

## NON-DISCLOSURE AGREEMENT

WHEREAS, Ameren Illinois is in possession of certain Confidential Information (as defined herein) relating to Ameren Illinois' business operations, Ameren Illinois' customers and/or the services provided by Ameren Illinois;

WHEREAS, Recipient, including its officers, agents, consultants or others acting on its behalf (collectively "Recipient") has requested from Ameren Illinois certain Confidential Information for the purpose of completing a lawful objective or function; and

WHEREAS, Ameren Illinois has agreed, subject to the terms of this Agreement and to the extent required or permitted by Illinois law, to the disclosure of such Confidential Information to Recipient; and

WHEREAS, Ameren Illinois desires to have all such Confidential Information handled by Recipient on a confidential and need-to-know basis, subject to the terms of this Agreement; and

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 Confidential Information by Ameren Illinois to Recipient is subject to the following terms and conditions:

1. Confidential Information Defined. Confidential Information includes non-public information from or about Ameren Illinois or its affiliates, customers or business partners, including but not limited to customer-specific information, or other information that may, by operation of law or in accordance with best practices, be subject to heightened protections or sensitivities. Under this Agreement, all information disclosed by 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 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.

2. Exclusions from Definition. Confidential Information as used herein does not include any information that (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 consent or authority of a customer or customers, or (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.

3. Recognition of Protections and Prohibitions. The Recipient recognizes, acknowledges and agrees that nothing in this Agreement shall be construed to create a right or entitlement to information, Confidential or otherwise, that is otherwise protected or prohibited by law from disclosure.

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 and for the limited

purposes for which such Confidential Information is needed. 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, in writing, 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. Ownership; Return of Information. All Confidential Information (including tangible copies and computerized or electronic versions thereof) shall remain the property of Ameren Illinois. Within ten (10) days following the receipt of a written request referencing this Agreement and this paragraph from Ameren Illinois to the Recipient, hereunder, the Recipient shall deliver to the Ameren Illinois all tangible materials containing or embodying the Confidential Information received from the disclosing Party. That portion of the Confidential Information which has been incorporated into analyses, compilation, comparisons, studies or other documents prepared by the Recipient or its Representatives shall be held by the Recipient and kept confidential as provided above or shall be destroyed.

7. Remedies for Breach. Each of the Parties understands and agrees that money damages would not be a sufficient remedy for any breach of this Agreement and that 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 municipal 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.

8. 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 Illinois 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.

9. 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.

10. Term; Termination. Except as required by law, 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.

11. 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.

12. 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.

13. 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.

14. 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.