



NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (this “Agreement”) by and between:

WISCONSIN POWER AND LIGHT COMPANY (“Company”), having an address of 4902 North Biltmore Lane, Madison, WI 53718,

and

Customer Name: _____ (“Customer”)

Customer Address: _____

is dated and made effective Insert today’s date: _____ (the “Effective Date”). Company and Customer may be referred to individually as a “Party,” and collectively as the “Parties.” “Affiliate” means a person or entity directly or indirectly controlling, controlled by or under common control with the Party in question. Any person or entity will be deemed to control any partnership of which, at the time, the person or entity is a general partner, in the case of a limited partnership, or is a partner who has authority to bind the partnership, in all other cases.

RECITAL

WHEREAS, Customer, who desires to interconnect a facility to the distribution system of Company, seeks to obtain from Company information about system conditions at Customer’s proposed interconnection location (the “Purpose”);

WHEREAS, Company possesses Confidential Information (as defined below) that it is willing to disclose to Customer in connection with the Purpose, subject to the terms of this Agreement; and

WHEREAS, Customer acknowledges that the Confidential Information is confidential, proprietary or trade-secret in nature, and that disclosure or use, whether intentional or not, would be detrimental to Company.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the right to participate in such meetings or discussions and as a condition to the disclosure of Confidential Information to Customer, Customer hereby agrees as follows:

- 1. Confidential Information.** “Confidential Information” means: (i) any and all information, materials, or documents relating to Company or its business (including, but not limited to, trade secrets), without regard to form or method of delivery, that is directly or indirectly disclosed to Customer by Company, its Affiliates, or their respective directors, officers, employees or agents (“Representatives”) prior to or during the term of this Agreement (the “Disclosed

Information”); (ii) any and all reports, analyses, compilations, studies, forecasts or other documents or material prepared by Customer using the Disclosed Information; (iii) and any and all third party proprietary information disclosed to Customer by Company, its Affiliates or their respective Representatives. Confidential Information does not include any information: (a) that is generally available to the public, other than as a result of disclosure by Customer or by another person or entity subject to a confidentiality agreement with Company or that was otherwise prohibited from public disclosure of such information; (b) that Customer can reasonably demonstrate is independently developed by Customer without reliance on the Confidential Information; or (c) that is legally obtained by Customer through a third party that is not in breach of such third party’s confidentiality obligations to Company.

2. Customer Obligations. Customer agrees that it must at all times maintain all Confidential Information as confidential in accordance with this Agreement, and Customer agrees to implement all measures reasonably necessary to maintain such confidentiality, including advising its employees and contractors who have access to Confidential Information of the restrictions contained herein. Such measures will include a standard of care that is consistent with the measures Customer takes to protect its own information of a similar nature, but in any case no less stringent than a commercially reasonable level of care exercised by nationally recognized companies in Customer’s industry to protect the type of information received by Customer.

3. Securities Laws. Customer is aware, and Customer will also advise any Authorized Recipients (as defined below), that applicable securities laws restrict persons with material, non-public information concerning Company or its Affiliates (including, without limitation, Confidential Information) from purchasing or selling securities of Alliant Energy Corporation or from communicating such information to any other person or entity under circumstances in which it is reasonably foreseeable that such other person or entity is likely to purchase or sell such securities.

4. Permitted Use. Customer may use the Confidential Information only in connection with the Purpose. The Confidential Information must not be used to harm Company or its Affiliates. Customer will not, directly or indirectly, disclose or reveal any Confidential Information to any person, firm or entity, other than those officers, directors, employees and contractors of Customer or its Affiliates who have a need to know the Confidential Information in connection with the Purpose and who have been advised of the confidentiality obligations under this Agreement (“Authorized Recipients”). Customer must not and must not allow any of its Authorized Recipients to reproduce any Confidential Information in any form, except as required to accomplish the Purpose. Any reproduction of any Confidential Information will remain the property of Company. Customer is liable to Company for any use or disclosure by Customer, its Affiliates, or any of their respective Representatives, or Authorized Recipients that is not expressly permitted under this Agreement.

5. Permissible Disclosure. Customer may disclose Confidential Information that Customer determines it is legally required to disclose following a formal demand by a court, regulatory or other legal authority. Customer must, to the extent legally permissible, provide immediate notice to Company prior to such disclosure (or as soon thereafter as is reasonably possible) and, at Company’s cost, take any reasonable action that Company requests it to take to resist or limit the extent of such disclosures, including, but not limited to, such actions as may be required to help Company seek a protective order or other appropriate remedy.

6. Term. This Agreement becomes effective as of the Effective Date and expires five (5) years from the last date of disclosure of Confidential Information by Company to Customer.

7. Destruction or Return of Confidential Information. Upon receipt of written notice from Company, Customer must, at Customer's option, promptly destroy, or deliver and cause its Authorized Recipients to promptly deliver to Company or destroy: (i) all written or tangible materials containing or reflecting any Confidential Information, without retaining any copies, summaries, analyses, notes or extracts thereof; and (ii) all written or tangible materials that have been prepared by Customer or its Recipients Customers in connection with the Purpose, without retaining any copies, summaries, analyses or extracts thereof. Notwithstanding the foregoing, Customer may retain one (1) copy of the Confidential Information for the sole purpose of complying with its legal obligations (including mandatory professional ethics requirements). Any retained Confidential Information will continue to be held by Customer subject to the confidentiality obligations in this Agreement until such Confidential Information is destroyed in its ordinary course. Upon receipt of written request from Company, Customer will promptly certify in writing that it has complied with its obligations contained in this Section 7.

8. No Warranties or Representations. Neither Company, nor its Affiliates, or their Representatives make any representation or warranty, express or implied, as to the quality, accuracy, completeness, reliability, merchantability or fitness for a particular purpose of the Confidential Information disclosed to Customer. Company, its Affiliates, and their Representatives are not liable for any errors or omissions in the Confidential Information and are not liable for the use of or reliance upon the Confidential Information by Customer.

9. Breach. Customer must immediately notify Company upon discovery of any disclosure, loss, or use in violation of this Agreement of the Confidential Information. Customer acknowledges that a breach by it of any of the provisions of this Agreement would have a material and adverse effect upon Company and damages arising from such breach may be difficult to ascertain. In the event of a breach, Customer agrees that in addition to, and without limiting any other right or remedy Company may have, Company is entitled to seek equitable relief, including injunction and specific performance. Further, any breach or alleged breach of any of the provisions of this Agreement may result in Customer being eliminated from any further discussions with or consideration by Company for services in connection with the Purpose. If Company should seek injunctive relief hereunder, Customer waives any requirement that Company submit proof of the economic value of any Confidential Information or post a bond or any other form of security. In addition to the foregoing, Customer will indemnify and hold harmless Company, its Affiliates, and each of their respective Representatives, against and from any and all liability, loss, damages, claims, demands, costs and expenses, fines and penalties of whatsoever nature, including court costs and attorney's fees, arising from or related to a breach by Customer of this Agreement. Customer expressly agrees to pay all reasonable costs and attorneys' fees reasonably incurred by Company in order to enforce Customer's obligations under this Agreement, regardless of whether litigation is commenced or prosecuted to a judgment.

10. No Commitment. This Agreement does not constitute a commitment or promise by or contract with Company or its Affiliates to enter into an actual business relationship with Customer in connection with the Purpose or otherwise. Company and its Affiliates are not liable to Customer for any business decisions that Customer makes in connection with this Agreement or in anticipation of any possible future business relationship.

11. Notice. Any notices sent in relation to this Agreement or required by law must be in writing and must be delivered to the address set forth above. Notice delivered by courier will be deemed to have been received on the business day after it is sent or such earlier time as is confirmed by the receiving Party. Notice delivered by mail is deemed delivered on the date the notice is deposited with the United States Postal Service, postage prepaid, and properly addressed to the receiving Party at the address set forth above. Proof of such date (although not required) may be proved by United States Postal Service postmark. Should either Party elect to send a notice by multiple means, each such notice will operate independently as a properly served notice.

12. Third Party Beneficiary. This Agreement will be binding on Customer's successors and assigns and will inure to the benefit of, and be enforceable by, the successors and assigns of Company. However, none of the benefits of this Agreement will be assigned (whether by operation of law, sale of securities or assets, merger or otherwise) in whole or in part without the prior written approval of the other Party, which will not be unreasonably withheld or delayed. Customer acknowledges and agrees that each Company Affiliate is an intended third-party beneficiary of this Agreement.

13. Severability. The provisions of this Agreement are severable. In the event that any of the provisions are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions will be enforceable to the fullest extent permitted by law.

14. Amendments. This Agreement may be waived, amended, or modified only by an instrument in writing signed by the Party against whom such waiver, amendment or modification is sought to be enforced, and such written instrument must set forth specifically the provisions of this Agreement which are to be waived, amended or modified. Any amendment purported to be made other than in accordance with this Section 14 is null and void for all purposes.

15. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to any principles of conflicts of law. Each Party irrevocably submits to the exclusive jurisdiction of the state courts of the State of Wisconsin and the federal district courts located in the Western District of Wisconsin for the purpose of any suit, action or other proceeding related to or arising out of this Agreement.

16. Survival. Any provision specifically designated in this Agreement to survive the termination or expiration of this Agreement and any other provision which, by its nature, may become performable by a Party after termination of this Agreement will survive termination or expiration of this Agreement.

17. Integration. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous understandings or agreements, whether written or oral, in respect of such subject matter. The language used in this Agreement will be deemed to express the mutual intent of the Parties, and no rule of strict construction will be applied to any provision.

18. Counterparts. This Agreement may be executed by facsimile or otherwise, and in any number of counterparts, each of which will be deemed an original, but all of which constitute one and the same agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Confidentiality Agreement to be duly executed by its authorized representative as of the date first above written.

CUSTOMER NAME:

By: _____
Print Name: _____
Title: _____

WISCONSIN POWER AND LIGHT COMPANY

By: /s/ Bradley Pincombe
Print Name: Bradley Pincombe
Title: Director, Strategy & Customer Solutions