Gas Facts Label

Supplier:	Symmetry Energy Solutions, LLC ("Symmetry")
Supply Service:	Natural Gas – Residential and Small Commercial
Utility:	Duke Energy Ohio
Plan Name:	Fixed Rate 12
Plan Type:	Fixed Price
Price (Rate):	Your price is $0.3250 per Ccf. This rate will remain the same for the duration of the Initial Contract Term and will not fluctuate with different levels of usage.
Early Termination Fee:	$0.00
Initial Contract Term:	First available billing cycle after successful enrollment or rate change through 12 billing months.
Plan Start Date:	For new enrollments, you will begin billing on the plan in approximately one to two billing cycles once your enrollment is accepted by Symmetry and the Utility. For current customers, you will begin billing on the plan on the first available billing cycle following rate change confirmation with your utility.

Symmetry Energy Solutions, LLC ("Symmetry"), License 16-530G(1), is an independent seller of natural gas services, licensed as a Competitive Retail Natural Gas Supplier (“CRNGS”) by the Public Utilities Commission of Ohio, and does not represent or act on behalf of any utility, governmental body, or consumer group.

Switching to Symmetry will not impact the customer's natural gas service reliability. The utility remains responsible for the delivery of natural gas to the customer's premise and will continue to respond to any service calls and emergencies.

General Terms and Conditions (v. 2020-07-15)

This Gas Customer Choice Contract ("Contract") explains the terms and conditions that govern your purchase of residential or small commercial natural gas service from Symmetry Energy Solutions, LLC ("Supplier" or "Symmetry"). Symmetry, License 16-530G(1), is licensed as a Competitive Retail Natural Gas Supplier ("CRNGS") by the Public Utilities Commission of Ohio ("PUCO"). Your Contract with Symmetry for natural gas service includes terms and conditions, your Gas Facts Label ("GFL") and your confirmation letter. By accepting natural gas service from Symmetry, you have agreed to be bound by the terms of this Contract.

This Contract is for the supply of natural gas and does not include natural gas delivery service, which will be provided by your utility. You will receive one bill from your utility that will include Symmetry's charges for the supply of natural gas and your utility's charges for natural gas delivery service. The obligation of Symmetry to sell and schedule natural gas for delivery to you and the obligation of you to purchase natural gas from Symmetry is contingent upon (a) your eligibility and successful enrollment, as determined by your utility, to take natural gas from a CRNGS, and (b) the accuracy and completeness of information provided by you during the enrollment process. You represent and warrant that all information provided by you during the enrollment process is accurate and complete, to the best of your knowledge and belief.

1. CONTACT INFORMATION: Symmetry Customer Service Agents are available Monday through Friday, 7AM to 7PM CT at 1-888-200-3788 (TOLL FREE), 1-877-391-6606 (FAX). Email Symmetry at CustomerChoice@SymmetryEnergy.com or write Symmetry Energy Solutions, Attn: Retail Choice at PO BOX 1336, Houston, TX 77251-1336. You may view other Symmetry products and services online at www.SymmetryEnergy.com.

To report service outages, please call the utility that provides distribution services to your residence or business:

- Columbia Gas: 1-800-344-4077
- Dominion East Ohio: 1-800-362-7557
- Duke Energy Ohio: 1-800-544-6900

2. TYPE OF PRODUCT: Your natural gas plan is classified as a Fixed Price product, a Managed Price product, an Index Price product, or a Variable Price product as indicated on your GFL. In addition to the Price described in your GFL or Confirmation Letter, you agree to pay all applicable taxes, fees and charges described below in Section 3 (Pricing and Fees). Your service under this Contract will begin on the first available billing cycle after successful enrollment with Symmetry and will continue from that date for the term of your Contract.

3. PRICING AND FEES: Your monthly natural gas bill will be calculated by multiplying the price of natural gas per usage unit (e.g. Therm, Ccf, Mcf) by the amount of natural gas used during the billing cycle, as measured or estimated by your utility. **Your price does not include, and you are required to pay, your utility's delivery service charges, customer charges, and all other applicable charges and taxes.** For the term of this Contract, you agree to pay all amounts that are charged by Symmetry pursuant to this Contract. We may charge a fee for early cancellation of your Contract ("Early Termination Fee" or "ETF"). Such Early Termination Fee will be set forth in your GFL and is further explained below. If you change your natural gas supplier, your utility may charge a switching fee. If you return to your utility after switching to a CRNGS, you may be charged a price other than the incumbent natural gas company's regulated sales service rate; however, in the event you return to your utility after switching to Symmetry (or if you return or are returned to your utility for any other reason), you acknowledge and agree that Symmetry has no part in the rates or prices charged by the

utility.

For Fixed Price products, the rate charged by Symmetry will remain the same for the duration of the Initial Term indicated in the GFL, and the rate charged will not fluctuate with different usage levels. Symmetry may lower the price per Ccf or Mcf without consent provided there are no other changes to the terms and conditions of the Contract. Following the Initial Term, your service will continue on a Variable Price month-to-month plan as described in this Contract.

For Variable Price products, the customer's service will be provided for or continue on a month-to-month basis, cancellable at any time without penalty. The rate may remain the same or may change based on Symmetry's assessment of gas supply costs including, but not limited to, applicable market conditions, historical costs, and future cost projections. Specific costs that may be considered include, but are not limited to, transportation, fuel, storage, pooling fees, balancing, and basis. For example: If Symmetry purchases gas at $5.00 per Mcf and creates an adder of $0.99 per Mcf (based on factors similar to the factors identified above), then the cost to you would be $5.99 per Mcf. If the adder is $1.99 per Mcf, then the cost to you would be $6.99 per Mcf. The rate indicated on your Confirmation Letter is the rate at the time your Confirmation Letter is created and may or may not be the monthly rate you pay based on your service start dates on the Variable Price.

For Index Price products, the rate for the Initial Term is based on the index specified in the GFL price plus the fixed adder listed in the GFL. Symmetry shall determine the date, each month, for which the index shall be used to calculate your Index Price. For example, if the Index used is NYMEX and the NYMEX priced on the date used to determine monthly pricing is $4.00/MCF, and the Fixed Adder is $1.00 per MCF, then the Index Price will be $5.00/Mcf.

For Managed Price products, the rate may remain the same or may change during the Initial Term indicated in the GFL. The rate is based on Symmetry's assessment of gas supply costs including, but not limited to, applicable gas hedges, market conditions, historical costs, and future cost projections. Specific costs that may be considered include, but are not limited to, transportation, fuel, storage, pooling fees, balancing, and basis. For example: If Symmetry purchases gas at $3.50 per Mcf and creates an adder of $0.70 per Mcf (based on factors similar to the factors identified above), then the cost to you would be $4.20 per Mcf. If the adder is $1.00 per Mcf, then the cost to you would be $4.50 per Mcf. The rate indicated on your Confirmation Letter is the rate at the time your Confirmation Letter is created and may or may not be the monthly rate you pay based on your service start dates on the Managed Price.

The price and adders used in this section are for example only, and do not necessarily reflect the actual purchase price and/or actual adder during the term of your contract. Further, you are reminded that the above prices and adders do not include, and you are required to pay, your utility's delivery service charges, customer charges, and all other applicable charges and taxes.

4. BILLING AND PAYMENT: Bills you receive from your utility for natural gas delivery charges will also include Symmetry's charges, and you will remit payment for Symmetry's charges directly to your utility. Billing by and payment to your utility shall be subject to your utility's applicable rules. You have the right to request from Symmetry, twice within a 12 month period, up to 24 months of your payment history without charge. Failure to pay the natural gas utility charges may result in the customer being disconnected in accordance with the applicable natural gas utility tariff. Any Symmetry Early Termination Fees will be billed to you directly by Symmetry.

5. CONTRACT TERM AND CONTINUATION: The term of this Contract and the price for natural gas for the term of this

Contract are set forth in your GFL or Confirmation Letter. For new Symmetry customers, your service under this Contract will begin on the first available date, as set by your utility, after successful enrollment with Symmetry and will continue from that date for the term of your Contract. For existing Symmetry customers, your service under this Contract will begin on the first available date following the utility's acceptance of the price plan change. For fixed-term products, Symmetry will provide a written notice between 45 days and 90 days prior to contract expiration. For all products, unless you authorize a new contract with Symmetry or your service with Symmetry is terminated, at the expiration of your Contract your natural gas service will continue with Symmetry on a Variable Price month-to-month product, cancellable at any time without penalty. Contract expiration notices are not applicable for month-to-month variable rate products.

6. TERMINATION BY CUSTOMERS: If you terminate your Contract before the end of your contract term, you agree to pay the Early Termination Fee, if applicable. You have the right to terminate your Contract without penalty if you move outside of your utility's service area or within the utility's service area that does not permit portability of contract. You may terminate this Contract at any time, in writing or by calling 1-888-200-3788. Your termination will be effective on the next applicable meter read date. There is no Early Termination Fee for month-to-month customers. If you cancel this Contract before the end of the term, we reserve the right to deny you subsequent enrollment in any Symmetry supply service. After providing notice of termination of your Contract, your utility will perform a final meter read. You will be responsible for all charges incurred through the date your utility performs the final meter read. Symmetry's obligations will end after the final meter read when Symmetry is no longer designated as your CRNGS. Termination of your Contract does not excuse your obligation to pay outstanding balances or the Early Termination Fee set forth in the applicable GFL.

7. TERMINATION BY SYMMETRY: Symmetry may terminate this Contract upon 45 days written notice if we are no longer able to serve you as a result of a change in law or other act beyond our reasonable control. If you have a fixed-term product, Symmetry may also terminate this Contract upon 45 days written notice, effective at the end of the then-current term. If you have a month-to-month product, Symmetry may terminate this Contract at any time by providing 45 days written notice. Termination will be effective on the next applicable meter read date following the expiration of the applicable notice period. Upon termination by Symmetry, you will be returned to your utility's standard offer service or you may choose another AGS. If this Contract is terminated for non-payment, you will be responsible for any applicable Early Termination Fee. This Contract automatically terminates if (a) the requested service location is not served by the incumbent natural gas company; (b) the customer moves outside the incumbent natural gas company service area or to an area not served by Symmetry; or (c) Symmetry returns the customer to the customer's incumbent natural gas company's sales service, provided that Symmetry is permitted to terminate this Contract under the terms and condition of this Contract. The effective date of termination for any of the above reasons will occur on the next meter read date following expiration of the applicable notice period, at which time you will be returned to your utility for natural gas service. If this Contract is terminated, you will be responsible for payment of all natural gas and services received up to and including the effective date of termination, as well as any charges assessed by your utility. Symmetry may also charge an Early Termination Fee if this Contract is terminated because of a breach of this Contract by you, or if you provide any false, inaccurate, or misleading information during the enrollment process or at any other time that Symmetry may reasonably request information from you.

8. RIGHTS OF RECISSION OR CANCELLATION: Your utility will send you a written notice confirming your decision to enroll with Symmetry. You have the right to rescind your enrollment, without an early termination fee, within seven (7) business days following the postmark date on the utility's enrollment confirmation notice by (a) contacting your utility at the toll-free telephone number set forth in Section 1 (Contact Information) or (b) by providing written notice to the utility at the address provided in your utility's enrollment confirmation notice. If the utility completes a switch of your service to Symmetry, you will be responsible for any usage charges, fees, and taxes associated with your natural gas supply

service.

9. CHANGES TO CONTRACT: Symmetry can make changes, at any time, to any term or condition in this Contract, other than the term length or the rate of a fixed-rate product. We will notify you in writing 45 days prior to any material change to this Contract. The change will take effect on the effective date stated in that notice, if you do not terminate the Contract before that stated effective date. You will be responsible for any unpaid balance as of the termination date.

10. AUTHORIZATION FOR RELEASE OF INFORMATION: You authorize Symmetry to obtain account information that we may need in order to provide natural gas service to you, including but not limited to your usage history, rate class, meter reading data, account number, address, phone and whether you are on a budget billing plan. We will not give or sell your personal information to any third-party without your consent, unless required to do so by law.

11. CUSTOMER REPRESENTATIONS: You represent and warrant that at the time of enrollment you do not have any outstanding, non-disputed charges with your utility, and that the information you provided during the enrollment process is complete, accurate, and verifiable.

12. DISCLAIMER OF WARRANTIES: THE PARTIES ACKNOWLEDGE AND AGREE THAT NO REPRESENTATION, WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THIS CONTRACT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND SYMMETRY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

13. FORCE MAJEURE: You agree that certain causes and events outside of Symmetry's control ("Force Majeure Events"), including but not limited to acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, and/or required maintenance work, Force Majeure Events occurring with respect to your natural gas utility or other third party systems or assets may result in interruptions in service, and Symmetry will not be liable for any such interruptions.

14. LIMITATIONS OF LIABILITY: You acknowledge that Symmetry does not own or control any of the transmission or distribution facilities used to deliver natural gas to you, and accordingly that Symmetry shall have no liability on account of any acts or omissions related thereto or for any interruption or failure to deliver natural gas arising therefrom. Any liabilities of Symmetry that are not excused by reason of Force Majeure Events or otherwise will be limited to direct actual damages only and neither Symmetry or you shall be liable to the other for consequential, special, incidental, punitive, exemplary, or indirect damages.

15. CHANGE IN LAW: In the event that there is a change (including a change in interpretation) in law, administrative regulation, rule, filed tariff, regulatory design, market or transportation design or structure, ordinance, order, judicial decision, or statute, including, without limitation, changes in Utility tariffs and pipeline protocols, or any fees or costs, including any charged by pipelines or Utility, or the commencement of enforcement of a change in law or administrative regulation, and such results in Symmetry incurring additional costs and expenses in providing your natural gas service under this Contract, such additional costs and expenses will be your responsibility and will be assessed in your rate, charges and fees for natural gas service, notwithstanding the type of product you elected.

16. MISCELLANEOUS: Your Contract with Symmetry will be interpreted in accordance with the laws of the State of Ohio, without giving effect to principles of conflicts of laws. Subject to regulatory requirements, Symmetry may assign

this Contract without your consent to an Ohio licensed CRNGS. You may not assign this Contract, in whole or in part, or any of your rights or obligations hereunder. Your Contract constitutes the entire agreement between you and Symmetry and supersedes all prior or contemporaneous communications, understandings, and agreements between you and Symmetry related to the supply of residential retail natural gas service to you. This Contract is for the sole and exclusive benefit of you and Symmetry, and nothing in this Contract will create, or be construed as creating, any express or implied rights in any person or entity other than you and Symmetry.

If you have any questions, concerns or complaints, please contact Symmetry by U.S. mail, facsimile, email or telephone using the contact information provided in Section 1 of this Contract. If the reason for your contact is not resolved after you have called Symmetry, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio ("PUCO") for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at www.pickocc.org.

Signature & Location

Service Name (exactly as it appears on your bill)	Service Address (street, city, state, zip)	Gas Account / POD #	Meter #

I acknowledge that I am the account holder or legally authorized person to execute a contract on behalf of the account holder. I understand that by signing this Contract, I am switching the Natural Gas Supplier for this account to Symmetry. I understand that gas purchased for this account by Symmetry will be delivered through my utility's delivery system. The account holder, or the person who signed this contract on behalf of the account holder, may rescind this Contract without penalty by contacting Symmetry before Symmetry submits an enrollment request to the utility or by contacting the utility with seven business days after your utility mails you a switch confirmation. You have seven business days from the postmark date of this notice to cancel your Contract.

Account Holder or Legally Authorized Person
Signature / Voice ID / Electronic Verification #

Date

If legally authorized, what is your relationship to the account holder?