



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into on this ___ day of _____, 20__ by and between _____, ("Recipient"), and Ameren Illinois Company ("Ameren Illinois"). (Ameren Illinois and _____ shall be collectively referred to herein as the "Parties").

WHEREAS, Ameren Illinois is in possession of certain proprietary and confidential data and information relating to municipal customer service and account data;

WHEREAS, Ameren Illinois has agreed to the disclosure of such data and information to Recipient; and

WHEREAS, Ameren Illinois desires to have all such information handled by Recipient on a confidential basis.

NOW THEREFORE, in consideration of the execution of this Agreement, and other good and valuable consideration, and the covenants made herein, the Parties agree that the disclosure of such information by Ameren Illinois to Recipient is subject to the following terms and conditions:

1. **Receipt of Information.** Ameren Illinois disclose to Recipient, customer information protected from public disclosure pursuant to 815 ILCS 505/2HH ("Confidential Information") for use by the Recipient and its officers, directors, agents, employees and contractors (collectively, the "Representatives"), on a need-to-know basis for the purpose of facilitating electric supply aggregation pursuant to 20 ILCS 3855/1-92.
2. **Confidential Information Defined.** The Parties acknowledge that any such information referred to in paragraph above shall be considered Confidential Information. Under this Agreement, all information disclosed by the Ameren Illinois whether provided in oral, written, visual, electronic or other form is presumed to be Confidential Information unless it falls within one of the exclusions of Section 3. Confidential Information includes non-public customer specific information. Confidential Information as used herein also includes information supplied by Ameren Illinois to Recipient prior to the execution of this Agreement, and such Confidential Information shall be considered in the same manner and be subject to the same treatment as the Confidential Information made available after the execution of this Agreement.
3. **Exclusions from Definition.** Confidential Information as used herein does not include any information which (i) is already known to the Recipient at the time it is disclosed to the Recipient, provided that such prior knowledge can be substantiated by written records and documents or (ii) is or has become generally known to the public through no wrongful act of the Recipient, (iii) information permitted to be disclosed by express written authority of a customer or customers, (iv) is obtained by the Recipient from a third party who has the right, to the best of the Recipient's knowledge, to disclose the information, or (v) is required or permitted to be disclosed in order to facilitate electric supply aggregation pursuant to Illinois law.

4. Non-Disclosure Obligation. The Recipient shall maintain the confidentiality of any Confidential Information and shall not disclose such Confidential Information, in whole or in part, to any person other than its Representatives who need to know such Confidential Information. Representatives shall be informed by the Recipient of the confidential nature of the Confidential Information and shall be directed by the Recipient to treat the Confidential Information confidentially, except with the prior written consent of Ameren Illinois or as otherwise permitted hereunder. Each Recipient agrees to be responsible for any breach of this Agreement by its Representative.

5. Compliance with Legal Process. In the event that the Recipient is legally requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process or; in the opinion of counsel for the Recipient, by federal or state securities or other statutes, regulations or laws) to disclose any Confidential Information, the Recipient shall promptly notify Ameren Illinois of such request or requirement prior to disclosure so that Ameren Illinois may seek an appropriate protective order and/or waive compliance with the terms of this Agreement.

6. Remedies for Breach. Ameren Illinois may seek recourse in the form of injunctive or other equitable relief to remedy or forestall any breach or threatened breach involving a violation of this agreement, including but not limited to the marketing of goods and services beyond authorized aggregation activities. Such remedy shall not be deemed to be the exclusive remedy for any breach of this Agreement but shall be in addition to all other rights and remedies available at law or in equity.

7. Responsibility for Damages to Third Parties; Litigation Costs. Ameren Illinois shall not be responsible for damages awarded due to the improper disclosure of consumer information that is adjudicated to have been caused by the Recipient's negligence or intentional conduct. By virtue of this agreement, the Recipient assumes no liability for the improper disclosure of customer information by Ameren Illinois to parties unrelated to the Recipient or its Representatives. In the event that Ameren Illinois is a named party in a lawsuit related to the improper disclosure of customer information by the Recipient or its Representatives, Recipient will reimburse Ameren Illinois for its costs and expenses (including, without limitation, damages awarded) incurred in connection with such litigation. In the event Ameren is adjudicated to have any comparative fault, Ameren Illinois shall be responsible only for its respective share of ordered and apportioned damages. Nothing herein waives Recipient's immunities under the Illinois Governmental Tort Immunity Act or Illinois Common Law.

8. No Further Obligations. Ameren Illinois makes no representations or warranties, express or implied, with respect to the Confidential Information, including but not limited to the accuracy or completeness of the Confidential Information disclosed hereunder. Further, the Parties agree that this Agreement does not obligate either of the Parties to enter into any further agreements or to proceed with any possible relationship or other joint venture or transaction.

9. Term; Termination. Either of the Parties may terminate the exchange of Confidential Information under this Agreement at any time by written notice to the other Party specifically referencing this Agreement. In any event, however, the obligations of Recipient to maintain the confidentiality of the Confidential Information it has received under this Agreement shall continue after such termination. Termination of this agreement may result in the suspension of information listing services provided by Ameren Illinois.

10. No Waiver; Amendment; Exclusive Agreement. No failure or delay by either of the Parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. This Agreement shall not be modified, supplemented or amended except by a writing signed by both Parties hereto. This Agreement represents the exclusive agreement between the Parties in connection with the subject matter hereof.

11. Applicability to Affiliates. Any Confidential Information disclosed by an affiliated company of Ameren Illinois which would otherwise constitute Confidential Information hereunder if disclosed by Ameren Illinois, shall be deemed to constitute Confidential Information under this Agreement, and the rights of Ameren Illinois under this Agreement may be enforced by any such affiliate as if such affiliate were also a Party to this Agreement.

12. APPLICABLE LAW; JURISDICTION; WAIVER OF JURY TRIAL THIS AGREEMENT SHALL BE GOVERNED BY ILLINOIS LAW, AND SHALL BE DEEMED TO HAVE BEEN EXECUTED AND PERFORMED IN THE STATE OF ILLINOIS.

13. Notices. All notices, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to be made or given when personally delivered or 3 business days after being mailed by registered or certified United States mail, postage prepaid, return receipt requested, or 1 business day after being sent by Federal Express or other recognized courier guaranteeing overnight delivery, to the Parties at the following respective addresses, or at such other address as a respective Party may designate from time to time pursuant to a notice duly given hereunder to the Ameren Illinois:

If to Ameren Illinois:

Attn: Ms. Erika Dominic

Legal Department - Ameren Services Company

1901 Chouteau Ave.

St. Louis, MO 63103

314-554-4014 (Fax)

If to _____:

Attn: _____

_____ (Fax)

14. Signatures. By signing the below fields, the Parties agree to be bound by the terms herein and signatories below warrant authority to enter into this agreement on behalf of the Parties. This Agreement may be signed by the Parties in counterparts and via facsimile. Execution of this agreement shall terminate and replace any earlier executed non-disclosure agreement related to municipal aggregation related services.

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

RESOLUTION NO. 2012-03-014R

A RESOLUTION APPROVING A NON-DISCLOSURE AGREEMENT WITH AMEREN ILLINOIS COMPANY

(Municipal electric aggregation)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

A Non-Disclosure Agreement between the City of Urbana, Illinois, and Ameren Illinois Company, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Motion was made by Alderman _____, seconded by Alderman _____ that the Resolution be adopted.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Laurel Lunt Prussing, Mayor