

Utley here starts using a company that does not exist. We have no state records for an Iviewit Inc. of Delaware. There was in 1999 an Iviewit Inc. of Florida that was supposedly converted to Uview. At this point in time according to Utley's own letter Iviewit.com, Inc. should be the operating company that is signing confidentialities.

Proskauer does all the confidentialities, so how is it that they use a company that does not exist in the state records of Delaware and that they never list as a company??

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