

SONY PICTURES DIGITAL ENTERTAINMENT
a SONY PICTURES ENTERTAINMENT company

Fax Cover Sheet

To: Brian Utley Fax: 561.999.8810

Co: Iviewit Holdings

Ph:

Date: March 21, 2001

Re: SPDE - Iviewit Holdings: NDA

Pages (including cover): 5

MESSAGE:

Brian:

Attached please find one fully executed copy of the above referenced agreement for your files. If you have any questions feel free to contact me at the number listed below.

Thanks,
Anne

NOTICE: THIS MESSAGE IS INTENDED TO BE READ ONLY BY THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

from the desk of...

Anne E. Crawford
Paralegal, Business Affairs
Sony Pictures Digital Entertainment
3960 Ince Blvd., Suite 1051
Culver City, CA 90232
310.840.8628 voice
310.840.7332 fax
acrawford@sonypictures.com

[CONFIDENTIAL]

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into as of March 19, 2001 by and between Sony Pictures Digital Entertainment Inc., a Delaware corporation having a place of business at 3960 Ince Boulevard, Culver City, California 90232 ("SPDE"), and ViewIt Holdings, Inc., a Delaware corporation having its principal place of business at 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 ("COMPANY").

WHEREAS, SPDE and COMPANY wish to have discussions regarding the COMPANY's products and services in connection with SPDE's various online initiatives (the "Purpose"); and accordingly wish to disclose to and receive from each other, from time to time during the term of this Agreement, certain confidential and proprietary information regarding their respective current and future creative, technical and business affairs;

NOW, THEREFORE, in consideration of such disclosures and the agreements and covenants herein contained, each of SPDE and COMPANY agrees as follows:

1. **Definition of Confidential Information.** Confidential Information shall mean all information disclosed, directly or indirectly, through any means of communication or observation, by or on behalf of one party hereto (the "Disclosing Party") to or for the benefit of the other party hereto (the "Receiving Party"), that relates to or is derived from a party's technical, business, strategic, marketing or creative affairs, or to any other matter that the Receiving Party is advised or has reason to know is the confidential or proprietary information of the Disclosing Party. Any material provided by either party to the other which is clearly designated "Confidential" (or other similar legend) will be presumed to be Confidential Information; the absence of any such legend, however, will not preclude the same from being deemed Confidential Information.

2. **Protection of Confidential Information.** Each party agrees that, for a period of three (3) years after the date of receipt of any Confidential Information, it will:

- (a) not use, or authorize the use of, such Confidential Information for any purpose other than for the Purpose;
- (b) hold such Confidential Information in strict confidence and protect such Confidential Information with the same degree of care normally used to protect its own similar Confidential Information (but no less than a reasonable degree of care);
- (c) not disclose such Confidential Information to any person other than those of its employees, agents or affiliates who (i) need to know such Confidential Information to effectuate the Purpose, and (ii) are advised of the confidential and proprietary nature of such Confidential Information and bound by written confidentiality obligations prohibiting the further use and disclosure of such Confidential Information;
- (d) not copy or reproduce all or any part of such Confidential Information in any medium, except as may be strictly necessary to effectuate the Purpose; and
- (e) not decompile, disassemble or reverse engineer all or any part of such Confidential Information.

Notwithstanding the foregoing, the Receiving Party's obligations under this Section 2 with respect to any source code, patent application or trade secret included in the Confidential Information of the Disclosing Party will not expire, and will survive the expiration or termination of this Agreement.

3. **Disclosure Compelled by Law or Judicial Proceeding.** In the event that the Receiving Party receives a request from any third party for any Confidential Information of the Disclosing Party, or is directed to disclose any portion of any Confidential Information of the Disclosing Party by operation of law or in connection with a judicial or governmental proceeding or arbitration, such disclosure will be permissible only if the Receiving Party (a) immediately notifies the Disclosing Party of such request or directive; and (b) prior

[CONFIDENTIAL]

to any such disclosure, assists the Disclosing Party in seeking a suitable protective order or assurance of confidential treatment and in taking any other steps deemed reasonably necessary by the Disclosing Party to preserve the confidentiality of any such Confidential Information.

4. **Exceptions to Confidential Information.** Notwithstanding any other provision of this Agreement, "Confidential Information" does not include information which:

- (a) is or becomes generally known or available to the public through no act or failure to act by the Receiving Party or its employees or agents;
- (b) is or becomes known to the Receiving Party, prior to the Disclosing Party's disclosure thereof, from a third party in rightful possession thereof and owing no obligation of confidentiality to the Disclosing Party; or
- (c) is or was developed independently by or for the Receiving Party, without use of or reference to any Confidential Information of the Disclosing Party and without violation of any obligation contained herein, by individuals who had no access to such Confidential Information.

The burden of proof to establish that one of the above exceptions applies will be upon the Receiving Party.

5. **Ownership of Confidential Information.** All rights in and title to the Confidential Information supplied by one party to the other party remain in the furnishing party. Neither this Agreement nor the furnishing of any Confidential Information will be construed as granting to the Receiving Party (either expressly, by implication or estoppel, or otherwise) any license or immunity under any copyright, patent, trade secret, trademark, or other intellectual property right now or hereafter owned or controlled by the Disclosing Party, except solely to effectuate the Purpose.

6. **Publicity Restrictions.** Without the other party's prior written approval, neither party will (a) make or provide any public statement or disclosure concerning the existence of or any aspect of this Agreement or the discussions between the parties, including any mention of the Purpose; or (b) use the name, likeness or trademarks of the other party or its employees or affiliates to express or imply any relationship or affiliation between the parties, or any endorsement of any product or service.

7. **Concurrent Development.** Each party understands that the other party may currently or in future be developing information internally, or receiving information from other parties, that may be similar to the Confidential Information furnished by such party. In addition, each party understands that either party may have, or in the future may enter into, relationships with third parties having pre-existing relationships with the other party. Provided that each party complies with its obligations contained herein, and except as otherwise expressly provided herein, this Agreement shall not in any way limit, restrict or preclude either party from pursuing any of its present or future business activities or interests or from entering into any agreement or transaction with any person.

8. **Associated Parties.** Any Confidential Information disclosed to Company by any of SPDE's affiliated companies or by any Company, person or other entity participating with SPDE in any consortium, partnership, joint venture or similar business combination in connection with the Purpose, which would otherwise constitute Confidential Information hereunder if disclosed by SPDE, shall be deemed to constitute Confidential Information under this Agreement, and the rights of SPDE under this Agreement may be enforced by any such affiliate or other entity in addition to SPDE with respect to any violation relating to the Confidential Information disclosed by such affiliate or other entity, as if such entity were also a party to this Agreement.

9. **No Warranties** EACH RECEIVING PARTY ACKNOWLEDGES AND AGREES THAT THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE CONFIDENTIAL INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND THE DISCLOSING PARTY SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR

[CONFIDENTIAL]

IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

10. **Term / Termination.** This Agreement may be terminated by either party immediately upon a breach by the other party of a material provision of this Agreement. Unless earlier terminated, this Agreement will continue in full force and effect for a period of two (2) years from the date hereof. No expiration or termination of this Agreement will affect provisions of this Agreement which are intended, by their terms or by necessary implication, to survive such expiration or termination or to relieve either party of its obligations with respect to Confidential Information received prior to such expiration or termination.

11. **Return of Documents.** Upon termination or expiration of this Agreement, each Receiving Party will, upon the Disclosing Party's request, (a) promptly return any and all materials containing Confidential Information to the Disclosing Party; or (b) destroy such materials and certify their destruction in writing to the Disclosing Party.

12. **Notices.** Notices required to be given by one party to the other in connection with this Agreement will be given in writing and delivered via first class, postage paid, return receipt mail to the other party's address set forth in the introductory paragraph of this Agreement (in the case of notices to SPDE, with a copy also to the attention of "Sony Pictures Digital Entertainment Inc., Department of Business and Legal Affairs, 9050 W. Washington Blvd., Culver City, CA 90232") or such other address as a party may substitute by giving notice to the other in accordance with this Section.

13. **Assignment.** This Agreement and all rights, duties and obligations hereunder are personal to the undersigned parties and may not be assigned, delegated or otherwise transferred by either party, or by operation of law, without the prior written consent of other party; *provided, however,* that either party may assign this Agreement in its entirety to any affiliated company that acquires or succeeds to substantially all of its stock, assets or business. Any other attempt by either party to assign or transfer this Agreement or any right or obligation herein is void and without effect and will constitute a material breach of this Agreement. This Agreement and each and every provision hereof will be binding upon and will inure to the benefit of the parties and their permitted successors and assigns.

14. **Injunctive Relief.** The parties acknowledge that the unauthorized use or disclosure of the Disclosing Party's Confidential Information could cause the Disclosing Party irreparable harm and that money damages may be inadequate to compensate the Disclosing Party for such harm. Accordingly, in addition to any other available remedies, the Disclosing Party will be entitled to seek equitable relief, including injunctive relief and/or specific performance, the granting of which will not be subject to or conditioned upon any requirement of posting a bond or other security; *provided* that the foregoing will not permit the Disclosing Party to enjoin or restrict in any way any product, project or production of the Receiving Party that neither is based upon, nor incorporates or otherwise discloses, any Confidential Information of the Disclosing Party.

15. **Export Controls.** Neither party will transmit or export, directly or indirectly, any technical data received from the other party, or any product utilizing any such data, outside of the United States of America without the Disclosing Party's prior written consent and in accordance with all applicable laws and regulations.

16. **No Partnership or Further Obligation.** This Agreement is not intended and shall not be construed to create a joint venture, partnership or other business association between the parties, nor an obligation to buy, sell, license or enter into any other agreement with respect to the Confidential Information or the Purpose. Any such association or agreement will be subject to negotiation and execution of a separate written agreement satisfactory to both parties.

17. **Applicable Law / Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California as such laws are applied to contracts made, executed

[CONFIDENTIAL]

and performed within that State and without regard to the principles of conflict of laws thereof. The parties agree that any dispute or controversy arising out of or relating to this Agreement shall be decided, pursuant to California Code of Civil Procedure ("CCP") Section 638(1), by a reference before a Private Judge (also -A-Judge") sitting without a jury. Pursuant to CCP Section 640, the Private Judge shall be a person mutually agreed upon by the parties; provided that the parties agree to select a retired Judge from either the Los Angeles Superior Court or the United States District Court for the Central District of California as the Private Judge. In the event that the parties cannot agree upon a Private Judge, pursuant to CCP 640, either party may apply to the Presiding Judge of the Los Angeles Superior Court for the appointment of a Private Judge. All such proceedings shall be closed to the public and confidential, and all records relating thereto shall be permanently sealed. Service of process to any party at its address set forth in the first page of this letter agreement shall be deemed satisfactory service of process for the purposes of this letter agreement. If either party seeks to take an appeal from the determination of any such Private Judge, the prevailing party in such appeal shall be entitled to reasonable attorney's fees and costs. For the purposes hereof, the parties each hereby submit and subject themselves irrevocably to the personal jurisdiction of the California state and federal courts. Nothing in this paragraph shall diminish either party's right to seek injunctive relief pursuant to this Agreement.

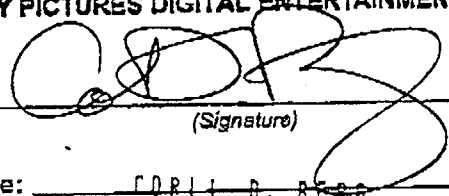
18. Miscellaneous

- (a) In no event shall either party be liable for any incidental, special or consequential damages (including, without limitation, any lost profits or loss of business, whether foreseeable or not), occasioned by any breach under this Agreement or any other cause whatsoever.
- (b) This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations and understandings, whether oral or written.
- (c) This Agreement may not be amended, waived or modified except by a single instrument in writing executed by duly authorized representatives of the parties. Failure to enforce any provision of this Agreement does not constitute a waiver of any term hereof.
- (d) This Agreement will be fairly interpreted and construed in accordance with its terms and without strict interpretation or construction in favor of or against either party.
- (e) In the event that any provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful or for any reason unenforceable, in whole or in part, such provision will be deemed and construed to extend only to the maximum permitted by law so as to effectuate the intent of the parties, and the remainder of this Agreement will continue in full force and effect and enforceable according to its terms.
- (f) This Agreement may be executed by manual or facsimile signatures and in any number of counterparts, each of which will be deemed an original and all which together will constitute one and the same instrument.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative as of the date first written above.

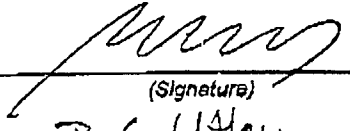
SONY PICTURES DIGITAL ENTERTAINMENT INC.

VIEWIT HOLDINGS, INC.

By: 
 (Signature)

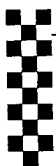
Name: CORI D. BEATO
 (Print or Type)

Title: ASSISTANT SECRETARY
 (Print or Type)

By: 
 (Signature)

Name: B.A. Utley
 (Print or Type)

Title: President
 (Print or Type)



F A X

To: Brian Utley
Company: Iviewit
Fax #: 561-999-8810
Date: March 26, 2001
Pages: 4

From: David Rondan
Company: MGM Studios
Fax #: 310-586-8628
Phone #: 310-586-8018

This facsimile transmission is intended only for the individual or entity to which it is addressed. The contents hereof are privileged and confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any copying, dissemination or distribution of this communication is strictly prohibited. If you have received this transmission in error or if there are any problems with the transmission, please notify the above immediately by telephone.

This will be the only form of delivery of the transmitted document.

Mutual Confidentiality and Nondisclosure Agreement

This MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (the "Agreement") is entered into by and between MGM.COM INC., a Delaware corporation with its principal place of business at 2500 Broadway Street, Santa Monica, California 90404, and iviewit.com, Inc. a Delaware corporation, with its principal place of business at 2255 Glades Road, Ste 337W, Boca Raton, FL 33431.

In consideration of the parties' mutual disclosure of Confidential Information (as defined below) to each other, which each party acknowledges to be good and valuable consideration for its obligations hereunder, the parties hereby agree as follows:

1. "Confidential Information" as used in this Agreement shall mean any information or material which is proprietary to the disclosing party or designated as Confidential Information by the disclosing party whether or not owned or developed by the disclosing party, which is not generally known other than by the disclosing party, and which the receiving party may obtain knowledge of through or as a result of the relationship established hereunder with the disclosing party, access to the disclosing party's premises, or communications with the disclosing party's employees or independent contractors. Confidential Information also includes any information which the disclosing party obtains from any third party which the disclosing party treats as proprietary or designates as Confidential Information.

Without limiting the generality of the foregoing, Confidential Information includes, but is not limited to, the following types of information, and other information of a similar nature (whether or not reduced to writing or still in development): designs, concepts, drawings, ideas, inventions, specifications, techniques, discoveries, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, procedures, know-how, new product or new technology information, prototypes, art, concepts, scripts, marketing techniques and materials, marketing plans, timetables, strategies and development plans (including prospective trade names or trademarks), customer names and other information related to customers, pricing policies, and financial information.

Confidential Information shall not include information that (i) is now or later becomes (except as set forth in Section 5 below) generally available to the public (other than as a result of a breach of this Agreement); (ii) is independently developed by the receiving party; (iii) the receiving party lawfully obtains from any third party who has lawfully obtained such information; or (iv) is later published or generally disclosed to the public by the disclosing party. The receiving party shall bear the burden of showing that any of the foregoing exclusions applies to any information or materials.

The receiving party may disclose Confidential Information if required by any judicial or governmental request, requirement or order; provided that receiving party will take reasonable steps to give the disclosing party sufficient prior notice in order to contest such request, requirement or order by notifying the disclosing party of such request.

2. Each party understands and acknowledges that such Confidential Information has been developed or obtained by the other party by the investment of significant time, effort and expense, and that such Confidential Information provides such party with a competitive advantage in its business.

3. Each party agrees to hold in confidence and not to disclose or reveal to any person or entity the Confidential Information received hereunder other than to your officers, directors, employees, agents, advisors, potential financing sources and representatives, including your legal counsel (each a "Related Party"), who have a need to have access to the Confidential Information.

4. Each party agrees to attempt to limit its disclosures made to the other party to those which are reasonably necessary to serve the limited purposes of this Agreement.

5. Each receiving party (including its Related Parties) agrees that it shall not use the Confidential Information for any purpose other than to assist such party in its consideration of the subject matter hereof and that the receiving party shall not use any of the Confidential Information with respect to the disclosing party's businesses (except in negotiation of any proposed transaction that pertains to the subject matter hereof), or the business of anyone

else, whether or not in competition with the disclosing party, or for any other purpose whatsoever. Each party will be responsible for any breach of terms hereunder by it, any of its affiliates, any joint venture partners of any such affiliates, or any Related Party. Each party will make all reasonably necessary and appropriate efforts to safeguard the Confidential Information from disclosure to anyone other than as permitted hereby.

6. It is understood that the parties may furnish to each other certain materials, either in writing or otherwise fixed in tangible form. The parties agree that any and all of these materials shall be furnished in confidence and all of the terms and conditions of this Agreement shall apply to the disclosure or furnishing of these materials. The receiving party will not copy, alter, modify, disassemble, reverse engineer or decompile any of these materials without the prior written consent of the disclosing party. Each party agrees to return to the disclosing party any and all of these materials, together with any copies (including, but not limited to, complete or partial copies incorporated into other materials) that may have been made, promptly upon the request of the disclosing party or, if not requested earlier, promptly after the purpose(s) for which they were furnished have been accomplished or abandoned (at least with respect to the receiving party).

7. Each party represents that it has not provided or communicated any of the other party's Confidential Information to any third party, and will not do so in the future without the prior written consent of the disclosing party.

8. This Agreement shall not be assignable by either party, and neither party may delegate its duties hereunder, without the prior written consent of the other party, which consent may be granted or denied in the sole discretion of the non-assigning party, except that in the event that more than fifty percent (50%) of the capital stock of a party is acquired by any person or entity, the other party's consent shall not be required for an assignment of this Agreement to such person or entity. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and permitted assigns.

9. Nothing in this Agreement shall be construed as creating any obligation on the part of any party to disclose any Confidential Information whatsoever. Nothing in this Agreement shall be construed as granting any license or any other rights with respect to either party's proprietary rights or Confidential Information.

10. This Agreement shall continue in full force and effect for so long as a receiving party continues to receive Confidential Information. This Agreement may be terminated at any time upon thirty (30) days' written notice to the other party. The termination of this Agreement shall not relieve the receiving party of the obligations imposed by this Agreement with respect to Confidential Information disclosed prior to the effective date of such termination and the provisions of this Agreement shall survive the termination of this Agreement for a period of eighteen (18) months from the date of such termination.

11. Nothing contained in this Agreement shall be construed as creating any obligation or an expectation on the part of either party to enter into a business relationship with the other party, or an obligation to refrain from entering into a business relationship with any third party. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties, it being understood that the parties are independent contractors vis-a-vis one another. Except as specified herein, no party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of any other party hereto.

12. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. The formation, interpretation and performance of this contract shall be governed by the law of the State of California, excluding its conflict of law rules. This Agreement may only be amended or modified in writing signed in advance by authorized representatives of each of the parties.

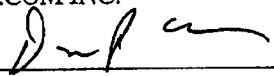
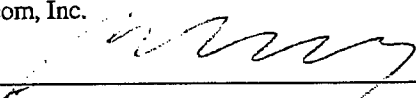
13. The parties hereby agree and confirm that money damages would not be a sufficient remedy for any breach of this Agreement and, therefore, in addition to all other remedies that the disclosing party may be entitled to as a matter of law, the disclosing party shall be entitled to specific performance and any other form of equitable relief to enforce the provisions of this Agreement.

14. If any of the conditions set forth in this Agreement relative to either party is not enforceable, in whole or in part, the remaining conditions set forth in this Agreement shall be enforceable notwithstanding the invalidity of any other condition. Any condition not enforceable in party shall be enforced to the extent valid and enforceable. No failure or delay by the disclosing party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. This Agreement is to be interpreted under the laws of the State of California, without giving effect to its conflict of laws principles or rules. Each party hereto consents to personal jurisdiction in the State of California and voluntarily submits to the jurisdiction of the courts in such State in any action or proceeding with respect to this Agreement. Any liability of any party hereto shall extend only to such party and not to its shareholders, parent or affiliated companies.

15. The parties acknowledge that neither Kirk Kerkorian nor Tracinda Corporation, individually or collectively, is a party to this Agreement or any agreement provided for herein. Accordingly, the parties hereby agree that in the event: (a) there is an alleged breach or default by any Party under this Agreement or any agreement provided for herein; or (b) any party has any claim arising from or relating to any such agreement, no party, nor any party claiming through such party, shall commence any proceedings or otherwise seek to impose any liability whatsoever against Kirk Kerkorian or Tracinda Corporation by reason of such alleged breach, default or claim.

Each of the parties warrants and represents that it has carefully read and understood this Agreement, and each acknowledges receipt of a copy thereof. Each person executing this Agreement warrants and represents that he or she has the authority to enter into this Agreement on behalf of the person, firm or corporation, if any, set forth above his or her signature below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

<p>MGM.COM INC.</p> <p>By: <u></u></p> <p>Name: <u>David London</u></p> <p>Title: <u>Vice President</u></p> <p>Date: <u>3/26/01</u></p>	<p>iviewit.com, Inc.</p> <p>By: <u></u></p> <p>Name: Brian G. Utley</p> <p>Title: President</p> <p>Date: January 26, 2001</p>
--	---

**WARNER BROS. ONLINE
Confidentiality Agreement (Mutual)**

This "Agreement" is entered into and is effective as of February 27, 2001 by and between Warner Bros. Online, a division of Time Warner Entertainment Company, L.P., ("WB Online") and the entity named below and which is referred to herein as "Recipient".

1. Definition of Confidential Information: Each party agrees that all information and materials disclosed by WB Online and Recipient regarding a proposed business deal between the parties, including the terms and conditions of this Agreement and the existence of the discussion between the parties, will be considered and referred to collectively in this Agreement as "Confidential Information." Confidential Information, however, does not include information that: is now or subsequently becomes generally available to the public through no fault or breach on the part of either party; either party can demonstrate to have had rightfully in its possession prior to disclosure to the receiving party; is independently developed by either party without the use of any Confidential Information; or either party rightfully obtains from a third party who has the right to transfer or disclose it.

2. Nondisclosure and Nonuse of Confidential Information: The parties shall not disclose, publish, or otherwise disseminate Confidential Information to anyone other than those of its employees with a need to know, and each party shall take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. The parties accept the Confidential Information for the sole purpose of evaluation in connection with either parties' business discussions with each other. Each party shall not use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of the disclosing party in each instance. The foregoing restrictions on Confidential Information shall not apply to Confidential Information that is required to be disclosed in connection with any suit, action or other dispute related to the Confidential Information, or otherwise required to be disclosed as a matter of law.

3. Miscellaneous: All Confidential Information remains the property of the disclosing party and no license or other rights to Confidential Information is granted or implied hereby. All Confidential Information is provided "AS IS," and without any warranty, whether express or implied, as to its accuracy or completeness. Each party hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the disclosing party that may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement, in addition to any other rights and remedies each party may have.

4. Entire Agreement and Governing Law: This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by the written agreement signed by authorized representatives of both parties. This agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of California law concerning conflicts of law. This Agreement may be executed by facsimile signature and in counterparts, which taken together shall constitute one and the same instrument.

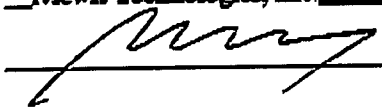
Understood and Agreed to by the duly authorized representative of the parties:

WARNER BROS. ONLINE

By: 

Title: Director

Name of Company/
Recipient: iviewit Technologies, Inc.

Signature: 

Title: President and COO

Print Name:
Brian G. Utley



CONFIDENTIALITY AGREEMENT

In order to protect certain proprietary, confidential information which may be disclosed between them, Eastman Kodak Company ("Kodak") and the "Other Party" identified below agree that:

- The "Effective Date" of this Agreement is Dec 1 2000.
- (Complete only if Kodak confidential information is to be disclosed under this Agreement) The Kodak confidential information to be disclosed under this Agreement relates specifically to: Software product roadmap, product requirements, timelines, schedules. For any such confidential information disclosed pursuant to this Paragraph 2, "Discloser" is Kodak and the "Recipient" is the Other Party.
- (Complete only if the Other Party's confidential information is to be disclosed under this Agreement) The Other Party's confidential information to be disclosed under this Agreement relates specifically to: the application and use of Viewit's proprietary digital imaging technology. For any such confidential information disclosed pursuant to this Paragraph 3, the "Discloser" is the Other Party and the "Recipient" is Kodak.
- Each party agrees to designate a representative, identified below, for administering the disclosure and/or receipt of confidential information hereunder:
Tom Berarducci (Kodak) Brian Utley (Other Party)
- This Agreement covers only confidential information which is (a) within the scope of paragraphs 2 and/or 3 above, and (b) disclosed within one year after the Effective Date.
- A Recipient's obligations regarding confidential information received under this Agreement expires 2 years after the Effective Date. (one to five years)
- A Recipient shall protect the confidential information against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as the Recipient uses to protect its own confidential information of a like nature.
- A Recipient shall be obligated to protect only such confidential information disclosed under this Agreement as is: (a) disclosed in tangible form clearly labeled as confidential at the time of disclosure, or (b) disclosed initially in non-tangible form identified as confidential at the time of disclosure and, within thirty days following the initial disclosure, is summarized and designated as confidential in a written memorandum delivered to the Recipient to the attention of its representative if designated.
- This Agreement imposes no obligation upon a Recipient with respect to any confidential information disclosed under this Agreement which: (a) was in the Recipient's possession before receipt from the Discloser; or (b) is or becomes a matter of public knowledge through no fault of the Recipient; or (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; or (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; or (e) is independently developed by the Recipient; or (f) is disclosed under operation of law after prior notice to Discloser; or (g) is disclosed by Recipient with the Discloser's prior written approval.
- Neither party acquires any intellectual property rights under this Agreement; no obligation of any kind is assumed or implied against either party except for those stated herein; neither party has an obligation under this Agreement to disclose any information, to purchase any service or item from the other party, or to deal exclusively with the other party in any field; and neither party has an obligation under this Agreement to offer for sale products using or incorporating confidential information disclosed hereunder. The Discloser may, at its sole discretion, offer such products for sale and may modify them or discontinue sale at any time.
- Any information disclosed hereunder is provided "As Is" and without any warranty, except Discloser warrants that it has the right to make such disclosures.
- A Recipient shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or products received from the Discloser or the direct products of such technical data to any proscribed country listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.
- The parties do not intend that any agency or partnership relationship be created between them by this Agreement.
- All additions or modifications to this agreement must be made in writing and must be signed by both parties. This Agreement is made under and shall be construed according to the laws, other than choice of law provisions, of the State of New York.

EASTMAN KODAK COMPANY	
349 State Street Rochester, New York 14850	
UNIT: <u>Digital & Applied Imaging</u>	
AUTHORIZED SIGNATURE	
By	
PRINTED SIGNATORY'S NAME: <u>Phillip Gerskovich</u>	
PRINTED SIGNATORY'S TITLE: <u>Vice President and D&AI COO</u>	

OTHER PARTY	
COMPANY NAME & ADDRESS: <u>Viewit.com, Inc. 2255 Glades Road, Ste 337W, Boca Raton, FL 33486</u>	
AUTHORIZED SIGNATURE	
By	
PRINTED SIGNATORY'S NAME: <u>Brian G. Utley</u>	
PRINTED SIGNATORY'S TITLE: <u>President</u>	



CONFIDENTIALITY AGREEMENT

In order to protect certain proprietary, confidential information which may be disclosed between them, Eastman Kodak Company ("Kodak") and the "Other Party" identified below agree that:

- The "Effective Date" of this Agreement is Dec 1 2000.
- (Complete only if Kodak confidential information is to be disclosed under this Agreement) The Kodak confidential information to be disclosed under this Agreement relates specifically to: Software product roadmap, product requirements, timelines, schedules. For any such confidential information disclosed pursuant to this Paragraph 2, "Discloser" is Kodak and the "Recipient" is the Other Party.
- (Complete only if the Other Party's confidential information is to be disclosed under this Agreement) The Other Party's confidential information to be disclosed under this Agreement relates specifically to: the application and use of Viewit's proprietary digital imaging technology. For any such confidential information disclosed pursuant to this Paragraph 3, the "Discloser" is the Other Party and the "Recipient" is Kodak.
- Each party agrees to designate a representative, identified below, for administering the disclosure and/or receipt of confidential information hereunder:

<u>Tom Berarducci</u>	<u>Brian Utley</u>
(Kodak)	(Other Party)
- This Agreement covers only confidential information which is (a) within the scope of paragraphs 2 and/or 3 above, and (b) disclosed within one year after the Effective Date.
- A Recipient's obligations regarding confidential information received under this Agreement expires 2 years after the Effective Date.
(one to five years)
- A Recipient shall protect the confidential information against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as the Recipient uses to protect its own confidential information of a like nature.
- A Recipient shall be obligated to protect only such confidential information disclosed under this Agreement as is: (a) disclosed in tangible form clearly labeled as confidential at the time of disclosure, or (b) disclosed initially in non-tangible form identified as confidential at the time of disclosure and, within thirty days following the initial disclosure, is summarized and designated as confidential in a written memorandum delivered to the Recipient to the attention of its representative if designated.
- This Agreement imposes no obligation upon a Recipient with respect to any confidential information disclosed under this Agreement which: (a) was in the Recipient's possession before receipt from the Discloser; or (b) is or becomes a matter of public knowledge through no fault of the Recipient; or (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; or (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; or (e) is independently developed by the Recipient; or (f) is disclosed under operation of law after prior notice to Discloser; or (g) is disclosed by Recipient with the Discloser's prior written approval.
- Neither party acquires any intellectual property rights under this Agreement; no obligation of any kind is assumed or implied against either party except for those stated herein; neither party has an obligation under this Agreement to disclose any information, to purchase any service or item from the other party, or to deal exclusively with the other party in any field; and neither party has an obligation under this Agreement to offer for sale products using or incorporating confidential information disclosed hereunder. The Discloser may, at its sole discretion, offer such products for sale and may modify them or discontinue sale at any time.
- Any information disclosed hereunder is provided "As Is" and without any warranty, except Discloser warrants that it has the right to make such disclosures.
- A Recipient shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or products received from the Discloser or the direct products of such technical data to any proscribed country listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.
- The parties do not intend that any agency or partnership relationship be created between them by this Agreement.
- All additions or modifications to this agreement must be made in writing and must be signed by both parties. This Agreement is made under and shall be construed according to the laws, other than choice of law provisions, of the State of New York.

EASTMAN KODAK COMPANY	
343 State Street Rochester, New York 14650	
UNIT: <u>Digital & Applied Imaging</u>	
AUTHORIZED SIGNATURE	
By	
PRINTED SIGNATORY'S NAME: <u>Philip Gerskovich</u>	
PRINTED SIGNATORY'S TITLE: <u>Vice President and D&A COO</u>	

OTHER PARTY	
COMPANY NAME & ADDRESS: <u>Viewit.com, Inc. 2255 Gleades Road, Ste 337W, Boca Raton, FL 33486</u>	
AUTHORIZED SIGNATURE	
By	
PRINTED SIGNATORY'S NAME: <u>Brian G. Utley</u>	
PRINTED SIGNATORY'S TITLE: <u>President</u>	

CORPORATE COMMERCIAL AFFAIRS

CONFIDENTIALITY AGREEMENT

Iviewit, Inc., a Delaware corporation, having a principal place of business at One Boca Place, 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information"), and if the undersigned obtains the results of any searches for any patents, publications, or other printed information relevant to the Patent Information during the course of evaluating potential business opportunities with the Company in accordance with the purpose of this agreement, then the undersigned agrees to provide the Company with such search results.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees and advisors who have executed a written confidentiality agreement with the undersigned and 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 this Agreement by such employees and advisors) without the prior written consent of an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

This Agreement shall be governed by the internal laws of the State of Florida. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

IF	A	COMPANY:	IF AN INDIVIDUAL:
NCR			
(Company Name)			(Signature)
1700 S. Paterson Blvd			(Printed Name)
(Company Address)			(Date)
Dayton, OH 45479			(Address)
(Company City, State, Zip)			(City, State, Zip)
BY:	Kathleen Hoffer		
(Signature)			
Kathleen Hoffer			
(Printed Name)			
Director, Worldwide Cust. Svc.			
(Title)			
12/15/00			
(Date)		ATTACHMENT? YES NO	

MUTUAL CONFIDENTIALITY AGREEMENT

Iviewit, Inc., a Delaware corporation, having a principal place of business at One Boca Place, 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (together with its direct and indirect subsidiaries and affiliates) and **TeraNex, Inc.**, a Delaware corporation, having its principal place of business at 7800 Southland Blvd., Suite #250, Orlando, Florida 32809, (individually a "Party" and jointly "Parties"), are willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the receiving Party ("Recipient") only for the purpose of permitting the Recipient to evaluate potential business opportunities with the disclosing Party ("Discloser"). The Recipient acknowledges and agrees that any and all Proprietary Information provided by or on behalf of the Discloser to the Recipient, or to which the Recipient 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 Recipient may receive or learn of now or in the future concerning, or related in any way to, the Discloser, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Discloser; (b) the contents of any manuals or written materials of the Discloser; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Discloser and third parties; (e) any data or database, or other information compiled or developed by the Discloser; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Discloser; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) any information of a type described above derived or obtained from the internet or any website of the Discloser, 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 that: (a) is already known to the Recipient or in the Recipient's possession (other than that which was furnished to the Recipient by or on behalf of the Discloser prior to the date of this Agreement); or (b) is or becomes generally available to the public other than as a result of a disclosure by the Recipient; or (c) becomes available to the Recipient on a non-confidential basis from a source other than the Discloser 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 Discloser. The Recipient shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

The Recipient acknowledges that the Proprietary Information constitutes valuable, special, and unique assets of the Discloser. The Recipient 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, other than the aforesaid purpose, without

the prior written consent of an officer of the Discloser; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the Recipient's advisors who have executed a written confidentiality agreement with the Recipient and who have a need to know such Information for the sole purpose of assisting the Recipient in evaluating such Information; provided that the Recipient shall be liable for any breach of confidentiality or use by such advisors) without the prior written consent of an officer of the Discloser; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Discloser; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The Recipient further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Discloser, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Discloser. No license or other rights are granted hereunder by the Discloser. The Recipient shall, upon written request from the Discloser at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Discloser.

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Discloser.

The Recipient further agrees that the Discloser shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Recipient agrees to defend and hold harmless the Discloser 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 Agreement.

This Agreement shall be governed by the internal laws of the State of Florida. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the Parties hereby consent and submit to the jurisdiction and venue of the courts of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

The Parties have executed this Agreement as of the date set forth below.

TeraNex, Inc.

7800 Southland Blvd., Suite #250

Orlando, FL 32809

BY:

(Signature)

(Printed Name)

(Title)

(Date)

iviewit

One Boca Place, 2255 Glades Road, Suite 337 West

Boca Raton, FL 33431

BY:

(Signature)

(Printed Name)

(Title)

(Date)

Michael Baron
Michael Baron
President
10/4/00

Brian Utley
Brian Utley
President
10/4/00

CONFIDENTIALITY AGREEMENT

Iviewit, Inc., a Delaware corporation, having a principal place of business at One Boca Place, 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information"), and if the undersigned obtains the results of any searches for any patents, publications, or other printed information relevant to the Patent Information during the course of evaluating potential business opportunities with the Company in accordance with the purpose of this agreement, then the undersigned agrees to provide the Company with such search results.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees and advisors who have executed a written confidentiality agreement with the undersigned and 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 this Agreement by such employees and advisors) without the prior written consent of an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

This Agreement shall be governed by the internal laws of the State of Florida. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

IF	A	COMPANY:	IF AN INDIVIDUAL:
<i>Viewit</i>			<i>Peter M. Walker</i>
(Company Name)			(Signature)
			<i>Peter M. Walker</i>
(Company Address)			(Printed Name)
			<i>12/1/2000</i>
(Company City, State, Zip)			(Date)
BY: <i>[Signature]</i>			<i>6879 NW - 654 terr</i>
(Signature)			(Address)
<i>Kevin J. Lockwood</i>			<i>Parkland, FL, 33067</i>
(Printed Name)			(City, State, Zip)
<i>Vice President of Sales.</i>			
(Title)			
<i>12/1/00</i>			
(Date)			
			ATTACHMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO



Standard Non-Disclosure Agreement NDA # 00110925

In order to protect certain Confidential Information (as defined below), Dell Computer Corporation, for itself and its subsidiaries and affiliates ("Dell"), and iviewit, for itself and its subsidiaries and affiliates ("Participant"), individually referred to as a "Party" and collectively referred to as the "Parties", agree that:

1. The Effective Date of this Non-Disclosure Agreement ("Agreement") is **11/09/2000**.
2. The Agreement shall apply to all Confidential Information disclosed between the Parties.
3. In addition to this Agreement, the parties may agree to additional matters in the form of Addenda that incorporate the terms of this Agreement (e.g. Product Evaluation).
4. A. The Confidential Information disclosed under this Agreement ("Confidential Information") is described generally as any and all current and future product information, roadmap, technical or financial information, forecasts, customer names, addresses, and related data, contracts, practices, services and support, procedures, and other business information including, but not limited to software, reports, methods, strategies, plans, documents, drawings, designs, tools, models, inventions, patent disclosures, and Request For Proposals that may be disclosed between the parties whether in written, oral, electronic, website-based, or other form. This Agreement also includes Confidential Information acquired during any facilities tours.
4. B. Additionally, without the prior written consent of the other party, both parties agree not to issue or release any articles, advertising, publicity or other matter relating to any Confidential Information (including the fact that a meeting or discussion has taken place between the parties) or mentioning or implying the name of the other party, except as may be required by law and then only after providing the other party with an opportunity to review and comment thereon.
5. This Agreement shall remain in effect until it is terminated by either Party with thirty (30) days prior written notice. The terms and conditions of this Agreement shall survive any such termination with respect to Confidential Information that is disclosed prior to the effective date of termination. The Parties receiving Confidential Information (each, a "Recipient") from the other Parties disclosing Confidential Information (each, a "Discloser") will use the Confidential Information only for the purpose of and in connection with the Parties business relationship.
6. Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires three (3) years from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed.
7. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own similar information to protect the Confidential Information and to prevent (a) any use of Confidential Information not authorized in this Agreement, (b) dissemination of Confidential Information to any employee of Recipient without a need to know, (c) communication of Confidential Information to any third party or (d) publication of Confidential Information.
8. A Recipient will have a duty to protect Confidential Information (a) if it is marked or accompanied by documents clearly and conspicuously

designating them as "confidential" or the equivalent; or (b) if it is identified by the Discloser as confidential before, during or promptly after the presentation or communication.

9. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which (a) the Recipient can demonstrate was already in its possession before receipt from the Discloser; (b) is or becomes publicly available through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Recipient without a breach of this Agreement; or (f) is disclosed by the Recipient with the Discloser's prior written approval. If a Recipient is required by a government body or court of law to disclose Confidential Information, the Recipient agrees to give the Discloser reasonable advance notice so that Discloser may contest the disclosure or seek a protective order.
10. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE AND NO RESPONSIBILITY OR LIABILITY IS OR WILL BE ACCEPTED BY EITHER PARTY IN RELATION TO OR AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION, ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS".
11. This Agreement imposes no obligation on a Party to exchange Confidential Information or to purchase, sell, license, transfer or otherwise make use of any technology, services or products.
12. A Recipient will adhere to all applicable laws and regulations of the U.S. Export Administration and will not export or re-export any technical data or products received from a Discloser, or the direct product of such technical data, to any proscribed person or country listed in the U.S. Export Administration regulations unless properly authorized by the U.S. government.
13. No Party acquires any intellectual property rights under this Agreement except the limited rights necessary to carry out the purposes as set forth in this Agreement. Subject to the obligations of this Agreement, no Party will be precluded from independently developing technology or pursuing business opportunities similar to those covered by this Agreement. Each Party retains sole discretion to assign or reassign the job responsibilities of its employees.
14. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies.
15. The obligations and duties imposed by this Agreement with respect to any Confidential Information may be enforced by the Discloser of such Confidential Information against any and all Recipients of such Confidential Information.
16. **THIS AGREEMENT IS MADE UNDER, AND WILL BE CONSTRUED ACCORDING TO, THE LAWS OF THE STATE OF TEXAS.**
17. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable without the prior written consent of the other Party. All additions or modifications to this Agreement must be made in writing and must be signed by all Parties.

Dell Computer Corporation

iviewit

By:

By:

Name:

Paula E. Boggs

Name:

Kevin J. Lockwood

Title:

VP, Sr. Deputy General Counsel

Title:

Vice President, Sales and Business Development

Address:

One Dell Way

Address:

2255 Glades Road, Suite 337 West

City, State, Zip:

Round Rock, Texas 78682-2244

City, State, Zip:

Boca Raton, Florida 33431

Date:

11/13/2000

Date:

11/09/00

Dell Legal Team

Enclosed please find one of the two original Non-Disclosure Agreements (or copy), which has been signed by Paula Boggs, VP, Deputy General Counsel. **Please return this original to the customer or vendor**, if needed make a copy for your files. Now that the document is fully executed, disclosures may begin. As you know the other original will be kept in the Legal Department files.

If you have any questions, please feel free to contact me at (512) 728-7874.

Cherry Laughlin
Non-Disclosure Coordinator
(RR1, Box 8033)

CONFIDENTIALITY AGREEMENT

Iviewit, Inc., a Delaware corporation, having a principal place of business at One Boca Place, 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information"), and if the undersigned obtains the results of any searches for any patents, publications, or other printed information relevant to the Patent Information during the course of evaluating potential business opportunities with the Company in accordance with the purpose of this agreement, then the undersigned agrees to provide the Company with such search results.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, methodologies, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees and advisors who have executed a written confidentiality agreement with the undersigned and 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 this Agreement by such employees and advisors) without the prior written consent of an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

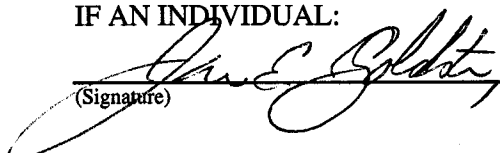
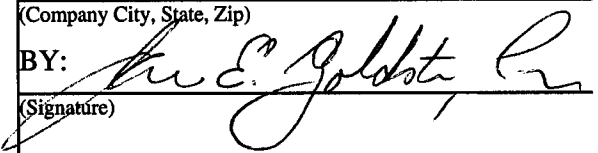
Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

This Agreement shall be governed by the internal laws of the State of Florida. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

IF	A	COMPANY:	IF AN INDIVIDUAL:
MIDGARD GROUP			
(Company Name)			(Signature)
STE. 202			
1475 CYPRESS CREEK RD.			
(Company Address)			(Printed Name)
FL. LAUDERDALE FL. 33309			
(Company City, State, Zip)			(Date)
BY:			
(Signature)			(Address)
(Printed Name)			(City, State, Zip)
(Title)			
(Date)	11/100		
ATTACHMENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
Business Plan			



CONFIDENTIALITY AGREEMENT

In order to protect certain proprietary, confidential information which may be disclosed between them, Eastman Kodak Company ("Kodak") and the "Other Party" identified below agree that:

- The "Effective Date" of this Agreement is Dec 1 2000.
- (Complete only if Kodak confidential information is to be disclosed under this Agreement) The Kodak confidential information to be disclosed under this Agreement relates specifically to: Software product roadmap, product requirements, timelines, schedules.. For any such confidential information disclosed pursuant to this Paragraph 2, "Discloser" is Kodak and the "Recipient" is the Other Party.
- (Complete only if the Other Party's confidential information is to be disclosed under this Agreement) The Other Party's confidential information to be disclosed under this Agreement relates specifically to: the application and use of iviewit's proprietary digital imaging technology. For any such confidential information disclosed pursuant to this Paragraph 3, the "Discloser" is the Other Party and the "Recipient" is Kodak.
- Each party agrees to designate a representative, identified below, for administering the disclosure and/or receipt of confidential information hereunder:

<u>Tom Berarducci</u>	<u>Brian Utley</u>
(Kodak)	(Other Party)
- This Agreement covers only confidential information which is (a) within the scope of paragraphs 2 and/or 3 above, and (b) disclosed within one year after the Effective Date.
- A Recipient's obligations regarding confidential information received under this Agreement expires 2 years after the Effective Date.
(one to five years)
- A Recipient shall protect the confidential information against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as the Recipient uses to protect its own confidential information of a like nature.
- A Recipient shall be obligated to protect only such confidential information disclosed under this Agreement as is: (a) disclosed in tangible form clearly labeled as confidential at the time of disclosure, or (b) disclosed initially in non-tangible form identified as confidential at the time of disclosure and, within thirty days following the initial disclosure, is summarized and designated as confidential in a written memorandum delivered to the Recipient to the attention of its representative if designated.
- This Agreement imposes no obligation upon a Recipient with respect to any confidential information disclosed under this Agreement which: (a) was in the Recipient's possession before receipt from the Discloser; or (b) is or becomes a matter of public knowledge through no fault of the Recipient; or (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; or (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; or (e) is independently developed by the Recipient; or (f) is disclosed under operation of law after prior notice to Discloser; or (g) is disclosed by Recipient with the Discloser's prior written approval.
- Neither party acquires any intellectual property rights under this Agreement; no obligation of any kind is assumed or implied against either party except for those stated herein; neither party has an obligation under this Agreement to disclose any information, to purchase any service or item from the other party, or to deal exclusively with the other party in any field; and neither party has an obligation under this Agreement to offer for sale products using or incorporating confidential information disclosed hereunder. The Discloser may, at its sole discretion, offer such products for sale and may modify them or discontinue sale at any time.
- Any information disclosed hereunder is provided "As Is" and without any warranty, except Discloser warrants that it has the right to make such disclosures.
- A Recipient shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or products received from the Discloser or the direct products of such technical data to any proscribed country listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.
- The parties do not intend that any agency or partnership relationship be created between them by this Agreement.
- All additions or modifications to this agreement must be made in writing and must be signed by both parties. This Agreement is made under and shall be construed according to the laws, other than choice of law provisions, of the State of New York.

EASTMAN KODAK COMPANY
343 State Street Rochester, New York 14650
UNIT:
AUTHORIZED SIGNATURE:
By
PRINTED SIGNATORY'S NAME:
PRINTED SIGNATORY'S TITLE:

iviewit.com
COMPANY NAME & ADDRESS: iviewit.com, Inc. 2255 Glades Road, Ste 337W, Boca Raton, FL 33486
AUTHORIZED SIGNATURE:
By
PRINTED SIGNATORY'S NAME: Brian G. Utley
PRINTED SIGNATORY'S TITLE: President

CORPORATE COMMERCIAL AFFAIRS

CONFIDENTIALITY AGREEMENT

Iviewit, Inc., a Delaware corporation, having a principal place of business at One Boca Place, 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information"), and if the undersigned obtains the results of any searches for any patents, publications, or other printed information relevant to the Patent Information during the course of evaluating potential business opportunities with the Company in accordance with the purpose of this agreement, then the undersigned agrees to provide the Company with such search results.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees and advisors who have executed a written confidentiality agreement with the undersigned and 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 this Agreement by such employees and advisors) without the prior written consent of an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

This Agreement shall be governed by the internal laws of the State of Florida. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

IF ^A COMPANY:	IF AN INDIVIDUAL:
<u>York Telecom Corp</u> (Company Name)	_____ (Signature)
<u>1 Industrial Way</u> (Company Address)	_____ (Printed Name)
<u>Easton town, NJ 08742</u> (Company City, State, Zip)	_____ (Date)
BY: <u>Ronald J. Gaboury</u> (Signature)	_____ (Address)
<u>Ronald J. Gaboury</u> (Printed Name)	_____ (City, State, Zip)
<u>President & COO</u> (Title)	
<u>11/21/00</u> (Date)	ATTACHMENT? _____ YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

CONFIDENTIALITY AGREEMENT

Iviewit, Inc., a Delaware corporation, having a principal place of business at One Boca Place, 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information"), and if the undersigned obtains the results of any searches for any patents, publications, or other printed information relevant to the Patent Information during the course of evaluating potential business opportunities with the Company in accordance with the purpose of this agreement, then the undersigned agrees to provide the Company with such search results.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees and advisors who have executed a written confidentiality agreement with the undersigned and 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 this Agreement by such employees and advisors) without the prior written consent of an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.


Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

This Agreement shall be governed by the internal laws of the State of Florida. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

IF A COMPANY:	IF AN INDIVIDUAL:
VIDEO ON DEMAND NETWORK (Company Name)	(Signature)
90 JOHN ST STE 310 (Company Address)	(Printed Name)
NEW YORK NY 10038 (Company City, State, Zip)	(Date)
BY:  (Signature)	(Address)
RONALD J. OBSEGARTEN (Printed Name)	(City, State, Zip)
CONTENT MANAGER (Title)	
11/2/00 (Date)	
	ATTACHMENT? <input type="checkbox"/> YES <input type="checkbox"/> NO

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 this Agreement by such employees and advisors) without the prior written consent of an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

This Agreement shall be governed by the internal laws of the State of Florida. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

IF	COMPANY:	IF AN INDIVIDUAL:
<u>MINDARROW Systems, Inc.</u>		
(Company Name)		(Signature)
<u>101 ENTERPRISE, #4 340</u>		
(Company Address)		(Printed Name)
<u>Aliso Viejo, CA 92656-2609</u>		
(Company City, State, Zip)		(Date)
BY: <u>[Signature]</u>		
(Signature)		(Address)
<u>Tom Blakeley</u>		
(Printed Name)		(City, State, Zip)
<u>Chairman & Founder</u>		
(Title)		
<u>10-16-00</u>		
(Date)		
	ATTACHMENT?	<u>YES</u> <u>NO</u>

CONFIDENTIALITY AGREEMENT

Telantis Venture Partners V, Inc. desires to discuss the possibility of a business opportunity (the "Transaction") with the undersigned (each being a "Discloser" as to its information and a "Recipient" as to the other's information). As a material inducement to discussing the Transaction, Discloser and Recipient agree as follows:

1. This Agreement shall apply to all non-public, proprietary, and/or confidential information of Discloser, including that which in any way concerns or relates to the Transaction, intellectual property, business, business plans, products, services or other information or affairs of Discloser, provided that it is (a) written information that is marked by Discloser as "confidential", or with a similar legend, at the time of disclosure, or (b) any other information disclosed by the Discloser in any manner which is identified as confidential at the time of disclosure and is also designated as confidential in a subsequent written memorandum delivered to Recipient.

2. Recipient shall not at any time disclose confidential information subject to this Agreement to any individual, corporation or other entity without the prior written consent of Discloser. Recipient shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized dissemination, publication or other disclosure of the confidential information as Recipient uses to protect its own confidential information of a like nature.

3. The obligations hereunder will not apply to any confidential information which is (a) available to the public other than by breach of this Agreement by Recipient; (b) rightfully received by Recipient from a third party without confidentiality limitations; (c) independently developed by Recipient; (d) known to Recipient prior to first receipt of same from Discloser; or (e) hereinafter disclosed by Discloser to a third party without restriction on disclosure; provided that in any of the foregoing cases Recipient can prove such exception by tangible evidence kept in the ordinary course of its business.


4. Recipient shall not by virtue of any disclosure made to it hereunder acquire any license or other right to any patent, trademark, copyright or other intellectual property or other proprietary right of Discloser or to any information disclosed to Recipient, nor shall Recipient sell, license or otherwise directly or indirectly use for its or any others' commercial or other advantage any confidential information disclosed to it by Discloser other than for purposes of determining whether to enter into the Transaction.

5. Neither Discloser nor Recipient has any obligation to enter into the Transaction. Recipient shall, promptly upon the request of Discloser, return, destroy or erase all written or other physical embodiments and computer memory or other electronic records containing or based upon confidential information disclosed to it by Discloser. All additions or modifications to this Agreement must be made in writing and must be signed by both parties. This is the entire agreement between the parties with respect to the subject matter hereof and it supersedes all prior discussions and agreement, written or oral. This Agreement is made under and shall be construed pursuant to the laws of the State of Ohio without regard to conflict of laws principals.

In witness whereof, the parties have caused this agreement to be executed as of **October 3, 2000** by their duly authorized representatives.

Name VIEW IT

TELANTIS VENTURE PARTNERS V, INC.

By: 

By: 

Its: Eliot Bernstein

Its: David W. Meyerson

CONFIDENTIALITY AGREEMENT

Iviewit, Inc., a Delaware corporation, having a principal place of business at One Boca Place, 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information") and if the undersigned obtains the results of any searches for any patents, publications, or other printed information relevant to the Patent Information during the course of evaluating potential business opportunities with the Company in accordance with the purpose of this agreement, then the undersigned agrees to provide the Company with such search results.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.~~

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees and advisors who have executed a written confidentiality agreement with the undersigned and 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 this Agreement by such employees and advisors) without the prior written consent of an officer of the Company;~~ (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

Handwritten checkmarks and initials.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

Handwritten checkmark.

Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

This Agreement shall become effective on the date signed below, and shall terminate on the ~~later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.~~

12/31/00

Handwritten checkmark.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

Handwritten checkmark.

This Agreement shall be governed by the internal laws of the State of Florida. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the State of Florida in ~~Palm Beach~~ County and/or the District Court of the United States, Southern District of Florida.

Handwritten initials "D & D" and a checkmark.

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

IF	A	COMPANY:	IF AN INDIVIDUAL:
Tiedemann Prolow, LLC			
(Company Name)			(Signature)
535 Madison Avenue			
(Company Address)			(Printed Name)
NY NY 10022			
(Company City, State, Zip)			(Date)
BY:			
(Signature)			(Address)
Bruce T. Prolow			
(Printed Name)			(City, State, Zip)
Managing Member			
(Title)			
10/15/00			
(Date)			
		ATTACHMENT? <input type="checkbox"/> YES <input type="checkbox"/> NO	

CONFIDENTIALITY AGREEMENT

Iviewit, Inc., a Delaware corporation, having a principal place of business at One Boca Place, 1255 Glades Road, Suite 317 West, Boca Raton, Florida 33431 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information") and if the undersigned obtains the results of any searches for any patents, publications, or other printed information relevant to the Patent Information during the course of evaluating potential business opportunities with the Company in accordance with the purpose of this agreement, then the undersigned agrees to provide the Company with such search results.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.~~

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees and advisors who have executed a written confidentiality agreement with the undersigned and who have a need to

Post-it® Fax Note	7671	Date	# of pages ▶
To	Chris Wheeler Esq.		
Co./Dept.	CJ		
Phone #	Phone #		
Fax #	561-241-7145	Fax #	

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 this Agreement by each employee and advisor) without the prior written consent of an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

[Handwritten initials]

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

[Handwritten initials]

Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

[Handwritten initials]

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.

12/31/00

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this Agreement, and 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 Agreement.

[Handwritten initials]

This Agreement shall be governed by the internal laws of the State of Florida. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

[Handwritten initials]

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

IF A COMPANY:

DCA Grantor Trust
 (Company Name)

 (Company Address)

 (Company City, State, Zip)

BY: [Signature]
 (Signature)

 (Printed Name)

 (Title)

 (Title)

IF AN INDIVIDUAL:

 (Signature)

 (Printed Name)

 (Date)

 (Address)

 (City, State, Zip)

ATTACHMENT? YES NO

CONFIDENTIALITY AGREEMENT

Ivlawit, Inc., a Delaware corporation, having a principal place of business at One Boca Place, 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's advisors who

have executed a written confidentiality agreement with the undersigned and 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 an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.


This Agreement shall be governed by the internal laws of the State of Florida. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

IF A COMPANY:

Monarch Partners
(Company Name)
2001 Landings Drive
(Company Address)
Mountain View, CA 94043
(Company City, State, Zip)

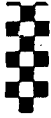
BY:


(Signature)
Katy Falakshahi
(Printed Name)
Senior Associate
(Title)
Oct 5, 2000
(Date)

IF AN INDIVIDUAL:

~~_____~~
(Signature)
~~_____~~
(Printed Name)
~~_____~~
(Date)
~~_____~~
(Address)
~~_____~~
(City, State, Zip)
ATTACHMENT? YES NO

Aug. 18. 2000 11:36AM



CYBERWORLD®



MUTUAL CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into, as of August 18, 2000, 2000 ("Effective Date"), by and between Cyberworld International Corporation and/or Cyberworld Corporation (collectively referred to as "Company"), having a principal place of business at iviewit.com, Inc. 25 Watline Avenue, Suite 202, Mississauga, Ontario, Canada L4Z 2Z1 and [OTHER PARTY NAME], a(n) individual, partnership, limited liability partnership, corporation, limited liability company (check the appropriate box) of the province/state of DELAWARE, having a principal place of business at [OTHER PARTY ADDRESS] ("Other Party"). 2255 Glades Road, Ste 337W, Boca Raton, FL 33486

1. Definition of Confidential Information "Confidential Information" as used in this Agreement shall mean any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of each of the parties, and includes, without limitation, each party's respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans and information. "Confidential Information" also includes proprietary or confidential information of any third party who may disclose such information to either party in the course of the other party's business. Any information disclosed by the disclosing party ("Discloser") will be considered Confidential Information of Discloser by the receiving party ("Recipient"), only if such information (a) if provided as information fixed in a tangible medium of expression, is conspicuously designated as "Confidential" or "Proprietary"; or (b) if provided orally, is identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days of disclosure.

2. Nondisclosure and Nonuse Obligation Each of the parties, as Recipient, agrees that such Recipient will not use, disseminate, or in any way disclose any Confidential Information of the other party, as Discloser, to any person, firm or business, except to the extent necessary for internal evaluations in connection with negotiations, discussions, and consultations with personnel or authorized representatives of such Discloser, and for any other purpose such Discloser may hereafter authorize in writing. Furthermore, the existence of any business negotiations, discussions, consultations or agreements in progress between the parties shall not be released to any form of public media without written approval of both parties. Each of the parties, as Recipient, agrees that such Recipient shall treat all Confidential Information of the other party, as Discloser, with the same degree of care as such Recipient accords to such Recipient's own Confidential Information, but in no case less than reasonable care. Each of the parties, as Recipient, which is not an individual agrees that such Recipient shall disclose Confidential Information of the other party, as Discloser, only to those of such Recipient's employees who need to know such information, and such Recipient certifies that such Recipient employees have previously agreed, either as a condition to employment or in order to obtain the Confidential Information of the Discloser, to be bound by terms and conditions substantially similar to those terms and conditions applicable to such Recipient

Aug. 18. 2000 11:37AM

No. 1757 P. 3/5

under this Agreement. Each of the parties, as Recipient, shall immediately give notice to the other party, as Discloser, of any unauthorized use or disclosure of Discloser's Confidential Information. Each of the parties, as Recipient, agrees to assist the other party, as Discloser, in remedying any such unauthorized use or disclosure of Discloser's Confidential Information.

3. Exclusions from Nondisclosure and Nonuse Obligations The obligations under Paragraph 2 ("Nondisclosure and Nonuse Obligations") of each of the parties, as Recipient, with respect to any portion of the Confidential Information of the other party, as Discloser, shall not apply to such portion that such Recipient can document: (a) was in the public domain at or subsequent to the time such portion was communicated to such Recipient by such Discloser through no fault of such Recipient, (b) was rightfully in such Recipient's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to such Recipient by such Discloser, (c) was developed by employees or agents of such Recipient independently of and without reference to any information communicated to such Recipient by such Discloser, or (d) was communicated by such Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by each of the parties, as Recipient, of Confidential Information of the other party, as Discloser, either (a) in response to a valid order by a court or other governmental body, (b) otherwise required by law, or (c) necessary to establish the rights of either party under this Agreement, shall not be considered to be a breach of this Agreement by such Recipient or a waiver of confidentiality for other purposes; provided, however, such Recipient shall provide prompt prior written notice thereof to such Discloser to enable such Discloser to seek a protective order or otherwise prevent such disclosure.

4. Ownership and Return of Confidential Information and Other Materials All Confidential Information of each of the parties, as Discloser, and any Derivatives thereof whether created by such Discloser or the other party, as Recipient, shall remain the property of Discloser, and no license or other rights to such Discloser's Confidential Information or Derivatives is granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean: (a) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected under copyright, patent and/or trade secret laws. All materials (including, without limitation, documents, drawings, models, apparatus, sketches, designs, lists and all other tangible media of expression) furnished by each of the parties, as Discloser, to the other party, as Recipient, and which are designated in writing to be the property of such Discloser, shall remain the property of such Discloser. At such Discloser's request and no later than five (5) days after such request, such Recipient shall promptly destroy or deliver to such Discloser, at such Discloser's option, (a) all materials furnished to such Recipient by such Discloser, (b) all tangible media of expression in such Recipient's possession or control to the extent that such tangible media incorporate any of such Discloser's Confidential Information, and (c) written certification of such Recipient's compliance with such Recipient's obligations under this sentence.

5. Independent Development Each of the parties, as Discloser, understands that the other party, as Recipient, may currently or in the future be developing information internally, or receiving information from other parties that may be similar to such Discloser's Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or inference that such Recipient will not develop products or services, or have products or services developed for such Recipient, that, without violation of this Agreement, compete with the products or systems contemplated by such Discloser's Confidential Information.

6. **Disclosure of Third Party Information** Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

7. **No Warranty** All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding such Confidential Information's accuracy or performance.

8. **No Export** Neither party shall export, directly or indirectly, any technical data acquired from the other party pursuant to this Agreement or any product utilizing any such data to any country for which the US Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

9. **Term** This Agreement shall govern all communications between the parties that are made during the period from the Effective Date to the date on which either party receives from the other written notice that subsequent communications shall not be so governed, provided, however, that each party's obligations under Paragraph 2 ("Nondisclosure and Nonuse Obligations") with respect to Confidential Information of the other party which such each party has previously received shall continue for ~~three (3)~~ ^{two (2)} years unless terminated pursuant to Paragraph 3 ("Exclusions from Nondisclosure and Nonuse Obligations").

10. **No Assignment** Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

11. **Notices** Any notices required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by telecopy or facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may specify in writing.

12. **Governing Law** This Agreement shall be governed in all respects by the laws of the Province of Ontario, Canada. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and provincial courts located in Toronto, Ontario for any matter arising out of or relating to this Agreement. If any dispute arises between the parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing party in such proceeding shall be entitled to receive such prevailing party's reasonable attorneys' fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief to which such prevailing party may be entitled.

13. **Severability** If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

14. **Waiver; Amendment; Modification** No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed by the party against whom such waiver or consent is asserted.

CONFIDENTIALITY AGREEMENT

Iviewit, Inc., a Delaware corporation, having a principal place of business at One Boca Place, 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information"), and if the undersigned obtains the results of any searches for any patents, publications, or other printed information relevant to the Patent Information during the course of evaluating potential business opportunities with the Company in accordance with the purpose of this agreement, then the undersigned agrees to provide the Company with such search results.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees and advisors who have executed a written confidentiality agreement with the undersigned and 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 this Agreement by such employees and advisors) without the prior written consent of an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

This Agreement shall be governed by the internal laws of the State of Florida. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

IF A COMPANY:

GULFSTREAM CAPITAL GROUP
(Company Name)

2424 N. FEDERAL HIGHWAY
(Company Address) SUITE 4500

BOCA RATON FLA.
(Company City, State, Zip)

BY:
(Signature)

HARVEY KAYE
(Printed Name)

PRESIDENT
(Title)

8/23/00
(Date)

HAWA COMMUNICATIONS, INC.
~~FRAN INDIVIDUAL:~~

by:
(Signature)

Ilona Alexia Mandelbaum
(Printed Name)

Chairwoman
(Date)

1225 MARSHALL RD
(Address)

West Palm Beach, FLA
(City, State, Zip)

ATTACHMENT? YES NO

CONFIDENTIALITY AGREEMENT

Ivievit, Inc., a Delaware corporation, having a principal place of business at One Boca Place, 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information"), and if the undersigned obtains the results of any searches for any patents, publications, or other printed information relevant to the Patent Information during the course of evaluating potential business opportunities with the Company in accordance with the purpose of this agreement, then the undersigned agrees to provide the Company with such search results.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees and advisors who have executed a written confidentiality agreement with the undersigned and 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 this Agreement by such employees and advisors) without the prior written consent of an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.


Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

This Agreement shall be governed by the internal laws of the State of Florida. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

IF ^A COMPANY:	IF AN INDIVIDUAL:
ING (International Network Group) <small>(Company Name)</small>	 <small>(Signature)</small>
11300 US 1 #400 <small>(Company Address)</small>	 <small>(Printed Name)</small>
N. Palm Beach, FL 33408 <small>(Company City, State, Zip)</small>	 <small>(Date)</small>
BY:  <small>(Signature)</small>	 <small>(Address)</small>
JOHN REYNOLDS <small>(Printed Name)</small>	 <small>(City, State, Zip)</small>
President <small>(Title)</small>	
9-8-00 <small>(Date)</small>	
	ATTACHMENT? <input type="checkbox"/> YES <input type="checkbox"/> NO

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 this Agreement by such employees and advisors) without the prior written consent of an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (c) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

This Agreement shall be governed by the internal laws of the State of Florida. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

IF <input type="checkbox"/> A COMPANY:	IF AN INDIVIDUAL:
MindArrow Systems Inc. (Company Name)	(Signature)
101 Enterprise (Company Address)	(Printed Name)
Aliso Viejo, CA 92652 (Company City, State, Zip)	(Date)
BY: <i>[Signature]</i> (Signature)	(Address)
Tom Blakely (Printed Name)	(City, State, Zip)
Chairman (Title)	
9-8-00 (Date)	
	ATTACHMENT? <input type="checkbox"/> YES <input type="checkbox"/> NO



Virtual Education JA

RECIPROCAL NON-DISCLOSURE AGREEMENT

This Reciprocal Non-Disclosure Agreement ("Agreement") made and effective this September 1, 2000 by and between iviewit.com, a Florida Limited Liability Company ("First Party"), and Virtual Impact Productions, Inc., a Florida Corporation ("Second Party").

In furtherance of a possible business relationship, First Party and Second Party desire to arrange for each to receive certain confidential and proprietary information of the other party.

NOW, THEREFORE, the parties hereto agree as follows:

1. Information.

For the purposes of this Agreement, "Confidential Information" shall mean information or material that is confidential and proprietary to the disclosing party ("Owner"). Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature: software (in various stages of development), designs, drawings, specifications, models, source code, object code, documentation, diagrams, flow charts, marketing and development plans, business plans, financial information, customer lists, and other similar information that is proprietary to and confidential information of the Owner. Confidential Information that is disclosed orally must be identified as such in writing within five (5) days of disclosure.

2. Ownership.

All Confidential Information disclosed by Owner shall remain the property of Owner. Nothing herein shall require the disclosure of any Confidential Information.

3. Use of Information.

A. A receiving party ("Recipient") shall use the Confidential Information only for the purposes of evaluating Owner's products, services and any proposed business transaction. Following disclosure, Recipient shall keep confidential and not disclose the Confidential Information to any other person, firm, or corporation in perpetuity. A Recipient shall be under no obligation if any Confidential Information: (i) is or becomes part of the public domain other than by breach of this Agreement by Recipient; (ii) is developed by Recipient independent of any Confidential Information; or (iii) is rightly received by Recipient from a third party.

B. First Party and Second Party each agree to restrict circulation of Confidential Information in their respective organizations to those employees who need to receive Confidential Information in order to carry out the above-stated purposes and to give such employees instructions to hold in confidence all Confidential Information made available to them and to use the Confidential Information only for authorized purposes.

4. Return of Information.

All Confidential Information and copies thereof shall be returned to the Owner at Owner's request. At the Owner's option, Confidential Information, including all copies, may instead be destroyed by Recipient, provided Recipient certifies such destruction to Owner within five (5)

days.

5. No Exclusivity.

Nothing in the Agreement shall be construed to prohibit either party from dealing with any other person, firm, or other entity regarding the distribution, purchase or use of any product or service or for any other reason.

6. No Publicity.

Each party agrees that it will not, without the prior written consent of the other, issue any press release or announcement or otherwise disclose the existence or nature of this Agreement and/or proposed business arrangement.

7. No Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party.

8. Severability.

If any provision of this Agreement shall be held invalid in a court of law, the remaining provisions shall be construed as if the invalid provision were not included in this Agreement.

9. No License.

Nothing herein shall be construed as a grant by an Owner of any license, directly or by implication, estoppel or otherwise, in any Confidential Information.

10. Governing Law.

This Agreement shall be construed according to and governed by the laws of the State of Florida.

11. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services;

If to First Party:

iviewit.com
One Boca Place
2255 Glades Road
Suite 337 West
Boca Raton, FL 33431

If to Second Party:

Virtual Impact Productions, Inc.
161 East Lake Brantley Drive
Longwood, FL 32779

12. **Final Agreement.**

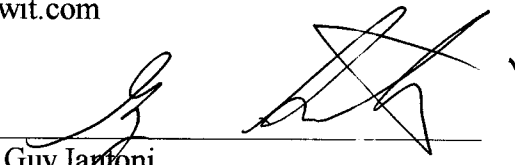
This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

13. **Headings.**

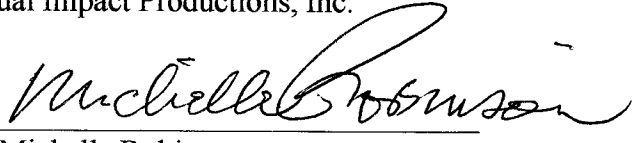
Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

iviewit.com

By: 
Guy Iantoni
Director of Sales

Virtual Impact Productions, Inc.

By: 
Michelle Robinson
President


V.P. of Business Relations

FOR BROADBAND Services Corp

MUTUAL NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made as of September 1, 2000 by and between Broadband Services Corp, a Tennessee corporation located in Nashville, Tennessee ("BSC"), and Iveiwit.com, Inc., a Delaware corporation located in Boca Raton, Florida ("Iviewit").

1. Purpose. BSC and Iviewit wish to explore a business possibility involving the distribution of distance learning services for the military market on a global basis by BSC via broadband and related technologies (the "Relationship") in connection with which each may disclose Confidential Information to the other.
2. Definition of Confidential Information. "Confidential Information" means any information provided or prepared by either party (in either oral, written, or digital form) provided to, or obtained by the other party (including any director, officer, employee, agent, or representative), including but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, data, know-how, engineering, hardware configuration information, marketing or finances of the Disclosing Party and is identified (in either oral or written form) by the Disclosing Party as Confidential Information. "Disclosing Party" is the party disclosing Confidential Information. "Receiving Party" is the party receiving Confidential Information. Confidential Information also includes information of a third party that the Disclosing Party is obligated to protect as confidential. Confidential Information does not include information, technical data or know-how which (i) is in the possession of the Receiving Party at the time of disclosure as shown by the Receiving Party's files and records prior to the time of disclosure, or (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any improper inaction or action of the Receiving Party, (iii) is expressly approved by the Disclosing Party, in writing, for release, or (iv) comes into the possession of the Receiving Party from a third party that was not, to the Receiving Party's knowledge, subject to any confidentiality restriction, or (v) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.
3. Non-Disclosure of Confidential Information. Each party hereby agrees not to use or disclose any Confidential Information provided to it by, or obtained by it from, the other party for any reason including its own use or for any purpose except to carry out discussions concerning, and the undertaking of, the Relationship. Except as set forth in this Agreement, no party will, except as required by law or court order, disclose any Confidential Information of the other party to third parties or to employees, agents or professional advisors of the party receiving Confidential Information, except employees, agents or professional advisors who are required to have the information in order to carry out the discussions in connection with and regarding the undertaking of the Relationship. The Receiving Party may disclose Confidential Information of the Disclosing Party if required by law or court or governmental order or process, provided Receiving Party gives Disclosing Party prompt written notice of such requirement to permit Disclosing Party to seek a protective order or other appropriate relief. Each party agrees that it will take all

reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include the highest degree of care that the Receiving Party utilizes to protect its own Confidential Information of a similar nature, but in no circumstances less than reasonable care. Each party agrees to notify the others in writing of any misuse or misappropriation of Confidential Information of the Disclosing Party immediately after Receiving Party learns of such misuse or misappropriation.

4. Disclaimer. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT SHALL THE DISCLOSING PARTY BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the infringement of trademarks, patents, copyrights; any right of privacy; or any rights of third persons.
5. Return of Materials. Any Confidential Information which has been furnished by one party to, or otherwise obtained by, the Receiving Party in connection with the Relationship will be promptly returned by the Receiving Party, accompanied by all copies of such documentation, within ten (10) days after (i) the Relationship has been terminated or (ii) the written request of the Disclosing Party. If and as applicable, the Receiving Party may submit a written notice warranting that all or part of the Confidential Information has been previously destroyed. The parties may also agree to the use of the written notice warranting destruction in lieu of physical return.
6. Patent or Copyright Infringement. Nothing in this Agreement is intended to or shall grant any rights under any patent, copyright, trademark, trade secret or other intellectual property right of either party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information in connection with the proposed Relationship between the parties. Further, all parties agree not to reverse engineer, attempt to reverse engineer, decompile or disassemble any computer software programs or devices supplied by any other party.
7. Term. The foregoing commitments of each party shall survive any termination of the Relationship between the parties, and shall continue for a period terminating on the later to occur of (i) three (3) years following the date of this Agreement or (ii) with respect to any particular technical Confidential Information, one (1) year from the date on which such Confidential Information is disclosed under this Agreement. Notwithstanding the foregoing, should there be either a dissolution or the sale or merger of any party hereto or with an entity not a party hereto, then the foregoing commitments of each party shall survive for a period terminating one (1) year from such dissolution, sale or merger.
8. Miscellaneous. This Agreement shall be binding upon and is intended for the benefit of the undersigned parties, their successors and assigns, provided that this Agreement may not be assigned or transferred without the prior written consent of all parties.

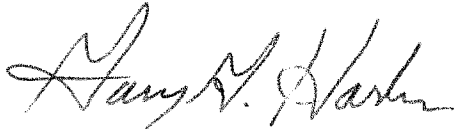
This Agreement may only be amended by a writing signed by authorized representatives of all parties and failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.

9. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the state of Tennessee and shall be binding upon the parties to this Agreement in the United States and worldwide.
10. Remedies. Each party agrees that its obligations provided in this Agreement are necessary and reasonable in order to protect the Disclosing Party and its business, and each party expressly agrees that monetary damages would be inadequate to compensate the Disclosing Party for any breach by the Receiving Party of its covenants and agreements set forth in this Agreement. Accordingly, each party agrees and acknowledges that any such violation will cause irreparable injury to the Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Receiving Party without the necessity of proving actual damages.

In Witness Whereof, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first above written.

Broadband Services Corp.

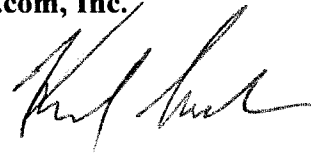
By:



Name: Gary G. Harber
Title: President and
Chief Executive Officer

Iviewit.com, Inc.

By:



Name: Kevin Lockwood
Title: Vice President

CONFIDENTIALITY AGREEMENT

Iviewit, Inc., a Delaware corporation, having a principal place of business at One Boca Place, 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information"), and if the undersigned obtains the results of any searches for any patents, publications, or other printed information relevant to the Patent Information during the course of evaluating potential business opportunities with the Company in accordance with the purpose of this agreement, then the undersigned agrees to provide the Company with such search results.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees and advisors who have executed a written confidentiality agreement with the undersigned and 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 this Agreement by such employees and advisors) without the prior written consent of an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.


Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

This Agreement shall be governed by the internal laws of the State of Florida. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

IF A COMPANY:	IF AN INDIVIDUAL:
(Company Name)	 (Signature)
(Company Address)	RICHARD L. KESNER (Printed Name)
(Company City, State, Zip)	8/25/08 (Date)
BY:	(Address)
(Signature)	(City, State, Zip)
(Printed Name)	
(Title)	
(Date)	ATTACHMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

CONFIDENTIALITY AGREEMENT

Iviewit, Inc., a Delaware corporation, having a principal place of business at One Boca Place, 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information"), then the undersigned agrees to provide the Company with any patents, publications, website addresses, or other printed or public information that the undersigned is or becomes aware of during the next three (3) years that could be considered material to the examination of a patent application for the Patent Information.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer

Aug. 18. 2000 11:38AM

No. 1757 P. 5/5

The waiver by either party of, or consent of either party to, a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by the other party. This Agreement may be amended or modified only by mutual agreement of authorized representatives of the parties in writing.

15. **Injunctive Relief.** A breach by either party of any of the promises or agreements contained herein will result in irreparable and continuing damage to the other party for which there will be no adequate remedy at law, and such other party shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

16. **Entire Agreement** This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"Company"

Cyberworld International Corporation and/or
Cyberworld Corporation

"Other Party"

iviewit.com, Inc.
"Other Party" name

By: *Kent H. Soren*
Name: KENT H SOREN
Title: PRESIDENT & CEO

By: *Brian G. Utley*
Name: Brian G. Utley
Title: President

of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's advisors who have executed a written confidentiality agreement with the undersigned and 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 an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

This Agreement shall become effective on the date signed below, and shall terminate on the later of ten (10) years after its effective date or ten (10) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

This Agreement shall be governed by the internal laws of the State of Florida. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

IF A COMPANY:

SBK Capital
(Company Name)

817 West Peachtree St
(Company Address)

Ste 700, Atlanta, GA 30342
(Company City, State, Zip)

BY:

[Signature]
(Signature)

John G. Hagan
(Printed Name)

President
(Title)

9/1/00
(Date)

IF AN INDIVIDUAL:

(Signature)

(Printed Name)

(Date)

(Address)

(City, State, Zip)

ATTACHMENT? YES NO

CONFIDENTIALITY AGREEMENT

Iviewit, Inc., a Delaware corporation, having a principal place of business at One Boca Place, 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) is independently developed by the undersigned or 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (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 and agree to be bound by the provision of this confidentiality agreement; provided that the undersigned shall be liable for any breach of confidentiality or use by such advisors) without the prior written consent of an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company (except as needed in the course of review by the undersigned's advisors); and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

This Agreement shall become effective on the date signed below, and shall terminate on the later of two (2) years after its effective date or two (2) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to seek equitable relief, including an injunction, in the event of any breach of this Agreement, and that such relief shall not be the exclusive remedy for such breach.

This Agreement shall be governed by the internal laws of the State of Florida. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

SEP 01 2000 13:20 FR

AUG 30 2000 18:47 FR

TO 915619998810
TO 915178591500

P.04
P.04

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

IF A COMPANY:

Audax Mgmt Co., LLC
(Company Name)

101 Huntington Ave
(Company Address)

Boston, MA 02199
(Company City, State, Zip)

BY: Sara D. Lipscomb
(Signature)

Sara D. Lipscomb
(Printed Name)

General Counsel
(Title)

8/31/00
(Date)

IF AN INDIVIDUAL:

(Signature)

(Printed Name)

(Date)

(Address)

(City, State, Zip)

ATTACHMENT? YES NO

CONFIDENTIALITY AGREEMENT

To: **iviewit, Inc.**

Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit, Inc.**, a Delaware corporation, and its affiliates collectively 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 confidential materials and information (regardless of the form of such information, including without limitation, in writing, electronic, computerized or other recorded form, oral or visual) marked as "Confidential" or, if disclosed orally, confirmed in writing as "Confidential" within thirty (30) days that the undersigned may receive or learn of now or in the future concerning, or related in any way to, the Company, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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, (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, to be bound by a confidentiality agreement with, or other obligation of secrecy to, the Company, or, (iv) is independently developed by the undersigned without violating this Agreement. The undersigned shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees or 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 employees or advisors) without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form (other than as necessary to evaluate such Proprietary Information) without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; in the event that the parties do not proceed to an agreement, all items including all duplicates and copies will be returned to the company or proof of their destruction will be provided, and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Agreement shall expire three (3) years from the date of execution.

This Confidentiality Agreement shall be governed by California law.

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

By: 

Print Name: David Colter
VP Technology and Standards

Company: Warner Bros

Date: Aug 14/00

CONFIDENTIALITY AGREEMENT

Iviewit, Inc., a Delaware corporation, having a principal place of business at One Boca Place, 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information"), and if the undersigned obtains the results of any searches for any patents, publications, or other printed information relevant to the Patent Information during the course of evaluating potential business opportunities with the Company in accordance with the purpose of this agreement, then the undersigned agrees to provide the Company with such search results.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees and advisors who have executed a written confidentiality agreement with the undersigned and 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 this Agreement by such employees and advisors) without the prior written consent of an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

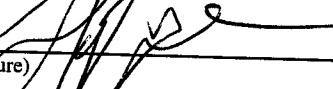
Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

This Agreement shall be governed by the internal laws of the State of Florida. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

IF A COMPANY:	IF AN INDIVIDUAL:
GULFSTREAM CAPITAL GROUP (Company Name)	_____ (Signature)
2424 N. FEDERAL HIGHWAY SUITE 450 BOCA RATON FL (Company Address)	_____ (Printed Name)
_____ (Company City, State, Zip)	_____ (Date)
BY:  (Signature)	_____ (Address)
HARVEY KAYE (Printed Name)	_____ (City, State, Zip)
PRESIDENT (Title)	
8/23/00 (Date)	
ATTACHMENT? _____ YES _____ NO	

MATT

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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 LLC

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

IF AN INDIVIDUAL:

Ryan Huisman

(Signature)

Ryan Huisman

Ryan Huisman

(Name - please print)

IF A COMPANY:

(Name of Company)

By:

(Signature)

(Name - please print)

Date:



iVIEW!

"I view it"

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

April 6, 2001

Proskauer Rose LLP
Attn: Gloria Berfield
2255 Glades Road
Suite 340 West
Boca Raton, FL
33431-7360

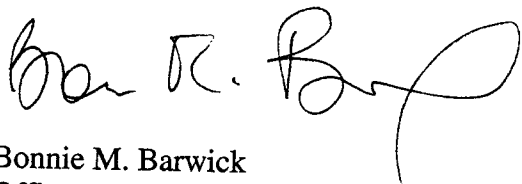
Dear Ms. Berfield,

Re: Mutual Confidentiality and Non-Disclosure Agreements

For your files please find enclosed two documents. The first is a Mutual Confidentiality Non-Disclosure Agreement signed by Davie Rondon, Vice-President of MGM Studio's and the second is a Mutual Non-Disclosure Agreement signed by Coral Berg, Assistant Secretary, Sony Pictures Digital Entertainment.

Thank you,

Sincerely,



Bonnie M. Barwick
Office Manager/Executive Assistant

encl.



"I view it!"

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

January 22, 2000

Proskauer Rose, LLP
2255 Glades Road
Boca Raton, FL 33431


Attn: Chris Wheeler

Dear Chris:

Enclosed herewith please find a copy of the Confidentiality Agreement executed by Philip Gerskovich from Eastman Kodak Company, for your records.

Thank you for your attention to this matter.

Best regards,


Diana Israel
Enclosure

iVIEWIT

"I view it!"

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

January 4, 2000

Proskauer Rose. LLP
2255 Glades Road
Suite 337W
Boca Raton, Fl 33431

Attn: Chris Wheeler

Dear Chris:

Enclosed herewith please find a copy of the Confidentiality Agreement executed by Kathleen Hoffer from NCR, for your records.

Thank you for your attention to this matter.

Best regards,


Diana Israel

/di
Enclosure



"I view it!"

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

December 4, 2000

Proskauer Rose, LLP
2255 Glades Road
Suite 337W
Boca Raton, Florida 33431
Attn: Christopher Wheeler

Dear Chris:

Enclosed herewith please find copies of Non-Disclosure Agreements executed by Paula E. Boggs of Dell Computer, Michael Baron of TeraNex, Inc. and Peter M. Nalley.

If you have any questions, please do not hesitate to contact me.

Sincerely,


Martha Mantecon

/mm
Enclosure

iVIEWIT

"I view it!"

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

November 29, 2000

Proskauer Rose, LLP
2255 Glades Road
Suite 340W
Boca Raton, Florida 33431
Attn: Christopher Wheeler

Dear Chris:

Enclosed herewith please find a copy of the Confidentiality Agreement executed by J. E. Goldstein, from Midgard Group, for your records.

Thank you for your attention to this matter.

Best regards,


Martha Mantecon

/mm
Enclosure

iVIEW!

"I view it!"

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

November 29, 2000

Proskauer Rose, LLP
2255 Glades Road
Suite 340W
Boca Raton, Florida 33431
Attn: Christopher Wheeler

Dear Chris:

Enclosed herewith please find a copy of the Confidentiality Agreement executed by Tom Berarducci, from the Eastman Kodak Company, for your records.

Thank you for your attention to this matter.

Best regards,



Martha Mantecon

/mm

Enclosure

iVIEWIT

"I view it!"

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

November 27, 2000

Proskauer Rose, LLP
2255 Glades Road
Suite 340W
Boca Raton, Florida 33431
Attn.: Christopher Wheeler

Dear Chris:

Enclosed herewith please find a copy of the Confidentiality Agreement executed by Ronald J. Gaboury of York Telecom Corp.

Thank you for your attention to this matter.

Sincerely,

Martha Mantecon

Martha Mantecon

/mm

Enclosure



"I view it!"

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

November 2, 2000

Proskauer Rose, LLP
2255 Glades Road
Suite 340W
Boca Raton, Florida 33431
Attn.: Christopher Wheeler

Dear Chris:

Enclosed herewith please find a copy of the Confidentiality Agreement executed by Ronald J. Obsgarten of Video on Demand Network for your records.

Sincerely,


Martha Mantecón

/mm
Enclosure

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444


"I view it!"

October 23, 2000

Proskauer Rose, LLP
2255 Glades Road
Suite 340W
Boca Raton, FL 33431
Attn.: Christopher Wheeler

Dear Chris:

Enclosed please find a copy of the executed Confidentiality Agreement by David W. Meyerson of Telantis Venture Partners for your records.

Thank you for your attention to this matter.

Sincerely,


Martha Mantecon

/mm
Enclosure

iVIEWIT

"I view it!"

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

October 9, 2000

Proskauer Rose, LLP
2255 Glades Road
Suite 340W
Boca Raton, FL 33431
Attn: Christopher Wheeler

Dear Chris:

Enclosed please find a copy of the Confidentiality Agreement executed by Katy Falakshahi of Monarch Partners for your records.

Sincerely,


Martha Mantecon

/mm
Enclosure

iVIEW!T

"I view it!"

www.iViewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

September 19, 2000

Proskauer Rose, LLP
2255 Glades Road
Suite 340W
Boca Raton, FL 33431
Attn.: Christopher Wheeler

Dear Chris:

Enclosed please find a copy of the Confidentiality Agreement executed by Keith Saez of Cyberworld for your records.

Thank you for your attention to this matter.

Sincerely,


Martha Mantecon

/mm
Enclosure

iVIEWIT

"I view it!"

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

September 7, 2000

Proskauer Rose, LLP
2255 Glades Road
Suite 340W
Boca Raton, FL 33431
Attn: Christopher Wheeler

Dear Chris:

Enclosed please find copies of the executed Non-Disclosure Agreements by Michelle Robinson of Virtual Impact Productions, Inc. and Gary G. Harber of Broadband Services Corp.

Thank you for your attention to this matter.

Sincerely,


Martha Mantecon

/mm
Enclosures

iviewIT

"I view it!"

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

September 5, 2000

Proskauer Rose, LLP
2255 Glades Road
Suite 340W
Boca Raton, FL 33431
Attn: Christopher Wheeler

Dear Chris:

Enclosed please find a copy of the iviewit Confidentiality Agreement executed by Richard L. Kesner for your records.

Thank you for your attention to this matter.

Sincerely,


Martha Mantecon

/mm
Enclosure

iVIEWIT

"I view it!"

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

September 1, 2000

Proskauer Rose LLP
2255 Glades Road
Suite 340W
Boca Raton, FL 33431
Attn: Christopher Wheeler

Dear Chris:

Enclosed please find copies of the Confidentiality Agreements executed by David Colter, SBK Capital, and Audax Management Company.

Thank you for your attention to this matter.

Sincerely,


Martha Mantecon

/mm
Enclosures

iVIEWIT

"I view it!"

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

August 23, 2000

Proskauer Rose, LLP
2255 Glades Road
Suite 340W
Boca Raton, FL 33431
ATTN: Chris Wheeler

Dear Chris:

Enclosed please find a copy of the Confidentiality Agreement executed by Harvey Kaye of Gulfstream Capital Group.

Thank you for your attention to this matter.

Best regards,


Martha Mantecon

/mm

Enclosure



One Boca Place, 2255 Glades Road, Ste. 337, Boca Raton, FL 33431
561.999.8899 - FAX 561.999.8810 - www.iViewit.com

April 28, 2000

Chris Wheeler
Proskauer Rose, LLP
One Boca Place
Suite 340 West
2255 Glades Road
Boca Raton, FL 33431

Dear Chris,

For your records, please find the enclosed copies of the Confidentiality Agreement executed by John Stillman and the Non-Competition Agreement executed by Anthony Frenden.

Thank you for your attention to this matter.

Sincerely,

Martha C. Mantecon

MM/jk
Enclosures



One Boca Place, 2255 Glades Road, Ste. 337, Boca Raton, FL 33431

561.999.8899 - FAX 561.999.8810 - www.iviewit.com

March 2, 2000

Proskauer Rose
One Boca Place
2255 Glades Road
Suite 340W
Boca Raton, Florida 33431
Attn.: Mara Robbins

Dear Mara:

Enclosed herewith please find a Non-Disclosure Agreement executed by a new employee of iviewit.com, Matthew S. Mink. Matthew will be our new Video Editor.

If you need anything further, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads 'Martha Mantecon'.

Martha Mantecon

/mm

Enclosures

Received Event (Event Succeeded)

Date: 6/4/99
Pages: 4
Sender:
Fax Number:
Type: Fax

Time: 2:40 AM
Duration: 1 min 39 sec
Company:
Subject:

Jun-03-99 11:19A

P.03

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 +
Wethermer*

(Name of Company)

By: _____

(Signature)

James R. Jackoway

(Name - please print)

Date: June 3, 1999

Received Event (Event Succeeded)

Date: 6/4/99
Pages: 2
Sender:
Fax Number:
Type: Fax

Time: 2:38 AM
Duration: 1 min 18 sec
Company:
Subject:

JUN-03-99 11:16A JUN 03 1999 12:54 PM FROM:MARK PUSE 061 241 5280 TO:0699440017/031813 P.05/04 P.02

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of Interview, 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 advisers 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 advisers) 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.

069440017-001 BRUB1/227061 v3

06/28/99 08:48 PM (2742)

By: *James R. Jackoway*
(Signature)
James R. Jackoway
(Name - please print)

Date: June 3, 1999

069440017-001 BRUB1/227061 v3

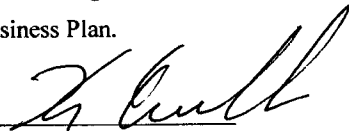
06/28/99 08:48 PM (2743)

iviewit, inc. 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 permission of the 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

KENNETH FENDELSON - KENCO COMMUNITIES

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

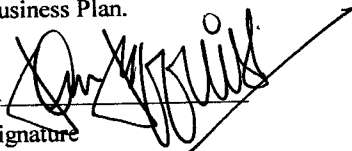
(561) 241-7400 cwheeler@proskauer.com

iviewit, inc. 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 permission of the 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

JOHN J. LOFQUIST - PRES. & CEO

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

iviewit, inc. 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 permission of the 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

GENE TERRY - PRINCIPAL - T.C.
SOLUTIONS, INC.

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

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

FOR IMMEDIATE DELIVERY

To: CHRISTOPHER C. WHEELER, ESQ.
From: RICHARD D. ROSMAN, ESQ.
Subject: *iviewit, Inc.*

SENT

Date: June 10, 1999

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

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:

Here is the Confidentiality Agreement signed by Hassan Miah.

Best regards.


✓ cc (w/ encl.; by fax): Eliot I. Bernstein = (561) 417-4470 = 8:07 a.m.

Time Sent: 8:05 am (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.

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; provided, however, that even if each of the components of a process is known within the Industries, the unique assemblage of those components shall be considered Proprietary Information (unless such assemblage is reasonably available to persons knowledgeable in the Industries); (ii) the undersigned can show was in his possession prior to disclosure to him and was not acquired from Company or a party known, 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 within the software, Internet or e-commerce business or 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".

x 
Signature

Hassan Miat
(Name - please print)

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by *iviewit, inc.*, Simon L. Bernstein, Elliot 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, Elliot 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, or visual) 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, patents, patent applications, designs, forms, copyrights, 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, visual, 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,



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



Received Event (Event Succeeded)

Date: 5/21/99
Pages: 2
Sender: 8187845096
Fax Number:
Type: Fax

Time: 6:20 PM
Duration: 1 min 6 sec
Company:
Subject:

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


Received Event (Event Succeeded)

Date: 5/21/99
Pages: 2
Sender: 8187845096
Fax Number:
Type: Fax

Time: 6:20 PM
Duration: 1 min 6 sec
Company:
Subject:

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

Hassan Miah
(Name - please print)

One Boca Place
Suite 340 West
2255 Glades Road
Boca Raton, FL 33431-7360
(561) 241-7400 Error! Bookmark not defined.

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

SENT

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

FOR IMMEDIATE DELIVERY

To: CHRISTOPHER C. WHEELER, ESQ.

Date: June 9, 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:

Here is the signed (revised) Confidentiality Agreement for Eric Camirand, my client's technical consultant. Please confirm in writing our telephone conversation this morning where Eric is authorized to discuss *iviewit* information with Hassan, Kevin O'Donnell, myself & other of their advisors.

I look forward to our telephone conference you are arranging today.

Time Sent: 9:52 am (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 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, or visual) 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, patents, patent applications, designs, forms, copyrights, 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, visual, 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 dealing 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,

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 known, 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 within the software, internet or e-commerce business or 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".

X 

Signature

ERIC CAMIRANO
(Name - please print)

CONFIDENTIALITY AGREEMENT

Ivewit, Inc., a Delaware corporation, having a principal place of business at One Boca Place, 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information"), and if the undersigned obtains the results of any searches for any patents, publications, or other printed information relevant to the Patent Information during the course of evaluating potential business opportunities with the Company in accordance with the purpose of this agreement, then the undersigned agrees to provide the Company with such search results.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees and advisors who have executed a written confidentiality agreement with the undersigned and 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 this Agreement by such employees and advisors) without the prior written consent of an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

This Agreement shall be governed by the internal laws of the State of Florida. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

IF A COMPANY:	IF AN INDIVIDUAL:
<u>VIRTUAL WORLD FILMS</u> (Company Name)	_____ (Signature)
<u>2344 SUNSET PLAZA</u> (Company Address)	_____ (Printed Name)
<u>HOLLYWOOD HILLS, CA 90069</u> (Company City, State, Zip)	_____ (Date)
BY: <u>[Signature]</u> (Signature)	_____ (Address)
<u>DAVID A. BERGEN</u> (Printed Name)	_____ (City, State, Zip)
<u>PRESIDENT</u> (Title)	
<u>2/19/01</u> (Date)	
	ATTACHMENT? <input type="checkbox"/> YES <input type="checkbox"/> NO

CONFIDENTIALITY AGREEMENT

Iviewit, Inc., a Delaware corporation, having a principal place of business at One Boca Place, 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information"), and if the undersigned obtains the results of any searches for any patents, publications, or other printed information relevant to the Patent Information during the course of evaluating potential business opportunities with the Company in accordance with the purpose of this agreement, then the undersigned agrees to provide the Company with such search results.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees and advisors who have executed a written confidentiality agreement with the undersigned and 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 this Agreement by such employees and advisors) without the prior written consent of an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

This Agreement shall be governed by the internal laws of the State of Florida. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

IF A COMPANY:

(Company Name)

(Company Address)

(Company City, State, Zip)

BY:

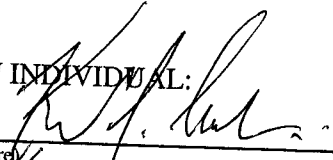
(Signature)

(Printed Name)

(Title)

(Date)

IF AN INDIVIDUAL:



(Signature)

KEVIN J. LOCKWOOD

(Printed Name)

8/9/00

(Date)

21573 CORONADO AVE.

(Address)

Boca Raton Fla.

(City, State, Zip)

33433

ATTACHMENT? _____ YES NO

CONFIDENTIALITY AGREEMENT

Iviewit, Inc., a Delaware corporation, having a principal place of business at One Boca Place, 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information"), and if the undersigned obtains the results of any searches for any patents, publications, or other printed information relevant to the Patent Information during the course of evaluating potential business opportunities with the Company in accordance with the purpose of this agreement, then the undersigned agrees to provide the Company with such search results.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees and advisors who have executed a written confidentiality agreement with the undersigned and 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 this Agreement by such employees and advisors) without the prior written consent of an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

This Agreement shall be governed by the internal laws of the State of Florida. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

IF A COMPANY:

(Company Name) _____

(Company Address) _____

(Company City, State, Zip) _____

BY:

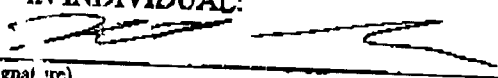
(Signature) _____

(Printed Name) _____

(Title) _____

(Date) _____

IF AN INDIVIDUAL:


(Signature)

KATHERINE LETMAN
(Printed Name)

8/16/00
(Date)

136 East 55th St #5P
(Address)

NY NY 10022
(City, State, Zip)

ATTACHMENT? _____ YES NO

CONFIDENTIALITY AGREEMENT

Iviewit, Inc., a Delaware corporation, having a principal place of business at One Boca Place, 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information"), then the undersigned agrees to provide the Company with any patents, publications, website addresses, or other printed or public information that the undersigned is or becomes aware of during the next three (3) years that could be considered material to the examination of a patent application for the Patent Information.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer

of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's advisors who have executed a written confidentiality agreement with the undersigned and 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 an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

This Agreement shall become effective on the date signed below, and shall terminate on the later of ten (10) years after its effective date or ten (10) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

This Agreement shall be governed by the internal laws of the State of Florida. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

IF A COMPANY:

(Company Name)

(Company Address)


(Company City, State, Zip)

BY:

(Signature)

(Printed Name)

IF AN INDIVIDUAL:



(Signature)

JAMES ARMSTRONG

(Printed Name)

8/2/00

(Date)

(Address)

(City, State, Zip)

(Title)

(Date)

ATTACHMENT? YES NO

CONFIDENTIALITY AGREEMENT

To: **iviewit, Inc.**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit, Inc.**, a Delaware corporation, and its affiliates collectively 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 confidential materials and information (regardless of the form of such information, including without limitation, in writing, electronic, computerized or other recorded form, oral or visual) marked as "Confidential" or, if disclosed orally, confirmed in writing as "Confidential" within thirty (30) days that the undersigned may receive or learn of now or in the future concerning, or related in any way to, the Company, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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, (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, to be bound by a confidentiality agreement with, or other obligation of secrecy to, the Company, or, (iv) is independently developed by the undersigned without violating this Agreement. The undersigned shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees or 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 employees or advisors) without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form (other than as necessary to evaluate such Proprietary Information) without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; in the event that the parties do not proceed to an agreement, all items including all duplicates and copies will be returned to the company or proof of their destruction will be provided, and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Agreement shall expire three (3) years from the date of execution.

This Confidentiality Agreement shall be governed by California law.

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

By: 

Print Name: David Colter
VP Technology and Standards

Company: Warner Bros

Date: Aug 14/00

CONFIDENTIALITY AGREEMENT

Iviewit, Inc., a Delaware corporation, having a principal place of business at One Boca Place, 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information"), and if the undersigned obtains the results of any searches for any patents, publications, or other printed information relevant to the Patent Information during the course of evaluating potential business opportunities with the Company in accordance with the purpose of this agreement, then the undersigned agrees to provide the Company with such search results.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees and advisors who have executed a written confidentiality agreement with the undersigned and 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 this Agreement by such employees and advisors) without the prior written consent of an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

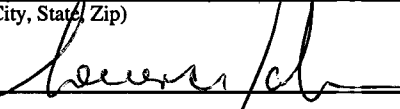
Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

This Agreement shall be governed by the internal laws of the State of Florida. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

IF A COMPANY:	IF AN INDIVIDUAL:
TALISMAN GROUP (Company Name)	 (Signature)
225 HIZNER BLVD (Company Address)	 (Printed Name)
BOCA RATON FL 33432 (Company City, State, Zip)	 (Date)
BY:  (Signature)	 (Address)
LAWRENCE TALISMAN (Printed Name)	 (City, State, Zip)
PRINCIPAL (Title)	
8-3-00 (Date)	
	ATTACHMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

CONFIDENTIALITY AGREEMENT

To: **iviewit, Inc.**
 Attention: Brian G. Utley
 2255 Glades Road, Suite 337-W
 Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit, Inc.**, a Delaware corporation, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

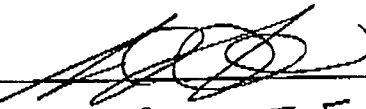
The undersigned acknowledges that the Proprietary Information constitutes valuable, special and unique assets of the Company. The undersigned agrees (a) to receive in trust, and treat as confidential, the Proprietary Information; (b) not to use any of the Proprietary Information for any purpose without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

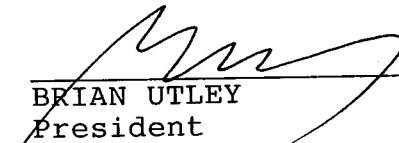
By: 

Print Name: Steven J. Feder

Company: Pepper Hamilton, LLP

Date: 7/18/00

Revisions approved by:


BRIAN UTLEY
President
iviewit.com

CONFIDENTIALITY AGREEMENT

Iviewit, Inc., a Delaware corporation, having a principal place of business at One Boca Place, 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information"), and if the undersigned obtains the results of any searches for any patents, publications, or other printed information relevant to the Patent Information during the course of evaluating potential business opportunities with the Company in accordance with the purpose of this agreement, then the undersigned agrees to provide the Company with such search results.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees and advisors who have executed a written confidentiality agreement with the undersigned and who have a need to

CONFIDENTIALITY AGREEMENT

Iylewit, Inc., a Delaware corporation, having a principal place of business at One Boca Place, 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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 from the Company now or in the future concerning, or related in any way to, the Company, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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, 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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than (i) to such of the undersigned's employees and advisors who have executed a written confidentiality agreement and who have a need to know such Information for the sole purpose of assisting the undersigned in evaluating such Information, (ii) to employees, officers, and directors of the undersigned to the extent that disclosure reasonably relates to the aforesaid purpose, and (iii) as may be required by law or as requested by any governmental agency or other regulatory authority having or claiming to have jurisdiction over the undersigned or any of its affiliates, or in connection with any legal proceeding) without the prior written consent of an officer of the Company; and (d) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and

shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

This Agreement shall become effective on the date signed below, and shall terminate on the later of two (2) years after its effective date or two (2) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this Agreement, that the granting of such relief will not be opposed, and that such relief shall not be the exclusive remedy for such breach.

This Agreement shall be governed by the internal laws of the State of Florida. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

IF A COMPANY:

Wachovia Securities, Inc.
 (Company Name)
 201 N. Tryon St., 23rd FL.
 (Company Address)
 Charlotte, NC 28202
 (Company City, State, Zip)
 BY: *[Signature]*
 (Signature)
 Duval R. Gilbert
 (Printed Name)
 Vice President
 (Title)
 6-23-00.
 (Date)

IF AN INDIVIDUAL:

(Signature)
 (Printed Name)
 (Date)
 (Address)
 (City, State, Zip)
 ATTACHMENT? YES 8 NO

CONFIDENTIALITY AGREEMENT

To: **iviewit Technologies, Inc.**

Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit Technologies, Inc.**, a Delaware corporation, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By: Philip High

Company: Raymond James

Date: 5/15/01

OK [Signature]

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (Mutual)

For the purposes of facilitating a proposed business relationship, the undersigned hereby enter into this Mutual Confidentiality and Non-Disclosure Agreement on behalf of our respective Companies and agree as follows:

1. For the referenced purposes, each Company may be provided with access to some or all of the following confidential business information: business, financial and strategic plans; strategic and financial relationships; technical, financial and systems data; financial projections, marketing and distribution plans; technical and systems designs, drawings and diagrams; vendor and customer information; and related correspondence, notes and reports (collectively the "Confidential Information") relating to each Company's business, which each Company acknowledges to be important, material and proprietary confidential information and/or trade secrets belonging to the other, the continued confidentiality of which is vital for the successful conduct of each Company's business.
2. With respect to the Confidential Information and any other information provided to me or my Company by the other regarding its confidential operations, business and plans, we each agree for a period of three (3) years to a) hold it in strictest confidence and not disclose same to any third person, corporation, firm or other entity, unless previously approved in writing by the other, b) protect it to the fullest extent from unauthorized disclosure, with at least those measures used by each Company to protect its own confidential information, but in no event less than a reasonable standard of care, c) restrict disclosure within my Company solely to those with a need to know, and who agree to be bound by the terms hereof, and d) use it only for evaluation of whether each Company will enter into a business relationship with the other Company, to facilitate continuing discussions between our respective representatives, and thereafter in furtherance of such business relationship as we may enter into.
3. This agreement shall have no application to Confidential Information which (i) is now, or hereafter becomes, through no act or failure to act by me or my Company, generally known or available, (ii) was lawfully known to me or my Company at the time it was received from you, (iii) is hereafter furnished by you to others without restriction on disclosure; (iv) is hereafter provided to me or my Company by a third party as a matter of right and without restriction on such disclosure; (v) is authorized in writing by the disclosing party for public disclosure; or (vi) was independently developed by the receiving party. Additionally, disclosure of the Confidential Information required by a judicial order or government regulation is not prohibited; provided, however, that the party making the disclosure pursuant to said order shall first have given notice, as soon as practicable, to the owner of the Confidential Information and shall either itself obtain, or allow such owner an opportunity to obtain, a protective order preventing or limiting such compelled disclosure. Any required disclosure shall be the minimum required by applicable law. The burden of proof on any exception under this Section 3 shall be on the party claiming that this agreement shall have no application to the Confidential Information to be disclosed.
4. Each Company agrees to return to the other all Confidential Information (including all copies thereof) within ten (10) days of any written notice provided by the owner of such Confidential Information and to have an officer of the receiving party certify, in writing, that all Confidential Information (and all copies thereof) have been returned.
5. In the event of a breach of any of the provisions of this Agreement, each Company agrees that the harm suffered by the non-breaching Company would not be adequately compensated by monetary damages alone, and, therefore, such injured party shall be entitled to seek injunctive relief in addition to all other available legal and equitable remedies. Absent a showing of willful violation of this Agreement, neither party shall be liable to the other, whether in contract or in tort or otherwise, for special, indirect, punitive, incidental, or consequential damages.

6. It is expressly understood that any disclosure made pursuant to this Agreement is not a public use or disclosure, or sale or offer for sale, of any product, equipment, process or service of the disclosing party. Confidential Information shall not be deemed to be in the public domain merely because of a disclosure to the receiving party pursuant hereto, or any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are now known to the public. Both parties recognize that this Agreement merely grants access to the Confidential Information and no patent, copyright, trademark, or other proprietary right or license in the Confidential Information, nor any product which utilizes same, is hereby granted. Nothing in this Agreement obligates either of the parties to enter into further discussions. The parties hereto shall not be obligated to compensate the other for exchanging any information under this Agreement. The disclosing party shall not be deemed to make or have made representation or warranty, whether express or implied, as to the accuracy, use or completeness of the Confidential Information or any items thereof.

7. This agreement shall inure to the benefit of each Company's successors in interest, its affiliates and assigns, and each and every other corporation or firm which is under its common control. No term or provision of this Agreement may be amended, waived, released, discharged or modified in any respect except in writing, signed by the parties hereto.

8. No failure or delay on the part of any party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No breach of any provision hereof can be waived unless in writing.

9. This agreement is deemed to be made under and shall be construed in accordance with the laws of the State of California. Copies may be transmitted via telefax for signature and each mutually executed fax copy may be used for all purposes an original by either party.

10. This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and there are no terms, conditions, representations, warranties or covenants other than those expressly contained herein. This Agreement supersedes any previous agreements or understandings between the parties with respect to the subject matter hereof, whether written or oral, all of which are merged herein.

Company:	<u>iviewit.com, Inc</u>	TVN ENTERTAINMENT CORP.
By:	<u>Brian A. Utley</u>	<u>AT Field</u>
Title:	<u>President</u>	<u>Sr. Exec. V.P.</u>
Date:	<u>5/26/00</u>	<u>5/26/00</u>

CONFIDENTIALITY AGREEMENT

To: **iviewit Technologies**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360


The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit Technologies, Inc.**, a Delaware company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By: 
 DAVID M. BARLOW
 LEHMAN BROTHERS

Date: 5/18/00

CONFIDENTIALITY AGREEMENT

To: **iviewit Technologies, Inc.**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit Technologies, Inc.**, a Delaware corporation, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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

4708/40017-001 BRLIB1/251214 v1 12/27/99 03:00 PM (2761)

CONFIDENTIALITY AGREEMENT

To: **iviewit Technologies**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit Technologies, Inc.**, a Delaware company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.~~

in violation of this Agreement

Adler/A

Employers and

Adler IB

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; ~~(d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company;~~ and (d) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

AKG
2A

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

PAINWEBBER INCORPORATED

By: Martin Mayil

Date: 5/16/00

Rider 1A

, (iv) is disclosed pursuant to subpoena or other legal process or otherwise pursuant to any law, regulation or rule, or (v) is developed by the undersigned, its directors, officers, employees, agents, or advisors separate and apart from any disclosures by the Company.

Rider 1B

to the extent a court of competent jurisdiction finally judicially determines that the undersigned did not use its reasonable best efforts to prevent such breach

Rider 2A

Notwithstanding anything to the contrary contained in this Agreement, the undersigned shall be permitted to engage in brokerage, investment banking, investment advisory, money management, market making and arbitrage activities involving the securities of the Company or any of the Company's affiliated companies in the ordinary course of the undersigned's businesses, provided that the personnel engaged in such activities do not have access from the undersigned or the Company to the Proprietary Information.

This Agreement shall expire, and all obligations under this Agreement shall terminate, upon the first (1) anniversary of the date hereof.

CONFIDENTIALITY AGREEMENT

To: **iviewit Technologies, Inc.**

Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit Technologies, Inc.**, a Delaware corporation, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By: Chaim J. W. M.

Company: Wachovia Securities, Inc.

Date: 5/5/00

CONFIDENTIALITY AGREEMENT

To: **iviewit LLC**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

Ryan Reed & Co.
By: Ryan Reed
(Signature)

Date: 4/20/01

CONFIDENTIALITY AGREEMENT

To: **iviewit Technologies, Inc.**

Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit Technologies, Inc.**, a Delaware corporation, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By: *Andrew M. DeW.*

Company: MARKETING INK

Date: 5/8/00

Apr. 27. 2000 11:55AM

No. 0219 P. 1/2

CONFIDENTIALITY AGREEMENT

To: **iviewit Holdings, Inc.**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of iviewit Holdings, Inc., a Delaware company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

...this information, and any 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.

[2]

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

4708/40017-001 BRLIB/261214 v1 12/27/99 03:00 PM (2761)

Apr. 27. 2000 11:56AM

No. 0219 P. 2/2

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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By: John Stillman

Company: JOHN STILLMAN

Date: 4-27-00

CONFIDENTIALITY AGREEMENT

To: **iviewit LLC**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of iviewit LLC, a Delaware limited liability company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

Ryan Reed & Co.
By: Ryan Reed
(Signature)

Date: 4/21/01

CONFIDENTIALITY AGREEMENT

To: **iviewit Holdings, Inc.**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit Holdings, Inc.**, a Delaware company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

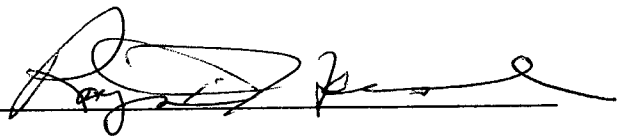
The undersigned acknowledges that the Proprietary Information constitutes valuable, special and unique assets of the Company. The undersigned agrees (a) to receive in trust, and treat as confidential, the Proprietary Information; (b) not to use any of the Proprietary Information for any purpose without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By: 

Company: R.T.H. Associates

Date: 4/25/00

Ar Anderson

CONFIDENTIALITY AGREEMENT

To: **iviewit LLC**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

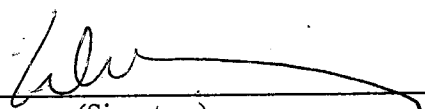
The undersigned acknowledges that the Proprietary Information constitutes valuable, special and unique assets of the Company. The undersigned agrees (a) to receive in trust, and treat as confidential, the Proprietary Information; (b) not to use any of the Proprietary Information for any purpose without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By: 
(Signature)

Date: 4/27/02

PRUDENTIAL SECURITIES INCORPORATED

FACSIMILE TRANSMITTAL SHEET

PLEASE DELIVER A.S.A.P.

PRIVATE & CONFIDENTIAL

TO:

MARTHA MANTECON

FROM:

MARK LEAVITT

COMPANY:

VIEWIT.COM

DATE:

4/18

FAX NUMBER:

561-999-8810

TOTAL NO. OF PAGES INCLUDING COVER:

2

PHONE NUMBER:

SENDER'S PHONE NUMBER:

212-778-2318

RE:

SENDER'S FAX NUMBER:

- URGENT
 FOR REVIEW
 PLEASE COMMENT
 PLEASE REPLY
 PLEASE RECYCLE

CONFIDENTIALITY AGREEMENT

To: **iviewit LLC**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of iviewit LLC, a Delaware limited liability company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By: 
(Signature)

Date: _____

* * * Transmission Result Report (MemoryTX) (Apr.18. 2000 5:13PM) * * *

1)
2)

Date/Time: Apr.18. 2000 5:06PM

File No.	Mode	Destination	Pg (s)	Result	Page Not Sent
0098	Memory TX	19732639255	P. 4	OK	

Reason for error

E.1) Hang up or line fail
E.3) No answerE.2) Busy
E.4) No facsimile connection

One Best Place, 2285 Clades Road, Ste. 337, Moon Taton, FL 32411
 904.899.8800 - FAX 904.899.8818 - www.jrba.com

FACSIMILE TRANSMITTAL SHEET

TO: Judy Bouer
 FROM: Martha Mantecon
 COMPANY: Baker Scott & Co.
 DATE: 4/18/00
 FAX NUMBER: 973.263.9255
 TOTAL NO. OF PAGES: 4
 RE: Executive Sales Reps

NOTES/COMMENTS:

Judy:

Jill Iantoni requested I send you the attached information.
 If you have any questions, please do not hesitate to contact us.

Thank you.

Martha Mantecon

H. Boston

CONFIDENTIALITY AGREEMENT

of any
Company-owned

To: **iviewit Holdings, Inc.**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

and (vii)

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit Holdings, Inc.**, a Delaware company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

(except as may be appropriate for facilitating the undersigned's review)

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form, without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

to third parties

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.

This Confidentiality Agreement shall be governed by Florida law. ~~The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.~~

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

This Agreement shall have a term of one year from the date hereof.

By: *JENNIFER ALLMOND*

Company: *Bear Stearns & Co., Inc.*

Date: *April 19, 2000*

CONFIDENTIALITY AGREEMENT

To: **iviewit LLC**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

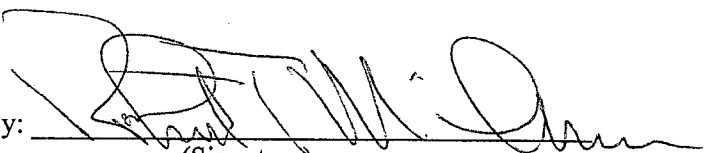
The undersigned acknowledges that the Proprietary Information constitutes valuable, special and unique assets of the Company. The undersigned agrees (a) to receive in trust, and treat as confidential, the Proprietary Information; (b) not to use any of the Proprietary Information for any purpose without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By: 
(Signature)

Date: _____

CONFIDENTIALITY AGREEMENT

To: **iviewit LLC**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By: Howard J. Weiss
(Signature)

Date: _____

CONFIDENTIALITY AGREEMENT

To: **iviewit LLC**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.


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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By: 
(Signature)

Date: 3/14/00

CONFIDENTIALITY AGREEMENT

To: **iviewit LLC**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence. *Nothing contained herein shall prohibit any disclosure required by law or judicial process.* *OK*

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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

4708/40017-001 BRLIB1/251214 v1 12/27/99 03:00 PM (2781)

other than evaluating a possible transaction with the Company. *OK*

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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida. *This Confidentiality Agreement shall remain in effect for a period of one year from the date hereof.*

The undersigned has executed this Confidentiality Agreement as of the date set forth below. *OK/John*

J.H. WHITNEY & CO.

By: *Kenn J. Curley*
(Signature)
Kenn J. Curley, General Counsel

Date: March 22, 2000

[Handwritten signature]

3/23/2000

CONFIDENTIALITY AGREEMENT

To: **iviewit LLC**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

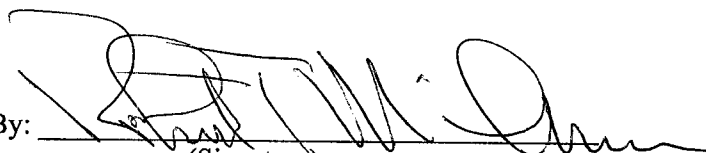
The undersigned acknowledges that the Proprietary Information constitutes valuable, special and unique assets of the Company. The undersigned agrees (a) to receive in trust, and treat as confidential, the Proprietary Information; (b) not to use any of the Proprietary Information for any purpose without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By: 
(Signature)

Date: _____

CONFIDENTIALITY AGREEMENT

To: **iviewit LLC**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

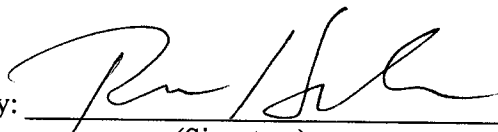
The undersigned acknowledges that the Proprietary Information constitutes valuable, special and unique assets of the Company. The undersigned agrees (a) to receive in trust, and treat as confidential, the Proprietary Information; (b) not to use any of the Proprietary Information for any purpose without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By: 
(Signature)

Date: 3-13-00

CONFIDENTIALITY AGREEMENT

To: **iviewit LLC**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By: William Frank Pines
(Signature)
Diamond Capital Resources, Inc
Date: 3-10-2000

CONFIDENTIALITY AGREEMENT

To: **iviewit LLC**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

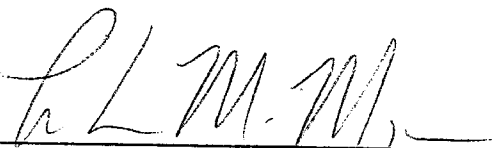
The undersigned acknowledges that the Proprietary Information constitutes valuable, special and unique assets of the Company. The undersigned agrees (a) to receive in trust, and treat as confidential, the Proprietary Information; (b) not to use any of the Proprietary Information for any purpose without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By: 
(Signature) CHARLES N. MOORE

Date: Feb 29, 2000

CONFIDENTIALITY AGREEMENT

To: **iviewit Technologies**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By: 
(Signature)

Date: 2/22/00

CONFIDENTIALITY AGREEMENT

To: **iviewit Technologies**

Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of iviewit LLC, a Delaware limited liability company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

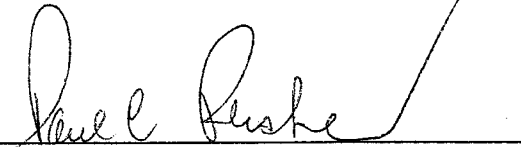
The undersigned further agrees that the Company shall be entitled to equitable relief, including injunction, in the event of any breach of this Confidentiality Agreement, that the granting of such relief will not

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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By: _____

A handwritten signature in cursive script, appearing to read "Paul Rushe", written over a horizontal line.

(Signature)

Date: _____

CONFIDENTIALITY AGREEMENT

To: **iviewit LLC**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

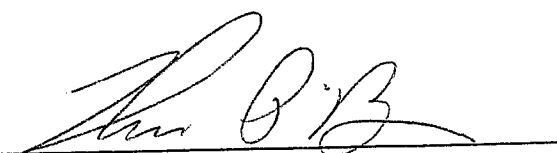
The undersigned acknowledges that the Proprietary Information constitutes valuable, special and unique assets of the Company. The undersigned agrees (a) to receive in trust, and treat as confidential, the Proprietary Information; (b) not to use any of the Proprietary Information for any purpose without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By: 
(Signature)

Date: 2/22/00

CONFIDENTIALITY AGREEMENT

To: **iviewit LLC**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By: Michael Lu
(Signature)
Michael Lu
Medical Online
Date: 1/14/2000.

CONFIDENTIALITY AGREEMENT

To: **iviewit LLC**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By:
(Signature)
R. Mademan

Date: 2-4-00

CONFIDENTIALITY AGREEMENT

To: **iviewit LLC**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of iviewit LLC, a Delaware limited liability company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

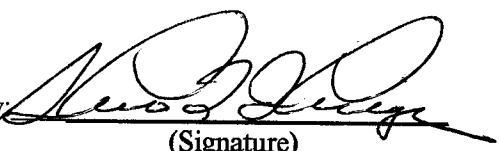
The undersigned acknowledges that the Proprietary Information constitutes valuable, special and unique assets of the Company. The undersigned agrees (a) to receive in trust, and treat as confidential, the Proprietary Information; (b) not to use any of the Proprietary Information for any purpose without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By: 
(Signature)

Date: 4/29/00

CONFIDENTIALITY AGREEMENT

To: **iviewit Technologies**

Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit Technologies, Inc.**, a Delaware company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By: Lenny Raymond
(Signature)
CONTRACTED BY HEADWAY

Date: 2/3/00

CONFIDENTIALITY AGREEMENT

To: **Viewit Technologies**
 Attention: Brian G. Utley
 2255 Glades Road, Suite 337-W
 Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of Viewit Technologies, Inc., a Delaware company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 contents 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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

CONFIDENTIALITY AGREEMENT

To: **iviewit Technologies**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit Technologies, Inc.**, a Delaware company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

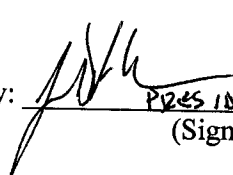

The undersigned acknowledges that the Proprietary Information constitutes valuable, special and unique assets of the Company. The undersigned agrees (a) to receive in trust, and treat as confidential, the Proprietary Information; (b) not to use any of the Proprietary Information for any purpose without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By:  
PRESIDENT
(Signature)
Andrew J. Redd FSSJ

Date: JAN. 17, 2000

CONFIDENTIALITY AGREEMENT

To: **iviewit Technologies**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

*4/8/00
copy to
G/ru*

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of iviewit Technologies, Inc., a Delaware company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and/or the District Court of the United States, Southern District of Florida.

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

By: W. H. [Signature] PRESIDENT FSSD
(Signature) Andrew J. [Signature]

Date: Jan. 17, 2000

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of iViewit LLC, a Delaware limited liability company, (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 disclose any of the Proprietary Information for any purpose without the prior written consent of Simon L. Bernstein or Eliot I. 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 I. 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 I. 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 LLC

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:

Allen Shapiro Inc
(Name of Company)

By: [Signature]
(Signature)

Allen Shapiro
(Name - please print)

Date: _____

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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.

NOV-23-99 TUE 4:02 PM

EDIE 3 TALENT MGMT
Martin

FAX NO. 21224529

P. 2

Nov 23 99 02:19p

*Sent to
Proskauer
12/7/99*

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of Inlewit LLC, a Delaware limited liability company, (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.

Nov 23 99 03:09p

Mitchell Zamarin

215735-6893

P. 2

NOV-23-99 TUE 4:02 PM

EDIE TALENT MGMT
Martha

SAX NO. 212245285

P. 3

Nov 23 99 02:19p

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

iviewit LLC

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

IF AN INDIVIDUAL:

Mitchell Zamarin 11/23/99
(Signature)

Mitchell Zamarin
(Name - please print)

IF A COMPANY:

Asbury Communications, Inc
(Name of Company)

By: Mitchell Zamarin
(Signature)

Mitchell Zamarin
(Name - please print)

Date: 11/23/99

Nov-11-99 07:52P

P.02

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of ivicwit LLC, a Delaware limited liability company, (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.

Nov-11-99 07:52P

P.03

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

iviewit LLC

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

IF AN INDIVIDUAL:



(Signature)

PETER BERESFORD

(Name - please print)

NOVEMBER 11th
1999.

IF A COMPANY:

(Name of Company)

By: _____

(Signature)

(Name - please print)

Date: _____

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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 LLC

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

IF AN INDIVIDUAL:



(Signature)

MARTIN H. ELRAD

(Name - please print)

IF A COMPANY:

(Name of Company)

By: _____

(Signature)

(Name - please print)

Date: _____

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of iviewit LLC, a Delaware limited liability company, (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.

CONFIDENTIALITY AGREEMENT

To: **iviewit Technologies**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of iviewit Technologies, Inc., a Delaware company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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.

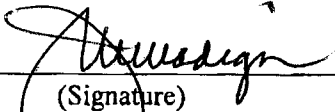
The undersigned further agrees that the Company shall be entitled to equitable relief, including injunction, in the event of any breach of this Confidentiality Agreement, that the granting of such relief will not be opposed and that such relief shall not be the exclusive remedy for such breach. Furthermore, 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.

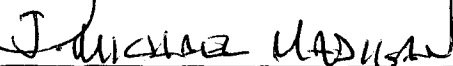
The undersigned has executed this Confidentiality Agreement as of the date set forth below.

iviewit LLC

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:

(Name of Company)

By: _____
(Signature)

(Name - please print)

Date: _____

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

iviewit LLC

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

IF AN INDIVIDUAL:

Darren L. Crate
(Signature)

DARREN CRATE
(Name - please print)

IF A COMPANY:

(Name of Company)

By: _____
(Signature)

(Name - please print)

Date: _____

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of ~~iviewit~~ LLC, a Delaware limited liability company, (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.

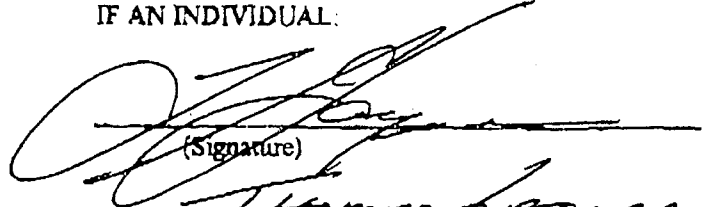
The undersigned acknowledges that the Proprietary Information constitutes valuable, special and unique assets of the Company. The undersigned agrees (a) to receive in trust, and treat as confidential, the Proprietary Information; (b) not to use any of the Proprietary Information for any purpose without 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.

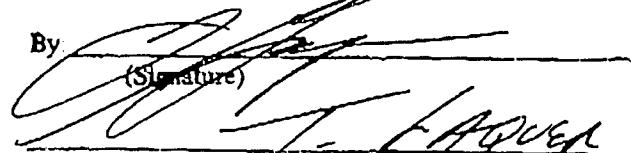
The undersigned has executed this Confidentiality Agreement as of the date set forth below.

iviewit LLC
Attention: Brian G. Utley
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431
877.484.8444

IF AN INDIVIDUAL:


(Signature)
Thomas Caputo
(Name - please print)

IF A COMPANY:

Thomas Caputo Funding LLC
(Name of Company)
By 
(Signature)
T. Caputo
(Name - please print)

Date: Nov 2/99

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of iviewit LLC, a Delaware limited liability company, (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 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 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 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, (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 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 (except for the review of the Proprietary Information, and related actions in connection with a possible financial advisory relationship) 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 (except to reproduce for the undersigned's employees), 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 any and all remedies available to it at law or in equity, including injunction, in the event of any breach of this Confidentiality Agreement, and that the granting of such relief will not be opposed to by the undersigned.

4708/40017-001 BRLB1/246622 v1

11/05/99 09:45 AM [2761]

** 00-3900 70101 **

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

ivlewit LLC

Attention: Brian G. Utley
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431
877.484.8444

IF AN INDIVIDUAL:

(Signature)

(Name - please print)

IF A COMPANY:

Jwgenesis Capital Markets, Inc.

(Name of Company)

By: *[Signature]*

(Signature)

Jeffrey H. Whelan

(Name - please print)

Date: *11/5/99*

new text copy

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of iviewit LLC, a Delaware limited liability company, (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.

CONFIDENTIALITY AGREEMENT

To: **iviewit Technologies**
Attention: Brian G. Utley
2255 Glades Road, Suite 337-W
Boca Raton, Florida 33431-7360

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of iviewit Technologies, Inc., a Delaware company, (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, its technology, 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, methodologies and processes for the display of video on the World Wide Web, 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (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 Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; (d) not to reproduce, store or copy any Proprietary Information in any form without the prior written consent of Brian Utley, Simon L. Bernstein or Eliot Bernstein on behalf of the Company; and (e) not to fax, distribute or reverse engineer any Proprietary Information. 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.

This Confidentiality Agreement shall be governed by Florida law. The undersigned, in connection with any suit, action or legal proceeding arising out of or relating to this Confidentiality Agreement, hereby consents and submits to the jurisdiction and venue of the courts of record of the State of Florida in Palm Beach County and the District Court of the United States, Southern District of Florida.

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

By:


VentureAllies.Com

Date:

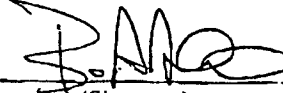
1-21-2000

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

iviewit LLC

Attention: Brian G. Utley
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431
877.484.8444

IF AN INDIVIDUAL:

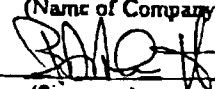


(Signature)
Brian G. Utley

(Name - please print)

IF A COMPANY:

Frank Consulting & Mgmt Inc

(Name of Company)
By: 

(Signature)
Brian G. Utley Pres

(Name - please print)

Date: 11/9/99

CONFIDENTIALITY AGREEMENT

Maria took copy

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of iviewit LLC, a Delaware limited liability company, (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, leaders, 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.

4708/57590-004 BNLJ1/146289 v1

11/02/99 02:19 PM (2761)




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

iviewit LLC

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

IF AN INDIVIDUAL:



(Signature)

Jonathan Robbins

(Name - please print)

IF A COMPANY:

(Name of Company)

By: _____
(Signature)

(Name - please print)

Date: _____

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of ~~Ivewit LLC~~, a Delaware limited liability company, (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.

Oct 13 99 05:27p

Martha

-999-8810

P-2

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of iviewit LLC, a Delaware limited liability company, (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 LLC

Attention: Eliot J. 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:

Interactive Telecommunications, Inc.
(Name of Company)

By: [Signature]
(Signature)

Bond Weber
(Name - please print)

Date: 10/25/99

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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 LLC

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

IF AN INDIVIDUAL:

Howard A. Feldman
(Signature)

HOWARD A. FELDMAN
(Name - please print)

IF A COMPANY:

(Name of Company)

By: _____
(Signature)

(Name - please print)


Date: _____

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of iVIEWIT LLC, a Delaware limited liability company, (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.

Proven 

0894/40017-001 BRLIB1/227061 v3

07/23/99 11:37 AM (2743)

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

iviewit LLC

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

IF AN INDIVIDUAL:

Rodney G. Smith
(Signature)

Rodney G. Smith
(Name - please print)

IF A COMPANY:

(Name of Company)

By: _____
(Signature)

(Name - please print)

Date: _____

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

iviewit LLC

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

IF AN INDIVIDUAL:

Thott Wilford

(Signature)

Kenneth M. Endelson

(Name - please print)

IF A COMPANY:

(Name of Company)

By: _____

(Signature)

(Name - please print)

Date: _____

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of iviewit LLC, a Delaware limited liability company, (together with its direct and indirect subsidiaries and affiliates, the "Company"), Simon L. Bernstein, Elliot 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 Elliot 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 Elliot 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 Elliot 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.

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of IvieWit LLC, a Delaware limited liability company, (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.

CONFIDENTIALITY AGREEMENT

Maria took copy

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of riewit LLC, a Delaware limited liability company, (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.

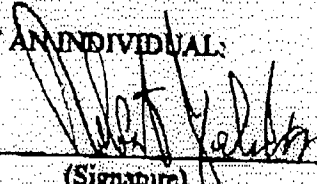
The undersigned further agrees that the Company shall be entitled to equitable relief, including injunction, in the event of any breach of this Confidentiality Agreement, that the granting of such relief will not be opposed and that such relief shall not be the exclusive remedy for such breach. Furthermore, 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 LLC

Attention: Brian G. Uley
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431
877.484.8444

IF AN INDIVIDUAL:



(Signature)

ROBERT ZELINKA

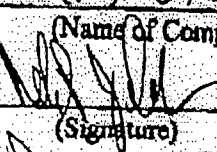
(Name - please print)

IF A COMPANY:

VERTEX GROUP

(Name of Company)

By:



(Signature)

ROBERT ZELINKA

(Name - please print)

Date:

11/8/99

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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.

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of *ivlewit LLC*, a Delaware limited liability company, (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 LLC

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:

Hackney-Miller P.A
(Name of Company)

By: [Signature]
(Signature)

Donald Lee Miller
(Name - please print)

Date: 11/2/99

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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 LLC

Attention: Elliot 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:

Catterton Partners
(Name of Company)

By: [Signature]
(Signature)

Albert T. Chiang
(Name - please print)

Date: 11/14/99

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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 LLC

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

IF AN INDIVIDUAL:



(Signature)

Mark Feltingoff

(Name - please print)

IF A COMPANY:

J.C. White

(Name of Company)

By:



(Signature)

Mark Feltingoff

(Name - please print)

Date:

10/6/99

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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 LLC

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:

First Level

(Name of Company)

By:

[Signature]

(Signature)

(Name - please print)

Date: _____

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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.

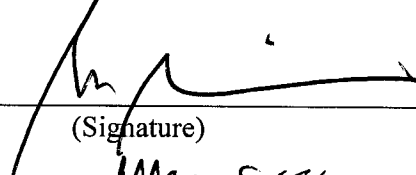
The undersigned further agrees that the Company shall be entitled to equitable relief, including injunction, in the event of any breach of this Confidentiality Agreement, that the granting of such relief will not be opposed and that such relief shall not be the exclusive remedy for such breach. Furthermore, 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 LLC

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

IF AN INDIVIDUAL:



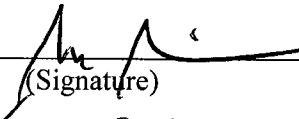
(Signature)
MARC STEEL

(Name - please print)

IF A COMPANY:

FIRST LEVEL CAPITAL INC.

(Name of Company)

By: 

(Signature)
M. STEEL / PRESIDENT

(Name - please print)

Date: 9/30/99

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit LLC**, a Delaware limited liability company, (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 LLC

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:

TRITON CAPITAL, INC

(Name of Company)

By: Neil W. Grossman

(Signature)

NEIL W. GROSSMAN

(Name - please print)

Date: 9/30/99



"I view it!"

www.िवiewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444


August 17, 2000

Proskauer Roser, LLP
2255 Glades Road
Suite 340W
Boca Raton, FL 33431
Attn.: Christopher Wheeler

Dear Chris:

Enclosed please find a copy of our Confidentiality Agreement executed by Katherine Lehman for your records.

Thank you for your attention to this matter.

Sincerely,

Martha Mantecon

/mm
Enclosure



"I view it!"

www.lviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

August 16, 2000

Proskauer Rose, LLP
2255 Glades Road
Suite 340W
Boca Raton, FL 33431
Attn.: Chris Wheeler

Dear Chris:

Enclosed please find a copy of the Confidentiality Agreement executed by David Colter of Warner Bros. for your records.

Thank you for your attention to this matter.

Sincerely,


Martha Mantecon

/mm
Enclosure



"I view it!"

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

August 10, 2000

Proskauer Rose, LLP
2255 Glades Road
Suite 340W
Boca Raton, FL 33431
Attn.: Chris Wheeler

Dear Chris:

Enclosed please find a copy of the Confidentiality Agreement executed by Kevin J. Lockwood for your records.

Sincerely,

A handwritten signature in cursive script that reads "Martha Mantecon".

Martha Mantecon

/mm
Enclosure



"I view it!"

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

July 24, 2000

Proskauer Rose, LLP
2255 Glades Road
Suite 340W
Boca Raton, FL 33431
Attn.: Chris Wheeler

Dear Chris:

Enclosed please find iviewit's Confidentiality Agreement, revised by Warner Bros., for your review. Please make any revisions or comments necessary to process this matter accordingly.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Eliot Bernstein".

Eliot Bernstein

EB/mm
Enclosure

iVIEWIT

"I view it!"

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444


August 3, 2000

Proskauer Rose, LLP
2255 Glades Road
Suite 340W
Boca Raton, FL 33431
Attn.: Chris Wheeler

Dear Chris:

Enclosed herewith please find a copy of the Confidentiality Agreement executed by Larry Talisman, of the Talisman Group, for your records.

Sincerely,



Martha Mantecon
Executive Assistant/Office Manager

/mm

Enclosure

iviewIT

"I view it!"

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

July 19, 2000

Mr. Chris Wheeler
Proskauer Rose LLP
2255 Glades Road
Suite 340W
Boca Raton, FL 33431

Re: Confidentiality Agreement

Dear Chris:

Enclosed please find a copy of the iviewit Confidentiality Agreement executed by Steven J. Feder of Pepper Hamilton, LLP for your records.

Sincerely,


Martha Mantecon

/mm
Enclosures



"I view it!"

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

June 6, 2000

Chris Wheeler
Proskauer Rose, LLP
One Boca Place
Suite 340 West
2255 Glades Road
Boca Raton, FL 33431

Dear Chris,

For your records, please find the enclosed original Non-Disclosure Agreements executed by Michael Reale and Mary Viadero.

Thank you for your attention to this matter.

Sincerely,

Martha C. Mantecon

MM/jk
Enclosures



"I view it!"

www.Iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

June 5, 2000

Chris Wheeler
Proskauer Rose, LLP
One Boca Place
Suite 340 West
2255 Glades Road
Boca Raton, FL 33431

Dear Chris,

For your records, please find the enclosed copy of the Confidentiality Agreement executed by the Senior Executive V.P. of TVN Entertainment Corp.

Thank you for your attention to this matter.

Sincerely,

Martha C. Mantecon

MM/jk
Enclosures



"I view it!"

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

May 25, 2000

Chris Wheeler
Proskauer Rose, LLP
One Boca Place
Suite 340 West
2255 Glades Road
Boca Raton, FL 33431

Dear Chris,

For your records, please find the enclosed copies of the Confidentiality Agreements executed by David Baron, Steven Joanis and Philip Leigh.

Thank you for your attention to this matter.

Sincerely,

Martha C. Mantecon

MM/jk
Enclosures



iVIEWIT

"I view it!"

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

May 17 , 2000

Chris Wheeler
Proskauer Rose, LLP
One Boca Place
Suite 340 West
2255 Glades Road
Boca Raton, FL 33431

Dear Chris,

For your records, please find the enclosed copy of the Confidentiality Agreement executed by Martin Magida of Paine Webber Inc.

Thank you for your attention to this matter.

Sincerely,

Martha C. Mantecon

MM/jk
Enclosure



"I view it!"

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

May 8, 2000


Proskauer Rose
2255 Glades Road
Suite 337W
Boca Raton, FL 33431
Attn.: Chris Wheeler

Dear Chris:

Enclosed please find the Confidentiality Agreements executed by Andrew Rose of Marketing Ink and Claire Wiggill of Wachovia Securities, Inc. for your records.

Thank you for your attention to this matter.

Sincerely,


Martha Mantecon

/mm
Enclosure

iVIEW!T

"I view it!"

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

April 28, 2000

Chris Wheeler
Proskauer Rose, LLP
One Boca Place
Suite 340 West
2255 Glades Road
Boca Raton, FL 33431

Dear Chris,

For your records, please find the enclosed copy of the Confidentiality Agreement executed by Randy Rock of Ryan Beck & Co.

Thank you for your attention to this matter.

Sincerely,



Martha C. Mantecon

MM/jk
Enclosures



"I view it!"

www.iviewit.com

2255 Glades Road Ste 337W

Boca Raton, FL 33431

Voice: 561.999.8899

Fax: 561.999.8810

Toll Free: 877.484.8444

April 25, 2000

Christopher Wheeler, Esq.
Proskauer Rose
2255 Glades Road
Suite 340W
Boca Raton, Florida 33431

Dear Chris:

Enclosed please find a copy of the Confidentiality Agreement executed by Raymond Hirsch for your records.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Martha Mantecon".

Martha Mantecon

/mm

Enclosure



One Boca Place, 2255 Glades Road, Ste. 337, Boca Raton, FL 33431

561.999.8899 - FAX 561.999.8810 - www.iViewit.com

April 20, 2000

Chris Wheeler
Proskauer Rose, LLP
One Boca Place
Suite 340 West
2255 Glades Road
Boca Raton, FL 33431

Dear Chris,

For your records, please find the enclosed copies of the Confidentiality Agreements executed by Mark Leavitt and Bear Stearns & Co., Inc.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Martha C. Mantecon".

Martha C. Mantecon

MM/jk
Enclosures



One Boca Place, 2255 Glades Road, Ste. 337, Boca Raton, FL 33431

561.999.8899 - FAX 561.999.8810 - www.iViewit.com

March 2, 2000

Proskauer Rose
One Boca Place
2255 Glades Road
Suite 340W
Boca Raton, Florida 33431
Attn.: Christopher Wheeler

Dear Chris:

Enclosed herewith please find a copy of the Confidentiality Agreements executed by Charles M. Moore, an outside contractor working our technology lab.

If you need anything further, please do not hesitate to contact me.

Sincerely,


Martha Mantecon

/mm
Enclosures



One Boca Place, 2255 Glades Road, Ste. 337, Boca Raton, FL 33431
561.999.8899 - FAX 561.999.8810 - www.iViewit.com

February 23, 2000

Proskauer Rose
One Boca Place
2255 Glades Road
Suite 340W
Boca Raton, Florida 33431
Attn.: Christopher Wheeler

Dear Chris:

Enclosed herewith please find copies of the Confidentiality Agreements executed by Paul C. Pershes and Tom O'Brien.

If you need anything further, please do not hesitate to contact me.

Sincerely,


Martha Mantecón

/mm
Enclosures



One Boca Place, 2255 Glades Road, Ste. 337, Boca Raton, FL 33431
561.999.8899 - FAX 561.999.8810 - www.iViewit.com

February 14, 2000

Proskauer Rose
One Boca Place
2255 Glades Road
Suite 340W
Boca Raton, Florida 33431
Attn.: Christopher Wheeler

Dear Chris:

Enclosed herewith please find copies of the Confidentiality Agreements executed by Naomi Middleman and Ronald Solomon of Gear Magazine, and Shiro F. Shiraga.

If you need anything further, please do not hesitate to contact me.

Sincerely,


Martha Mantecon

/mm
Enclosures



One Boca Place, 2255 Glades Road, Ste. 337, Boca Raton, FL 33431
561.999.8899 - FAX 561.999.8810 - www.iViewit.com

February 7, 2000

Proskauer Rose
One Boca Place
2255 Glades Road – Suite 340W
Boca Raton, FL 33431
Attn.: Chris Wheeler

Dear Chris:

Enclosed herewith please find a copy of the Confidentiality Agreement, executed by Tammy Raymond from Headway, for your records.

Thank you for your attention to this matter.

Sincerely,


Martha Mantecon

/mm
Enclosures



iView it.com

One Boca Place, 2255 Glades Road, Ste. 337, Boca Raton, FL 33431
561.999.8899 - FAX 561.999.8810 - www.iViewit.com

January 25, 2000

Proskauer Rose
One Boca Place
2255 Glades Road – Suite 340W
Boca Raton, FL 33431
Attn.: Chris Wheeler

Dear Chris:

Enclosed herewith please find a copy of the Confidentiality Agreement executed by VentureAllies.com for your records.

Thank you for your attention to this matter.

Sincerely,

Martha Mantecon

/mm
Enclosures



One Boca Place, 2255 Glades Road, Ste. 337, Boca Raton, FL 33431
561.999.8899 - FAX 561.999.8810 - www.iViewit.com

January 20, 2000

Proskauer Rose
One Boca Place
2255 Glades Road
Suite 340W
Boca Raton, FL 33431
Attn.: Chris Wheeler

Dear Chris:

Enclosed herewith please find a copy of the Confidentiality Agreement executed by Michael Lu of Medical OnLine, Inc. for your records.

Thank you for your attention to this matter.

Sincerely,


Martha Mantecon

/mm

Enclosure



One Boca Place, 2255 Glades Road, Ste. 337, Boca Raton, FL 33431
561.999.8899 - FAX 561.999.8810 - www.iViewit.com

January 12, 2000

Proskauer Rose
One Boca Place
Suite 340 West
2255 Glades Road
Boca Raton, FL 33431-7360
Attn: Chris Wheeler

RE: Confidentiality Agreement

Dear Chris:

Enclosed herewith please find a copy of Confidentiality Agreement executed by Allen Shapiro for you records.

Thank you for your attention to this matter.

Sincerely,


Martha Mantecon

/mm
Enclosure



iviewit.com

One Boca Place, 2255 Glades Road, Ste. 337, Boca Raton, FL 33431

561.999.8899 - FAX 561.999.8810 - www.iviewit.com

December 17, 1999

Proskauer Rose LLP
2255 Glades Road
Suite 340W
Boca Raton, FL 33431
Attn.: Chris Wheeler

Dear Chris:

Enclosed herewith please find a copy of the Confidentiality Agreement executed by J. Michael Madigan for your records.

Sincerely,


Martha Mantecon

/mm
Enclosure



One Boca Place, 2255 Glades Road, Ste. 337, Boca Raton, FL 33431

561.999.8899 - FAX 561.999.8810 - www.ivewit.com

November 23, 1999

Proskauer Rose LLP
2255 Glades Road
Suite 340W
Boca Raton, FL 33431
Attn: Chris Wheeler

Dear Chris:

Enclosed herewith please find a copy of the Letter of Intent and Confidentiality Agreement executed by Scott Klososky of Webcast, Inc. for your records.

Sincerely,


Martha Mantecon

/mm
Enclosures



One Boca Place, 2255 Glades Road, Ste. 337, Boca Raton, FL 33431

561.999.8899 - FAX 561.999.8810 - www.ivewit.com

November 18, 1999

Chris Wheeler
Proskauer Rose, LLP
One Boca Place
West

Boca Raton, FL 33431

Dear Chris,

Enclosed herewith please find a copy of the confidentiality agreement executed by Darrell Crate.

Thank you for your attention to this matter.

Sincerely,

Martha Mantecon

MM/jk
enclosure



One Boca Place, 2255 Glades Road, Ste. 337, Boca Raton, FL 33431

561.999.8899 - FAX 561.999.8810 - www.ivewit.com

November 5, 1999

Proskauer Rose LLP
2255 Glades Road
Suite 340W
Boca Raton, FL 33431
Attn.: Chris Wheeler

Dear Chris:

~~Enclosed please find copies of the Confidentiality Agreement executed by Donald Miller and Jonathan Robbins for your record.~~

~~Thank you for your attention to this matter.~~

Sincerely,

A handwritten signature in cursive script that reads "Martha Mantecon".

Martha Mantecon

/mm

Enclosures



One Boca Place, 2255 Glades Road, Ste. 337, Boca Raton, FL 33431
561.999.8899 - FAX 561.999.8810 - www.ivewit.com

October 27, 1999

Proskauer Rose, LLP
2255 Glades Road
Suite 340W
Boca Raton, FL 33431
Attn.: Chris Wheeler

Dear Chris:

Enclosed please find for your record a copy of the Confidentiality Agreement executed by Brad Weber of Interactin Telecom Network, Inc.

Sincerely,


Martha Mantecon

/mm
Enclosure



One Boca Place, 2255 Glades Road, Ste. 337, Boca Raton, FL 33431
561.999.8899 - FAX 561.999.8810 - www.ivewit.com

October 26, 1999

Proskauer Rose, LLP
2255 Glades Road
Suite 340W
Boca Raton, FL 33431
Attn.: Chris Wheeler

Dear Chris:

Enclosed please find for your record a copy of the Confidentiality Agreement executed by Howard A. Feldman.

Sincerely,

A handwritten signature in cursive script that reads "Martha Mantecon".

Martha Mantecon

/mm
Enclosure



One Boca Place, 2255 Glades Road, Ste. 337, Boca Raton, FL 33431
561.999.8899 - FAX 561.999.8810 - www.ivewit.com

October 22, 1999

Proskauer Rose, LLC
2255 Glades Road
One Boca Place – Suite 340W
Boca Raton, FL 33431
Attn.: Chris Wheeler

Dear Chris:

Enclosed please find for your record copies of the Confidentiality Agreements executed by Rodney G. Smith and Kenneth Endelson.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Martha Mantecon".

Martha Mantecon

/mm

Enclosures

HAND-DELIVERED



One Boca Place, 2255 Glades Road, Ste. 337, Boca Raton, FL 33431
561.999.8899 - FAX 561.999.8810 - www.ivewit.com

October 20, 1999

Proskauer Rose, LLC
2255 Glades Road
One Boca Place – Suite 340W
Boca Raton, Florida 33431
Attn.: Chris Wheeler

Dear Chris:

Enclosed please find for your record a copy of the Confidentiality Agreement executed by Rand Eller.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Martha Mantecon".

Martha Mantecon

/mm

Enclosure



One Boca Place, 2255 Glades Road, Ste. 337, Boca Raton, FL 33431
561.999.8899 - FAX 561.999.8810 - www.ivewit.com

October 15, 1999

Proskauer Rose, LLC
2255 Glades Road
One Boca Place – Suite 340W
Boca Raton, Florida 33431
Attn.: Chris Wheeler

Dear Chris:

Enclosed please find for your record copies of the Confidentiality Agreement executed by Albert Chiang of Catterton Partners and Erika Lewin.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads 'Martha Mantecon'.

Martha Mantecon

/mm
Enclosure

As of June 26, 2001

Mr. Bill DuSha
971 Sanborn Avenue, Apt. 5
Los Angeles, CA 90029

Dear Bill:

This Agreement ("Agreement") is made and entered into as of the above date by and between Bill DuSha ("you" or "Consultant") and Iviewit Technologies, Inc. with an office at 505 N. Brand Blvd., Suite 1420, Glendale, CA 91203 ("Iviewit") with respect to your provision of services in connection with the Java Applet Adjustment and Customization Project (the "Project"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Iviewit and you agree as follows:

1. You agree to provide Iviewit with the following services (the "Services") in connection with the Project: adjustments and customizations for presentations to, and/or use by, certain customers of Iviewit of a Java applet for Iviewit proprietary technology. Any and all results, proceeds, and products of the Services are hereinafter referred to as "the Work."
2. As full compensation for the rights, products, and services provided by you under this Agreement, Iviewit will pay you \$350.00.
3. You acknowledge and agree that the Work is being specially ordered by Iviewit as a supplementary work, a contribution to a collective work, or an audiovisual work and, as such or as otherwise provided under applicable copyright laws, shall be deemed a "work-made-for-hire" for Iviewit. Accordingly, you further acknowledge and agree that Iviewit is and shall be deemed the author and/or the exclusive owner of the Work for all purposes and the exclusive owner throughout the world of all rights of any kind in the Work for all purposes. If, for any reason and pursuant to any relevant copyright law(s), you are ever deemed to be the Author of the Work or any element thereof, you agree that this Agreement shall constitute an irrevocable, perpetual assignment to Iviewit and its successors and assigns of any and all of your right, title, and interest in and to the Work under any such copyright law(s), including but not limited to any and all worldwide copyrights and renewals, extensions, and restorations thereof. You hereby irrevocably and unconditionally waive and agree never to make a claim based upon any so-called "droit moral," "moral rights," and all like rights in the Work however denominated throughout the world. You hereby transfer and assign to Iviewit and its successors and assigns all intellectual property rights (including, without limitation, all patent and trademark rights) in addition to those rights existing under relevant copyright laws. You grant Iviewit the right to use your name, likeness, and biographical information to promote and advertise the Project or any other use of the Work. You agree to execute, acknowledge, and/or deliver such additional documents as Iviewit may deem necessary to evidence, perfect, or effectuate Iviewit's rights in the Work. You hereby grant Iviewit the right, as your attorney-in-fact, to execute, acknowledge, deliver, and record in the U.S. Copyright Office, U.S. Patent Office or elsewhere, any such documents that you fail to execute, acknowledge, and/or deliver after Iviewit requests you to do so. You acknowledge that Iviewit shall not be obligated to exercise any of the rights granted herein or to make any use of the Work.
4. You represent and warrant that (i) you have the full power and authority to enter into and perform this Agreement and to grant all of the rights described herein and (ii) the Work is and will be wholly original with you and is not copied in whole or part from any other work (except materials supplied to you by Iviewit); and (iii) to the best of your knowledge, neither the Work nor Iviewit's use thereof will infringe upon or otherwise violate the personal or property rights of any third party.

5. Your remedies against Iviewit in the event of any breach or alleged breach of this Agreement shall be limited to an action to recover damages, if any, in an action at law. You hereby waive any right or remedy in equity, including but not limited to any right to rescind or terminate this Agreement or any of Iviewit's rights hereunder and any right to seek injunctive relief on any kind against Iviewit or its assignees.

6. You acknowledge that you have reviewed and understand the terms of this Agreement and that you have had the opportunity to review those terms with independent counsel.

7. Iviewit may freely assign this Agreement and any of its rights hereunder, in whole or part, to any person, firm, or corporation.

8. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement and this Agreement shall be reformed and construed as if such invalid or unenforceable provision had never been contained herein.

9. This Agreement is intended by the parties to set forth the final and complete understanding of their agreement concerning the subject matter hereof and expressly supersedes any prior agreements or understandings concerning that subject matter. This Agreement may not be amended or modified except in by a writing signed by both parties. This Agreement will be construed in accordance with the laws of the State of California, and any dispute between the parties concerning the subject matter of this Agreement will be submitted to the exclusive jurisdiction of courts located in Los Angeles or Glendale, California. This Agreement may be executed by original or facsimile signatures and in counterparts, each of which will be deemed an original, but all of which together will constitute a single instrument.

Sincerely yours,

Eliot I. Bernstein
For Iviewit Technologies, Inc.

ACKNOWLEDGED AND AGREED:

CONSULTANT:



Bill DuSha

Dated as of June 26, 2001

As of June 26, 2001

Mr. Bill DuSha
971 Sanborn Avenue, Apt. 5
Los Angeles, CA 90029

Dear Bill:

This Agreement ("Agreement") is made and entered into as of the above date by and between Bill DuSha ("you" or "Consultant") and Iviewit Technologies, Inc. with an office at 505 N. Brand Blvd., Suite 1420, Glendale, CA 91203 ("Iviewit") with respect to your provision of services in connection with the Java Applet Project (the "Project"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Iviewit and you agree as follows:

1. You agree to provide Iviewit with the following services (the "Services") in connection with the Project: preparation of a Java applet for Iviewit proprietary technology. Any and all results, proceeds, and products of the Services are hereinafter referred to as "the Work."
2. As full compensation for the rights, products, and services provided by you under this Agreement, Iviewit will pay you \$2,800.00.
3. If, for any reason and pursuant to any relevant copyright law(s), you are ever deemed to be the Author of the Work or any element thereof, you agree that this Agreement shall constitute an irrevocable, perpetual assignment to Iviewit and its successors and assigns of any and all of your right, title, and interest in and to the Work under any such copyright law(s), including but not limited to any and all worldwide copyrights and renewals, extensions, and restorations thereof. You hereby irrevocably and unconditionally waive and agree never to make a claim based upon any so-called "droit moral," "moral rights," and all like rights in the Work however denominated throughout the world. You hereby transfer and assign to Iviewit and its successors and assigns all intellectual property rights (including, without limitation, all patent and trademark rights) in addition to those rights existing under relevant copyright laws. You grant Iviewit the right to use your name, likeness, and biographical information to promote and advertise the Project or any other use of the Work. You agree to execute, acknowledge, and/or deliver such additional documents as Iviewit may deem necessary to evidence, perfect, or effectuate Iviewit's rights in the Work. You hereby grant Iviewit the right, as your attorney-in-fact, to execute, acknowledge, deliver, and record in the U.S. Copyright Office, U.S. Patent Office or elsewhere, any such documents that you fail to execute, acknowledge, and/or deliver after Iviewit requests you to do so. You acknowledge that Iviewit shall not be obligated to exercise any of the rights granted herein or to make any use of the Work.
4. You represent and warrant that (i) you have the full power and authority to enter into and perform this Agreement and to grant all of the rights described herein and (ii) the Work is and will be wholly original with you and is not copied in whole or part from any other work (except materials supplied to you by Iviewit); and (iii) to the best of your knowledge, neither the Work nor Iviewit's use thereof will infringe upon or otherwise violate the personal or property rights of any third party.
5. Your remedies against Iviewit in the event of any breach or alleged breach of this Agreement shall be limited to an action to recover damages, if any, in an action at law. You hereby waive any right or remedy in equity, including but not limited to any right to rescind or terminate this Agreement or any of Iviewit's rights hereunder and any right to seek injunctive relief on any kind against Iviewit or its assignees.
6. You acknowledge that you have reviewed and understand the terms of this Agreement and

that you have had the opportunity to review those terms with independent counsel.

7. Iviewit may freely assign this Agreement and any of its rights hereunder, in whole or part, to any person, firm, or corporation.

8. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement and this Agreement shall be reformed and construed as if such invalid or unenforceable provision had never been contained herein.

9. This Agreement is intended by the parties to set forth the final and complete understanding of their agreement concerning the subject matter hereof and expressly supersedes any prior agreements or understandings concerning that subject matter. This Agreement may not be amended or modified except in by a writing signed by both parties. This Agreement will be construed in accordance with the laws of the State of California, and any dispute between the parties concerning the subject matter of this Agreement will be submitted to the exclusive jurisdiction of courts located in Los Angeles or Glendale, California. This Agreement may be executed by original or facsimile signatures and in counterparts, each of which will be deemed an original, but all of which together will constitute a single instrument.

Sincerely yours,

Eliot I. Bernstein
For Iviewit Technologies, Inc.

ACKNOWLEDGED AND AGREED:

CONSULTANT:


Bill DuSha

Dated as of June 26, 2001

NON-COMPETITION, NON-DISCLOSURE AND PROPRIETARY RIGHTS AGREEMENT

THIS NON-COMPETITION, NON-DISCLOSURE AND PROPRIETARY RIGHTS AGREEMENT ("Agreement") is made as of the 6th day of December, 2000, by and between iviewit Technologies, Inc., a Delaware corporation (the "Company"), whose principal place of business is 2255 Glades Road, Suite 337-W, Boca Raton, Florida 33431-7360 and Steven Sklar, an individual whose address is 7230 Pacific View Drive, Los Angeles, CA 90068 ("Individual").

RECITALS

A. Individual has acted and continues to act as Chief Financial Officer of the Company and has become familiar with the business of developing, owning, licensing and marketing apparatuses and methods for producing enhanced digital images and video for use on the Internet and the World Wide Web (the "Business") through the Company and the Company's parent, subsidiaries and affiliates (collectively with the Company, "Company Entities").

B. The Company has provided substantial opportunities to Individual in the conduct of Individual's position including, but not limited to, present and future earnings, access to potential and existing customers, clients and the Company's proprietary information.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by both parties, Individual agrees as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Covenant Not-to-Compete/Non-Solicitation.

a. General; Duration of Covenant. The Individual covenants and agrees that during his or her employment with the Company, and for a period of twelve (12) months after such employment is terminated thereafter (the "Restricted Period"), Individual will not, without the prior written consent of Company, directly or indirectly, have any involvement with any business or enterprise (whether as a sole proprietor, partner, member, stockholder, director, officer, employee, consultant or in any other capacity as principal or agent, except for an interest of less than one percent (1%) of the outstanding shares of a publicly-held corporation, which is competitive to any Company Entity, whose outstanding stock is owned of record by one hundred (100) or more shareholders), which competes with any Company Entity in the "Restricted Territory", as defined below.

b. Definition of Competition. For purposes of this Agreement, competition with a Company Entity shall mean engagement or employment in or by any business or enterprise which is engaged, directly or indirectly, in whole or in part, in the same business as the Company's Business.

c. Restricted Territory. For purposes of this Agreement, and in recognition of the world-wide market for the Company's products and services and the world wide accessibility of the World Wide Web, the "Restricted Territory" shall be world wide.

d. Solicitation of Employees. During the Restricted Period, Individual shall not, directly or indirectly, induce, solicit, disrupt, influence, interfere, combine or conspire with, or attempt to induce, influence, interfere, combine or conspire with, any of the employees of, or consultants to, a Company Entity to terminate their employment or engagement with, or compete against, a Company Entity.

e. **Solicitation of Accounts.** During the Restricted Period, Individual shall not, directly or indirectly, solicit, interfere with or disrupt or attempt to solicit, interfere with or disrupt any present or prospective relationship, contractual or otherwise, between a Company Entity and any client, customer, supplier, financing source, sales representative or other person or entity.

3. **Non-Disclosure of Confidential Information.**

a. **Treatment of Information.** The Individual acknowledges that the Company's Confidential Information (as hereinafter defined) constitutes valuable special and unique assets of the Company, access to and knowledge of which have been (and may be in the future) provided to the Individual by virtue of the Individual's employment (or other engagement or arrangement) for and on behalf of any Company Entity. In light of the highly competitive nature of the industry in which the Business is conducted, the Individual agrees that all Confidential Information heretofore or in the future obtained by the Individual shall be considered and treated as confidential.

b. **Ownership.** The Individual acknowledges that, as between the Company and the Individual, the Confidential Information and any and all rights and privileges provided under the patent, trademark, copyright, trade secret and other laws of the United States, the individual states thereof, and jurisdictions foreign thereto, and the goodwill associated therewith, have been, are and at all times will be, the property of the Company.

c. **Covenants.** The Individual agrees that he shall: (i) hold in confidence and not disclose or make available to any third party any Confidential Information unless so authorized in writing by the Company; (ii) exercise all reasonable efforts to prevent third parties from gaining access to the Confidential Information; (iii) not use, directly or indirectly, the Confidential Information in any respect of his business, except as necessary to evaluate the information in order to perform the Individual's duties and responsibilities to the Company; (iv) restrict the disclosure or availability of the Confidential Information to those who have read and understand this Agreement and who have a need to know the information in order to achieve the purposes of this Agreement; (v) not copy or modify any Confidential Information without the prior written consent of the Company; provided, however, that such copy or modification of any Confidential Information does not include any modifications or copying which would otherwise prevent the Individual from performing his duties and responsibilities to the Company; (vi) take such other protective measures as may be reasonably necessary to preserve the confidentiality of the Confidential Information; (vii) relinquish all rights he may have in any matter, such as drawings, documents, models, samples, photographs, patterns, templates, molds, tools or prototypes, and inventions, which may contain, embody or make use of the Confidential Information; (viii) promptly deliver to the Company any such matter as the Company may direct at any time; and (ix) not retain any copies or other reproductions thereof. Individual acknowledges that he has had access to, or been provided with, Confidential Information prior to the date of this Agreement and that all such Information shall be entitled to the protections set forth in this Agreement.

d. **Confidential Information Defined.** The term "Confidential Information" means trade secrets, private or secret processes, methods and ideas customer lists and information concerning the Company's products, services, technologies, business records and plans, inventions, product design information, data or database, or other computer programs and listings, source code and/or subject code, copyrights, trademarks, trade secrets, patents, patent applications, patent designs, proprietary information, formulae, protocols, forms, procedures, development, technical information, know-how, show-how, marketing activities and procedures, method for operating of the Company's Business, credit and financial data concerning the Company, projections, the Company's clients and client lists, supplier lists (which lists shall not only mean one or more of the names and addresses of the clients and

suppliers of the Company but it shall also encompass any and all information whatsoever regarding them, including their needs), and marketing and advertising practices and plans and information. The term "Confidential Information" shall also encompass all similar information owned or regarding any of the Company Entities.

e. Exceptions. Excluded from the Confidential Information, and therefore not subject to the provisions of this Section 3, shall be any information which: (i) at the time of disclosure, is in the public domain as evidenced by printed publications; (ii) after the disclosure, enters the public domain by way of printed publication through no fault of the Individual; (iii) the Individual can show by written documentation that the Confidential Information was in the Individual's possession at the time of disclosure and which was not acquired directly or indirectly from any Company Entity or any representative thereof (whether before or after the date of this Agreement); or (iv) the Individual can show by written documentation was acquired, after disclosure, from a third party who did not receive it from any Company Entity or any representative thereof, and who had the right to disclose the information without any obligation to hold such information confidential. 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 Individual intends to avail himself/herself of any of the foregoing exceptions, the Individual shall first notify the Company in writing of his/her intention to do so and the basis for claiming the exception.

4. Inventions.

a. Disclosure. The Individual agrees to promptly inform and to disclose to the Company in writing (whether patentable or not) any and all inventions, developments, procedures, ideas, innovations, systems, programs, techniques, processes, information, discoveries, improvements and modifications, industrial designs, mask works, however fixed or encoded that are suitable to be fixed, embedded or programmed in a semiconductor product (whether recordable or not) and all works of authorship (whether or not copyright protection may be obtained for it) created, conceived or developed by the Individual, either alone or with others, directly or indirectly, which meet any of the following criteria:

i. arise in whole or in part from any services rendered to, for or on behalf of any Company Entity (including without limitation, all such services relating to the period before the date of this Agreement);

ii. are created, conceived or developed by the Individual based upon, in whole or in part, any Confidential Information;

iii. relate to the present or anticipated business of any Company Entity, including without limitation, the development and commercialization of apparatuses and methods for producing enhanced digital images or digital video for display on any medium, including the Internet and world wide web, as well as any applications therefor and/or improvements thereon (the "Digital Processing and Display Technology");

iv. relate to any actual or demonstrably anticipated research or development work of any of the Company Entities; or

v. were invented utilizing any of the Company Entities' equipment, supplies, facilities, time or any information (whether or not considered Confidential Information) obtained from or useful to the Company or any of the Company Entities.

All of the foregoing are collectively referred to herein as "Inventions" and individually as an "Invention". For purposes of this Agreement, the term "Inventions" shall include not only Inventions created, conceived or developed after the date of this Agreement, but also all Inventions created, conceived or developed prior to the date of this Agreement, including specifically any and all Inventions relating to the Digital Processing and Display Technology. Any item of the nature identified in this subparagraph a. which was or is created, conceived or developed at anytime prior to the date hereof through the date that is three (3) years after the last date upon which any consulting or similar services were rendered by the Individual to any Company Entity shall be conclusively presumed to be an Invention for purposes of this Agreement.

b. Assignment. All Inventions, and all rights relating thereto, shall be assigned by virtue of this Agreement and without further action by the Individual to the Company and shall be and shall remain the exclusive property of the Company. Individual shall execute any and all Assignments and/or other formal papers perfecting and/or transferring all right, title and/or interest in the name of the Company.

c. Ownership. The Company shall own title to all Inventions (including without limitation, patent applications, patents, trademarks, copyrights and trademarks). With respect to each Invention assigned to the Company, the Individual hereby grants, transfers and assigns to the Company all of his world-wide rights, title and interest, if any, in any and all written materials (including but not limited to programmed instructional material), pictorial reproductions, drawings and other graphic representations and works of similar nature upon which he may be engaged in, including rights to translation and reproductions in all forms or formats and the copyrights thereto, if any, and the Individual agrees that the Company may copyright said materials in the Company's name and secure renewal, reissues and extensions of such copyrights for such periods of time as the law may permit. Individual specifically agrees that all copyrightable material generated or developed under this Agreement shall be considered works "made for hire" (as that term is defined pursuant to the U.S. Copyright Act of 1976, as amended) and that such material shall, upon creation, be owned exclusively by Company. To the extent that any such material, under applicable law, may not be considered works made for hire, Individual hereby assigns to Company all right, title and interest in the ownership of copyright in such materials, without the necessity of any further consideration, and Company shall be entitled to obtain and hold in Company's own name all copyrights in respect of such materials. Without limiting the generality of the foregoing, Individual acknowledges that he has not been granted any license or other right to use any Invention.

d. The Individual's Assistance. The Individual agrees to assist the Company in obtaining patents or copyrights on any Inventions assigned to the Company that the Company, in its sole discretion, seeks to patent or copyright. The Individual also agrees to sign all documents (including assignments in form requested by the Company) and do all things necessary to obtain such patents or copyrights, to further assign them to the Company, and to protect the Company against infringement by other parties. The Individual agrees that such actions will be without compensation to the Individual.

e. Attorney-in-Fact. The Individual irrevocably appoints any Company-selected designee to act as his agent and attorney-in-fact to perform all acts necessary to obtain patents and/or copyrights as required by this Agreement if the Individual (i) refuses to perform those acts or (ii) is unavailable,

within the meaning of the United States Patent and Copyright Laws. It is expressly intended by the Individual that the foregoing power of attorney is coupled with an interest.

f. Records. The Individual shall keep complete, accurate and authentic information and records on all Inventions in the manner and form reasonably requested by the Company. Such information and records, and all copies thereof, shall be the property of the Company as to any Inventions within the meaning of this Agreement and shall constitute Confidential Information. In addition, the Individual agrees to promptly surrender all such original and copies of such information and records at the request of the Company.

5 Reasonableness and Enforcement of Restrictions.

a Reasonableness. The Individual hereby agrees that the restrictions imposed upon Individual by the provisions of this Agreement are fair and reasonable and are reasonably required for the protection of the Company. In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof. The Individual acknowledges that the covenants and agreements set forth in Sections 2 through 6 hereof are and were a material inducement to the Company to (i) employ, engage, consult or otherwise use the services of, the Individual, and (ii) permit access to the Confidential Information by the Individual.

b Enforcement. The parties hereby agree that any violation by Individual of the covenants contained in this Agreement shall cause irreparable damage to the Company for which Company will have no adequate remedy at law. In the event that the Individual breaches any of the covenants contained in this Agreement, the Individual hereby agrees and acknowledges that the Company, upon the filing of an action in a Court of competent jurisdiction, shall be immediately entitled to the issuance of an ex parte preliminary injunction enjoining the Individual from continuing any such breach. Individual acknowledges and agrees that the provisions of this Agreement, including, without limitation, the provisions of Section 2-4 may be enforced by the Company or any successor or assign of the Company. Individual agrees to indemnify and hold harmless the Company for all costs, damages, expenses and liabilities incurred by the Company or any Company Entity arising or relating to any breach of this Agreement by Individual.

6 Individual Representations. Individual hereby represents and warrants that Individual has full right and authority to perform Individual's obligations hereunder, and that Individual has neither assigned nor otherwise entered into an agreement by which Individual purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with Individual's obligations under this Agreement.

7 Miscellaneous.

a Binding Effect. Except as herein otherwise provided, this Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their personal representatives, successors, heirs and assigns.

b Severability. Invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provisions.

c Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the

plural and vice versa. Titles of Sections are for convenience only, and neither limit nor amplify the provisions of the Agreement itself, and all references herein to Sections or subdivisions thereof shall refer to the corresponding Article, Section or subdivision thereof of this Agreement, unless specified. If a reference is made to such Sections or subdivisions of another document or instrument.

d **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without giving effect to any conflicts of law principles.

e **Entire Agreement.** This Agreement contains the entire understanding between the parties, supersedes all other negotiations understandings and representations (if any) made by and among such parties, and may not be changed or modified except by an Agreement in writing signed by all the parties.

f **Submission to Jurisdiction.** Each of the parties to this Agreement irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought in the circuit court located in Palm Beach County, Florida or the court of the United States, Southern District of Florida; (b) consents to the jurisdiction of each such court located in any such suit, action or proceeding; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agrees that service of any court paper may be affected on such party by mail, as provided in this Agreement or in such other manner as may be provided under applicable laws or court rules in said state.

g **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed to be delivered when either hand delivered or deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the addresses first stated herein, or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as provided herein.

h **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed an original.

i **Attorneys' Fees.** If any legal action or other proceeding is brought by the Company for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation by the Individual in connection with any provision of this Agreement, the Company if successful in such legal action or other proceeding, shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that action or proceeding, in addition to any other relief to which the Company may be entitled.

j **Survival.** The provisions of Sections 2 through 7 hereof shall survive any termination of this Agreement.

k **Injunctive Relief.** Individual acknowledges and agrees that in the event Individual violates any term, covenant or provision of this Agreement, the Company will suffer irreparable harm for which the Company will have no adequate remedy at law. Individual agrees that the Company shall be entitled to injunctive relief for any breach or violation of this agreement, including but not limited to the issuance of an ex parte preliminary injunction as set forth in Section 5 b., above, in addition to and not in limitation of any and all other remedies available to the Company at law or in equity. No remedy herein conferred upon the Company is intended to be exclusive of any other remedy, and each and

every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by the Company of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

l No Offsets. The existence of any claim or cause of action of Individual against any Company Entity, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of this Agreement.

m Employment Status. If Individual is an employee of the Company, nothing in this Agreement shall be construed or deemed to establish a definite term of employment, and subject to the terms of any separate written employment agreement between the parties (an "Employment Agreement"), both the Company and Individual retain the right to terminate the employment relationship at any time and for any reason. Except as set forth in any Employment Agreement, the parties agree that the Individual, if an employee of the Company, is an "at will" employee.

n Waiver of Jury Trial. THE COMPANY AND THE INDIVIDUAL MUTUALLY AND WILLINGLY WAIVE THE RIGHT OF A TRIAL BY JURY OF ANY AND ALL CLAIMS MADE BETWEEN THEM WHETHER NOW EXISTING OR ARISING IN THE FUTURE, INCLUDING WITHOUT LIMITATION ANY AND ALL CLAIMS, DEFENSES, COUNTERCLAIMS, CROSSCLAIMS AND THIRD PARTY CLAIMS ARISING FROM OR RELATED TO THE NEGOTIATION, EXECUTION, BREACH AND/OR PERFORMANCE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement, in lieu of any prior agreement, on the day and year first written above.

Signed, sealed and delivered in the presence of:

Witnesses:

iviewit Technologies, Inc.

Print Name

By: _____
Its: President

Print Name

THE INDIVIDUAL ACKNOWLEDGES AND AGREES THAT INDIVIDUAL HAS READ AND UNDERSTANDS THE TERMS SET FORTH IN THIS AGREEMENT AND HAS BEEN GIVEN A REASONABLE OPPORTUNITY TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS AGREEMENT.

Witnesses:

"Individual"

Print Name

Ricky Sethi

RICKY SETHI Print Name

Print Name

CONFIDENTIALITY AGREEMENT

Ivewit.com, Inc., a Delaware corporation, having an office at 505 N. Brand Blvd., Suite 1420, Glendale, CA 91203 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information"), and if the undersigned obtains the results of any searches for any patents, publications, or other printed information relevant to the Patent Information during the course of evaluating potential business opportunities with the Company in accordance with the purpose of this agreement, then the undersigned agrees to provide the Company with such search results.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees and advisors who have executed a written confidentiality agreement with the undersigned and 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 this Agreement by such employees and advisors) without the prior written consent of an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

This Agreement shall be governed by the internal laws of the State of California. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the the State of California located in Los Angeles or Glendale, California and/or the District Court of the United States located in Los Angeles, California.

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

IF	A	COMPANY:	IF AN INDIVIDUAL:
(Company Name)			<i>William Dush</i> (Signature)
(Company Address)			WILLIAM DUSHER (Printed Name)
(Company City, State, Zip)			6/5/01 (Date)
BY:			971 SANBORN #5 (Address)
(Signature)			LA CA 90029 (City, State, Zip)
(Printed Name)			
(Title)			
(Date)			
			ATTACHMENT? <input type="checkbox"/> YES <input type="checkbox"/> NO

NON-COMPETITION, NON-DISCLOSURE AND PROPRIETARY RIGHTS AGREEMENT

THIS NON-COMPETITION, NON-DISCLOSURE AND PROPRIETARY RIGHTS AGREEMENT ("Agreement") is made as of the 6th day of December, 2000, by and between iviewit Technologies, Inc., a Delaware corporation (the "Company"), whose principal place of business is 2255 Glades Road, Suite 337-W, Boca Raton, Florida 33431-7360 and Steven Sklar, an individual whose address is 7230 Pacific View Drive, Los Angeles, CA 90068 ("Individual").

RECITALS

A. Individual has acted and continues to act as Chief Financial Officer of the Company and has become familiar with the business of developing, owning, licensing and marketing apparatuses and methods for producing enhanced digital images and video for use on the Internet and the World Wide Web (the "Business") through the Company and the Company's parent, subsidiaries and affiliates (collectively with the Company, "Company Entities").

B. The Company has provided substantial opportunities to Individual in the conduct of Individual's position including, but not limited to, present and future earnings, access to potential and existing customers, clients and the Company's proprietary information.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by both parties, Individual agrees as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Covenant Not-to-Compete/Non-Solicitation.

a. General; Duration of Covenant. The Individual covenants and agrees that during his or her employment with the Company, and for a period of twelve (12) months after such employment is terminated thereafter (the "Restricted Period"), Individual will not, without the prior written consent of Company, directly or indirectly, have any involvement with any business or enterprise (whether as a sole proprietor, partner, member, stockholder, director, officer, employee, consultant or in any other capacity as principal or agent, except for an interest of less than one percent (1%) of the outstanding shares of a publicly-held corporation, which is competitive to any Company Entity, whose outstanding stock is owned of record by one hundred (100) or more shareholders), which competes with any Company Entity in the "Restricted Territory", as defined below.

b. Definition of Competition. For purposes of this Agreement, competition with a Company Entity shall mean engagement or employment in or by any business or enterprise which is engaged, directly or indirectly, in whole or in part, in the same business as the Company's Business.

c. Restricted Territory. For purposes of this Agreement, and in recognition of the world-wide market for the Company's products and services and the world wide accessibility of the World Wide Web, the "Restricted Territory" shall be world wide.

d. Solicitation of Employees. During the Restricted Period, Individual shall not, directly or indirectly, induce, solicit, disrupt, influence, interfere, combine or conspire with, or attempt to induce, influence, interfere, combine or conspire with, any of the employees of, or consultants to, a Company Entity to terminate their employment or engagement with, or compete against, a Company Entity.

e. Solicitation of Accounts. During the Restricted Period, Individual shall not, directly or indirectly, solicit, interfere with or disrupt or attempt to solicit, interfere with or disrupt any present or prospective relationship, contractual or otherwise, between a Company Entity and any client, customer, supplier, financing source, sales representative or other person or entity.

3. Non-Disclosure of Confidential Information.

a. Treatment of Information. The Individual acknowledges that the Company's Confidential Information (as hereinafter defined) constitutes valuable special and unique assets of the Company, access to and knowledge of which have been (and may be in the future) provided to the Individual by virtue of the Individual's employment (or other engagement or arrangement) for and on behalf of any Company Entity. In light of the highly competitive nature of the industry in which the Business is conducted, the Individual agrees that all Confidential Information heretofore or in the future obtained by the Individual shall be considered and treated as confidential.

b. Ownership. The Individual acknowledges that, as between the Company and the Individual, the Confidential Information and any and all rights and privileges provided under the patent, trademark, copyright, trade secret and other laws of the United States, the individual states thereof, and jurisdictions foreign thereto, and the goodwill associated therewith, have been, are and at all times will be, the property of the Company.

c. Covenants. The Individual agrees that he shall: (i) hold in confidence and not disclose or make available to any third party any Confidential Information unless so authorized in writing by the Company; (ii) exercise all reasonable efforts to prevent third parties from gaining access to the Confidential Information; (iii) not use, directly or indirectly, the Confidential Information in any respect of his business, except as necessary to evaluate the information in order to perform the Individual's duties and responsibilities to the Company; (iv) restrict the disclosure or availability of the Confidential Information to those who have read and understand this Agreement and who have a need to know the information in order to achieve the purposes of this Agreement; (v) not copy or modify any Confidential Information without the prior written consent of the Company; provided, however, that such copy or modification of any Confidential Information does not include any modifications or copying which would otherwise prevent the Individual from performing his duties and responsibilities to the Company; (vi) take such other protective measures as may be reasonably necessary to preserve the confidentiality of the Confidential Information; (vii) relinquish all rights he may have in any matter, such as drawings, documents, models, samples, photographs, patterns, templates, molds, tools or prototypes, and inventions, which may contain, embody or make use of the Confidential Information; (viii) promptly deliver to the Company any such matter as the Company may direct at any time; and (ix) not retain any copies or other reproductions thereof. Individual acknowledges that he has had access to, or been provided with, Confidential Information prior to the date of this Agreement and that all such Information shall be entitled to the protections set forth in this Agreement.

d. Confidential Information Defined. The term "Confidential Information" means trade secrets, private or secret processes, methods and ideas customer lists and information concerning the Company's products, services, technologies, business records and plans, inventions, product design information, data or database, or other computer programs and listings, source code and/or subject code, copyrights, trademarks, trade secrets, patents, patent applications, patent designs, proprietary information, formulae, protocols, forms, procedures, development, technical information, know-how, show-how, marketing activities and procedures, method for operating of the Company's Business, credit and financial data concerning the Company, projections, the Company's clients and client lists, supplier lists (which lists shall not only mean one or more of the names and addresses of the clients and

suppliers of the Company but it shall also encompass any and all information whatsoever regarding them, including their needs), and marketing and advertising practices and plans and information. The term "Confidential Information" shall also encompass all similar information owned or regarding any of the Company Entities.

e. Exceptions. Excluded from the Confidential Information, and therefore not subject to the provisions of this Section 3, shall be any information which: (i) at the time of disclosure, is in the public domain as evidenced by printed publications; (ii) after the disclosure, enters the public domain by way of printed publication through no fault of the Individual; (iii) the Individual can show by written documentation that the Confidential Information was in the Individual's possession at the time of disclosure and which was not acquired directly or indirectly from any Company Entity or any representative thereof (whether before or after the date of this Agreement); or (iv) the Individual can show by written documentation was acquired, after disclosure, from a third party who did not receive it from any Company Entity or any representative thereof, and who had the right to disclose the information without any obligation to hold such information confidential. 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 Individual intends to avail himself/herself of any of the foregoing exceptions, the Individual shall first notify the Company in writing of his/her intention to do so and the basis for claiming the exception.

4. Inventions.

a. Disclosure. The Individual agrees to promptly inform and to disclose to the Company in writing (whether patentable or not) any and all inventions, developments, procedures, ideas, innovations, systems, programs, techniques, processes, information, discoveries, improvements and modifications, industrial designs, mask works, however fixed or encoded that are suitable to be fixed, embedded or programmed in a semiconductor product (whether recordable or not) and all works of authorship (whether or not copyright protection may be obtained for it) created, conceived or developed by the Individual, either alone or with others, directly or indirectly, which meet any of the following criteria:

i. arise in whole or in part from any services rendered to, for or on behalf of any Company Entity (including without limitation, all such services relating to the period before the date of this Agreement);

ii. are created, conceived or developed by the Individual based upon, in whole or in part, any Confidential Information;

iii. relate to the present or anticipated business of any Company Entity, including without limitation, the development and commercialization of apparatuses and methods for producing enhanced digital images or digital video for display on any medium, including the Internet and world wide web, as well as any applications therefor and/or improvements thereon (the "Digital Processing and Display Technology");

iv. relate to any actual or demonstrably anticipated research or development work of any of the Company Entities; or

v. were invented utilizing any of the Company Entities' equipment, supplies, facilities, time or any information (whether or not considered Confidential Information) obtained from or useful to the Company or any of the Company Entities.

All of the foregoing are collectively referred to herein as "Inventions" and individually as an "Invention". For purposes of this Agreement, the term "Inventions" shall include not only Inventions created, conceived or developed after the date of this Agreement, but also all Inventions created, conceived or developed prior to the date of this Agreement, including specifically any and all Inventions relating to the Digital Processing and Display Technology. Any item of the nature identified in this subparagraph a. which was or is created, conceived or developed at anytime prior to the date hereof through the date that is three (3) years after the last date upon which any consulting or similar services were rendered by the Individual to any Company Entity shall be conclusively presumed to be an Invention for purposes of this Agreement.

b. Assignment. All Inventions, and all rights relating thereto, shall be assigned by virtue of this Agreement and without further action by the Individual to the Company and shall be and shall remain the exclusive property of the Company. Individual shall execute any and all Assignments and/or other formal papers perfecting and/or transferring all right, title and/or interest in the name of the Company.

c. Ownership. The Company shall own title to all Inventions (including without limitation, patent applications, patents, trademarks, copyrights and trademarks). With respect to each Invention assigned to the Company, the Individual hereby grants, transfers and assigns to the Company all of his world-wide rights, title and interest, if any, in any and all written materials (including but not limited to programmed instructional material), pictorial reproductions, drawings and other graphic representations and works of similar nature upon which he may be engaged in, including rights to translation and reproductions in all forms or formats and the copyrights thereto, if any, and the Individual agrees that the Company may copyright said materials in the Company's name and secure renewal, reissues and extensions of such copyrights for such periods of time as the law may permit. Individual specifically agrees that all copyrightable material generated or developed under this Agreement shall be considered works "made for hire" (as that term is defined pursuant to the U.S. Copyright Act of 1976, as amended) and that such material shall, upon creation, be owned exclusively by Company. To the extent that any such material, under applicable law, may not be considered works made for hire, Individual hereby assigns to Company all right, title and interest in the ownership of copyright in such materials, without the necessity of any further consideration, and Company shall be entitled to obtain and hold in Company's own name all copyrights in respect of such materials. Without limiting the generality of the foregoing, Individual acknowledges that he has not been granted any license or other right to use any Invention.

d. The Individual's Assistance. The Individual agrees to assist the Company in obtaining patents or copyrights on any Inventions assigned to the Company that the Company, in its sole discretion, seeks to patent or copyright. The Individual also agrees to sign all documents (including assignments in form requested by the Company) and do all things necessary to obtain such patents or copyrights, to further assign them to the Company, and to protect the Company against infringement by other parties. The Individual agrees that such actions will be without compensation to the Individual.

e. Attorney-in-Fact. The Individual irrevocably appoints any Company-selected designee to act as his agent and attorney-in-fact to perform all acts necessary to obtain patents and/or copyrights as required by this Agreement if the Individual (i) refuses to perform those acts or (ii) is unavailable,

within the meaning of the United States Patent and Copyright Laws. It is expressly intended by the Individual that the foregoing power of attorney is coupled with an interest.

f. Records. The Individual shall keep complete, accurate and authentic information and records on all Inventions in the manner and form reasonably requested by the Company. Such information and records, and all copies thereof, shall be the property of the Company as to any Inventions within the meaning of this Agreement and shall constitute Confidential Information. In addition, the Individual agrees to promptly surrender all such original and copies of such information and records at the request of the Company.

5 Reasonableness and Enforcement of Restrictions.

a Reasonableness. The Individual hereby agrees that the restrictions imposed upon Individual by the provisions of this Agreement are fair and reasonable and are reasonably required for the protection of the Company. In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof. The Individual acknowledges that the covenants and agreements set forth in Sections 2 through 6 hereof are and were a material inducement to the Company to (i) employ, engage, consult or otherwise use the services of, the Individual, and (ii) permit access to the Confidential Information by the Individual.

b Enforcement. The parties hereby agree that any violation by Individual of the covenants contained in this Agreement shall cause irreparable damage to the Company for which Company will have no adequate remedy at law. In the event that the Individual breaches any of the covenants contained in this Agreement, the Individual hereby agrees and acknowledges that the Company, upon the filing of an action in a Court of competent jurisdiction, shall be immediately entitled to the issuance of an ex parte preliminary injunction enjoining the Individual from continuing any such breach. Individual acknowledges and agrees that the provisions of this Agreement, including, without limitation, the provisions of Section 2-4 may be enforced by the Company or any successor or assign of the Company. Individual agrees to indemnify and hold harmless the Company for all costs, damages, expenses and liabilities incurred by the Company or any Company Entity arising or relating to any breach of this Agreement by Individual.

6 Individual Representations. Individual hereby represents and warrants that Individual has full right and authority to perform Individual's obligations hereunder, and that Individual has neither assigned nor otherwise entered into an agreement by which Individual purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with Individual's obligations under this Agreement.

7 Miscellaneous.

a Binding Effect. Except as herein otherwise provided, this Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their personal representatives, successors, heirs and assigns.

b Severability. Invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provisions.

c Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the

plural and vice versa. Titles of Sections are for convenience only, and neither limit nor amplify the provisions of the Agreement itself, and all references herein to Sections or subdivisions thereof shall refer to the corresponding Article, Section or subdivision thereof of this Agreement, unless specified. . . . referenced is made to such Sections or subdivisions of another document or instrument.

d Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without giving effect to any conflicts of law principles.

e Entire Agreement. This Agreement contains the entire understanding between the parties, supersedes all other negotiations understandings and representations (if any) made by and among such parties, and may not be changed or modified except by an Agreement in writing signed by all the parties.

f Submission to Jurisdiction. Each of the parties to this Agreement irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought in the circuit court located in Palm Beach County, Florida or the court of the United States, Southern District of Florida; (b) consents to the jurisdiction of each such court located in any such suit, action or proceeding; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agrees that service of any court paper may be affected on such party by mail, as provided in this Agreement or in such other manner as may be provided under applicable laws or court rules in said state.

g Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered when either hand delivered or deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the addresses first stated herein, or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as provided herein.

h Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed an original.

i Attorneys' Fees. If any legal action or other proceeding is brought by the Company for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation by the Individual in connection with any provision of this Agreement, the Company if successful in such legal action or other proceeding, shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that action or proceeding, in addition to any other relief to which the Company may be entitled.

j Survival. The provisions of Sections 2 through 7 hereof shall survive any termination of this Agreement.

k Injunctive Relief. Individual acknowledges and agrees that in the event Individual violates any term, covenant or provision of this Agreement, the Company will suffer irreparable harm for which the Company will have no adequate remedy at law. Individual agrees that the Company shall be entitled to injunctive relief for any breach or violation of this agreement, including but not limited to the issuance of an ex parte preliminary injunction as set forth in Section 5 b., above, in addition to and not in limitation of any and all other remedies available to the Company at law or in equity. No remedy herein conferred upon the Company is intended to be exclusive of any other remedy, and each and

every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by the Company of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

l No Offsets. The existence of any claim or cause of action of Individual against any Company Entity, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of this Agreement.

m Employment Status. If Individual is an employee of the Company, nothing in this Agreement shall be construed or deemed to establish a definite term of employment, and subject to the terms of any separate written employment agreement between the parties (an "Employment Agreement"), both the Company and Individual retain the right to terminate the employment relationship at any time and for any reason. Except as set forth in any Employment Agreement, the parties agree that the Individual, if an employee of the Company, is an "at will" employee.

n Waiver of Jury Trial. THE COMPANY AND THE INDIVIDUAL MUTUALLY AND WILLINGLY WAIVE THE RIGHT OF A TRIAL BY JURY OF ANY AND ALL CLAIMS MADE BETWEEN THEM WHETHER NOW EXISTING OR ARISING IN THE FUTURE, INCLUDING WITHOUT LIMITATION ANY AND ALL CLAIMS, DEFENSES, COUNTERCLAIMS, CROSSCLAIMS AND THIRD PARTY CLAIMS ARISING FROM OR RELATED TO THE NEGOTIATION, EXECUTION, BREACH AND/OR PERFORMANCE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement, in lieu of any prior agreement, on the day and year first written above.

Signed, sealed and delivered in the presence of:

Witnesses:

iviewit Technologies, Inc.

Print Name

By: _____

Its: President

Print Name

THE INDIVIDUAL ACKNOWLEDGES AND AGREES THAT INDIVIDUAL HAS READ AND UNDERSTANDS THE TERMS SET FORTH IN THIS AGREEMENT AND HAS BEEN GIVEN A REASONABLE OPPORTUNITY TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS AGREEMENT.

Witnesses:

"Individual"

Print Name

William Dusha

WILLIAM Dusha Print Name

Print Name

CONFIDENTIALITY AGREEMENT

Iviewit, Inc., a Delaware corporation, having an office at 505 N. Brand Blvd., Suite 1420, Glendale, CA 91203 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information"), and if the undersigned obtains the results of any searches for any patents, publications, or other printed information relevant to the Patent Information during the course of evaluating potential business opportunities with the Company in accordance with the purpose of this agreement, then the undersigned agrees to provide the Company with such search results.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees and advisors who have executed a written confidentiality agreement with the undersigned and 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 this Agreement by such employees and advisors) without the prior written consent of an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

This Agreement shall be governed by the internal laws of the State of California. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the the State of California located in Los Angeles or Glendale, California and/or the District Court of the United States located in Los Angeles, California.

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

IF _____ (Company Name)	A	COMPANY:	IF AN INDIVIDUAL: <i>Ricky Sethi</i> _____ (Signature)
_____ (Company Address)			RICKY SETHI _____ (Printed Name)
_____ (Company City, State, Zip)			5/24/1 _____ (Date)
BY: _____ (Signature)			105 N. Alhambra _____ (Address)
_____ (Printed Name)			Alhambra, CA 91801 _____ (City, State, Zip)
_____ (Title)			
_____ (Date)			
			ATTACHMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

CONFIDENTIALITY AGREEMENT

Iviewit, Inc., a Delaware corporation, having an office at 505 N. Brand Blvd., Suite 1420, Glendale, CA 91203 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information"), and if the undersigned obtains the results of any searches for any patents, publications, or other printed information relevant to the Patent Information during the course of evaluating potential business opportunities with the Company in accordance with the purpose of this agreement, then the undersigned agrees to provide the Company with such search results.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees and advisors who have executed a written confidentiality agreement with the undersigned and 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 this Agreement by such employees and advisors) without the prior written consent of an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

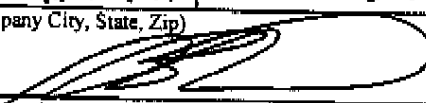
Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

This Agreement shall be governed by the internal laws of the State of California. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the the State of California located in Los Angeles or Glendale, California and/or the District Court of the United States located in Los Angeles, California.

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

IF ^A COMPANY:	IF AN INDIVIDUAL:
<u>OpenGraphics Corporation</u> (Company Name)	_____ (Signature)
<u>89 Scribenas Road</u> (Company Address)	_____ (Printed Name)
<u>Marlham, ON L3R 2J5</u> (Company City, State, Zip)	_____ (Date)
BY:  (Signature)	_____ (Address)
<u>STEPHEN B. SUTHERLAND</u> (Printed Name)	_____ (City, State, Zip)
<u>PRESIDENT + CEO</u> (Title)	
<u>5/26/01</u> (Date)	
	ATTACHMENT? <input type="checkbox"/> YES <input type="checkbox"/> NO

CONFIDENTIALITY AGREEMENT

Iviewit.com, Inc., a Delaware corporation, having an office at 505 N. Brand Blvd., Suite 1420, Glendale, CA 91203 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information"), and if the undersigned obtains the results of any searches for any patents, publications, or other printed information relevant to the Patent Information during the course of evaluating potential business opportunities with the Company in accordance with the purpose of this agreement, then the undersigned agrees to provide the Company with such search results.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees and advisors who have executed a written confidentiality agreement with the undersigned and 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 this Agreement by such employees and advisors) without the prior written consent of an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.


Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

This Agreement shall be governed by the internal laws of the State of California. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the the State of California located in Los Angeles or Glendale, California and/or the District Court of the United States located in Los Angeles, California.

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

IF	A	COMPANY:	IF AN INDIVIDUAL:
(Company Name)			 (Signature)
(Company Address)			Koki Yanaga (Printed Name)
(Company City, State, Zip)			6/5/2001 (Date)
BY:			5326 Littlebow Road (Address)
(Signature)			RPV, CA, 90275 (City, State, Zip)
(Printed Name)			
(Title)			
(Date)			
			ATTACHMENT? <input type="checkbox"/> YES <input type="checkbox"/> NO

CONFIDENTIALITY AGREEMENT

Iviewit.com, Inc., a Delaware corporation, having an office at 505 N. Brand Blvd., Suite 1420, Glendale, CA 91203 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information"), and if the undersigned obtains the results of any searches for any patents, publications, or other printed information relevant to the Patent Information during the course of evaluating potential business opportunities with the Company in accordance with the purpose of this agreement, then the undersigned agrees to provide the Company with such search results.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees and advisors who have executed a written confidentiality agreement with the undersigned and 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 this Agreement by such employees and advisors) without the prior written consent of an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

This Agreement shall be governed by the internal laws of the State of California. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the the State of California located in Los Angeles or Glendale, California and/or the District Court of the United States located in Los Angeles, California.

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

IF	A	COMPANY:	IF AN INDIVIDUAL:
(Company Name)			<u><i>Wai Tong</i></u> (Signature)
(Company Address)			<u>Wai Tong</u> (Printed Name)
(Company City, State, Zip)			<u>06/05/2001</u> (Date)
BY:			<u>10042 Washington St.</u> (Address)
(Signature)			<u>Bellflower, CA 90706</u> (City, State, Zip)
(Printed Name)			
(Title)			
(Date)			ATTACHMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

CONFIDENTIALITY AGREEMENT

Iviewit.com, Inc., a Delaware corporation, having an office at 505 N. Brand Blvd., Suite 1420, Glendale, CA 91203 (together with its direct and indirect subsidiaries and affiliates, the "Company"), is willing, subject to the terms and conditions of this Agreement, to disclose certain "Proprietary Information" (defined below) to the undersigned only for the purpose of permitting the undersigned to evaluate potential business opportunities with the Company. The undersigned acknowledges and agrees that any and all Proprietary Information provided by or on behalf 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.

If the Proprietary Information disclosed hereunder includes any technical information, invention disclosures, or patent applications of the Company that are listed or summarized in an attachment to this Agreement (the "Patent Information"), and if the undersigned obtains the results of any searches for any patents, publications, or other printed information relevant to the Patent Information during the course of evaluating potential business opportunities with the Company in accordance with the purpose of this agreement, then the undersigned agrees to provide the Company with such search results.

"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, its technology, or its business, including without limitation: (a) the contents of any business plan, projections, or financial or credit information or data relating to the Company; (b) the contents of any manuals or written materials of the Company; (c) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (d) the terms of various agreements between the Company and third parties; (e) any data or database, or other information compiled or developed by the Company; (f) the contents of any patent portfolio, patent applications, or technical information relating to the Company; (g) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, mask works, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, methodologies and processes for digital imaging, streaming video, internet videoconferencing, and related technologies, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (h) 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 that: (a) 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); or (b) is or becomes generally available to the public other than as a result of a disclosure by the undersigned; or (c) 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 shall bear the burden of demonstrating the availability of any of the exceptions set forth in the preceding sentence.

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, other than the aforesaid purpose, without the prior written consent of an officer of the Company; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's employees and advisors who have executed a written confidentiality agreement with the undersigned and 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 this Agreement by such employees and advisors) without the prior written consent of an officer of the Company; (d) not to reproduce, store, or otherwise copy any Proprietary Information in any form without the prior written consent of an officer of the Company; and (e) not to disassemble, decompile, or reverse engineer any Proprietary Information.

The undersigned further acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company, and that all right, title, and interest in and to the Proprietary Information is and shall remain with the Company. No license or other rights are granted hereunder by the Company. The undersigned shall, upon written request from the Company at any time, or immediately upon expiration of this Agreement, return all documented or tangible Proprietary Information (including all copies, excerpts, and derivatives thereof) to the Company.

Nothing in this Agreement shall restrict the undersigned from undertaking any activities or obligations with third parties in related technology fields so long as the undersigned does not otherwise breach this Agreement.

This Agreement shall become effective on the date signed below, and shall terminate on the later of three (3) years after its effective date or three (3) years after all documented or tangible Proprietary Information is returned to the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including an injunction, in the event of any breach of this 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 Agreement.

This Agreement shall be governed by the internal laws of the State of California. In connection with any suit, action, or legal proceeding arising out of or relating to this Agreement, the undersigned hereby consents and submits to the jurisdiction and venue of the courts of the the State of California located in Los Angeles or Glendale, California and/or the District Court of the United States located in Los Angeles, California.

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

IF	A	COMPANY:
(Company Name)		
(Company Address)		
(Company City, State, Zip)		
BY:		
(Signature)		
(Printed Name)		
(Title)		
(Date)		

IF AN INDIVIDUAL:
<i>Nak Phaingdy</i> (Signature)
<i>Nak Phaingdy</i> (Printed Name)
<i>June 4, 2001</i> (Date)
<i>3530 Wilshire 1350</i> (Address)
<i>Los Angeles, CA 90024</i> (City, State, Zip)

ATTACHMENT? YES NO



One Boca Place, 2255 Glades Road, Ste. 337, Boca Raton, FL 33431
561.999.8899 - FAX 561.999.8810 - www.ivewit.com

October 12, 1999

**Proskauer Rose LLC
2255 Glades Road
One Boca Place-Suite 340W
Boca Raton, Florida 33431**

Dear Chris:

Enclosed please find copies of the Confidentiality Agreement executed by the following:

**Triton Capital, Inc.
First Level Capital
J.C. White**

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads 'Martha Mantecon'.

Martha Mantecon

**MM/jk
Enclosures**

CHRONICLE OF EXECUTED CONFIDENTIALITY AGREEMENTS

NAME	DATE	NEGOTIATED FORM	STANDARD FORM	SHORT FORM
Irwin J. Newman Jenex Financial Services, Inc.	12/15/98			X
Irwin Newman Jenex Financial Services, Inc.		Consulting Agm/ Conf. Agm.		
Edward A. Wacker Mackenzie Equities, Ltd.				X
Liliana B. Gomez				X
Matthew Mink				X
J. M..... (Eliot Bernstein cannot identify)				X
Hassan Miah				X
Hassan Miah		X		
Andrew Dietz/Donna Dietz	3/18/99			X
Allan _____? (Eliot Bernstein cannot identify)				X
Kadie Libesch	4/3/99			X
Christian Iantoni	4/3/99			X
Barry Goldberg, President Banyan Investment Advisors, Inc.	4/17/99			X
Jeffrey Friedstein Goldman Sachs	4/26/99			X
Kenneth J. Anderson Arthur Anderson	5/8/99			X
Daniel Ramsey Samco Capital				X
David Flacks Ten Peaks Capital				X

NAME	DATE	NEGOTIATED FORM	STANDARD FORM	SHORT FORM
Jerry Klein RJJ Capital Consulting	5/19/99			X
Eric Levy RJJ Capital Consulting				X
Cris V. Branden, V.P. Huizenga Holdings, Inc.	5/21/99		X	
Linda K. Halpert Silver Lining Productions, Inc.	5/28/99		X	
Richard Palumbo	5/28/99		X	
Eric Sims	5/28/99		X	
Jerry Schuman	5/27/99		X	
A..... Medical Mall (Eliot Bernstein cannot identify)				X
S. Johnson Medical Mall				X
David Welch Medical Mall				X
SJ (Eliot Bernstein cannot identify) Medical Mall				X
S. Hutton Medical Mall				X
James R. Hutton Medical Mall				X
Jeffery Morris Drake Alexander & Medical Mall				X
Anthony D'Amato Drake Alexander & Medical Mall				X
Allan Solomon	5/12/99			X
Gene Terry, Principal T.C. Solutions, Inc.				X
John J. Lofquist, Pres. & CEO				X
Kenneth Endelson Kenco Communities				X

NAME	DATE	NEGOTIATED FORM	STANDARD FORM	SHORT FORM
David Bolton, Asst. Gen.Counsel Real 3D		X		
Eric Camirand		X		
Paul Heeschen			X w/changes	
James R. Jackoway Armstrong Hirsch et al	6/8/99		X	
Tim Wallace Lancore Realty Inc.	6/14/99		X	
Merv McDonald Lancore Realty Inc.	6/14/99		X	
Dan Casey Lancore Realty Inc.	6/14/99		X	
Randy Selman Visual Data Corporation	6/17/99		X	
Alan Saperstein			X	
Terence Lee Visual Data Corporation	6/17/99		X	
Kevin O'Donnell O'Donnell & Associates			X	
Dean Adsit Patten Tractor & Equipment Co.	6/23/99		X with addiuiion	
Michael R. Pospischil Patten Tractor & Equipment Co.	6/23/99		X with addition	
Jeffrey M. Berman Gruntal & Co., LLC	7/1/99		X with deletion	
David J. Kaiserman Saybrook Capital, LLC	7/5/99		X w/addition	
Brian E. Utke	7/6/99		X	
William H. McFarland	7/8/99		X	
Brian G. Utley	7/9/99		X	
Donald J. Hassenbein, Pres., CEO(Acting) & SVP Deutsche Telekom, Inc.	6/29/99	X		

NAME	DATE	NEGOTIATED FORM	STANDARD FORM	SHORT FORM
Gemal Seede, Chief Technical Officer, NETCUBATOR	7/21/99		X	
Harvey Wilson, Chairman ECLIPSYS			X	
Daniel A. Stauber	8/3/99		X	
Maurice R. Buchsbaum Emerald Capital Partners, Inc.	8/4/99		X	
Stephanie Massengill HEALTHvision, inc.	8/5/99		X	
Hank Powell CB Corporate Finance, Inc.	8/17/99		X	
Lawrence M. Silver SY Partners	8/19/99		X	
Alan Young (signed individually)	8/19/99		X	
Megan Crawford, MGM	8/23/99		X	
Joseph M. Calabria III ProSolutions, Inc.	9/1/99		X	
Ryan Huisman (signed individually)	9/9/99		X	
Stephen Filipek	9/21/99		X	
Kenneth M. Endelson			X	
Neil W. Grossman Triton Capital, Inc.	9/30/99		X	
Marc Siegel, President First Level Capital Inc.	9/30/99		X	
Alvin Mirman First Level Capital Inc.			X	
Mark Feltingoff J.C. White	10/6/99		X	
Albert T. Chiang Catterton Partners	10/14/99		X	
Erika R. Lewin	10/15/99		X	
Rand M. Eller	10/19/99		X	

NAME	DATE	NEGOTIATED FORM	STANDARD FORM	SHORT FORM
Kenneth M. Endelson			X	
Rodney G. Smith			X	
Howard A. Feldman			X	
Brad Weber Interactin Telecom Network, Inc.	10/25/99		X	
Jonathan Robbins			X	
Donald Miller Hockney Miller P.A.	11/2/99		X	
Jeffrey H. Lehman JWGenesis Capital Markets, Inc.	11/5/99		X	
Thomas Laquer Thomas Capital Funding LLC	11/2/99		X	
Barry Ahron Executive Consulting & Management, Inc.	11/9/99		X	
David Berkman, Vice President The Associated Group			X	
Darrell Crate			X	
Robert Zelinka Vertex Group	11/8/99		X	
Peter Beresford	11/11/99		X	
Martin Elrad			X	
Mark Dalziel Chase Manhattan Private Bank	11/18/99		X With Changes	
Scott Klososky Webcasts.com, Inc.	11/18/99	Nondisclosure Agreement	X	
Mitchell Zamarin, Individually, and for Asbury Communications, Inc.	11/23/99		X	
Stuart Carlin MachineWeb	11/25/99		X	
Bruce David Eisen, Exec. V.P. Cinemanow, Inc.			X	

NAME	DATE	NEGOTIATED FORM	STANDARD FORM	SHORT FORM
Heather C. Sullivan on behalf of Daniel Socolof MEGA, Inc.	12/13/99		X With Changes	
Michael Madigan, Individually			X	
Allen Shapiro Allen Shapiro Inc.			X	
<i>Andrew Peck</i>	<i>1/17/00</i>		X	

MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (the "Agreement") is entered into as of July 25th, 2001, by and between Blue Zone Entertainment Inc. a British Columbia company ("BLUE ZONE"), and iviewit Holdings, Inc., a Delaware corporation (together with its subsidiaries and affiliates, the "COMPANY").

WHEREAS, BLUE ZONE and the COMPANY wish to disclose to and receive from each other, from time to time during the term of this Agreement, certain information and ideas they consider to be confidential regarding their respective current and future technology and projects and/or business plans and opportunities, for the specific purpose of discussing and/or pursuing a possible business relationship in connection with BLUE ZONE's electronic multimedia and interactive products, services or applications (the "Purpose").

THEREFORE, in consideration of such disclosures and the premises, agreements and covenants herein contained, each of BLUE ZONE and the COMPANY agrees as follows:

1. "Confidential Information" means any information, regardless of form, proprietary to or maintained in confidence by either party, including, without limitation, any information, technical data or know-how relating to discoveries, ideas, inventions, patent applications, patents, concepts, software, equipment, designs, drawings, specifications, techniques, processes, systems, models, data, source code, object code, documentation, diagrams, flow charts, research, development, business plans or opportunities, business strategies, marketing plans or opportunities, marketing strategies, future projects or products, projects or products under consideration, procedures, methods, plans of operation, research and development, machinery, computer programs, improvements and information related to finances, costs, prices, suppliers, vendors, customers and employees which is disclosed by either party or on its behalf whether before, on or after the date hereof, directly or indirectly, in writing, orally or by drawings or inspection of equipment or software, to the other party or any of its employees or agents. Confidential Information also includes (a) the terms of this Agreement and the fact of its existence and the substance of any discussions, negotiations or communications between the parties hereto and (b) any information obtained from a third party that either party hereto treats as proprietary or confidential. Any document or other material, or other information, provided by either party to the other which is labeled "Confidential", or is otherwise designated or treated as Confidential Information, shall be presumed to be Confidential Information.

2. The parties agree that their respective organizations shall hold in confidence any Confidential Information received pursuant to this Agreement and not use such information for any purpose other than for the Purpose nor, without the prior written approval of the disclosing party, reproduce in any media any Confidential Information of such party received pursuant to this Agreement. In particular, each of the parties understands that the Confidential Information may be considered material, non-public information under applicable securities laws and either party could be found to be in violation thereof if it takes advantage of such information by (a) trading in BLUE ZONE, Inc.'s or any other party's stock, or (b) furnishing information to others in connection with the trading of such stock.

3. Each party further agrees to limit disclosure of Confidential Information received pursuant to this Agreement to those of its employees and agents who have a need to know the information to effect the Purpose. Each party shall cause each such employee and agent to sign an employment or nondisclosure agreement that contains provisions in substance similar to those included in this Agreement prohibiting the further disclosure and use by such person or entity of any Confidential Information. Each party agrees to protect the Confidential Information of the other party with the same degree of care normally used to protect its own similar Confidential Information, but no less than a reasonable degree of care, and to take all steps as may be reasonably necessary to prevent any Confidential Information from being revealed to any person or entity other than those to whom the disclosing party has authorized disclosure pursuant to this Agreement or in a writing delivered to the other party.

4. Notwithstanding any other term or provision of this Agreement, "Confidential Information" shall not include information which: (a) is or becomes publicly known through no act or failure to act on the part of the recipient or any third party having an obligation of confidentiality or other fiduciary relationship to the recipient; (b) was rightfully in the recipient's possession prior to disclosure by the disclosing party; (c) becomes rightfully known to the recipient from a third party not subject to any independent confidential or proprietary restriction; (d) is approved by the disclosing party for disclosure without restriction, in a written document that is signed by a duly authorized officer (or authorized representative) of that party; or (e) is or was developed independently by the recipient without use of or reference to any of the Confidential Information and without violation of any confidentiality restriction, under this Agreement; or (f) is legally compelled to be disclosed, including by operation of law, in conjunction with a judicial or governmental proceeding or arbitration, by deposition, request for documents, subpoena, written or oral request of the Securities and Exchange Commission or any other securities commission or other regulatory authority, or similar process, provided that the recipient shall give the disclosing party reasonable written notice to enable it to apply for such legal protection as may be available with respect to maintaining the confidentiality of such information. If the disclosing party chooses not to proceed with applying for such legal protection or is unsuccessful in persuading the appropriate authorities that such information should remain confidential, the recipient may disclose such information only to the extent necessary.

5. Subject to Section 10 hereof, the nondisclosure obligations imposed by this Agreement shall terminate three (3) years from the delivery of the particular Confidential Information in question. Each party agrees that, promptly following the disclosing party's written request therefor or at the completion of such use by the recipient as is permitted herein, whichever is earlier (but in no event later than thirty (30) days following the termination of this Agreement), all documents and other materials embodying Confidential Information provided by the disclosing party and all copies thereof shall be either returned to the disclosing party or promptly destroyed, and all copies of Confidential Information shall be purged from the recipient's electronic or magnetic media or storage devices with written confirmation thereof provided to the other party to this Agreement.

6. All rights in and title to the Confidential Information supplied by each party shall remain solely in such disclosing party. Neither the execution and delivery of this Agreement, nor the furnishing of any Confidential Information by either party shall be

construed as granting to the other party either expressly, by implication, estoppel or otherwise, any license under any invention, copyright, trade secret or patent now or hereafter owned or controlled by the party furnishing the same, nor any right to use on a royalty-free basis the information made available to the recipient, except to effect the Purpose. Nothing in this Agreement shall be deemed or construed to grant to any party a license to sell, develop, exploit or further develop any Confidential Information of the disclosing party

7. Unless otherwise expressly agreed to in writing by the parties, neither party shall acquire any right under this Agreement to use, shall not use, and shall not, directly or indirectly, assist any other party to use the names and marks of the other party (either alone, in conjunction with or as a part of any other word, name or phrase), (a) in any advertising, publicity or promotion or other disclosure, (b) in any in-house publication, (c) to express or imply any endorsement of any product or service, or (d) in any other manner or for any purpose whatsoever (whether or not similar to any of the foregoing).

8. In order to effect the Purpose, subject to the requirements of Section 3 of this Agreement, BLUE ZONE may disclose Confidential Information to Blue Zone, Inc., Blue Zone Productions Ltd. or any related, affiliated and subsidiary company thereof (collectively, the "BLUE ZONE Affiliates") and iviewit Holdings, Inc. may disclose Confidential Information to iviewit Technologies, Inc., iviewit.com, Inc. or any related affiliated and subsidiary company thereof (collectively, the "iviewit Affiliates"). BLUE ZONE Affiliates (and iviewit Affiliates) to whom Confidential Information is disclosed under this Agreement shall be bound by the Agreement and each and every provision thereof, including, without limitation, rights and duties of performance. This Agreement is not assignable except by BLUE ZONE to a BLUE ZONE Affiliate, which assignment may be effected without the consent of the COMPANY; this Agreement is not assignable except by iviewit Holdings, Inc. to an iviewit Affiliate, which assignment may be effected without the consent of BLUE ZONE. Any other attempt by either party to assign or transfer this Agreement or any interest herein (including, without limitation, rights and duties of performance) without the prior written consent of the other party is void and without effect. Subject to the foregoing, this Agreement and each and every provision hereof shall be binding upon and shall enure to the benefit of the parties and their respective permitted successors and assigns.

9. In the event either party becomes aware of any misappropriation or misuse of any Confidential Information by any person or entity, such party shall immediately advise the other party in writing and, in the event of legal action brought by the other in connection therewith, such party agrees that it will, at the other party's expense, cooperate and provide such assistance as may be reasonably necessary to enable such other party to successfully prosecute such legal action.

10. This Agreement shall continue until terminated. Either party may terminate this Agreement with or without cause upon written notice to the other party, which notice shall be deemed effective when received if sent to the respective addresses indicated below. Notwithstanding the preceding sentence, the provisions of Sections 1, 2, 3, 4, 5, 6, 7, 8, 10 and 12 hereof shall survive termination of this Agreement.

11. This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous representations and understandings, whether oral or written. This Agreement is binding upon and shall enure to the benefit of the personal representatives, successors and assigns of each party hereto. This Agreement may not be amended, waived or modified except by an instrument in writing executed by duly authorized representatives of the parties. It is understood that no failure or delay of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof. In the event that any provision hereof or any obligation hereunder is found invalid or unenforceable pursuant to judicial decree or decision, any such provision or obligation shall be deemed and construed to extend only to the maximum permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms. This Agreement shall be governed by the laws of British Columbia and the federal laws of Canada applicable therein. The parties expressly agree that any action at law or in equity arising out of or relating to this Agreement shall be filed only in the Province of British Columbia and each party waives irrevocably and unconditionally a claim of inconvenient forum. The parties hereby consent and submit to the jurisdiction of such courts for the purposes of litigating any such action. Each party agrees that it is responsible and will indemnify and hold the other harmless from any loss, cost or liability (including legal fees on a solicitor and own client basis) arising out of any breach by such party or its representatives hereunder. Each party agrees that a remedy at law is inadequate to protect against breach of this Agreement and hereby agrees in advance to the granting of equitable relief, including injunction and orders for specific performance without proof of actual damages. If either party hereto employs attorneys to enforce any right arising out of or relating to this Agreement, the prevailing party shall be entitled to reasonable legal fees.

12. The Disclosing Party assumes no responsibility for any loss or damages to the Receiving Party, its customers or any third parties caused by or arising from the Confidential Information. The Disclosing Party makes no warranties of any kind, whether expressed or implied, as to the accuracy or completeness of the confidential information. Only those representations or warranties which are made in or pursuant to one or more final agreements regarding a transaction involving the parties will have any legal effect.


13. This Agreement may be executed by manual or facsimile signatures and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. All notices, requests and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given immediately if delivered in person, or three days after posting if mailed, certified or registered mail, postage prepaid, to the intended recipient thereof, at the address set forth below the signatures at the end of this Agreement, or such other address as specified in writing to the other party pursuant to this notice provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

VIEWIT HOLDINGS, INC.

BLUE ZONE ENTERTAINMENT INC.

By: 

By: 

Name: ELIOT BERNSTEIN

Name: C. MARK DEVEREUX

Title: Secretary

Title: VP, Corporate Affairs

Notice Address:

Notice Address:

Iviewit Holdings, Inc.
505 N. Brand Blvd., Suite 1420
Glendale, CA 91203
Attention: Elliot Bernstein and Ross Miller
Telephone: (818) 545-1444
Facsimile: (818) 545-1440

Blue Zone Entertainment Inc.
329 Railway Street, 5th Floor
Vancouver, BC V6A 1A4
Attention: Bruce Warren
Telephone: 604-685-4310
Facsimile: 604-685-4391