

PART 2

'Confidentiality Agreement'

This confidentiality Agreement (the "Confidentiality Agreement"), is dated as of _____, between Mrs. Maria Stevens, Zimbabwean, resident in 327 Bourke Street, Muckleneuk, Pretoria, South Africa, Passport Number: AN498648, here on "THE INVESTOR" and Mr./Mrs. Romano Ducalt (name), USA (Nationality), resident in (Residential address) , Passport number: _____, here on "THE ADMINISTRATOR",

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Confidentiality Agreement"), is dated as of

_____, between Mrs. Maria Stevens, Zimbabwean, resident in 327 Bourke Street, Muckleneuk, Pretoria, South Africa, Passport Number: AN498648, here on "THE INVESTOR" and Mr./Mrs. _____ (name), _____ (Nationality), resident in (Residential address) , Passport number: _____, here on "THE ADMINISTRATOR",

WHEREAS, Manager has requested information from Investor in connection with consideration of a possible transaction or relationship between Manager and Investor .

WHEREAS, in the course of consideration of the possible transaction or relationship, Investor may disclose to Manager confidential, important secret information concerning Investor and the concerned funds.

THEREFORE, the parties agree to enter into a confidential relationship with respect to the disclosure by Investor to Manager of certain information.

1. **Definitions.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business matter. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of Investor whether or not such information is identified as Confidential Information by Investor.

2. **Confidentiality.** Manager shall not disclose any of the Confidential Information in any manner whatsoever, and shall hold and maintain the Confidential Information in strictest confidence.

3. **Use.** Manager and its Representatives shall use the Confidential Information solely for the purpose of evaluating a possible transaction or relationship with Investor and shall not in any way use the Confidential Information to the detriment of Investor. Nothing in this Agreement shall be construed as granting any rights to Manager, by license or otherwise, to any of Investor's Confidential Information.

4. **Return of Documents.** If Manager does not proceed with the possible transaction with Investor, Manager shall notify Investor of that decision and shall, at that time or at any time upon the request of Investor for any reason, return to Investor any and all records, notes, and other written, printed or other tangible materials in its possession pertaining to the Confidential Information immediately on the written request of Investor. The returning of materials shall not relieve Manager from compliance with other terms and conditions of this Agreement.

5. **No Additional Agreements.** Neither the holding of discussions nor the exchange of material or information shall be construed as an obligation of Investor to enter into any other agreement with Manager or prohibit Investor from providing the same or similar information to other parties and entering into agreements with other parties. Investor reserves the right, in its sole discretion, to reject any and all proposals made by Manager or its Representatives with regard to a transaction between Manager and Investor and to terminate discussions and negotiations with Manager at any time. Additional agreements of the parties, if any, shall be in writing signed by Investor and Manager.

6. **Irreparable Harm.** Manager understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Investor irreparable harm, the extent of which may be difficult to ascertain, and therefore agrees that Investor shall have the right to take any steps in order to remedy the extent of damage caused by the failure of the Manager disclosing Confidential Information. Manager expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance.

7. **Governing Law and Equitable Relief:** This Agreement shall be governed and construed in accordance with the laws of South Africa and the parties hereto consent to the exclusive jurisdiction of the provincial courts of South Africa located thereto for any dispute arising out of this Agreement.

8 **Notices:** In the event that the Manager is required in a civil or regulatory proceeding to disclose any part of the Confidential Information, the Manager will give to the Investor prompt written notice of such request by fax or mail at the address indicated in this Agreement so that the Investor may seek an appropriate remedy or to otherwise oppose compliance by the Manager's in regards to the request. If the Manager loses or makes unauthorized disclosure of any of the Confidential Information, the recipient will immediately notify the Investor and take all reasonable steps if necessary to retrieve the lost or improperly disclosed Confidential Information.

9. **No implied Waiver** Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

10. **GOVERNING LAWS**

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Republic of South Africa,

THE INVESTOR

THE ADMINISTRATOR

SIGNATURE

SIGNATURE

Mrs. Maria Stevens (Name)
Passport Number: AN498648

Passport Number: _____

Date of Signature
Nationality ZIMBABWEAN
Address of Residence: 327 Bourke Street
Muckleneuk,
City: Pretoria
Country: R.S.A
e-mail 1: mariastevens2002@sify.com
e-mail 2: mariaconfidentialmail@executivemail.co.za

Date of Signature 6/9/08
Nationality USA
Address: 332 E Ontario St

City: Chicago, IL 60611
Country: USA
e-mail 1: romano.ducutt@yahoo.com
e-mail 2: _____