

TRADE ALLY NETWORK REQUIREMENTS

MidAmerican Energy Company (MidAmerican Energy) sponsors the EnergyAdvantage[®] Trade Ally Network (Network) for EnergyAdvantage Trade Ally Partners (Trade Ally Partners) to promote the EnergyAdvantage programs to MidAmerican Energy customers. The EnergyAdvantage programs provide rebates to eligible residential, commercial and industrial customers to encourage the sale and installation of energy-efficient equipment in customer facilities in MidAmerican Energy's service territory.

The Network is comprised of qualified trade allies committed to the design, manufacture, distribution, installation, servicing and promotion of high-quality energy efficiency technologies. Trade Ally Partners will gain exclusive access to program tools and training to increase sales while promoting energy efficiency technologies.

The Network is sponsored by MidAmerican Energy and administered by Nexant, Inc., acting as the Trade Ally Outreach Implementation Contractor (Trade Ally Implementation Contractor). MidAmerican Energy has authorized Trade Ally Implementation Contractor to perform activities including, but not limited to: review, processing and approval of Trade Ally Network applications; qualifying, training and educating Trade Ally Partners; and Trade Ally Partner support.

To participate in the Network to take advantage of the benefits, qualified Trade Ally Partners must meet the participation benefits and agree to abide by the Trade Ally Network Requirements.

PARTICIPATION BENEFITS

Membership

EnergyAdvantage Trade Ally Network benefits:

- **Access to Trade Ally Ambassadors:** EnergyAdvantage Trade Ally Partners receive support from designated MidAmerican Energy program experts. These dedicated resources are available to provide one-on-one program guidance, answer questions, collect recommendations and advocate for Trade Ally Partners.
- **Trade Ally Partner certificate and title:** Verify to customers that you are an official partner by displaying your Network certificate. Promote to customers that you are an official partner by placing "MidAmerican EnergyAdvantage[®] Trade Ally Partner," on your marketing materials including business cards, email signatures, advertisements/promotional items, websites and/or newsletters.
- **Education and training:** Maximize program participation and potential opportunities by participating in our complimentary training and mentoring offerings throughout our service territory. The training programs are designed to increase both technical and sales expertise, specifically related to the rebate programs. Training includes, but is not limited to, equipment eligibility, rebate amounts, the application process, and the anticipated customer energy and cost savings associated with qualifying high-efficiency equipment.
- **Latest news:** Receive advance notice of events, program changes, updates and promotions through email and the EnergyAdvantage Trade Ally Network website. You can access the website at www.tradeallycentral.com.

MidAmerican Energy will review network membership annually for compliance with Network Requirements, which are set forth below and in the Trade Ally Network Application. MidAmerican Energy may extend Partnership on a year to year basis, provided Network Requirements are met.

TRADE ALLY NETWORK REQUIREMENTS

Trade Ally Network Application Requirements

To qualify as a Trade Ally Partner, each applicant must submit a completed and signed Trade Ally Network Application and meet all participant application requirements as described in this document. Trade Ally Implementation Contractor, in conjunction with MidAmerican Energy, will review the Trade Ally Network Application and submitted documentation. Trade Ally Implementation Contractor and MidAmerican Energy, in their sole judgment and discretion, will make the determination(s) as to whether the Network participation requirements set forth in this document have been met and as to the approval of the applicant as a Trade Ally Partner.

It is further expressly recognized and agreed that nothing in this document shall be interpreted to create for any applicant a legal entitlement. Applicant agrees to provide MidAmerican Energy or Trade Ally Implementation Contractor with any information necessary to process its application. Once approved, the Trade Ally Partner is responsible for updating any changes or additions to the initial application when the changes occur, and the Trade Ally Partner is responsible for submitting all required Network documentation annually.

Licensing Requirements

Applicants must provide a copy of their current state business license and/or contractor's license with their completed application. Once approved, the Trade Ally Partner is responsible for providing current licensing information on an annual basis to MidAmerican Energy.

References

Applicants must provide customer references from at least three energy efficiency projects and/or installations completed within the last two years and two trade references. Ongoing Trade Ally Partner status will be contingent upon continued positive customer reviews of provided energy efficiency services. Trade Ally Partner authorizes MidAmerican Energy and Trade Ally Implementation Contractor to contact the references provided in the Trade Ally Network Application.

Proof of Insurance

Applicants must provide proof of current insurance coverage with liability limits appropriate for the type of work the organization performs and in accordance with prudent business and construction industry practices.

Once approved, the Trade Ally Partner is responsible for providing current information on an annual basis to MidAmerican Energy with minimum coverages and limits as set forth below:

1. Worker's Compensation Insurance and Occupational Disease Insurance in accordance with statutory requirements of the state and/or Federal Regulations (FELA, USL&H, Jones Act) and Employers' Liability Insurance with limits of not less than:
 - Bodily Injury by Accident \$500,000 Each Accident
 - Bodily Injury by Disease \$500,000 Policy Limit
 - Bodily Injury by Disease \$500,000 Each Employeecovering all locations where the Trade Ally Partner will be performing any services as a result of participation in the Network or related to an EnergyAdvantage program.
2. The most recently approved ISO Commercial General Liability Insurance policy, or its equivalent, written on an Occurrence Basis, with limits not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate (on a per location and/or per job basis) Bodily Injury and Property Damage, including the following coverages:
 - Premises and Operations Coverage
 - Independent Contractor's Coverage
 - Contractual Liability
 - Products and Completed Operations Coverage
 - Coverage for explosion, collapse, and underground property damage
 - Broad Form Property Damage Liability
 - Personal Injury Liability, with the contractual exclusion removed
 - Sudden and Accidental Pollution Liability, as appropriate
3. The most recently approved ISO Business Automobile Liability Insurance policy, or its equivalent, covering owned, hired and non-owned vehicles with limits not less than \$1,000,000 each accident Bodily Injury and Property Damage combined, including Sudden and Accidental Pollution Liability, as appropriate.
4. Umbrella Liability Insurance with a minimum limit of \$1,000,000 each occurrence/aggregate where applicable to be excess of the coverages and limits required in subsections 1, 2 and 3 above. Trade Ally Partner shall notify MidAmerican Energy, if at any time their full umbrella limit is not available during the term of their Network membership, and will purchase additional limits, if requested by MidAmerican Energy.

TRADE ALLY NETWORK REQUIREMENTS

Proof of Insurance (continued)

In addition to providing a copy of the certificate of insurance with its application, the Trade Ally Partner shall cause its authorized insurance representative to deliver to MidAmerican Energy [See Certificate Holder section of Sample Certificate of Liability Insurance] certificates of insurance evidencing valid coverage in effect as specified. All Workers' Compensation, Commercial General Liability, Umbrella Liability and Automobile Liability policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against MidAmerican Energy, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers, along with Nexant, Inc., it being the intention of the parties that the insurance as effected shall protect all parties. The Commercial General Liability policy waiver of subrogation endorsement shall be ISO Form CG 24 04 or its equivalent. All required insurance policies shall be endorsed to provide that the policy is primary and will not contribute with any policy carried by MidAmerican Energy.

MidAmerican Energy, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, and servants, along with Nexant, Inc., shall be named as additional insureds in each of Trade Ally Partner's insurance policies, except statutory Workers' Compensation. The Commercial General Liability additional insured endorsement will be ISO Form CG 20 10 or its equivalent.

Any and all deductibles in the above-described insurance policies or inadequacy of limits shall be assumed by, for the account of and at Trade Ally Partner's sole risk.

No cancellation or material reductions of coverage in the policies shall become effective except on thirty (30) days' written notice thereof to MidAmerican Energy. Should a loss arise during the term of the Network membership that may give rise to a claim against the Trade Ally Partner, and/or MidAmerican Energy as additional insured, the Trade Ally Partner shall deliver to MidAmerican Energy, or shall cause its insurers or agents to deliver, certified copies of the policies maintained during the term of the Network membership, if so requested by MidAmerican Energy.

MidAmerican Energy does not represent that the insurance coverages specified herein, whether in scope of coverage or amounts of coverage, are adequate to protect the obligations of the Trade Ally Partner, and the Trade Ally Partner shall be solely responsible for any deficiencies thereof. Nothing in this Section shall be deemed to limit the Trade Ally Partner's liability under the Network membership.

Training

A Trade Ally Partner must attend a mandatory orientation training event or schedule a one-on-one training session to learn more about MidAmerican Energy's EnergyAdvantage programs and the benefits of becoming a Trade Ally Partner. Upon approval, Trade Ally Partner, or its representative, shall attend at least one additional MidAmerican Energy training sessions of different content per membership year. MidAmerican Energy or its Trade Ally Implementation Contractor, at their sole discretion, may determine if good cause exists to postpone said training requirements. MidAmerican Energy or its Trade Ally Implementation Contractor have the right to terminate membership if the training requirements are not met.

Program Participation

A Trade Ally Partner shall participate in the EnergyAdvantage programs offered by MidAmerican Energy. A Trade Ally Partner must identify, design, install or otherwise influence at least one energy efficiency opportunity for an EnergyAdvantage program customer every 12 months. MidAmerican Energy or its Trade Ally Implementation Contractor have the right to terminate membership if the program participation requirements are not met. Projects may be subject to measurement and verification activities to validate anticipated energy savings and ensure the project was completed in accordance with industry best practices and program requirements. Ongoing participation in the EnergyAdvantage programs is required to maintain Trade Ally Partner status.

EnergyAdvantage program requirements may change over time without notice. Trade Ally Partners are required to verify current program requirements and procedures as needed to ensure continued compliance by contacting the Trade Ally Implementation Contractor at 877-290-4517 or tradeallycentral@midamerican.com.

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TRADE ALLY PARTNER RESPONSIBILITIES

Trade Ally Partners shall fully understand and accurately inform customers about MidAmerican Energy's EnergyAdvantage programs including program manuals, websites and other materials, assist customers in the rebate application process by providing current application forms and supporting documentation necessary to complete the rebate application and qualify for a rebate, and assist with customer inquiries about the program.

Trade Ally Partner acknowledges that participation in the Network does not constitute an endorsement of any kind on the part of MidAmerican Energy. Trade Ally Partner shall not state or imply any such endorsement, either directly or indirectly, to any customer or third party.

Trade Ally Partner represents and warrants that it is eligible and authorized to participate in the Network. At all times during participation, Trade Ally Partner must adhere to all permitting and licensing requirements as set forth by federal, state, county, and/or municipal authorities with jurisdiction overseeing work performed.

Trade Ally Partner agrees to conduct its business in an honest and ethical manner including the following areas:

1. Avoid conflicts of interest
2. Comply with all applicable laws, ordinances, regulations and codes
3. Fulfill all contractual obligations

Making false statements on any MidAmerican Energy incentive application or its supporting documentation is punishable by law. Trade Ally Partner agrees it will not knowingly file a rebate application containing any materially false information or purposely mislead or conceal information.

MidAmerican Energy has the right to demand that any incentives or reimbursement for services be returned if it is determined such incentives or services were based on fraudulent or inaccurate information. Should the Trade Ally or its representative apply for and receive duplicate payment, MidAmerican Energy reserves the right to recover duplicative payments made in excess of the entitled incentive. This document shall not limit other remedies that may be available for the filing of false or fraudulent rebate applications.

The Trade Ally Partner shall maintain in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of information relating to MidAmerican Energy's customers obtained in connection with performance of any services as a result of participation in the Network or arising out of an EnergyAdvantage program. Trade Ally Partner shall not use the customer information for any purpose whatsoever other than for the purpose of performing any program services as a Trade Ally Partner.

RECORDS RETENTION

Trade Ally Partner shall retain all necessary permits, licensures, certifications and other requirements deemed necessary by state law and EnergyAdvantage program requirements, including all relevant documentation relating to the installation of equipment or services rendered under an EnergyAdvantage program. Trade Ally Partner shall permit MidAmerican Energy, or its designee, access to inspect and make copies of all the Trade Ally Partner's documentation that, in MidAmerican Energy's judgment, relate to the EnergyAdvantage program at the Trade Ally Partner's regular place of business during normal working hours or provide copies to MidAmerican Energy upon request. Trade Ally Partner shall preserve all documentation relating to an EnergyAdvantage program for a period of three (3) years, or longer where required by law.

NETWORK TERM

Within thirty days of a completed, submitted Trade Ally Network Application, MidAmerican Energy will endeavor to make a determination on whether to approve an applicant. Such applicant will be notified of its acceptance as a Trade Ally Partner promptly after approval. The Trade Ally Partner status will be effective as of the date stated in the notification from MidAmerican Energy and shall continue until terminated in writing by either party. A Trade Ally Partner who has not been active within the Network for more than a 12-month period requires a written waiver to continue its participation in the Network.

TRADE ALLY NETWORK REQUIREMENTS

TERMINATION AND NON-COMPLIANCE

Trade Ally Partner may terminate its status as a Network member without penalty by providing 15 days written notice to MidAmerican Energy prior to termination. Written notice must be sent to MidAmerican Energy by mail, fax or email.

MidAmerican Energy Company
Attn: Energy Efficiency – DAV8
106 East 2nd Street
Davenport, IA 52801
Fax number: 563-333-8252
Email address: smchristoffersen@midamerican.com

Trade Ally Partner acknowledges that status as a member in the Network is at the discretion of MidAmerican Energy and Trade Ally Implementation Contractor. A Trade Ally Partner may be immediately removed from the Network for any reason, including, without limitation, if any of the following occurs:

- Trade Ally Partner fails to comply with any Network or EnergyAdvantage program requirements, rules or guidelines
- Trade Ally Partner misrepresents MidAmerican Energy's EnergyAdvantage programs to customers and/or other parties
- Trade Ally Partner knowingly provides false or incorrect information to MidAmerican Energy and customers
- MidAmerican Energy's EnergyAdvantage programs are terminated for any reason

MidAmerican Energy will notify the Trade Ally Partner of its Network membership termination by certified mail. The termination notice will provide the reason(s) and effective date for termination. A removed Trade Ally Partner is not eligible for consideration to be reinstated for twelve (12) calendar months from the date of notification of removal.

If a Trade Ally Partner's membership status is terminated, the Trade Ally Partner shall immediately cease promoting its participation in the Network and shall relinquish all membership benefits including returning (at their own expense) any marketing material provided by the Network. Trade Ally Partner shall provide MidAmerican Energy with a list of all customer projects in progress related to an EnergyAdvantage program where there is a signed agreement between the Trade Ally Partner and MidAmerican Energy's customer.

In response to a Trade Ally Partner's non-compliance with Network requirements, MidAmerican Energy may allow the Trade Ally Partner to continue as a Network member subject to a probationary period and corrective actions as specified by MidAmerican Energy.

MidAmerican Energy will notify the Trade Ally Partner in writing (email is sufficient) of the non-compliance action, the expectations for resolution, relevant time frames, and any other details related to the probationary Network membership status. The Trade Ally Partner will meet with MidAmerican Energy or Trade Ally Implementation Contractor at the conclusion of the probationary period to discuss Trade Ally Partner's ongoing Network membership status. A Trade Ally Partner who has been placed on probationary membership status may not be eligible to receive some or all of the Network membership benefits during that probationary period.

INDEMNIFICATION

The Trade Ally Partner shall protect, indemnify, defend, and hold harmless MidAmerican Energy, the Trade Ally Implementation Contractor, and their respective contractors, agents, or employees (collectively, "Indemnified Parties") from any claims, demands, liability, suits, actions, losses, costs (including reasonable attorney's fees), and claims of every kind and description ("Claims") in any way related, directly or indirectly, to the EnergyAdvantage program and/or Network except with respect to the negligence of either MidAmerican Energy or Trade Ally Implementation Contractor. The Trade Ally Partner agrees that the indemnification obligations shall survive any expiration or termination of this Trade Ally Network Application and shall not be limited by any required insurance coverage.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, Trade Ally Partner agrees to limit the liability of MidAmerican Energy and Trade Ally Implementation Contractor and their respective agents, contractors and service providers against any claims made by any third party, whether in contract, in tort (including negligence and strict liability), under any warranty, or otherwise, for any type of damages, whether special, indirect, incidental, consequential exemplary, reliance or punitive (even if advised of the possibility of such damages), including, without limitation, loss of use or loss of profits, arising from or relating to the EnergyAdvantage programs or the Network. Trade Ally Partner waives any claims it might have against MidAmerican Energy and Trade Ally Implementation Contractor and their respective agents, contractors and service providers.

To the fullest extent allowed by law, MidAmerican Energy and Trade Ally Implementation Contractor's total liability with regards to any equipment, measures or services provided under an EnergyAdvantage project or other obligations relating to the Network, regardless of the number of claims, shall be limited to the customer's approved incentive or rebate amount for the related project.

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NO WARRANTY

Trade Ally Partner acknowledges that any decision by Trade Ally Partner to provide installation and implementation services to a third party is solely at Trade Ally Partner's discretion and is independent from the EnergyAdvantage program or Network. Trade Ally Partner is solely responsible for the obligations, representations and warranties agreed to as a result of any third party arrangements or contractor services rendered.

MidAmerican Energy and Trade Ally Implementation Contractor do not make any warranties or representations of any kind with respect to the quality, design, manufacture, construction, safety, operation, performance, effectiveness, installation, or implementation of equipment, measures, and/or services rendered by any person or entity in connection with the EnergyAdvantage program or Network. MIDAMERICAN ENERGY AND TRADE ALLY IMPLEMENTATION CONTRACTOR DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

INDEPENDENT CONTRACTOR

Trade Ally Partner does not become an agent, employee or representative of the EnergyAdvantage program or MidAmerican Energy. MidAmerican Energy and the Trade Ally Partner shall not be considered to be joint ventures, partners, agents, servants, employees, fiduciaries or representatives of each other, and no party shall have the right or power to bind or obligate any other party to, or third party beneficiary of, these terms and conditions.

GOVERNING LAW

The laws of the state where the customer project is located, without giving effect to its principles of conflicts of laws, govern all adversarial proceedings arising out of participation in the Network. The parties agree that the proper venue and jurisdiction for any cause of action relating to Network participation will be the county where the customer's project has taken place. 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 AGREEMENT. **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.**