph for the **start** of the paragraph in both the **old** and the **new** documents.

- [1:2 1:2] **Changed** "(collectively "Company")" **to** "(collectively, "Company")"
- [1:2 1:2] **Changed** "is non-public, ... including" **to** "is not covered ... including"
- [1:2 1:2] **Changed** "of this Business" **to** "of the Business"
- [1:2 1:2] **Changed** "data or database, " **to** "data, database, technology"
- [1:2 1:2] **Changed** "information compiled" **to** "information ... or compiled"
- [1:2 1:2] **Changed** "concerning Company, computer" **to** "concerning computer"
- [1:2 1:2] **Changed** "codes, trademarks, trade" **to** "codes, trade"
- [1:2 1:2] **Changed** "patents, " **to** "pending "
- [1:2 1:2] **Changed** "patent designs, copyrights," **to** "patent applications, designs, "
- [1:2 1:2] **Changed** "operating of Company's" **to** "operating the Company's"
- [1:2 1:2] **Changed** "form now" **to** "form, now"
- [1:2 1:2] **Changed** "via this website or any" **to** "via any"
- [1:3 1:3] **Changed** "The undersigned ... Company. The" **to** "The"
- [1:3 1:3] **Changed** "constructively by Company;" **to** "constructively from Company;"
- [1:3 1:3] **Changed** "prior consent," **to** "prior written consent,"
- [1:3 1:3] **Changed** "express of" **to** "express written consent of"
- [1:3 1:3] **Changed** "in any Proprietary" **to** "in the Proprietary"
- [1:3 1:4] **Changed** "Nothing " **to** "The term "Proprietary ... and nothing "
- [1:3 1:4] **Changed** "to use, disclose ... deal with " **to** "the undersigned ... dealings with, "
- [1:3 1:4] **Changed** "dealing is" **to** "dealing by the undersigned is"
- [1:3 1:4] **Changed** "the industries," **to** "the computer ... industries"
- [1:3 1:4] **Changed** "industries," **to** "industries ... "industries"),"
- [1:3 1:4] **Changed** "from Company; (iii)" **to** "from Company ... Company; (iii)"
- [1:3 1:4] **Changed** "; (iv) relate " **to** ", including ... (iv) relates "
- [1:3 1:4] **Changed** "industries. ... public domain." **to** "industries. "
- [2:3 2:4] **Add Paras** " _____ ... - please print)"

----- NOTE CHANGES -----

- [1 1] **Changed** "v1 04/14/99 ... PM (2743)" **to** "v2 05/13/99 ... PM (2760)"

This redlined draft, generated by CompareRite (TM) - The Instant Redliner, shows the differences between -

original document : G:\BRLIB1\0894\40017\001\4%\#T01!.WPD

and revised document: G:\BRLIB1\0894\40017\001\4%\#T02!.WPD

CompareRite found 30 change(s) in the text

CompareRite found 1 change(s) in the notes

Deletions appear as a Bold ^

Additions appear as Bold+Db1 Underline text

PROSKAUER ROSE LLP

2259 Glades Road
Suite 340 West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elsewhere in Florida
800.432.7746
Fax 561.241.7145

NEW YORK
LOS ANGELES
WASHINGTON DC
CHICAGO NJ
PARIS

FILE COPY

Date May 13, 1999

Client-Matter 0785.40017.001

Fax Transmittal

Total Pages (Including Cover)

From Rocky Thompson

Sender's Room Number

Sender's Voice Number

Main Fax Operator 561.241.7400

To Richard D. Rosman, Esq.

Fax No. 818.784.5096

Company LeWinter & Rosman

Voice No. 818.784.7848

Message

Please call me to discuss.

Confidentiality Note: This message is confidential and intended only for the use of the addressee(s) named above. It may contain legally privileged material. Dissemination, distribution or copying of this message, other than by such addressee(s), is strictly prohibited. If you have received this message in error, please immediately notify us by telephone and return the original to us at the address above. We will reimburse you for the cost of the telephone call and postage. Thank you.

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by **iviewit, Inc.**, Simon L. Bernstein, Eliot I. Bernstein, or any officer, director, employee, agent or representative of **iviewit, Inc.** (collectively "Company") to the undersigned in any other documents or information, whether oral or written, is confidential and the sole property of Company and the undersigned shall not disclose any Proprietary Information to any third party without the express written permission of Simon L. Bernstein. "Proprietary Information" means all materials and information (whether in writing or other recorded form, or oral) that the undersigned may receive or learn of now or in the future concerning Company including without limitation (i) the contents of any Business Plan, projections or financial information relating to Company; (ii) the contents of any manuals or written materials of Company; (iii) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between Company and third parties; (v) any data or database, or other information compiled by Company, including, without limitation, information concerning Company, computer programs and listings, source codes and/or subject codes, trademarks, trade secrets, patents, patent designs, copyrights, forms, procedures, training methods, development, technical information, marketing activities and procedures, method for operating of Company's business, and credit and financial data concerning Company, and any other information, data, know-how or knowledge of a confidential or proprietary nature.

The undersigned acknowledges that the Proprietary Information are valuable, special and unique assets of Company. The undersigned agrees (a) to receive in trust the Proprietary Information obtained directly or constructively by Company; (b) not to use such Proprietary Information for any purpose without Company's prior consent, (c) not to disclose such Proprietary Information to anyone without Company's prior written consent and (d) not to reproduce, fax, distribute, store or copy any Proprietary Information in any form without the express of Company. The undersigned understands that all Proprietary Information is confidential, all rights, title and interest in any Proprietary Information shall be and shall remain the exclusive property of Company, and no license or other rights are granted to the undersigned by Company by acknowledgment of this Confidentiality Agreement.

The undersigned shall have executed this Confidentiality Agreement prior to, or contemporaneously with, receipt of the Business Plan.

iviewit, Inc.
 Attention: Eliot I. Bernstein
 500 S.E. Mizner Boulevard, Suite 102
 Boca Raton, Florida 33432-6080
 800.519.0234

[_____]

By: _____

_____, _____
 (Title)

Date: _____

PROSKAUER ROSE LLP

2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elsewhere in Florida
800.432.7748
Fax 561.241.7145

NEW YORK
LOS ANGELES
WASHINGTON DC
CLIFTON NJ
PARIS

Date April 26, 1999

Client-Matter 0894/40017/001

Fax Transmittal

Total Pages (Including Cover) 2

From Christopher C. Wheeler

Sender's Voice Number 561.995.4702

Sender's Room Number

Main Fax Operator 561.241.7400

To Richard Rosman

Company Lewinter and Rosman

Fax No. 818.784.5096

Voice No. 818.784.7848

Message

Confidentiality Note: This message is confidential and intended only for the use of the addressee(s) named above. It may contain legally privileged material. Dissemination, distribution or copying of this message, other than by such addressee(s), is strictly prohibited. If you have received this message in error, please immediately notify us by telephone and return the original to us at the address above. We will reimburse you for the cost of the telephone call and postage. Thank you.

PROSKAUER ROSE LLP

2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elsewhere in Florida
800.432.7746
Fax 561.241.7145

NEW YORK
LOS ANGELES
WASHINGTON
NEWARK
PARIS

Christopher C. Wheeler
Member of the Firm

Direct Dial 561.995.4702
cwheeler@proskauer.com

April 26, 1999

Mr. Richard Rosman
Lewinter and Rosman
16255 Ventura Blvd., Suite 600
Encino, CA 91436

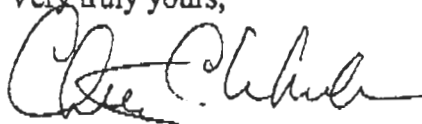
Re: iviewit, Inc.

Dear Richard:

Under separate cover I have forwarded you a revised Confidentiality Agreement.

As you know we have undertaken representation of iviewit, Inc. ("iviewit") and are helping them coordinate their corporate and intellectual property matters. In that regard, we have reviewed their technology and procured patent counsel for them. We believe the iviewit technology is far superior to anything presently available with which we are familiar. iviewit has filed a provisional patent application on a method for providing enhanced digital images on telecommunications networks. We are advised by patent counsel that the process appears novel and may be protected by the patent laws. While in all matters of this sort, it is far to early to make any final pronouncements, we do believe that there is an extremely good prospect that iviewit will protect their process which is novel and superior to any other format which we have seen.

Very truly yours,



Christopher C. Wheeler

CCW/gb

Telephone Numbers:

(818) 784-7848
(310) 551-2606

Law Offices of

LeWINTER & ROSMAN

A Professional Corporation
16255 Ventura Boulevard, Suite 600
Encino, CA 91436

Telecopier Numbers:

(818) 784-5096
(818) 784-9824

FACSIMILE TRANSMITTAL SHEET

FOR IMMEDIATE DELIVERY

Telecopier No.: (561) 417-4470

Telephone No.: (561) 417-8980

To: ELIOT I. BERNSTEIN

SENT

Date: May 7, 1999

From: RICHARD D. ROSMAN, ESQ.

No. of Pages Being Sent (including Cover Page): 3

Subject: Please see attached

NOTE: This message is intended for the confidential use of the designated Recipient named above. This message may be an attorney-client communication and, as such, is PRIVILEGED and CONFIDENTIAL, or exempt from disclosure under applicable federal or state law. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that **any review, dissemination, distribution or unauthorized copying of this message of this message is strictly prohibited.** If you have received this communication in error, please immediately notify the sender or this office by telephone and return the original message to us by mail. Thank you for your cooperation.

Comments/Remarks:

Time Sent: 9:50 am/pm (PST)

Operator: Myrna S. Tangco

Original Confirmation of this fax will not be sent. If you have any problems with this transmission, please notify the Sender or the Operator immediately.

Telephone Numbers:

(818) 784-7848
(310) 551-2606

Law Offices of

LeWINTER & ROSMAN

A Professional Corporation

16255 Ventura Boulevard, Suite 600
Encino, CA 91436

Telecopier Numbers:

(818) 784-5096
(818) 784-9824

FACSIMILE TRANSMITTAL SHEET

FOR IMMEDIATE DELIVERY

SENT

Telecopier No.: (805) 594-1136

Telephone No.: (805) 773-0788

To: MR. HASSAN MIAH

Date: May 5, 1999

From: RICHARD D. ROSMAN, ESQ.

No. of Pages Being Sent (including Cover Page): 3

Subject: Please see attached

File No.: 0415.002.5

NOTE: This message is intended for the confidential use of the designated Recipient named above. This message may be an attorney-client communication and, as such, is PRIVILEGED and CONFIDENTIAL, or exempt from disclosure under applicable federal or state law. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that **any review, dissemination, distribution or unauthorized copying of this message of this message is strictly prohibited.** If you have received this communication in error, please immediately notify the sender or this office by telephone and return the original message to us by mail. Thank you for your cooperation.

Comments/Remarks:

Please review to make sure that this Agreement, as marked-up by me, has all the exceptions you will need so that the Agreement will not interfere with whatever new projects you have in mind or might be involved with.

What do you think of the Wall Street Journal stating that Universal is moving in a big way (perhaps with Bertlesman) to sell music online?

Time Sent: 6:45 am/pm (PST)

Operator: Myrna S. Tangco

Original Confirmation of this fax will not be sent. If you have any problems with this transmission, please notify the Sender or the Operator immediately.

Telephone Numbers:

(818) 784-7848
(310) 551-2606

Law Offices of

LeWINTER & ROSMAN

A Professional Corporation
16255 Ventura Boulevard, Suite 600
Encino, CA 91436

Telecopier Numbers:

(818) 784-5096
(818) 784-9824

FACSIMILE TRANSMITTAL SHEET

FOR IMMEDIATE DELIVERY

SENT

7145
Telecopier No.: (561) 241-7400
Telephone No.: (561) 995-4702

To: CHRISTOPHER C. WHEELER, ESQ.

Date: May 5, 1999

From: RICHARD D. ROSMAN, ESQ.

No. of Pages Being Sent (including Cover Page): 3

Subject: *iviewit, Inc.*

File No.: 0466.005.11

NOTE: This message is intended for the confidential use of the designated Recipient named above. This message may be an attorney-client communication and, as such, is PRIVILEGED and CONFIDENTIAL, or exempt from disclosure under applicable federal or state law. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that any review, dissemination, distribution or unauthorized copying of this message of this message is strictly prohibited. If you have received this communication in error, please immediately notify the sender or this office by telephone and return the original message to us by mail. Thank you for your cooperation.

Comments/Remarks:

This will clarify and clean-up in a satisfactory manner the Confidentiality Agreement. If you cannot read my handwriting, or if you have any questions, please do not hesitate to give me a call. In the interest of moving this matter forward quickly, and on the assumption that my changes are acceptable, I am concurrently sending this version of the Agreement to my client.

Time Sent: 6:40 am/pm (PST)

Operator: Myrna S. Tangco

Original Confirmation of this fax will not be sent. If you have any problems with this transmission, please notify the Sender or the Operator immediately.

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by *iviewit, inc.*, Simon L. Bernstein, Eliot I. Bernstein, or any officer, director, employee, agent or representative of *iviewit, inc.* (collectively "**Company**") to the undersigned in this business plan and any other documents or information, whether oral or written, is confidential and the sole property of **Company** and the undersigned shall not disclose any Proprietary Information to any third party without the express written permission of Simon L. Bernstein. "Proprietary Information" means all materials and information (whether in writing or other recorded form, or oral, or mental) that the undersigned may receive or learn of now or in the future concerning **Company** which is non-public, proprietary, commercially valuable, not available in the public domain other than as a result of any breach of this Agreement, or not known or available in the computer software, Internet or e-commerce businesses or industry (the "industries"), or that is not known by others with whom the undersigned does, or plans to compete or do business, including without limitation (i) the contents of this Business Plan, projections or financial information relating to **Company**; (ii) the contents of any manuals or written materials of **Company**; (iii) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between **Company** and third parties; (v) any data or database, or other information compiled by **Company**, including, without limitation, information concerning **Company**, computer programs and listings, source codes and/or subject codes, trademarks, trade secrets, patents, patent designs, copyrights, forms, procedures, training methods, development, technical information, marketing activities and procedures, method for operating of **Company's** business, and credit and financial data concerning **Company**, and any other information, data, know-how or knowledge of a confidential or proprietary nature; and (vi) any information of a type described above or that is confidential in nature that is obtained, in any manner, whether in written, electronic, or other form now known or conceived of in the future, obtained or transmitted from or through or via this website or any website of the **Company**, in existence now or in the future.

pending applications

all are in public domain

Company of

iviewit, inc., Simon L. Bernstein, Eliot I. Bernstein, and all officers, directors, employees, agents & representatives of iviewit, inc. represents

all of

The undersigned acknowledges that the Proprietary Information are valuable, special and unique assets of **Company**. The undersigned agrees (a) to receive in trust the Proprietary Information obtained directly or constructively by **Company**; (b) not to use such Proprietary Information for any purpose without **Company's** prior consent, (c) not to disclose such Proprietary Information to anyone without **Company's** prior written consent and (d) not to reproduce, fax, distribute, store or copy any Proprietary Information in any form without the express of **Company**. The undersigned understands that all Proprietary Information is confidential, all rights, title and interest in any Proprietary Information shall be and shall remain the exclusive property of **Company**, and no license or other rights are granted to the undersigned by **Company** by acknowledgment of this Confidentiality Agreement. Nothing contained herein shall in any way restrict or impair to use, disclose or otherwise deal with any information

and that the information provided has been maintained in confidence and the Company has taken reasonable commercial steps to prevent disclosure and protect confidentiality.

obtained from Company which (i) at the time of disclosure, use or dealing is part of the public knowledge or literature, by publication or otherwise, or is reasonably available to persons knowledgeable or working within the industries, through no breach of any obligation herein created; (ii) the undersigned can show was in his possession prior to disclosure to him and was not acquired from Company; (iii) now or in the future is independently made available to the undersigned by or through a third party; (iv) relate to general business matters or trends of the industries. ~~The foregoing exceptions shall apply only from and after the date that the information becomes generally available to the public or is disclosed to the undersigned by a third party, respectively. Specific information shall not be deemed to be within the foregoing exceptions merely because it is embraced by more general information in the public domain.~~

by the undersigned

You agreed previously to delete this

The undersigned shall have executed this Confidentiality Agreement prior to, or contemporaneously with, receipt of the Business Plan.

X _____
Signature

Nothing herein shall prevent the undersigned from using any ^{information or} material in the public domain, and once such information is generally available ^{to knowledgeable persons} within the industries, the undersigned shall not be prohibited from using, dealing or, in any manner dealing with such information or material.

PROSKAUER ROSE LLP

2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elsewhere In Florida
800.432.7746
Fax 561.241.7145

NEW YORK
LOS ANGELES
WASHINGTON DC
CLIFTON NJ
PARIS

Date May 3, 1999

Client-Matter 0894/40017/001

Fax Transmittal

Total Pages (including Cover) 2

From Christopher C. Wheeler
Sender's Voice Number 561.995.4702

Sender's Room Number
Main Fax Operator 561.241.7400

To Richard Rosman
Company Lewinter and Rosman

Fax No. 818.784.5096
Voice No. 818.784.7848

Message

Per your request.

Confidentiality Note: This message is confidential and intended only for the use of the addressee(s) named above. It may contain legally privileged material. Dissemination, distribution or copying of this message, other than by such addressee(s), is strictly prohibited. If you have received this message in error, please immediately notify us by telephone and return the original to us at the address above. We will reimburse you for the cost of the telephone call and postage. Thank you.

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by iviewit, Inc., Simon L. Bernstein, Eliot I. Bernstein, or any officer, director, employee, agent or representative of iviewit, Inc. (collectively "Company") to the undersigned in any other documents or information, whether oral or written, is confidential and the sole property of Company and the undersigned shall not disclose any Proprietary Information to any third party without the express written permission of Simon L. Bernstein. "Proprietary Information" means all materials and information (whether in writing or other recorded form, or oral) that the undersigned may receive or learn of now or in the future concerning Company including without limitation (i) the contents of any Business Plan, projections or financial information relating to Company; (ii) the contents of any manuals or written materials of Company; (iii) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between Company and third parties; (v) any data or database, or other information compiled by Company, including, without limitation, information concerning Company, computer programs and listings, source codes and/or subject codes, trademarks, trade secrets, patents, patent designs, copyrights, forms, procedures, training methods, development, technical information, marketing activities and procedures, method for operating of Company's business, and credit and financial data concerning Company, and any other information, data, know-how or knowledge of a confidential or proprietary nature.

The undersigned acknowledges that the Proprietary Information are valuable, special and unique assets of Company. The undersigned agrees (a) to receive in trust the Proprietary Information obtained directly or constructively by Company; (b) not to use such Proprietary Information for any purpose without Company's prior consent, (c) not to disclose such Proprietary Information to anyone without Company's prior written consent and (d) not to reproduce, fax, distribute, store or copy any Proprietary Information in any form without the express of Company. The undersigned understands that all Proprietary Information is confidential, all rights, title and interest in any Proprietary Information shall be and shall remain the exclusive property of Company, and no license or other rights are granted to the undersigned by Company by acknowledgment of this Confidentiality Agreement.

The undersigned shall have executed this Confidentiality Agreement prior to, or contemporaneously with, receipt of the Business Plan.

iviewit, Inc.
Attention: Eliot I. Bernstein
500 S.E. Mizner Boulevard, Suite 102
Boca Raton, Florida 33432-6080
800.519.0234

REAL 3D, INC.

By: _____
_____,
(Title)

Date: _____

2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elsewhere in Florida
800.432.7746
Fax 561.241.7145

FILE

NEW YORK
LOS ANGELES
WASHINGTON DC
CLIFTON NJ
PARIS

PROSKAUER ROSE LLP

Date April 13, 1999

Client-Matter 0894/40017/001

Fax Transmittal

Total Pages (including Cover) 3

From Christopher C. Wheeler

Sender's Room Number

Sender's Voice Number 561.995.4702

Main Fax Operator 561.241.7400

To Richard Rossman

Fax No. 818.784.5096

Company

Voice No.

Message

Dear Mr. Rossman:

Please note suggested modifications. Could you please call me when you have had an opportunity to review?

Christopher C. Wheeler

Confidentiality Note: This message is confidential and intended only for the use of the addressee(s) named above. It may contain legally privileged material. Dissemination, distribution or copying of this message, other than by such addressee(s), is strictly prohibited. If you have received this message in error, please immediately notify us by telephone and return the original to us at the address above. We will reimburse you for the cost of the telephone call and postage. Thank you.

0894/40017-001 BALIB1/225834 v1

04/13/99 10:31 AM (2743)

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by *i view it, inc.*, Simon L. Bernstein, Eliot I. Bernstein, or any officer, director, employee, agent, or representative of *i view it, inc.* (collectively, "Company") to the undersigned in this Business Plan and any other documents or information, whether oral or written, is confidential and the sole property of Company and the undersigned shall not disclose any Proprietary Information to any third party without the express written permission of Simon L. Bernstein. "Proprietary Information" means all materials and information (whether in writing or other recorded form, or oral, or mental) that the undersigned may receive or learn of now or in the future from Company concerning Company which is non-public, proprietary, commercially valuable, not available in the public domain other than as a result of any breach of this Agreement, or not known or available in the computer software, Internet or e-commerce businesses or industry; or that is not known by others with whom the undersigned does, or plans to compete or do business, including without limitation, (i) the contents of this Business Plan, projections or financial information relating to Company; (ii) the contents of any manuals or written materials of Company; (iii) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between Company and third parties; (v) any data or database, or other information compiled by Company, including, without limitation, information concerning Company, computer programs and listings, source codes and/or subject codes, trademarks, trade secrets, patents, patent designs, copyrights, forms, procedures, training methods, development, technical information, marketing activities and procedures, method for operating of Company's business, and credit and financial data concerning Company, and any other information, data, know-how or knowledge of a confidential or proprietary nature; and (vi) any information of a type described above or that is confidential in nature that is obtained in any manner, whether in written, electronic, or other form now known or conceived of in the future, obtained or transmitted from or through or via this website or any website of the Company, in existence now or in the future.

The undersigned acknowledges that the Proprietary Information are valuable, special and unique assets of Company. The undersigned agrees (a) to receive in trust the Proprietary Information obtained directly or constructively by Company; (b) not to use such Proprietary Information for any purpose without Company's prior consent; (c) not to disclose such Proprietary Information to anyone without Company's prior written consent; and (d) not to reproduce, fax, distribute, store or copy any Proprietary Information in any form without the express of Company. The undersigned understands that all Proprietary Information is confidential, all rights, title and interest in any Proprietary Information shall be and shall remain the exclusive property of Company, and no license or other rights are granted to the undersigned by Company by acknowledgment of this Confidentiality Agreement. Nothing contained herein shall in any way restrict or impair to use, disclose or otherwise deal with any information obtained from Company which (i) at the time of disclosure, use or dealing is part of the public knowledge or literature, by publication or otherwise, or is reasonably available to persons knowledgeable or working within the industries, through no breach of any obligation herein created; (ii) the undersigned can show was in his possession prior to disclosure to him and was not acquired from Company; (iii) now or in the future is independently made available to the undersigned by or through a third party; (iv) relate to general business matters or trends of the industries.

Insert Attached

The undersigned shall have executed this Confidentiality Agreement prior to, or contemporaneously with, receipt of the Business Plan.

The foregoing exceptions shall apply only from and after the date that the information becomes generally available to the public or is disclosed to the undersigned by a third party, respectively. Specific information shall not be deemed to be within the foregoing exceptions merely because it is embraced by more general information in the public domain. Additionally, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain. If the undersigned intends to avail himself/herself of any of the foregoing exceptions, the undersigned shall notify the Company in writing of his/her intention to do so and the basis for claiming the exception.

Telephone Numbers:

(818) 784-7848
(310) 551-2606

Law Offices of
LeWINTER & ROSMAN
A Professional Corporation
16255 Ventura Boulevard, Suite 600
Encino, CA 91436

Telecopier Numbers:

(818) 784-5096
(818) 784-9824

FACSIMILE TRANSMITTAL SHEET

FOR IMMEDIATE DELIVERY

Telecopier No.: (561) 417-4470

Telephone No.: (561) 417-8980

To: ELIOT I. BERNSTEIN

SENT

Date: April 9, 1999

From: RICHARD D. ROSMAN, ESQ.

No. of Pages Being Sent (including Cover Page): 2

Subject: Please see attached

NOTE: This message is intended for the confidential use of the designated Recipient named above. This message may be an attorney-client communication and, as such, is PRIVILEGED and CONFIDENTIAL, or exempt from disclosure under applicable federal or state law. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that any review, dissemination, distribution or unauthorized copying of this message of this message is strictly prohibited. If you have received this communication in error, please immediately notify the sender or this office by telephone and return the original message to us by mail. Thank you for your cooperation.

Comments/Remarks:

Here are my suggested changes to the Agreement for my client.

Talk to you on Monday.

Time Sent: 1:09 am/pm (PST)

Operator: Myrna S. Tangco

Original Confirmation of this fax will not be sent. If you have any problems with this transmission, please notify the Sender or the Operator immediately.

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by *i view it, inc.*, Simon L. Bernstein, Eliot I. Bernstein, or any officer, director, employee, agent, or representative of *i view it, inc.* (collectively, "Company") to the undersigned in this Business Plan and any other documents or information, whether oral or written, is confidential and the sole property of Company and the undersigned shall not disclose any Proprietary Information to any third party without the express written permission of Simon L. Bernstein. "Proprietary Information" means all materials and information (whether in writing or other recorded form, or oral, or mental) that the undersigned may receive or learn of now or in the future from Company concerning Company which is non-public, proprietary and commercially valuable, not available in the public domain other than as a result of any breach of this Agreement, or not known or available in the computer software, Internet or e-commerce businesses or industry (the "industries"), or that is not known by others with whom the undersigned does, or plans to compete or do business, including without limitation, (i) the contents of this Business Plan, projections or financial information relating to Company; (ii) the contents of any manuals or written materials of Company; (iii) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between Company and third parties; (v) any data or database, or other information compiled by Company, including, without limitation, information concerning Company, computer programs and listings, source codes and/or subject codes, trademarks, trade secrets, patents, patent designs, copyrights, forms, procedures, training methods, development, technical information, marketing activities and procedures, method for operating of Company's business, and credit and financial data concerning Company, and any other information, data, know-how or knowledge of a confidential or proprietary nature; and (vi) any information of a type described above or that is confidential in nature that is obtained in any manner, whether in written, electronic, or other form now known or conceived of in the future, obtained or transmitted from or through or via this website or any website of the Company, in existence now or in the future.

The undersigned acknowledges that the Proprietary Information are valuable, special and unique assets of Company. The undersigned agrees (a) to receive in trust the Proprietary Information obtained directly or constructively by Company; (b) not to use such Proprietary Information for any purpose without Company's prior consent; (c) not to disclose such Proprietary Information to anyone without Company's prior written consent; and (d) not to reproduce, fax, distribute, store or copy any Proprietary Information in any form without the express of Company. The undersigned understands that all Proprietary Information is confidential, all rights, title and interest in any Proprietary Information shall be and shall remain the exclusive property of Company, and no license or other rights are granted to the undersigned by Company by acknowledgment of this Confidentiality Agreement. Nothing contained herein shall in any way restrict or impair to use, disclose or otherwise deal with any information obtained from Company which (i) at the time of disclosure, use or dealing is part of the public knowledge or literature, by publication or otherwise, or is reasonably available to persons knowledgeable or working within the industries, through no breach of any obligation herein created; (ii) the undersigned can show was in his possession prior to disclosure to him and was not acquired from Company; (iii) now or in the future is independently made available to the undersigned by or through a third party; (iv) relate to general business matters or trends of the industries.

The undersigned shall have executed this Confidentiality Agreement prior to, or contemporaneously with, receipt of the Business Plan.



500 SE Mizner Boulevard
Suite 102
Boca Raton, FL 33432-6080
Voice: 561.417.8980
Fax: 561.417.4470
Email: alps@netline.net
Web: www.iviewit.com

CONFIDENTIAL FASCIMILE

Date : 4/1/99

Time : 4:40:00 PM

Rich,

Sign and send back to 561.417.4470.

Thanks, Eliot

To: Richard Rosman

Company :

From : Eliot Bernstein

Pages: 2

For Information Call: 5614178980

Fax Number : 1-561-4174470



Confidentiality Agreement

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by Viewit, Inc., Simon L. Bernstein, Eliot I. Bernstein, or any officer, director, employee, agent or representative of Viewit, Inc. (collectively "Company") to the undersigned in this business plan and any other documents or information, whether oral or written, is confidential and the sole property of Company and the undersigned shall not disclose any Proprietary Information to any third party without the express written permission of Simon L. Bernstein. "Proprietary Information" means all materials and information (whether in writing or other recorded form, or oral, or mental) that the undersigned may receive or learn of now or in the future concerning Company including without limitation (i) the contents of this Business Plan, projections or financial information relating to Company; (ii) the contents of any manuals or written materials of Company; (iii) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between Company and third parties; (v) any data or database, or other information compiled by Company, including, without limitation, information concerning Company, computer programs and listings, source codes and/or subject codes, trademarks, trade secrets, patents, patent designs, copyrights, forms, procedures, training methods, development, technical information, marketing activities and procedures, method for operating of Company's business, and credit and financial data concerning Company, and any other information, data, know-how or knowledge of a confidential or proprietary nature; and (vi) any information of a type described above or that is confidential in nature that is obtained, in any manner, whether in written, electronic, or other form now known or conceived of in the future, obtained or transmitted from or through or via this website or any website of the Company, in existence now or in the future.

The undersigned acknowledges that the Proprietary Information are valuable, special and unique assets of Company. The undersigned agrees (a) to receive in trust the Proprietary Information obtained directly or constructively by Company; (b) not to use such Proprietary Information for any purpose without Company's prior consent; (c) not to disclose such Proprietary Information to anyone without Company's prior written consent and (d) not to reproduce, fax, distribute, store or copy any Proprietary Information in any form without the express of Company. The undersigned understands that all Proprietary Information is confidential, all rights, title and interest in any Proprietary Information shall be and shall remain the exclusive property of Company, and no license or other rights are granted to the undersigned by Company by acknowledgment of this Confidentiality Agreement.

The undersigned shall have executed this Confidentiality Agreement prior to, or contemporaneously with, receipt of the Business Plan.

X _____

Signature

If you have any questions regarding the confidentiality agreement please contact:
 Christopher C. Wheeler
 Proskauer Rose LLP
 One Boca Place
 Suite 340 West
 2255 Glades Road
 Boca Raton, FL 33431-7360
 (561) 241-7400 cwheeler@proskauer.com



BUSINESS PLAN SUMMARY

DRAFT COPY

1999



BUSINESS PLAN SUMMARY

DRAFT COPY

1999



Confidentiality Agreement

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by iviewit, inc., Simon L. Bernstein, Eliot I. Bernstein, or any officer, director, employee, agent or representative of iviewit, inc. (collectively "Company") to the undersigned in this business plan and any other documents or information, whether oral or written, is confidential and the sole property of Company and the undersigned shall not disclose any Proprietary Information to any third party without the express written permission of Simon L. Bernstein. "Proprietary Information" means all materials and information (whether in writing or other recorded form, or oral, or mental) that the undersigned may receive or learn of now or in the future concerning Company including without limitation (i) the contents of this Business Plan, projections or financial information relating to Company; (ii) the contents of any manuals or written materials of Company; (iii) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between Company and third parties; (v) any data or database, or other information compiled by Company, including, without limitation, information concerning Company, computer programs and listings, source codes and/or subject codes, trademarks, trade secrets, patents, patent designs, copyrights, forms, procedures, training methods, development, technical information, marketing activities and procedures, method for operating of Company's business, and credit and financial data concerning Company, and any other information, data, know-how or knowledge of a confidential or proprietary nature; and (vi) any information of a type described above or that is confidential in nature that is obtained, in any manner, whether in written, electronic, or other form now known or conceived of in the future, obtained or transmitted from or through or via this website or any website of the Company, in existence now or in the future.

The undersigned acknowledges that the Proprietary Information are valuable, special and unique assets of Company. The undersigned agrees (a) to receive in trust the Proprietary Information obtained directly or constructively by Company; (b) not to use such Proprietary Information for any purpose without Company's prior consent, (c) not to disclose such Proprietary Information to anyone without Company's prior written consent and (d) not to reproduce, fax, distribute, store or copy any Proprietary Information in any form without the express of Company. The undersigned understands that all Proprietary Information is confidential, all rights, title and interest in any Proprietary Information shall be and shall remain the exclusive property of Company, and no license or other rights are granted to the undersigned by Company by acknowledgment of this Confidentiality Agreement.

The undersigned shall have executed this Confidentiality Agreement prior to, or contemporaneously with, receipt of the Business Plan.

X _____

Signature

If you have any questions regarding the confidentiality agreement please contact:

→ Christopher C. Wheeler

Proskauer Rose LLP

One Boca Place

Suite 340 West

2255 Glades Road

Boca Raton, FL 33431-7360

(561) 241-7400 cwheeler@proskauer.com

The logo for iviewit, Inc. features the word "iviewit" in a large, bold, black, sans-serif font. Above the letters 'i', 'v', and 'w' are three realistic human eyes, each looking forward. To the right of "iviewit" is the word "Inc." in a smaller, black, sans-serif font. Below the main text is the tagline "Your third eye to the world" in a bold, black, sans-serif font, enclosed in quotation marks.

iviewit Inc.

"Your third eye to the world"

INTERACTIVE TABLE OF CONTENTS

EXECUTIVE SUMMARY

CORE MARKETS

USES OF INITIAL CAPITAL

MISSION STATEMENT

COMPANY

- OWNERSHIP
- LOCATIONS & FACILITIES

PRODUCTS & SERVICES

THE **iviewit** VIRTUAL MALL

TECHNOLOGY

MARKET ANALYSIS

COMPETITIVE EDGE

CAPITAL REQUIREMENTS

MARKETING STRATEGY

PRICING STRATEGY

SALES LITERATURE

STRATEGY FOR GROWTH

MANAGEMENT SUMMARY

- INTERACTIVE VIDEOS

INTERACTIVE FINANCIALS



Executive Summary

iviewit intends to establish itself as the leading global company in virtual multimedia internet product display, thereby defining the next level of internet portal for E-Commerce. **iviewit's** "patent pending" speed and imagery technologies, will differentiate **iviewit** from portals such as Lycos, Excite, AOL, Yahoo and Ebay, and create a brand new internet E-commerce platform. Within the **iviewit** web, products represented are in a high definition "HD WEB" virtual reality environment where the end user can control and manipulate the product environment to view multifaceted dimensions with high-powered magnification at FULL SCREEN. **iviewit** technology redefines the web experience. The company intends to apply this pioneering process to a multitude of products focusing on the core markets mentioned herein and then expanding these as capital growth permits, creating a virtual reality shopping mall with an endless number of floors, based entirely on **iviewit** technology. So sit back and relax and let **iviewit** open your "Third eye to the world!"

Virtual Reality Explanation - Have you ever wished you could climb inside your computer and see the rest of the surroundings as if you were there? At **iviewit's** website, you can do just that. Our

imagery enables you to experience a location or object, allowing you to mouse around, see, and zoom, up to an amazing 1700 times, the full 360° panoramic view. Astounding "patent pending" clarity and speed technologies bring **iviewit's** images onto your entire full screen.

iviewit represents a pivotal transition in global E-commerce. Currently, E-commerce occurs across a one-dimensional plane; websites are simply brochures posted to the web. Products bought and sold use flat lifeless pictures and text. **iviewit** technology is remarkably different because the product comes alive, empowering the user to inspect all dimensions of the product. The site has integrated voice overlays and a live videoconference feature enabling buyer and seller to engage in real-time discussion. This live interface adds a dynamic new element to E-Commerce, the live and personal salesman. All Internet websites currently lack one major ingredient; the human sales approach. This revolutionary advancement in site design, will give our customers a tremendous advantage over traditional websites.

iviewit allows all this technology to occur without the need for downloads, complicated plug-ins, or special software. Companies with existing web sites will have the ability to link their site directly to the virtual pages maintained by **iviewit**, or create entirely new websites based on the **iviewit** technology.

Mission Statement:

To deliver a multimedia experience, through the integration of **iviewit's** "patent pending" proprietary virtual reality process, that will render conventional shopping methods both inferior and economically obsolete by creating for the user the most realistic, friendly environment to view, tour, and purchase everything from a Barney toy to a 100 story commercial building, after inspecting it with better resolution than the human eye. **Iviewit** will set the standard against which

all E-commerce endeavors are measured, with respect to both the utility of the buyer and seller *and* the return on equity for the shareholder.

Competitive Edge

The Internet is a rapidly evolving industry in which business gravitates towards the market participant providing the greatest utility to the Internet user. **iviewit** is uniquely positioned to capitalize on this industry characteristic as the first to the street with its "patent pending" process. With astonishing swiftness, great technologies are chronicled on news shows, periodicals and around the water cooler providing immeasurable and invaluable brand recognition and loyalty. **iviewit's** transformation of the internet experience will manifest itself into unprecedented site traffic - ***THE CLICK HEARD 'ROUND THE WORLD!***

iviewit has several distinct advantages over current competitors.

- ❖ First, **iviewit's** web site is the only current site to provide a clear FULL SCREEN 3-D virtual reality tour of any property or object with point-n-click zoom capabilities without loss of object clarity. You can take a small object from your viewing screen 30 feet away in reality, and pull it into your full screen, without pixel distortion. Current competitors such as realtor.com and rent.net, msn carpoint, which utilize pan images, fall far short of providing the necessary quality and features to effectively market large ticket items. **iviewit** will open the untouched markets of real estate and other high-end luxury items to all Internet users, making these products not only viewable but instantly saleable to the end user.



BUSINESS PLAN SUMMARY

DRAFT COPY

1999



Confidentiality Agreement

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by iviewit, inc., Simon L. Bernstein, Eliot I. Bernstein, or any officer, director, employee, agent or representative of iviewit, inc. (collectively "Company") to the undersigned in this business plan and any other documents or information, whether oral or written, is confidential and the sole property of Company and the undersigned shall not disclose any Proprietary Information to any third party without the express written permission of Simon L. Bernstein. "Proprietary Information" means all materials and information (whether in writing or other recorded form, or oral, or mental) that the undersigned may receive or learn of now or in the future concerning Company including without limitation (i) the contents of this Business Plan, projections or financial information relating to Company; (ii) the contents of any manuals or written materials of Company; (iii) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between Company and third parties; (v) any data or database, or other information compiled by Company, including, without limitation, information concerning Company, computer programs and listings, source codes and/or subject codes, trademarks, trade secrets, patents, patent designs, copyrights, forms, procedures, training methods, development, technical information, marketing activities and procedures, method for operating of Company's business, and credit and financial data concerning Company, and any other information, data, know-how or knowledge of a confidential or proprietary nature; and (vi) any information of a type described above or that is confidential in nature that is obtained, in any manner, whether in written, electronic, or other form now known or conceived of in the future, obtained or transmitted from or through or via this website or any website of the Company, in existence now or in the future,

The undersigned acknowledges that the Proprietary Information are valuable, special and unique assets of Company. The undersigned agrees (a) to receive in trust the Proprietary Information obtained directly or constructively by Company; (b) not to use such Proprietary Information for any purpose without Company's prior consent, (c) not to disclose such Proprietary Information to anyone without Company's prior written consent and (d) not to reproduce, fax, distribute, store or copy any Proprietary Information in any form without the express of Company. The undersigned understands that all Proprietary Information is confidential, all rights, title and interest in any Proprietary Information shall be and shall remain the exclusive property of Company, and no license or other rights are granted to the undersigned by Company by acknowledgment of this Confidentiality Agreement.

The undersigned shall have executed this Confidentiality Agreement prior to, or contemporaneously with, receipt of the Business Plan.

X _____

Signature

If you have any questions regarding the confidentiality agreement please contact:

Christopher C. Wheeler

Proskauer Rose LLP

One Boca Place

Suite 340 West

2255 Glades Road

Boca Raton, FL 33431-7360

(561) 241-7400 cwheeler@proskauer.com



INTERACTIVE TABLE OF CONTENTS

EXECUTIVE SUMMARY

CORE MARKETS

USES OF INITIAL CAPITAL

MISSION STATEMENT

COMPANY

- OWNERSHIP
- LOCATIONS & FACILITIES

PRODUCTS & SERVICES

THE **iviewit** VIRTUAL MALL

TECHNOLOGY

MARKET ANALYSIS

COMPETITIVE EDGE

CAPITAL REQUIREMENTS

MARKETING STRATEGY

PRICING STRATEGY

SALES LITERATURE

STRATEGY FOR GROWTH

MANAGEMENT SUMMARY

- INTERACTIVE VIDEOS

INTERACTIVE FINANCIALS

The logo for iviewit, Inc. features the word "iviewit" in a large, bold, black, lowercase sans-serif font. Above the letters 'i', 'v', and 'w' are three realistic human eyes, each looking forward. Below the word "iviewit" is the tagline "Your third eye to the world" in a smaller, bold, black, lowercase sans-serif font. To the right of the tagline, the word "Inc." is written in a smaller, regular, black, lowercase sans-serif font.

iviewit, Inc.

"Your third eye to the world"

Executive Summary

iviewit intends to establish itself as the leading global company in virtual multimedia internet product display, thereby defining the next level of internet portal for E-Commerce. **iviewit's** "patent pending" speed and imagery technologies, will differentiate **iviewit** from portals such as Lycos, Excite, AOL, Yahoo and Ebay, and create a brand new internet E-commerce platform. Within the **iviewit** web, products represented are in a high definition "HD WEB" virtual reality environment where the end user can control and manipulate the product environment to view multifaceted dimensions with high-powered magnification at FULL SCREEN. **iviewit** technology redefines the web experience. The company intends to apply this pioneering process to a multitude of products focusing on the core markets mentioned herein and then expanding these as capital growth permits, creating a virtual reality shopping mall with an endless number of floors, based entirely on **iviewit** technology. So sit back and relax and let **iviewit** open your "Third eye to the world!"

Virtual Reality Explanation - Have you ever wished you could climb inside your computer and see the rest of the surroundings as if you were there? At **iviewit's** website, you can do just that. Our

imagery enables you to experience a location or object, allowing you to mouse around, see, and zoom, up to an amazing 1700 times, the full 360° panoramic view. Astounding "patent pending" clarity and speed technologies bring **iviewit's** images onto your entire full screen.

iviewit represents a pivotal transition in global E-commerce. Currently, E-commerce occurs across a one-dimensional plane; websites are simply brochures posted to the web. Products bought and sold use flat lifeless pictures and text. **iviewit** technology is remarkably different because the product comes alive, empowering the user to inspect all dimensions of the product. The site has integrated voice overlays and a live videoconference feature enabling buyer and seller to engage in real-time discussion. This live interface adds a dynamic new element to E-Commerce, the live and personal salesman. All Internet websites currently lack one major ingredient; the human sales approach. This revolutionary advancement in site design, will give our customers a tremendous advantage over traditional websites.

iviewit allows all this technology to occur without the need for downloads, complicated plug-ins, or special software. Companies with existing web sites will have the ability to link their site directly to the virtual pages maintained by **iviewit**, or create entirely new websites based on the **iviewit** technology.

Mission Statement:

To deliver a multimedia experience, through the integration of **iviewit's** "patent pending" proprietary virtual reality process, that will render conventional shopping methods both inferior and economically obsolete by creating for the user the most realistic, friendly environment to view, tour, and purchase everything from a Barney toy to a 100 story commercial building, after inspecting it with better resolution than the human eye. **Iviewit** will set the standard against which

all E-commerce endeavors are measured, with respect to both the utility of the buyer and seller *and* the return on equity for the shareholder.

Competitive Edge

The Internet is a rapidly evolving industry in which business gravitates towards the market participant providing the greatest utility to the Internet user. **iviewit** is uniquely positioned to capitalize on this industry characteristic as the first to the street with its "patent pending" process. With astonishing swiftness, great technologies are chronicled on news shows, periodicals and around the water cooler providing immeasurable and invaluable brand recognition and loyalty. **iviewit's** transformation of the internet experience will manifest itself into unprecedented site traffic - ***THE CLICK HEARD 'ROUND THE WORLD!***

iviewit has several distinct advantages over current competitors.

- ❖ First, **iviewit's** web site is the only current site to provide a clear FULL SCREEN 3-D virtual reality tour of any property or object with point-n-click zoom capabilities without loss of object clarity. You can take a small object from your viewing screen 30 feet away in reality, and pull it into your full screen, without pixel distortion. Current competitors such as realtor.com and rent.net, msn carpoint, which utilize pan images, fall far short of providing the necessary quality and features to effectively market large ticket items. **iviewit** will open the untouched markets of real estate and other high-end luxury items to all Internet users, making these products not only viewable but instantly saleable to the end user.