NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is hereby entered into as of August 22, 2008 by and between at fine Land Luce ("Setf" on behalf of themselves and their Affiliates (as defined below), and PIXIU GROUP, LLC, a Delaware corporation, on behalf of itself and its
defined below), and PIXIU GROUP, LLC, a Delaware corporation, on behalf of itself and its Affiliates ("PIXIU GROUP"). For purposes of this Agreement, "Affiliates" of a person or entity shall mean entities controlled by, under common control or controlling such person or entity.
In connection with website design and development services related to internet-based businesses ("The Project") that
In consideration of the mutual promises contained herein, the parties agree as follows:
1. <u>Definition of Confidential Information</u>
(a) For purposes of this Agreement, "Confidential Information" shall mean all information or material of PIXIU GROUP , whether revealed orally, visually, or in tangible or electronic form, in connection with the Project that is not generally known to the public, including, but not limited to, business strategies and procedures, product specifications and drawings, marketing and data, and information regarding future business, development, and financial data.
(b) "Confidential Information" shall not include information which (i) was already rightfully known to the receiving party prior to the time that it is disclosed to the receiving party hereunder; (ii) is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) has been rightfully received from a third party not under obligation of confidentiality to the disclosing party and without breach of this Agreement; (iv) has been approved for release by written authorization of the disclosing party; (v) is independently developed by one party without using the confidential information of the other party; or (vi) is required to be disclosed pursuant to a final binding order of a governmental agency or court of competent jurisdiction, provided that the disclosing party has been given reasonable notice of the pendency of such an order and the opportunity to contest it.
2. Obligations of Confidentiality
understands and agrees that it will be deemed in a relationship of confidence with respect to the Confidential Information disclosed to it by PIXIU GROUP. Set Fire agrees to hold PIXIU GROUP'S Confidential Information in strict confidence and not to disclose such Confidential Information to any third party or to use it for any purpose other than for the business purpose referenced above. Set Fire will employ all reasonable steps to protect the Confidential Information of PIXIU GROUP from unauthorized or inadvertent disclosure, including but not limited to all steps that it takes to protect its own information that it considers proprietary and trade secret. Set Fire may
disclose its Confidential Information to its responsible employees, attorneys and consultants but

only to the extent necessary to pursue such discussions with the other party, and
Serkive agrees to instruct all such employees, attorneys and consultants to carry ou
its obligations under this Agreement not to disclose such Confidential Information to third parties,
and not to use it for any purpose (other than to pursue such discussions on behalf of the receiving
party), without the prior written permission of PIXIU GROUP. Set five shall be
responsible for any acts or omissions of such employees in conflict with this Agreement or with any
of the instructions required to be given in accordance with the foregoing.

3. Return of Materials

4. Ownership of Confidential Information

PIXIU GROUP shall be deemed the owner of all Confidential Information disclosed by it hereunder, including all patent, copyright, trademark, trade secret and other proprietary rights and interests therein, and $\frac{1}{2} \frac{1}{2} \frac{1$

5. <u>Injunctive Relief and Attorneys' Fees</u>

disposition of Confidential Information of PIXIU GROUP would cause irreparable harm and significant injury which would be difficult to ascertain. Accordingly, the parties agree that PIXIU GROUP shall have the right to an immediate injunction in the event of any breach of the obligations set forth in Section 2 of this Agreement, in addition to any other remedies that may be available to PIXIU GROUP at law or in equity. In the event of an action to enforce the provisions of this Agreement, the party seeking such enforcement, if it prevails, shall be entitled, in addition to any other relief granted, to recover from the other party the reasonable costs and expenses of such enforcement, including reasonable attorneys' fees.

6. Severability

If any provision of this Agreement or any portion of any such provision shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect, and the provision or portion thereof affected by such holding shall be modified, if possible, so that it is enforceable to the maximum extent permissible.

7. Duration

This Agreement shall remain in effect until the first to occur of (a) written notice by **PIXIU GROUP** to terminate this Agreement, or (b) the date that is one (1) year from the date hereof.

8. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to or application of choice of law rules or principles.

9. Entire Agreement

This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and may not be modified except by a written instrument signed by an authorized representative of each party. This Agreement shall be for the benefit of the parties and their respective subsidiaries and affiliates.

10. No Exclusivity

Nothing contained herein shall be deemed to obligate PIXIU GROUP to deal exclusively with _______ with respect to the Project, or any part thereof, and PIXIU GROUP shall be free to engage other parties to perform the same or similar work as is being request of ______ with respect to the Project.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

"PIXIU GROUP"

PIXIU GROUP, LLC,

a Delaware corporation

By:				
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Name: Carol Y. Lee Title: Principal

Set Rive, a Neunda Corporation

By: Name: Make Dann

Title: CEO