

MUTUAL NON-DISCLOSURE & INTELLECTUAL PROPERTY AGREEMENT

Vibe Coding of Augusta & Cliffisms Sports & Spirits (CLIFFISMS LLC)

THE BOTTOM LINE (PLAIN-ENGLISH SUMMARY):

"This agreement simply ensures that your intellectual property stays yours, and our intellectual property stays ours."

We are giving you a digital handshake to protect the hard work you've put into your sports bar and the technical tools we've built to help you grow.

1. AGREEMENT IDENTIFICATION & PARTIES

Provider:	Vibe Coding of Augusta, represented by Eric Lamar Roane ("Provider")
Client:	Cliffisms Sports & Spirits (CLIFFISMS LLC), represented by Clifton Thomas and Ginger Thomas ("Client")
Business Address:	2416 Windsor Spring Rd, Suite 2, Augusta, GA 30906
Governing Jurisdiction:	State of Georgia / Augusta-Richmond County

2. CONFIDENTIALITY & NON-DISCLOSURE MANDATE

Both parties agree to protect all information that is not intended for public disclosure, including trade secrets, internal records, technical configurations, and private business operations. Specifically, the confidential assets are categorized as follows:

Client Confidential Assets (Cliffisms)	Provider Confidential Assets (Vibe Coding)
- Cliffisms VIP Birthday Club List & Customer Contact Data - Internal Event Schedules & Promotional Offer Timelines - Proprietary Food & Drink Recipes & Inventory Logs	- NLP-driven Agent Configurations (AI-001) - Executive Operator "Skills" & Persistent Memory Logic (AI-002) - Proprietary DNS Alignment Settings & Spam-Buster Architecture (GD-001)

Mandate Protection: Both parties agree to maintain strict confidentiality "under lock and key." Client agrees not to disclose technical AI configurations or source workflows, and Provider agrees never to share or monetize Client's private customer data or bar operations.

3. INTELLECTUAL PROPERTY OWNERSHIP ("LAND VS. CODE")

To establish a clear separation of rights, ownership is governed by the **"Land vs. Code" Rule**. The Client owns the "Land" (brand identity, domain deed, and final customer deliverables), while the Provider retains 100% ownership of the underlying "Code" (AI frameworks, pre-existing IP, and technical tools).

Cliffisms IP (100% Client Owned)	Vibe Coding IP (100% Provider Owned)
• Brand Name & "Cliffisms" Business Identity • Physical Location & Community Hub Status • Customer Contact Data & VIP Club Lists • Digital Deed (`vipcliffisms.com`) • Proprietary Menu Items & Recipes • Internal Event Schedules	• AI Video Ad Templates & Frameworks (VC-AD-30) • Custom AI Talking Avatars & Voiceovers • Spam-Buster Technical Architecture (GD-001) • NLP-Driven Agent Configurations (AI-001) • Proprietary Code in "Lightning" Logo Design • Executive Operator "Skills" & Memory Logic (AI-002)

Work Product vs. Pre-Existing IP: "Work Product" refers to final delivered items (e.g., custom logo graphic, finished website pages). Once paid in full, Client owns all Work Product. Provider retains full ownership of all Pre-existing IP, source code, prompt engineering frameworks, and technical configurations used during creation.

4. LICENSING, NON-COMPETE & NON-CIRCUMVENTION

- **Licensing Scope:** Client is granted an exclusive, non-transferable license to utilize the **24/7 AI Sales Agent** (Gin) and **Executive Business Operator**. This license remains active continuously so long as the \$100.00/month AI upkeep fee is maintained. For AI Video Ads (VC-AD-30), a \$25.00 wholesale update fee applies for subsequent script/voiceover revisions after initial delivery.
- **Regional Non-Compete Covenant:** Client explicitly agrees not to reverse-engineer, clone, decompile, or attempt to copy the AI "Skills," prompt architecture, or technical tools provided by Provider. Client shall not re-sell, license, or distribute Provider's technical tools to any third-party business within the 18-county Central Savannah River Area (CSRA)—specifically including Augusta, Evans, Grovetown, Aiken, Waynesboro, Thomson, and McDuffie County.
- **Non-Circumvention:** Both parties agree to conduct all technical operations and upgrades directly with each other, without bypassing or attempting to circumvent Provider's technical infrastructure.

5. MISCELLANEOUS PROVISIONS

- **Governing Law:** This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Georgia and local Augusta-Richmond County ordinances.
- **Term & Survival:** The non-disclosure, trade secret protection, and intellectual property ownership provisions of this agreement shall survive perpetually beyond project completion.
- **Severability:** If any provision of this deal is determined to be invalid or unenforceable, all remaining provisions shall remain in full force and effect.

6. EXECUTION & SIGNATURE BLOCKS

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Non-Disclosure and Intellectual Property Agreement as of the date written below.

PROVIDER: Vibe Coding of Augusta	CLIENT: Cliffisms Sports & Spirits (CLIFFISMS LLC)
Printed Name: Eric Lamar Roane	Printed Name: Clifton Thomas
Signature: _____	Signature: _____
Title: Founder & Principal	Printed Name: Ginger Thomas
Date: _____	Signature: _____
	Date: _____