

**MidAmerican Energy Services, LLC**  
**Terms and Conditions of Commercial Referral Program**  
**Updated: 3/10/2020**

**Referral Program Overview**

MidAmerican Energy Services, LLC (MES) commercial referral program allows Referring Customers to receive bill credits for referring a qualified organization (Referred Customer) that executes a retail electric supply agreement with MES (herein referred to as the Program).

By submitting a referral under the Program, each Referring Customer (as hereinafter defined) has received and agrees it will be subject to the Program's Terms and Conditions. The decisions of MES are final and binding in all respects. The Program is subject to all applicable federal, state and local laws, rules and regulations. Void where prohibited or restricted by law, rule or regulation.

Failure to abide by these Terms and Conditions may result in immediate termination of participation in the Program and forfeiture of any Bill Credits. Referring Customer shall remain in full compliance with any and all applicable federal, state and local laws, rules and regulations; and shall not participate in any type of sales process with a Referred Customer after submitting the referral in writing. Participation in the Program shall not be interpreted as permission to act on behalf of MES, its parent, or respected affiliates. Nothing herein is intended to constitute or imply an employer/employee relationship, joint venture, partnership or association between the Program participant and MES, its parent, or respective affiliates.

MES, at its sole discretion, will determine the eligibility of Program Participants, Customers, and Qualified Referrals. MES may terminate or cancel the entire Program at any time for any reason or no reason.

**Definitions**

Referring Customer: A commercial, industrial or governmental customer with an active retail electric supply agreement in place with MES.

Referred Customer: A commercial, industrial or governmental customer that executes a retail electric supply agreement as a result of being referred for retail electric services by a current customer of MES. MES, at its sole discretion, may determine if a referred customer is qualified for bill credits.

**Program Timeline:** The Referral Program begins at 12:01 AM Central Prevailing Time on March 10, 2020 and ends at 11:59 PM Central Prevailing Time on September 30, 2020.

**Submission Requirements:** To be eligible for a \$250 referral bill credit and the \$5,000 drawing, the following must occur within the defined Program timelines:

- 1) The referral must be received in writing by email to the assigned account representative including legal entity name and applicable contact name(s), telephone number(s) and email address(es). No other method of referral is permitted, and incomplete and/or inaccurate referrals are void and;
- 2) Both the Referred and Referring Customers must meet the requirements defined herein.

**Referred Customer Requirements**

To qualify as a Referred Customer, the customer must meet the following requirements:

- Electric usage must be a minimum of 50,000 kWh annually based on historical usage over the past twelve (12) months. For any Referred Customer with fewer than twelve (12) previous meter read cycles of available usage, MES shall, in its sole and absolute discretion, estimate annual usage based on the most recent data available; and
- Must be a commercial, industrial or governmental account (residential accounts are not eligible); and
- Must not have an active or pending retail electric supply agreement with MES; and
- Must not have been priced for electric service by MES in the last 12 months; and
- Must meet MES' standard credit qualifications.

## **Referring Customer Requirements**

To qualify as a Referring Customer, the customer must meet the following requirements:

- Must have an active retail electric supply contract with MES at the time of referral; and
- Must be in good credit standing with MES; and
- Must be an active customer at the time the Referred Customer signs a retail electric supply agreement with MES.

## **\$250 Bill Credit Qualifications**

- For the Referring Customer to qualify for a one-time \$250 bill credit, the Referred Customer must meet program requirements and execute a minimum of a 12-month retail electric supply agreement with MES within the defined program timeline; and
- The Referring Customer must have an active retail electric supply agreement in place with MES at the time the \$250 bill credit is applied; and
- The \$250 bill credit will be applied on the first day of the month after the Referred Customer has an executed a qualified Retail Electric Supply Agreement with MES; and
- The \$250 bill credit will be applied to a single account; and
- The \$250 bill credit cannot be exchanged for a cash refund; and
- In the event that a Referred Customer signs multiple retail electric supply agreements with MES, then MES shall pay Referring Customer a Referral Reward upon the signing of the first retail electric supply agreement only.

## **\$5,000 Bill Credit Drawing**

- Referring Customers will be entered into a drawing for a \$5,000 bill credit at the end of the program; and
- Referring Customers will receive one entry for each Referred Customer that executes a retail electric supply agreement with MES during the defined program timeline; and
- One Referring Customer will be awarded the \$5,000 bill credit awarded through a random drawing by October 2, 2020. The winner will be notified in writing by October 8, 2020; and
- The \$5,000 bill credit will be applied on the first day of the month after the drawing; and
- The Referring Customer must have an active retail electric supply agreement in place with MES at the time the \$5,000 bill credit is applied; and
- The \$5,000 bill credit will be applied to a single account; and
- The \$5,000 bill credit cannot be exchanged for a cash refund.

**Disclosure of Information:** By participating in this Program, MES is authorized to disclose necessary information related to the Program to agents of MES or its affiliates, including but not limited to auditors, consultants or attorneys or to comply with government, legal or regulatory requests.

**Dispute Resolution:** All inquiries, questions, complaints or disputes about the supply portion of Program participant's energy bill may be directed to MidAmerican Energy Services, P.O. Box 4350, Davenport, IA, 52808 or by phone at (800) 342-3346. All interpretations of Program terms and conditions shall be at the sole and absolute discretion of MES. In the event that an error is made by MES, such error shall not constitute a breach of these terms and conditions.

**Taxes:** The sale, barter, assignment, or other disposal of the Bill Credit is expressly prohibited. Bill Credits do not constitute property, may not be assigned and are not transferable to any third party. Any Bill Credits assigned, sold, or otherwise transferred in violation of these terms and conditions is void. Each Referred Customer is fully responsible for any and all applicable federal, state and local taxes (including income and withholding taxes) with respect to any Bill Credit.

**Indemnification:** Each party agrees to indemnify, defend and hold the other party harmless from and against all third-party claims for damages, liability and expenses relating to or arising out of damage to property or injury to persons (including death) resulting from the negligent acts, errors or omissions of a party or its agents. If the parties are held jointly and severally liable for any claim, damage, liability or expense of any third-party, a right of contribution will exist between the parties.

**Warranties:** THE PROGRAM IS PROVIDED TO EACH PARTICIPANT "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY OR CONDITION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MES EXCLUDES ALL CONDITIONS, REPRESENTATIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED INTO OR INCORPORATED INTO THESE TERMS AND CONDITIONS, WHETHER BY STATUTE, COMMON LAW OR OTHERWISE, WITH RESPECT TO THE PROGRAM, INCLUDING IMPLIED WARRANTIES AND TERMS AS TO MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND IMPLIED WARRANTIES AND TERMS ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

PROGRAM PARTICIPANTS ACKNOWLEDGE THAT PROGRAM PARTICIPANTS HAVE NOT RELIED UPON ANY REPRESENTATION, WARRANTY OR OTHER ASSURANCE GIVEN OR MADE BY OR ON BEHALF OF MES PRIOR TO THESE TERMS AND CONDITIONS AND PROGRAM PARTICIPANTS WAIVE ALL REMEDIES WHICH MIGHT OTHERWISE BE AVAILABLE TO PROGRAM PARTICIPANTS IN RESPECT OF SUCH REPRESENTATION, WARRANTY OR OTHER ASSURANCE.

**Miscellaneous:** If there is a change in law, regulation or applicable tariffs or regulatory interpretation thereof that affects MES' provision the Program, either party has the right to terminate these Terms and Conditions with 30 days written notice. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS PROGRAM. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.