



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

***This Non-Disclosure and Non-Circumvention Agreement is
Entered into as of 1st March, 2009.***

Between

Suxé International Ltd.

Big Bend, Swaziland.

And

USA Distillers. Matata, Big Bend, Swaziland

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The Parties to this agreement are interested in evaluating information which might lead to either a comprehensive agreement, or a series of agreements to work together in a yet to be defined relationship, to pursue and participate in certain business opportunities which have been or may be identified by the respective parties (the opportunities). This evaluation may require the exchange of confidential information, which may include, but is not limited to, proprietary information including access to formulae, business partners, suppliers, engineering, key contracted individuals, information and/or materials. This confidential information may relate to past, present, or future products, research development, inventions, trade secrets, processes marketing information, data, bids or so on, relating to the business affairs, marketing strategies and operations of the respective parties and any business and/or professional interests they may represent. In consideration of either party furnishing the other with confidential Information they individually and respectively agree to the following:-

1. For the purposes of this agreement, the '**Discloser**' shall mean the party disclosing the confidential information and '**Recipient**' shall mean the party receiving the confidential Information from the Disclosure.
 2. Recipient recognizes and acknowledges the Confidential Information has substantial value for commercial exploitation as well as a competitive value and that this information must be protected as both proprietary and confidential in order to protect the **Discloser's** business and strategic interests and that damage could result to the disclosure if any of the Confidential Information is disclosed to any third party.
 3. The term 'Confidential Information' does not include any information which a) has been made public other than by acts of the **Recipient** or its representatives in violation of this agreement, or is already in the **Recipients'** possession or b) becomes available to **Recipient** on a non-confidential basis from a source that is entitled to disclose it on a non-confidential basis or c) is independently developed by the **Recipient** with appropriate documentation or D) is or at any time hereafter becomes available to the public.
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4. **Recipient** agrees that the Confidential Information will be used solely for the purpose of evaluating the transaction described above. Unless and until the **Recipient** and the **Discloser** have entered into a definitive agreement or agreements, the Confidential Information shall be kept confidential by the **Recipient** and its advisors, except that **Recipient** may disclose the Confidential Information or portions thereof to those of its directors, officers, employees, attorneys, consultants and agents (collectively termed as the Representatives') who need to know such information for the purpose of evaluating the possible transactions with the **Discloser**. Said representatives shall be informed of the confidential nature of the Confidential Information and shall agree to be bound by this agreement and not to disclose this information to any other individual.
 5. In the event that the **Recipient** or its Representatives are requested in any proceeding by a court of competent jurisdiction to disclose any confidential Information, the **Recipient** will give the **Discloser** prompt notice of such a request so that the **Discloser** may seek an appropriate protective order. If in the absence of a protective order, the **Recipient** or its representatives are nonetheless compelled by such a court to disclose such Confidential Information, the **Recipient** or its representatives, as the case may be, may disclose such information to the extent that they are compelled to do so in such proceeding, without liability hereunder, provided that the **Recipient** gives the **Discloser** written notice of the information to be disclosed as far in advance as is practicable and upon the **Disclosers** request and at its expense, the **Recipient** uses its reasonable best efforts to obtain assurances that confidential treatment will be accorded to such information.
 6. Each party agrees that it acquires no rights in said business information of the others and/or products or related specifications or information as a result of this Agreement and that it will not attempt to acquire any trademark, patent, copyright or other rights in any area, product, product specifications, or information submitted by either party. Each party further agrees that should it or any employees, agents, or assigns to make any improvements, alterations for design changes to said business information and/or products, whether such improvements, alterations or
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design changes are patentable or not, all rights in said improvements, alterations or design changes shall belong exclusively to the party owning and providing the information.

7. Upon the **Discloser's** request, the **Recipient** will promptly return to the **Discloser** all copies of all Confidential Information furnished to the **Recipient** or its representatives and will destroy all analysis, compilations, studies and other material prepared by the **Recipient** or its representatives based in whole or in part on such Confidential Information. In the event that the transactions contemplated by this Agreement are not consummated, neither the **Recipient** nor its Representatives shall, without the prior written consent of **Discloser**, use any of the Confidential Information for any purpose.
 8. The **Recipient** understands that neither the **Discloser** nor any of its Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information and the **Recipient** agrees that neither the **Discloser** nor any of its Representatives shall have liability to the **Recipient** or any other person resulting from the use or reliance on the Confidential Information.
 9. The **Recipient** agrees that money damages would not be sufficient remedy for any breach of this **Agreement** by it or its Representatives and that, in addition to all other remedies, the **Discloser** shall be entitled to specific performance and injunction or other equitable relief as a remedy for any such breach and the **Recipient** further agrees to waive and to use its best efforts to cause its Representatives to waive, any requirements for the securing or posting of any bond in connection with such remedy. The **Recipient** agrees to be responsible for any breach of this agreement by any of its Representatives hereunder. The **Recipient** agrees to reimburse the **Discloser** of all costs and expenses including reasonable attorneys' fees incurred by the **Discloser** in this regard, provided the **Recipient** or its Representatives are found to have violated this agreement by a court of competent jurisdiction.
 10. No failure or delay by the **Discloser** or any of its Representatives in exercising any right, power or privilege under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any
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right, power or privilege hereunder. No provision of this Agreement may be waived or amended nor any consent given except in writing signed by a duly authorized representative of the **Discloser**, which specifically refers to this agreement and the provisions so amended, or for which such waiver or consent is given. In case any provision of this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this agreement shall not be affected or impaired thereby.

11. This agreement shall be binding upon and defer to the benefit of the successors and permitted assigns of either party hereto, including employees, officers, directors, shareholders, affiliates, independent contractors, successors and the like. The **Recipient** shall require any and all its employees, officers, directors, shareholders affiliates, independent contractors, successors and the like to protect requirements of this Agreement to the extent that the **Recipient** shall cause such individuals and entities to execute any documents necessary to have this agreement enforceable by the **Discloser** against such individuals and entities. Except as described below, the **Recipient** may not assign any of its rights to delegate any of its obligations under this Agreement to any third party without the written permission of the other party. Both parties understand that violation of their respective covenants and Agreements may cause the other irreparable harm and damage, that may not be recovered at law and each agrees that the others remedies for breach may be in equity by way of injunctive relief, as well as for damages and other relief available to the non-breaching party, whether in law or in equity.
 12. The validity, construction and performance of this Agreement shall be governed by the internal laws of the Republic of South Africa, without regard to provisions regarding conflicts of law. If any provisions of this agreement are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.
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13. Any unresolved dispute arising under this agreement must be submitted to the Courts of South Africa.
14. No license under any patent or future improvement patent, proprietary information, copyright, trademark and/or trade secret is granted or implied.
15. This Agreement shall come into force on the effective date stated at the top of page 1 and shall terminate one year thereafter, unless extended by mutual consent. However, the obligation of confidentiality and non-use shall remain in effect as to any Confidential Information through ten years after receipt of said information by the **Recipient**.

Signed For and On Behalf of Suxé International.

Signed For and On Behalf of Recipient.
