**This Agreement is entered into on this [Date], by and between:**

**[Marketing Agency A -North AL Social], [AL] corporation, with its principal office located at [1528 Peachtree Ln NW Suite 108, Cullman, AL 35058] (hereinafter referred to as "Agency A");
AND
[Marketing Agency B-Fawks Digital Marketing], [AL] corporation, with its principal office located at [Cullman Home address] (hereinafter referred to as "Agency B").**

**Whereas:**

1. **Agency A and Agency B (collectively, the “Parties”) have agreed to collaborate on various marketing campaigns for mutual clients; and**
2. **Both Parties desire to establish terms regarding the ownership of clients brought into the collaboration by either agency, should the Parties cease to work together in the future.**

**Now, therefore, the Parties agree as follows:**

**1. Client Ownership**

**1.1. Pre-Existing Clients:
Each Party shall retain ownership of any clients they have prior to the commencement of this Agreement.**

**1.2. Clients Brought in by Either Party During Collaboration:
Each Party acknowledges that any clients brought into the collaboration by one Party shall remain the exclusive property of that Party. Should the collaboration end, all such clients shall revert to the respective Party who initially acquired them. This shall include all rights to continue marketing services, client relationships, and any agreements made with the client.**

**2. Termination of Collaboration**

**2.1. Notice of Termination:
Either Party may terminate this collaboration at any time, provided a written notice is given to the other Party at least [30] days prior to termination.**

**2.2. Client Transfer Upon Termination:
Upon termination of the collaboration, each Party shall transfer all relevant materials, data, and contacts related to any clients they brought into the collaboration back to their respective owner, within [30] days of termination.**

**2.3. Non-Solicitation Clause:
Neither Party shall solicit or attempt to solicit the clients originally brought in by the other Party for a period of months/years following the termination of this Agreement, unless expressly agreed upon in writing by the original owning Party.**

**3. Confidentiality**

**Both Parties agree to maintain strict confidentiality regarding all client data, marketing strategies, trade secrets, and proprietary information shared during the course of this collaboration. This obligation shall continue even after the termination of the collaboration.**

**4. Dispute Resolution**

**In the event of any disputes arising out of or relating to this Agreement, the Parties agree to first attempt to resolve the matter through good-faith negotiation. If unresolved, the dispute shall be submitted to mediation or binding arbitration in accordance with the rules of [Arbitration Body].**

**5. Governing Law**

**This Agreement shall be governed by and construed in accordance with the laws of the State of [AL].**

**6. Entire Agreement**

**This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements, whether written or oral, relating to the subject matter herein. This Agreement may not be amended except by written consent of both Parties.**

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.**

**[Signature of Representative, Agency A-North AL Social]
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**[Signature of Representative, Agency B-Fawks Digital Marketing]
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**