FOR IMMEDIATE DELIVERY

To: MR. HASSAN MIAH
From: RICHARD D. ROSMAN, ESQ.
Subject: Please see attached

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

Comments/Remarks:

Hassan -

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

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

Best regards,

Richard D. Rosman
Executive Summary

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

Virtual Reality Explanation - Have you ever wished you could climb inside your computer and see the rest of the surroundings as if you were there? At iViewit's website, you can do just that. Our
imagery enables you to experience a location or object, allowing you to mouse around, see, and zoom, up to an amazing 1700 times, the full 360° panoramic view. Astounding "patent pending" clarity and speed technologies bring iviewit's images onto your entire full screen.

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

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

Mission Statement:

To deliver a multimedia experience, through the integration of iviewit's "patent pending" proprietary virtual reality process, that will render conventional shopping methods both inferior and economically obsolete by creating for the user the most realistic, friendly environment to view, tour, and purchase everything from a Barney toy to a 100 story commercial building, after inspecting it with better resolution than the human eye. Ivewit will set the standard against which
all E-commerce endeavors are measured, with respect to both the utility of the buyer and seller and the return on equity for the shareholder.

**Competitive Edge**

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

**iviewit** has several distinct advantages over current competitors.

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

**Fax Transmittal**

<table>
<thead>
<tr>
<th>From</th>
<th>Christopher C. Wheeler</th>
<th>Sender's Voice Number</th>
<th>561.994.4702</th>
</tr>
</thead>
<tbody>
<tr>
<td>To</td>
<td>Richard Rosenman</td>
<td>Fax No.</td>
<td>818.784.5096</td>
</tr>
<tr>
<td>Company</td>
<td>Lewinter and Rosenman</td>
<td>Voice No.</td>
<td>818.784.7848</td>
</tr>
</tbody>
</table>

**Message**

Confidentiality Note: This message is confidential and intended only for the use of the addressee(s) named above. It may contain legally privileged material. Dissemination, distribution or copying of this message, other than by such addressee(s), is strictly prohibited. If you have received this message in error, please immediately notify us by telephone and return the original to us at the address above. We will reimburse you for the cost of the telephone call and postage. Thank you.
This letter flies in the face of every statement made by Rubenstein and Wheeler in their frivolous depositions. They claim we are a failed dot com and that they never did any patent work or opinions. DUUUUUUUCCCCHHH. They tried to destroy these letters and others when they were caught stealing the patents, oops they missed a few. iviewit does not attest to the authenticity of the documents or their dates for various reasons but for the purpose of exposing what Proskauer knew they suffice as evidence. Wheeler uses the term we (PROSKAUER) as he mentions no one else and talks about how we have reviewed and opine that it is the best thing since sliced bread. We is the PROSKAUR PATENT DEPARTMENT HEADED BY RUBENSTEIN AND FORMED IMMEDIATELY AFTER LEARNING OF THE VIEWIT INVENTIONS. Remember, Hassan is asking for Rubenstein’s opinion since he knows him from MPEG. This is what Wheeler sends in response.

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

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

Very truly yours,

Christopher C. Wheeler

CCW/igb

Now it is fascinating that Wheeler claims that he does not know about the technologies, never opined on them and that iViewit was a portal. Not sure how he is going to explain that we are advised by patent counsel. (Kenneth Rubenstein) that there is good prospects and superior to any formats we have seen. We since no one else exists in the opinion is truly going to be hard to overcome that they knew nothing and did not patent work or were not acting as patent counsel to investors. Although Proskauer farmed out the filing work to their monkey Joao, perhaps to later claim they knew nothing, this letter is like a dagger to the heart. Remember that at the time Wheeler wrote this letter to Rosman he was well into his attempt to abscond with the patents, so the crafty way he writes to try and hide Rubenstein is remarkable with hindsight. In fact, why did Wheeler, a transactional real estate partner write this instead of the Proskauer patent department or other patent counsel like Joao. The reason is Rubenstein’s opinion was requested, not Joao is nobody.
PROSKAUER ROSE LLP

Date June 17, 1999

Client-Matter 0894/40017/001

Total Pages (including Cover) 2

From Christopher C. Weinert
Senders Voice Number 561.595.4702

To Richard Rosman
Company LeWinter and Rosman

To Elliot J. Bernstein
Company Ivewit, Inc.

Fax Transmittal

Sender's Room Number
Main Fax Operator 561.241.7400

Fax No. 818.784.5096
Voice No. 818.784.7848

Fax No. 417.4470
Voice No.

Message

Why is wheeler using ivewit, inc.???? Where is this company that he fails to put in the corporate structure???? Why not ivewit.com, this becomes apparent when again looked at with hindsight that he was running two sets of companies, one for him and Proskauer and one for the shareholders.

Confidentiality Note: This message is confidential and intended only for the use of the addressee(s) named above. It may contain legally privileged material. Dissemination, distribution or copying of this message, other than by such addressee(s), is strictly prohibited. If you have received this message in error, please immediately notify us by telephone and return the original to us at the address above. We will reimburse you for the cost of the telephone call and postage. Thank you.
June 17, 1999

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

Re: iviewit, Inc.

Dear Richard:

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

Very truly yours,

Christopher C. Wheeler

CCW/gb

cc: Elliot I. Bernstein
ASSIGNMENT AND ASSUMPTION AGREEMENT

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

RECATALS

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

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

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

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

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

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

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

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

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

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

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 is strictly prohibited. If you have received this communication in error, please immediately notify the sender or this office by telephone and return the original message to us by mail. Thank you for your cooperation.

Comments/Remarks:

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

Best regards.

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

Time Sent: 2:20 am (PST)  Operator: Myrna S. Tsangco

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

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of Beiersdorf, Inc., together with its direct and indirect subsidiaries and affiliates, the "Company", Simon L. Bernstein, Elliot L. Bernstein, or any officer, director, employee, agent or representative of the Company to the undersigned, or to whom 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 or its business, including without limitation: (i) the contents of any Business Plan, projections of 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, copyrighted, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (vii) any information of a type described above derived or obtained from the internet or any website of the Company, including without limitation, the file structure relating to such website or the content of such website. Proprietary Information will be transmitted to the undersigned orally, electronically in written material and/or otherwise. If any Proprietary Information is disclosed to the undersigned otherwise than in written material, Company shall provide the undersigned with a brief written description of such Proprietary Information within thirty (30) days of such disclosure, identifying therein the manner, place and date of such disclosure and the names of the undersigned's representatives to whom such disclosure was made. Notwithstanding the foregoing, the term "Proprietary Information" does not include information which (i) is already known to the undersigned or to 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 advisor) 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.
Iviewit, Inc.
Attention: Elliot L. Bernstein
500 S.E. Mizner Boulevard, Suite 102
Boca Raton, Florida 33432-6069
800.519.0234

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

IF AN INDIVIDUAL:

[Signature]

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

IF A COMPANY:

O'Donnell & Associates
(Name of Company)

By:

[Signature]

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

Date:

08/04/99 10:26 AM (2742)
Subject: Confidentiality Agreement
Date: Mon, 17 May 1999 17:27:49 -0400
From: Donald Thompson <DThompson@proskauer.com>
To: lewroslaw@earthlink.net
CC: CWheeler@proskauer.com

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

Rocky

Name: 4RED.WPD
Type: unspecified type (application/octet-stream)
Encoding: base64
Description: WordPerfect 6.0
CONFIDENTIALITY AGREEMENT

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

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

The term "Proprietary Information" shall not include, and nothing contained herein shall in any way restrict or impair the undersigned from the use, disclosure or other dealings with, any information obtained from Company which (i) at the time of disclosure, use or dealing by the undersigned is part of the public knowledge or literature, by publication or otherwise, or is reasonably available to persons knowledgeable or working within the computer
software, internet or e-commerce business or industries (collectively, the "industries"), through no breach of any obligation herein created; (ii) the undersigned can show was in his possession prior to disclosure to him and was not acquired from Company or a party know, after reasonable inquiry, to have an obligation or duty of confidence to Company; (iii) now or in the future is independently made available to the undersigned by or through a third party, including any third party with whom the undersigned does, or plans to do, business, except to the extent such third party is known, after reasonable inquiry, to have an obligation or duty of confidence to Company; or (iv) relates to general business matters or trends of the industries. **By way of clarification, the mere idea of a three dimensional virtual reality depiction of property, products or objects with point and click zoom as a tool for selling items on the internet or other applications and the general look of the information displayed are not “Proprietary Information”**.

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

______________________________
Signature

(Name - please print)
The bracketed numbers refer to the Page and Paragraph for the start of the paragraph in both the old and the new documents.

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

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

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

0894/40017-001 BRL81/226037 v4 05/17/99 05:12 PM (2760)
This redlined draft, generated by CompareRite (TM) - The Instant Redliner, shows the differences between -
original document: G:\BRLIB1\108\440017.001\4\%T02\WPD
and revised document: G:\BRLIB1\108\94\40017.001\4\%T04\WPD

CompareRite found 4 change(s) in the text.
CompareRite found 1 change(s) in the notes.

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

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

The term "Proprietary Information" shall not include, and nothing contained herein shall in any way restrict or impair the undersigned from the use, disclosure or other dealings with, any information obtained from Company which (i) at the time of disclosure, use or dealing by the undersigned is part of the public domain or public knowledge or literature, by publication or otherwise, or is reasonably available to persons knowledgeable or working
within the computer software, Internet or e-commerce business or industries (collectively, the "industries"), through no breach of any obligation herein created; (ii) the undersigned can show was in his possession prior to disclosure to him and was not acquired from Company or a party know, after reasonable inquiry, to have an obligation or duty of confidence to Company; (iii) now or in the future is independently made available to the undersigned by or through a third party, including any third party with whom the undersigned does, or plans to do, business, except to the extent such third party is known, after reasonable inquiry, to have an obligation or duty of confidence to Company; or (iv) relates to general business matters or trends of the industries. **By way of clarification, the idea of a three dimensional virtual reality depiction of property, products or objects with point and click zoom as a tool for selling items on the Internet or other applications and the general look of the information displayed are not "Proprietary Information," but the programming to accomplish same may be.**

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X __________________________
Signature

(Name - please print)
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The term "Proprietary Information" shall not include, and nothing contained herein shall in any way restrict or impair the undersigned from the use, disclosure or other dealings with, any information obtained from Company which (i) at the time of disclosure, use or dealing by the undersigned is part of the public domain, or public knowledge or literature, by publication or otherwise, or is reasonably available to persons knowledgeable or working
within the computer software. Internet or e-commerce business or industries (collectively, the "industries"), through no breach of any obligation herein created; (ii) the undersigned can show was in his possession prior to disclosure to him and was not acquired from Company or a party know, after reasonable inquiry, to have an obligation or duty of confidence to Company; (iii) now or in the future is independently made available to the undersigned by or through a third party, including any third party with whom the undersigned does, or plans to do, business, except to the extent such third party is known, after reasonable inquiry, to have an obligation or duty of confidence to Company; or (iv) relates to general business matters or trends of the industries. By way of clarification, the idea of a three dimensional virtual reality depiction of property, products or objects with point and click zoom as a tool for selling items on the internet or other applications and the general look of the information displayed are not "Proprietary Information," but the programming to accomplish same may be.

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X

Signature

(Name - please print)
CONFIDENTIALITY AGREEMENT

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

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

The term "Proprietary Information" shall not include, and nothing contained herein shall in any way restrict or impair the undersigned from the use, disclosure or other dealings with, any information obtained from Company which (i) at the time of disclosure, use or dealing by the undersigned is part of the public knowledge or literature, by publication or otherwise, or is reasonably available to persons knowledgeable or working within the computer environment.
software, Internet or e-commerce business or industries (collectively, the "industries"), through no breach of any obligation herein created; (ii) the undersigned can show was in his possession prior to disclosure to him and was not acquired from Company or a party know, after reasonable inquiry, to have an obligation or duty of confidence to Company; (iii) now or in the future is independently made available to the undersigned by or through a third party, including any third party with whom the undersigned does, or plans to do, business, except to the extent such third party is known, after reasonable inquiry, to have an obligation or duty of confidence to Company; or (iv) relates to general business matters or trends of the industries. By way of clarification, the idea of a three dimensional virtual reality depiction of property, products or objects with point and click zoom as a tool for selling items on the Internet and the general look of the information displayed are not "Proprietary Information," but the programming to accomplish same may be.

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

X
Signature

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

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X
Signature

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

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

Rocky
CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by viewit, inc., Simon L. Bernstein, Eliot I. Bernstein, or any officer, director, employee, agent or representative of viewit, inc. (collectively, "Company") to the undersigned in this business plan and any other documents or information, whether oral or written, is confidential and the sole property of Company and the undersigned shall not disclose any Proprietary Information to any third party without the express written permission of Simon L. Bernstein. "Proprietary Information" means all materials and information (whether in writing or other recorded form, or oral, or mental) that the undersigned may receive or learn of now or in the future concerning Company 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.

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* 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

0854/40017:501 BRUB1/226037 v2 05/13/99 07:49 PM (2760)
publication or otherwise, or is reasonably available to persons knowledgeable or working within the computer software, Internet or e-commerce business or industries (collectively, the "industries"), through no breach of any obligation herein created; (ii) the undersigned can show was in his possession prior to disclosure to him and was not acquired from Company or a party know, after reasonable inquiry, to have an obligation or duty of confidence to Company; (iii) now or in the future is independently made available to the undersigned by or through a third party, including any third party with whom the undersigned does, or plans to do, business, except to the extent such third party is known, after reasonable inquiry, to have an obligation or duty of confidence to Company; or (iv) relates to general business matters or trends of the industries.

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

X____________________
Signature

(Name - please print)
The bracketed numbers refer to the Page and Paragraph for the start of the paragraph in both the old and the new documents.

[1:2 1:2] Changed "(collectively "Company")" to "(collectively, "Company")"
[1:2 1:2] Changed "is non-public, ... including" to "is not covered ... including"
[1:2 1:2] Changed "of this Business" to "of the Business"
[1:2 1:2] Changed "data or database," to "data, database, technology"
[1:2 1:2] Changed "information compiled" to "information ... or compiled"
[1:2 1:2] Changed "concerning Company, computer" to "concerning computer"
[1:2 1:2] Changed "codes, trademarks, trade" to "codes, trade"
[1:2 1:2] Changed "patents," to "pending"
[1:2 1:2] Changed "patent designs, copyrights," to "patent applications, designs,"
[1:2 1:2] Changed "operating of Company's" to "operating the Company's"
[1:2 1:2] Changed "form now" to "form, now"
[1:2 1:2] Changed "via this website or any" to "via any"
[1:3 1:3] Changed "The undersigned ... Company, The" to "The"
[1:3 1:3] Changed "constructively by Company," to "constructively from Company,"

[1:3 1:3] Changed "prior consent," to "prior written consent,"
[1:3 1:3] Changed "express of" to "express written consent of"
[1:3 1:3] Changed "in any Proprietary" to "in the Proprietary"
[1:3 1:4] Changed "Nothing." to "The term "Proprietary ... and nothing"
[1:3 1:4] Changed "to use, disclose ... deal with" to "the undersigned ... dealings with,"
[1:3 1:4] Changed "dealing is" to "dealing by the undersigned is"
[1:3 1:4] Changed "the industries, to "the computer ... industries"
[1:3 1:4] Changed "industries," to "industries ... (industries),"
[1:3 1:4] Changed "from Company; (iii)" to "from Company ... Company; (iii)"
[1:3 1:4] Changed "; (iv) relate " to ", including ... (iv) relates"
[1:3 1:4] Changed "industries, ... public domain, to "industries,"
[2:3 2:4] Add Paras " "

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

[1 1] Changed "v1 04/14/99 ... PM (2743)" to "v2 05/13/99 ... PM (2760)"
This redlined draft, generated by CompareRite (TM) - The Instant Redliner, shows the
differences between -
original document: G:\BRLIB1\0894\40017\001\4%#T01!.WPD
and revised document: G:\BRLIB1\0894\40017\001\4%#T02!.WPD

CompareRite found 30 change(s) in the text
CompareRite found 1 change(s) in the notes

Deletions appear as a Bold ^
Additions appear as Bold+Db1 Underline text
Date: May 13, 1999
From: Rocky Thompson
To: Richard D. Rosman, Esq.
Company: LeWinter & Rosman

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

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

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

iviewit, Inc.

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

[ ]

By: ________________________________

(Title)

Date: ________________________________

05/13/99 10:42 AM (276q)
### PROSKAUER ROSE LLP

**Date** April 26, 1999  
**Client-Matter** 0894/400170001  
**Total Pages (Including Cover)** 2

**From** Christopher C. Wheeler  
**Sender’s Voice Number** 561.955.4702

**To** Richard Rosman  
**Sender’s Room Number**  
**Main Fax Operator** 561.241.7400

**Company** Lewinter and Rosman  
**Fax No.** 818.784.5096  
**Voice No.** 818.784.7848

---

**Message**

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

0894/40017001  8F/UL/227618 v1  04/26/99  05:49 PM (PST)
April 26, 1999

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

Re: iviewit, Inc.

Dear Richard:

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

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

Very truly yours,

Christopher C. Wheeler
CCW/gb
FOR IMMEDIATE DELIVERY

To: ELIOT I. BERNSTEIN

From: RICHARD D. ROSMAN, ESQ.

Subject: Please see attached

Date: May 7, 1999

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

Telex: Sentinel

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

Comments/Remarks:

Time Sent: 9:50 am (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.
FOR IMMEDIATE DELIVERY

To: MR. HASSAN MIAH
From: RICHARD D. ROSMAN, ESQ.
Subject: Please see attached

NOTICE: 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 retransmission, dissemination, distribution or unauthorized copying of this message is strictly prohibited. If you have received this communication in error, please immediately notify the sender or this office by telephone and return the original message to us by mail. Thank you for your cooperation.

Comments/Remarks:

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

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

Time Sent: 6:45 am (PST)  Operator: Myrna S. Tango

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.
Comments/Remarks:

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

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

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08/84/02017.004 UURN:1/228037 v1 04/14/99 09:28 AM (7243)
obtained from Company which, (i) at the time of disclosure, use or dealing is part of the public knowledge or literature, by publication or otherwise, or is reasonably available to persons knowledgeable or working within the industries, through no breach of any obligation herein created; (ii) the undersigned can show was in his possession prior to disclosure to him and was not acquired from Company; (iii) now or in the future is independently made available to the undersigned by or through a third party; (iv) relate to general business matters or trends of the industries. The foregoing exceptions shall apply only from and after the date that the information becomes generally available to the public or is disclosed to the undersigned by a third party, respectively. Specific information shall not be deemed to be within the foregoing exceptions merely because it is embraced by more general information in the public domain.

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

X

Signature

Nothing herein shall prevent the undersigned from using any material as the public becomes aware of such information in general. While within the Industries, the undersigned shall not be prohibited from using, dealing in any manner, dealing with such information or material.
PROSKAUER ROSE LLP

Date: May 3, 1999

Client-Matter: 0894/40017/001

Total Pages (including Cover): 2

From: Christopher C. Wheeler
Sender’s Voice Number: 561.995.4702

To: Richard Rosman
Company: Lewinter and Rosman

Message

Per your request.

Fax Transmittal

Sender’s Room Number: 561.341.7400
Main Fax Operator: 561.341.7400

Fax No.: 818.784.5996
Voice No.: 818.784.7648

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

0894/40017/001 BRL/81/23/318 v1

DATE: 5/5/99 05:49 PM (27431)
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 in any other document or information, whether oral or written, is confidential and the sole property of Company and the undersigned shall not disclose any Proprietary Information to any third party without the express written permission of Simon L. Bernstein. "Proprietary Information" means all materials and information (whether in writing or other recorded form, or oral) that the undersigned may receive or learn of now or in the future concerning Company including without limitation (i) the contents of any Business Plan, projections or financial information relating to Company; (ii) the contents of any manuals or written materials of Company; (iii) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between Company and third parties; (v) any data or database, or other information compiled by Company, including, without limitation, information concerning Company, computer programs and listings, source codes and/or subject codes, trademarks, trade secrets, patents, patent designs, copyrights, forms, procedures, training methods, development, technical information, marketing activities and procedures, method for operating of Company’s business, and credit and financial data concerning Company, and any other information, data, know-how of knowledge of a confidential or proprietary nature.

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iviewit, Inc. RE'A'L 3D, INC.
Attention: Elliot I. Bernstein By: ____________________________ (Title)
500 S.E. Mizner Boulevard, Suite 102 Date: ____________________________
Boca Raton, Florida 33432-6080
800.319.0224

08/4/40017-001 9RUL/227081 v1 04/22/99 01:15 PM (2743)
** TOTAL PAGE. 02 **
Date: April 13, 1999

From: Christopher C. Wheeler

To: Richard Rossman

Message

Dear Mr. Rossman:

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

Christopher C. Wheeler
CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by View, Inc., Simon L. Bernstein, Elliot L. Bernstein, or any officer, director, employee, agent, or representative of View, 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, oral, or mental) that the undersigned may receive or learn of now or in the future from Company concerning Company which is non-public, proprietary, commercially valuable, not available in the public domain other than as a result of any breach of this Agreement, or not known or available in the computer software, Internet or e-commerce businesses or industry generally, or that is not known by others within the undersigned's field, or plans to compete or do business, including without limitation, (i) the contents of this Business Plan, projections or financial information relating to Company; (ii) the contents of any manuals or written materials of Company; (iii) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between Company and third parties; (v) any data or database, or other information compiled by Company, including, without limitation, information concerning Company, computer programs and listings, source codes and/or subject codes, trademarks, trade secrets, patents, patent designs, copyrights, forms, procedures, training methods, development, technical information, marketing activities and procedures, method for operating of Company's business, and credit and financial data concerning Company, and any other information, data, know-how or knowledge or 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 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 be shall and shall remain the exclusive property of Company, and no licenses or other rights are granted to the undersigned by Company by acknowledgment of this Confidentiality Agreement. Nothing contained herein shall in any way restrict or impair to use, disclose or otherwise deal with any information obtained from Company which (i) at the time of disclosure, use or dealing is part of the public knowledge or literature, by publication or otherwise, or is reasonably available to persons knowledgeable or working within the industries, through no breach of any obligation inherent created; (ii) the undersigned can show was in his possession prior to disclosure to him and was not acquired from Company; (iii) now or in the future is independently made available to the undersigned by or through a third party; (iv) relate to general business matters or trends of the industries (insert attached).

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

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

Talk to you on Monday.

Time Sent: 5:00 pm (PST)  Operator: Myrna S.Tango
CONFIDENTIALITY AGREEMENT

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

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

The undersigned shall have executed this Confidentiality Agreement prior to, or contemporaneously with, receipt of the Business Plan.
600 SE Mizner Boulevard  
Suite 102  
Boca Raton, FL 33432-6080  
Voice: 561.417.8980  
Fax: 561.417.4470  
Email: alips@netline.net  
Web: www.lviewit.com

CONFIDENTIAL  
FASCIMILE

Date: 4/1/99  
Time: 4:40:00 PM

Rich,

Sign and send back to 561.417.4470.

Thanks, Eliot

To: Richard Rosman

Company:

From: Eliot Bernstein

Pages: 2

For Information Call: 561.417.8980

Fax Number: 1-561-417-4470
Confidentiality Agreement

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided to me, i.e., [Name], is confidential to and the undersigned shall not disclose any Proprietary Information to any third party without the express written permission of [Name]. "Proprietary Information" means all materials and information (whether oral or written in any recorded form, or in the mind) that the undersigned may acquire or learn of as a result of the undersigned's association with [Company], including, without limitation, information relating to [Company]'s business or any business plan of [Company], including, without limitation, names and business strategies, marketing strategies, operations, research and development, financial records, engineering, and other business information; provided, however, that Proprietary Information does not include any information, data, know-how or out-of-context information of a type described above that is known to the undersigned to be in the public domain at the time of such communication or that is obtained from a third party by the undersigned in breach of a prior confidentiality agreement. Upon the completion of my association with [Company], I will not disclose any Proprietary Information I have in my possession to any third party. I will also not use any Proprietary Information for any other purpose, including, without limitation, the preparation of any written report or any other communication to any third party. I will use all reasonable efforts to prevent the disclosure of any Proprietary Information to any third party. I will not disclose any Proprietary Information to any third party without the prior written consent of [Company]. I will not disclose any Proprietary Information in any manner that would be contrary to the provisions of this Agreement. The undersigned acknowledges that the undersigned shall be bound by the provisions of this Agreement and that any violation of this Agreement shall be an unexcused breach of the undersigned's obligations to [Company].

(name)

Signature
BUSINESS PLAN SUMMARY
DRAFT COPY

1999
Confidentiality Agreement

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by lviewit, inc., Simon L. Bernson, Elias I. Bernson, or any other, director, employee, agent or representative of lviewit, inc. (individually "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. Bernson. "Proprietary Information" means all materials and information (whether in written, 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 (a) the contents of this Business Plan, projections or financial information relating to Company, (b) the contents of any materials or written materials of Company, (c) the names and records of actual or prospective clients, customers, suppliers, bankers, financial sources, or related persons, (d) the terms of various agreements between Company and third parties, (e) any data or diagnosis, or other information compiled by Company, including, without limitation, information concerning Company, computer programs and listings, source codes and subject codes, trademarks, trade secrets, patents, patent designs, copyrights, forms, procedures, testing 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 (v) any information of a type described above of that is confidential in nature that is obtained, or in any manner, whether in written, electronic, or other form now known or conceived of in the future, obtained or memorized from or through or via this website or any website of the Company, or existed 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 exercise due care to protect Proprietary Information obtained directly or constructively by Company, (b) not to use such Proprietary Information for any purpose without Company's prior consent, (c) to disclose such Proprietary Information to anyone without Company's prior written consent and (d) not to reproduce, copy, distribute, steal 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 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.

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 chwheeler@proskauer.com
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Executive Summary

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

Virtual Reality Explanation - Have you ever wished you could climb inside your computer and see the rest of the surroundings as if you were there? At iviewit's website, you can do just that. Our
imagery enables you to experience a location or object, allowing you
to mouse around, see, and zoom, up to an amazing 1700 times, the full
360° panoramic view. Astounding "patent pending" clarity and speed
technologies bring iviewit's images onto your entire full
screen.

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

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

Mission Statement:
To deliver a multimedia experience, through the integration of iviewit's
"patent pending" proprietary virtual reality process, that will render conventional
shopping methods both inferior and economically obsolete by creating for the
user the most realistic, friendly environment to view, tour, and purchase everything
from a Barney toy to a 100 story commercial building, after inspecting it with better
resolution than the human eye. Iviewit will set the standard against which
all E-commerce endeavors are measured, with respect to both the utility of the buyer
and seller and the return on equity for the shareholder.

**Competitive Edge**

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

**iviewit** has several distinct advantages over current competitors.

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

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by iviewit, Inc., Simon L. Hersonin, Elizabeth Hersonin, or any officer, director, employee, agent or representative of iviewit, Inc., individually ("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. Hersonin. "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, vendors, 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, developments, technical information, marketing activities and procedures, method of operating 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 that is confidential in nature that is obtained, in any manner, whether in written, electronic, or other form now known or conceptualized in the future, obtained or transmitted from or through this website or any website of the Company, or in existence now or in the future.

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Signature

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

Christopher C. Whelchel
Prokauer Boyd LLP
One Boca Place
Suite 340 West
2255 Gladiolus Road
Boca Raton, Fl. 33431-7560
(561) 241-7400 cwhelchel@prokauer.com
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iviewit represents a pivotal transition in global E-commerce. Currently, E-commerce occurs across a one-dimensional plane; websites are simply brochures posted to the web. Products bought and sold use flat lifeless pictures and text. iviewit technology is remarkably different because the product comes alive, empowering the user to inspect all dimensions of the product. The site has integrated voice overlays and a live videoconference feature enabling buyer and seller to engage in real-time discussion. This live interface adds a dynamic new element to E-Commerce, the live and personal salesman. All Internet websites currently lack one major ingredient; the human sales approach. This revolutionary advancement in site design, will give our customers a tremendous advantage over traditional websites.

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