

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made and entered into this _____, by and between _____ (The Receiving Party) and MBMA Corporation (The Disclosing Party).

RECITALS:

WHEREAS, the parties are considering a potential business transaction; and

WHEREAS, as a condition of MBMA Corporation (The Disclosing Party) furnishing The Receiving Party with information in connection with its evaluation of a Proposed Transaction, that party is required to treat confidentially any Confidential Information (as defined below) it furnishes to its directors, officers, employees, agents or advisors; and

WHEREAS, each party desires to ensure that the Confidential Information (as defined below) so disclosed will not be used for any purpose other than an evaluation of the Proposed Transaction and, if appropriate, the negotiation of mutually acceptable definitive agreements; and

WHEREAS, each party acknowledges that the improper disclosure of the Confidential Information by the Receiving Party will cause financial harm to the Disclosing Party.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Confidential Information. For purposes of this Agreement, the term "Confidential Information" shall mean, with respect to the Disclosing Party, any "Trade Secret" (as defined under applicable law) or any information which:
 - (a) Is not generally available to the public; and
 - (b) Pertains or relates in any way to the Disclosing Party or its businesses, activities, products or services (including variations and new uses of products or services) including, without limitation, exhibitor and attendee lists, vendor lists, customer lists, marketing plans and materials, price lists and related analyses, strategic partner activities, market analyses, financial information, business plans, employee compensation information, organizational structure, reports, strategic plans, e-commerce activities,

intellectual property rights, systems, programs, techniques, know-how, software, art, works of authorship, contracts and licenses, pricing methods or other similar information, as well as any copies, reproductions, summaries, extracts, analyses, studies or other derivative works prepared by the Receiving Party or

(c) Its representatives incorporating or developed from the Confidential Information so disclosed.

The Disclosing Party owns all rights with respect to its Confidential Information disclosed to the Receiving Party, and no right, express or implied, is conveyed to the Receiving Party by the disclosure of the Confidential Information that is made by the Disclosing Party to the Receiving Party

2. Prohibition Against Disclosure or Use. The Receiving Party shall use the Confidential Information only for the purpose of evaluating the Proposed Transaction and, if appropriate, the negotiation of mutually acceptable definitive agreement and the performance of work under those agreements. Except as otherwise provided herein, the Receiving Party shall not disclose to any third party any Confidential Information concerning a Disclosing Party or appropriate any such Confidential Information for its use or benefit or for the use or benefit of any third party. The Receiving Party agrees that it shall not disclose to any person or entity, other than the Receiving Party's agents, representatives or corporate officers that have a need to know, any such Confidential Information without the prior written consent of the Disclosing Party.
3. Return of Confidential Information. Immediately upon demand by the Disclosing Party, the Receiving Party shall deliver to the Disclosing Party all of its Confidential Information and copies thereof which is then in the possession of the Receiving Party. At the request of the Disclosing Party, the Receiving Party shall certify in writing that it has destroyed or turned over to the Disclosing Party all documents containing such Confidential Information.
4. Required Disclosure. If the Receiving Party becomes legally compelled to disclose any Confidential Information, it shall immediately notify the Disclosing Party so that the Disclosing Party may, at its option, seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. Notwithstanding any other term or provision of this Agreement, the parties hereto agree that it shall be permissible for either party to make disclosures regarding this Agreement or the Proposed Transaction that are necessary or appropriate to fulfill its obligations under any applicable federal or state securities law.
5. Governing Law, and Jurisdiction. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Iowa whose courts shall have jurisdiction in any dispute involving this agreement.

6. Term of Agreement. This Agreement may not be changed except by a writing signed jointly by the parties. This Agreement shall be effective as of the date set forth above and the obligations of confidentiality and nonuse shall continue for a period of ten (10) years thereafter such date, except with respect to Trade Secrets, if any, as to which the obligations shall continue perpetually.

IN WITNESS WHEREOF the parties hereto have executed this Agreement:

Name

Name

Title

Title

For

For

Date

Date