



This agreement (this “Agreement”) serves as a release by Symmetry Financial Group LLC (“Symmetry”) of all of the undersigned insurance agent’s (the “Agent”) carrier appointments, including, without limitation, any restrictions or limitations on the Agent’s ability or authority to be appointed or contracted, by any carriers, with or through the independent marketing organization listed below as the New IMO (the “New IMO”). As consideration for Symmetry providing this release of carrier appointments, the parties further agree to the terms and conditions described below.

1. The New IMO and the Agent both agree with Symmetry that Symmetry shall no longer be responsible for any currently existing or future debt of the Agent to any carrier or lead vendor, and the new IMO and Agent hereby assume any and all such debt. The New IMO also agrees that in the event Symmetry or an independent contractor insurance agent previously affiliated with the New IMO requests that the New IMO release an independent contractor insurance agent to Symmetry, that the New IMO will comply with that request and provide the release.

2. The Agent covenants and agrees that (A) the Agent will not (nor will the Agent cause or cooperate with others to) at any time criticize, condemn, ridicule, disparage, speak slightly about, or otherwise make unfavorable statements about or comparisons to Symmetry or anyone affiliated with Symmetry or any of Symmetry’s products, services, policies, directors, officers, shareholders, employees, or independent contractor insurance agents, with or through any written or oral statement or image (including, but not limited to, any statements made via websites, applications, blogs, postings to the Internet, emails, text messages, social media, or any electronic messaging programs or features, and whether or not they are made anonymously or through the use of a pseudonym), (B) the Agent will immediately and permanently cease and discontinue any and all use by the Agent of the “Symmetry,” “Symmetry Financial Group,” and “SFG” names and any related names or marks, including, but not limited to, online and on social media and/or as part of a website url or social media account name, (C) the Agent will not (nor will the Agent cause or cooperate with others to) at any time reveal or divulge to any person, organization, or entity any of the trade secrets or confidential information of Symmetry, or use any such trade secrets or confidential information in any manner (it being agreed that all information concerning the business of Symmetry and/or its independent contractor insurance agents, employees, customers, carriers, lead vendors, lead system, CRM system, and compensation shall be considered trade secrets and confidential information of Symmetry), (D) for the two (2) year period following the date of this Agreement, the Agent will not (nor will the Agent cause or cooperate with others to), either directly or indirectly, on behalf of himself or herself or anyone else, induce or attempt to induce any customer to whom the Agent previously sold a life insurance or annuity product through Symmetry to cancel or not renew any such life insurance or annuity product, (E) the Agent hereby knowingly and voluntarily releases and forever discharges Symmetry and its employees, members, managers, officers, directors, agents, independent contractors, attorneys, and representatives (the “Released Parties”) from any and all liabilities, claims, demands, rights of action or causes of action, obligations, and damages, known or unknown, suspected or unsuspected, that the Agent may have or have had against or with respect to any of the Released Parties, and (F) this Agreement does not terminate or supersede any other written agreements that have been entered into in the past between Symmetry and the Agent, but rather supplements such agreements, and the Agent hereby ratifies and confirms the Agent’s obligations under such agreements (including, but not limited to, any Independent Contractor Agreement and any Agency Manager Ownership Agreement that has been entered into in the past, and the provisions therein prohibiting the Agent from hiring or soliciting other Symmetry agents for two (2) years) and acknowledges and agrees that the Agent must comply with the Agent’s obligations under those agreements and the Agent has no defenses to the enforcement of such agreements.

3. The Agent and Symmetry acknowledge and agree that a breach or violation of any of the Agent’s obligations described in numbered paragraph 2 of this Agreement would cause irreparable and substantial damage and harm to Symmetry and constitute a failure of consideration. Accordingly, the Agent agrees that in the event of any breach or threatened breach by the Agent of any such provisions, Symmetry shall be entitled to obtain from any court of competent jurisdiction (in any jurisdiction) preliminary and permanent injunctive or other equitable relief to restrain any breach or threatened breach or otherwise to specifically enforce the provisions of this Agreement. Any such remedy shall be cumulative and not exclusive, and shall be in addition to any other remedy the aggrieved party may have including, without limitation, any right to recover damages.

4. The Agent further agrees that if Symmetry initiates litigation against the Agent because of a breach or threatened breach of this Agreement by the Agent, Symmetry shall be entitled to all costs and reasonable attorneys’ fees it incurred in connection with any such litigation. Any such litigation shall be instituted in the courts sitting in the state of North Carolina, and the Agent and Symmetry irrevocably submit to the exclusive jurisdiction of the courts of the state of North Carolina, and the federal district courts of the United States sitting in North Carolina, in connection with any such litigation. The Agent and Symmetry both irrevocably waive, to the fullest extent permitted by applicable law, any defense or objection they may now or hereafter have to the laying of venue of any proceeding brought in the state or federal courts located in North Carolina, and any claim that any proceeding under this Agreement brought in any such court has been brought in an inconvenient forum.

\_\_\_\_\_  
Symmetry Financial Group LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent Signature / Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
New IMO Name / Officer Name, Title, and Signature

\_\_\_\_\_  
Date