

MUTUAL NON-DISCLOSURE/NON COMPETE AGREEMENT

This Agreement is entered into as of _____ by and between The James F. Riordan Company, Inc. ("JFRC"), of 3110 Camerosa Circle Cameron Park, CA, 95682 and _____ ("Company"), whose principal place of business is located at _____

JFRC and Company desire to enter into confidential discussions concerning products, technology, processes, designs, tools, suppliers, business practices and/or marketing, financial, and/or sales information regarding _____ and other products and technologies ("Confidential Information"). This Confidential Information includes, but is not limited to, drawings, artwork, photos, prototypes, schematics, circuit boards, chip designs, software code, samples, and other written or verbal information.

The undersigned agree as follows:

1) This Agreement will apply to all Confidential Information disclosed by JFRC or Company to the other in the course of their discussions. Confidential Information will not, however, include information that (a) was already known to the receiving party, (b) had become publicly known through no wrongful act of the receiving party, (c) has been rightfully received from a third party without restriction on disclosure and without breach of an obligation of confidentiality to the disclosing party, (d) has been independently developed by the receiving party without breach of this Agreement, (e) has been approved for release by written authorization of the disclosing party or f) is regularly furnished by the disclosing party to third parties without similar restrictions on disclosure.

2) JFRC and Company mutually agree to hold each other's Confidential Information in strict confidence and not to disclose such Confidential Information to any third party except as permitted herein. Company and JFRC may disclose each other's Confidential Information to their respective responsible employees, who shall be bound by the terms of this Agreement.

3) JFRC and Company agree not to use the Confidential Information for any purpose other than the contemplated discussions and specifically agree not to use the Confidential Information for any competitive purpose or in any manner that damages the party disclosing the Confidential Information.

4) JFRC and the Company acknowledge that all Confidential Information of the disclosing party will be owned solely by the disclosing party and that the unauthorized disclosure or use of such Confidential Information could cause irreparable harm and significant injury that may be difficult to ascertain.

5) Upon the written request of either party, the receiving party will return to the disclosing party all items containing Confidential Information and all copies thereof.

6) Nothing contained in this Agreement will be construed as granting to any third party, including the receiving party hereunder, any rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement.

7) This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof superseding in their entirety all prior agreements or understanding between the parties with respect to such subject matter, may be amended only by a writing signed by both of the parties, will be binding upon and inure to the benefit of, as applicable, the respective successors, assigns, heirs, administrators and executors of the parties, and will be governed by California law with disputes handled through binding arbitration. This agreement shall be in effect for three (3) years from date hereof.

COMPANY

JFRC, INC.

By: _____

By: _____

Name:

Name: James F. Riordan

Title:

Title: CEO

Date Signed:

Date Signed: