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CONFIDENTIALITY AGREEMENT - IOWA

TO: Prospective PURCHASER/LESSEE: _____

Thank you for your interest in a mergers and acquisitions (M&A) project. We appreciate your request for confidentiality.

You, as the prospective purchaser's agent, and the prospective purchaser will be the "Prospect" or "Prospective Purchaser" and James S. Tazzioli, an Iowa Real Estate Sales Associate, and Financial Exchange Corp., an Iowa Real Estate Broker Corporation, representing the client (SELLER), and that a client (SELLER) supplying information will be the "Company". Approval by the Company by a confidentiality agreement between the Prospect and the Company must be performed before disclosing any information to a third party.

The Prospect is interested in purchasing or leasing all or part of the assets of the business or all or part of the business of the Financial Exchange Corp.'s client Company.

"Confidential Information" includes financial statements or records, customer lists, marketing information and sales information. Confidential information shall not include information (a) that is or becomes generally available to the public from some source other than the Prospect or (b) that the Prospect had access to prior to receiving it from Company. Prospect agrees that all information will be handled confidentially as follows:

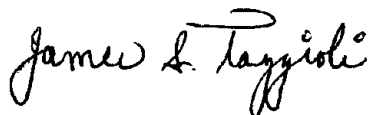
1. Prospect acknowledges that all Confidential Information shared by Company is unique and valuable and disclosure of it to third parties or use thereof by Prospect for other than purposes provided herein could cause harm to Company.
2. Prospect agrees to hold the Confidential Information in strict confidence and to limit access to the Confidential Information to those Prospect's employees and contracted financial representatives whose access is necessary to evaluate asset purchases, mergers, acquisitions, partnerships or financing.
3. Prospect agrees that it will make use of the Confidential Information only to evaluate a purchase and for no other purpose.
4. In event Prospect and Company do not enter into a purchase agreement or upon the completion of a sale, Prospect agrees that it shall promptly return all Confidential Information and copies thereof in its possession to Company.
5. Prospect agrees to protect Financial Exchange Corp.'s compensation interest from the Company (SELLER). It is agreed that if the Prospect makes a purchase/lease through Financial Exchange Corp., the Prospect is NOT liable to compensate Financial Exchange Corp. unless agreed in writing by the Prospect and the Company (SELLER).

Both Prospect and Company agree to keep secret and not to disclose to third parties the fact that discussions are being held to consider the sale of Company or its assets.

This agreement shall terminate five (5) years from the date of this letter.

If you agree to these terms please signify by signing this letter. This letter does not obligate either party to enter into any further agreements, nor does it require the Prospect to make an offer to purchase a Company's offered business or any of its assets.

Sincerely,



James S. Tazzioli, Sales Associate
Financial Exchange Corp.
M&A-Business/Iowa Real Estate Broker

(Company, SELLER/LESSOR)

(Prospective PURCHASER/LESSEE)

Date: _____

Date: _____