

Author: EpsteinA at AHJTW
Date: 7/19/99 3:31 PM
Priority: Normal
TO: cwheeler@proskauer.com at -FABRIK/Internet
Subject: confidentiality agmt

----- Message Contents -----

Chris: Thanks for re-sending the agmts to Amre and Ahmed. I noticed that the agmt is in the name of "iveiwit, Inc." Now that iveiwit LLC is the operating company, seems to me that the confidentiality agmts should be clarified on a prospective basis. What is iviewit, Inc., anyway? Thanks. AJE

*to: iveiwit /
Contracting And
~~Shareholder~~
~~Handwritten~~*

PROSKAUER ROSE LLP

225 Wades 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 N.J.
PARIS

Date June 4, 1999**Client-Matter** 0894/40017/001**Fax Transmittal****Total Pages (Including Cover)** 4**From** Christopher C. Wheeler**Sender's Room Number****Sender's Voice Number** 561.995.4702**Main Fax Operator** 561.241.7400**To** Alan Epstein**Fax No.** 310.553.5036**Company****Voice No.****Message**

Mr. Epstein,

Per your request, I am re-sending our most recent fax dated May 28, 1999 that included the revised, updated Confidentiality Agreement.

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 BRLIB/231202 v1

05/28/99 04:38 PM (2743)

** TX STATUS REPORT **

AS OF MAY 28 1999 19:17 PAGE.01

PROSKAUER ROSE

DATE TIME	TO/FROM	MODE	MIN/SEC	PGS	JOB#	STATUS
02 05/28 19:16		5036 EC--S	01'03"	003	048	OK

PROSKAUER ROSE LLP

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Date May 28, 1999

Client-Matter 0894/40017/001

Fax Transmittal

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Sender's Voice Number 561.995.4702

Main Fax Operator 561.241.7400

To Alan Epstein

Fax No. 310.553.5036

Company

Voice No.

Message

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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 I. 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. 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)

(Name - please print)

IF A COMPANY:

ARMSTRONG HIRSCH JACKOWAY TYERMAN & WERTHEIMER, P.C.

(Name of Company)

By: _____

(Signature)

JAMES R. JACKOWAY

(Name - please print)

Date: _____

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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)

(Name - please print)

IF A COMPANY:

Armstrong Hirsch Jackoway Tyerman +
(Name of Company) Weathermer

By: [Signature]
(Signature)

James R. Jackoway
(Name - please print)

Date: June 3, 1999

** TX STATUS REPORT **

AS OF MAY 28 1999 19:17 PAGE.01

PROSKAUER ROSE

DATE TIME	TO/FROM	MODE	MIN/SEC	PGS	JOB#	STATUS
02 05/28 19:16		5036 EC-S	01'03"	003	048	OK

PROSKAUER ROSE LLP

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 Boca Raton, FL 33431-7360
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 Elsewhere in Florida
 800.452.7748
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NEW YORK
 LOS ANGELES
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Date May 28, 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 Alan Epstein

Fax No. 310.553.5036

Company

Voice No.

Message

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0894/40017-001 09/01/231202 v1

05/28/99 04:38 PM (2743)

LAW OFFICES
ARMSTRONG HIRSCH JACKOWAY
TYERMAN & WERTHEIMER

*1888 Century Park East, Suite #1888
Los Angeles, California 90067*

*Telephone: (310) 553-0305 ** Telecopier: (310) 553-5036*

TELECOPIER COVER SHEET

DATE: June 3, 1999

FROM: Michele M. Mulrooney, Esq.

TO: ELIOT BERNSTEIN

CC: Charles Wheeler, Esq.

CLIENT/MATTER: Eliot Bernstein

Re: Confidentiality Agreement

FAX NUMBER: 561-417-4470

PHONE NUMBER: 561-417-8980

NUMBER OF PAGES: 4 (including cover sheet)

Message:

Enclosed is the signed Confidentiality Agreement.

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Please call Sender at (310) 553-0305 if you have not received all pages.

Jun-03-99 11:20 AM

<u>Identification</u>	<u>Result</u>	<u>Pages</u>	<u>Type</u>	<u>Date</u>	<u>Time</u>	<u>Duration</u>	<u>Diagnostic</u>
915614174470	OK	04	Sent	Jun-03	11:19A	00:01:29	002582030022

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Boca Raton, Florida 33432-6080
800.519.0234

IF AN INDIVIDUAL:

(Signature)

(Name - please print)

IF A COMPANY:

Armstrong Hirsch Sackoway Tyerman +
(Name of Company) Wetherimer
By: [Signature]
(Signature)
James R. Sackoway
(Name - please print)

Date: June 3, 1999

PROSKAUER ROSE

02	DATE TIME 05/28 19:16	TO/FROM	MODE 5036 EC-S	MIN/SEC 01'03"	PGS 003	JOB# 048	STATUS OK
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TYERMAN & WERTHEIMER

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Los Angeles, California 90067*

*Telephone: (310) 553-0305 ** Telecopier: (310) 553-5036*

TELECOPIER COVER SHEET

DATE: June 3, 1999

FROM: Michele M. Mulrooney, Esq.

TO: CHARLES WHEELER, ESQ.

COMPANY: PROSKAUER, ETC.

CLIENT/MATTER: BERNSTEIN, ELIOT

RE: CONFIDENTIALITY AGREEMENT

FAX NUMBER: 561-241-7145

PHONE NUMBER: 561-241-7400

NUMBER OF PAGES: 5 (including cover sheet)

Message:

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DATE: June 3, 1999

FROM: Michele M. Mulrooney, Esq.

TO: CHARLES WHEELER, ESQ.

COMPANY: PROSKAUER, ETC.

CLIENT/MATTER: BERNSTEIN, ELIOT

RE: CONFIDENTIALITY AGREEMENT

FAX NUMBER: 561-995-4702

PHONE NUMBER: 561-241-7400

NUMBER OF PAGES: 53 (including cover sheet)

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