

## NON-DISCLOSURE AGREEMENT

1. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned ("Recipient") enters into this Non-Disclosure Agreement with and for the benefit of The Lincoln Group, Inc. ("Intermediary"). Recipient acknowledges that Intermediary is an agent for any business ("Company") that Intermediary introduces to the Recipient unless stated otherwise in a Buyer-Agency contract with Recipient.
2. The Intermediary has attached hereto or has provided or may subsequently provide to the Recipient in connection herewith certain technical, financial, and/or business information (collectively the "Information") regarding the Company (as above designated) to facilitate an evaluation by the Recipient whether to acquire the Company or stock or assets thereof. The Recipient acknowledges that the Information is highly confidential and proprietary to the Company.
3. The Recipient shall not at any time, without prior written consent of the Company, furnish, copy, reproduce or distribute, in whole or in part, directly or indirectly, the Information to anyone, except Recipient's financial advisors and investors, who may be furnished with the Information for the sole purpose of advising the Recipient as to the structure of any proposed purchase of the Company (or its stock or assets), and it will keep permanently confidential the Information and will use the Information only for the purpose set forth above. The Recipient shall be under no obligation to maintain as confidential any information which (a) Recipient can show by legally sufficient written evidence was in its possession prior to disclosure by the Intermediary and/or the Company; or (b) becomes generally available to the public in tangible form other than by acts or omissions of Recipient; or (c) is lawfully obtained from a third party. The Recipient shall not contact the Company to discuss the sale or purchase of the Company or the Information without prior written consent of the Intermediary.
4. The Recipient hereby indemnifies and holds harmless the Intermediary, and its agents, representatives, employees and attorneys, from and against any and all claims, liabilities, actions, causes of action and damages, arising from or relating to any injury or loss arising out of, from, or attributed to the transactions or matters subject hereof, or the actions, omissions, wrongful conduct or other breach of this Non-Disclosure Agreement by Recipient, which indemnification shall include, without limitation, reimbursement of attorney's fees and expenses incurred by the Intermediary in connection herewith.
5. The Recipient shall not enter into any agreement for the purchase of the Company or its stock or assets unless said agreement contains a provision wherein the parties thereto acknowledge that the Intermediary is the procuring cause of such agreement and the Intermediary is entitled to an intermediary's commission as agreed upon by the Company and the Intermediary.
6. The information about the Company has been provided to The Lincoln Group by the Company. While the Information is believed to be accurate, it is subject to change, error or withdrawal of offering, without notice. The Lincoln Group expressly disclaims any and all liability for representations or warranties, expressed or implied, contained in the Information, or, for omissions from it. The Company reserves the right to require the return of the Information at any time.
7. A facsimile transmission of this document is legal and binding.
8. This Agreement contains the entire agreement between the parties hereto with regard to the subject matter hereof. If one or more of the provisions contained herein shall be held to be invalid, illegal or unenforceable, the balance of this Agreement shall remain in full force and effect. This Agreement shall be binding upon the parties' heirs, successors and assigns, where permitted. This Agreement may not be assigned by the Recipient without the prior written consent of the Intermediary. No ambiguity herein shall be resolved presumptively against any party. This Agreement shall be construed in accordance with the laws of the State of Iowa, and the obligations of the parties are performable in Bremer County, State of Iowa, where venue shall lie for any actions brought hereunder.

### RECIPIENT:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Company: \_\_\_\_\_

Fax: \_\_\_\_\_

Address: \_\_\_\_\_

Cell: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_