Independent Contractor Non-compete Agreement

The undersigned parties hereto have executed the Agreement (the "Agreement), on _____ day of _____, _____, which hereby incorporated herein as reference. In furtherance of such, the undersigned parties, _____ of _____ _____ _____ (hereinafter known as "Independent Contractor"), and _____ of _____ _____ _____ _____ _____ (hereinafter known as "Company");

In consideration of the existing agreement between the parties, the Independent Contractor agrees to the following terms and conditions of this Independent Contractor Non-Compete Agreement:

Confidential Information.
Confidential Information is defined in this Agreement as any proprietry information of the Company, including, but not limited to, trade secrets, technical informtion, processes, research, clients and customer information, tools, softwares, formulas, designs, solutions, product composition or ingredients, financial information, and undisclosed business information, except for those that has become publicly recognized or published and has made generally available to the public.
Any confidential information necessary for the performance of the duties by the Independent Contractor shall be the responsibility of the Company to ensure that it is readily available.
Independent Contractor agrees that receipt and use of Confidential Information as contemplated in this Agreement shall be used solely for the purpose of Independent Contractor's performance of duties as agreed herein and the principal agreement and other relevant agreements which the Parties hereto would enter in the future.
Independent Contractor agrees that the Confidential Information disclosed to him/her shall be held in the strictest confidence and not use such except for the exclusive benefit of the Company, unless written consent is given by the Company.

Non Compete
Independent Contractor shall not, for a period of 12 months, immediately following the expiration of this Agreement, without the prior written consent of the Company, serve or provide services as partner, associate, consultant, director, agent, manager, to organize, build, finance, or in any case, be involved in creating a business in competition to the Company or create a business similar within the Company's business city territory.;

Non Solicitation
During the effectivity of this Agreement and for a period of 12 months immediately after expiration, the Independent Contractor will not hire directly or indirectly, solicit, induce, or

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encourage any of the Company's employees to leave its employment.

Separability Clause
This Agreement constitutes as part of separate covenants, one for each may be separate but all of which together constitutes as one and the same.

Non-Interference
Independent Contractor will not, directly or indirectly, impede, intervene, or in any case get involved with the Company's contracts and other relationships which does not necessarily need the Independent Contractor to be involved.

Representations and Warranties
Independent Contractor warrants, represents, covenants, and agrees that said Independent Contractor is duly authorized and in good standing to conduct business, that it has all necessary power, and has received all necessary approvals to execute and deliver the duties and responsibilities for the Company.

Successors and Assigns
This Agreement inures to the benefit of and shall be binding upon and the parties, their successors, assigns, and personal representatives.

Construction
The language used in this Agreement will be deemed the language and understanding chosen and agreed upon by the parties to express their mutual intent, and no rules of strict construction will be applied against either party unless such construction and statement are plain and apparent.

Controlling
In the event a conflict arises between the terms and conditions of this Agreement and the prior executions by the Parties, this Agreement shall prevail.

Governing Law
This Agreement shall be governed, construed, and interpreted by the laws of the state of

Signed on the date above written.

Signature of Company Representative	**Signature of Independent Contractor**
Date	**Date**

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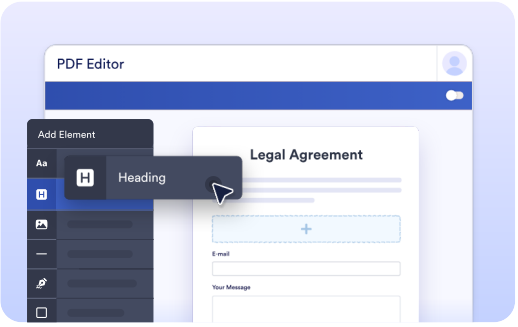
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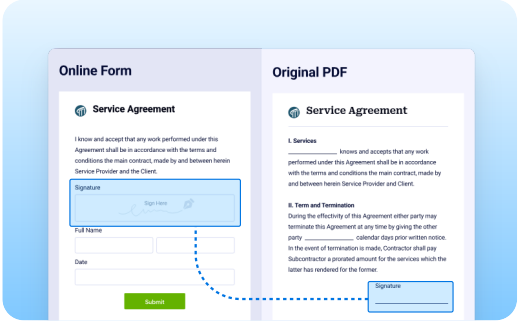
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