

# EXCLUSIVITY AGREEMENT

This Exclusivity Agreement ("Agreement") is entered into as of the Effective Date by and between:

Markegency, a social media marketing agency having its principal place of business in Mumbai, India (hereinafter referred to as the "Agency").

[Client Name], having its principal place of business at [Client Address] (hereinafter referred to as the "Client").

## 1. PURPOSE

The purpose of this Agreement is to establish an exclusive business relationship between the Agency and the Client regarding social media marketing services, ensuring that the Client does not engage any other service provider for the same services during the term of this Agreement.

## 2. EXCLUSIVITY

During the Term of this Agreement, the Client agrees that:

- The Agency shall be the sole provider of social media marketing services to the Client.
- The Client shall not engage, directly or indirectly, any other individual, agency, or entity to perform social media marketing, advertising, or related promotional services.
- The Agency shall not offer similar services to direct competitors of the Client, unless explicitly agreed in writing.

## 3. TERM AND TERMINATION

This Agreement shall commence on [Effective Date] and remain in effect for a period of [Term Length] months/years unless earlier terminated.

- Either party may terminate this Agreement upon [Notice Period] days' written notice if the other party breaches any material term and fails to remedy such breach within [Cure Period] days.
- The exclusivity obligations shall cease upon termination of this Agreement.

## 4. COMPENSATION

- The Client agrees to pay the Agency a monthly retainer or project-based fee as agreed upon in a separate agreement.
- Any additional services beyond the scope of this Agreement shall be negotiated separately.

## 5. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of any proprietary or sensitive business information disclosed during the course of this Agreement.

## 6. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of India. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts in Mumbai, India.

## 7. GENERAL PROVISIONS

- This Agreement constitutes the entire agreement between the parties concerning the subject matter.
- Any modifications must be in writing and signed by both parties.
- If any provision is deemed invalid, the remainder of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Agency:

Markegency

Mumbai, India

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Client:

[Client Name]

[Client Address]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_