

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 of Company. The undersigned understands that all Proprietary Information is confidential, all rights, title and interest in any Proprietary Information shall be and shall remain the exclusive property of Company, and no license or other rights are granted to the undersigned by Company by acknowledgment of this Confidentiality Agreement.

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

X

Signature - Jeffrey Friedstein

Goldman Sachs

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

Christopher C. Wheeler

Proskauer Rose LLP