

## **Employee Contract**

This Employee Contract (the "Agreement") is made and entered into as of February 28, 2025, by and between Perfect Game SEC, LLC, a Delaware corporation (the "Company"), and Hunter Ives (the "Employee").

**Employment Term:** The Company hereby agrees to employ the Employee, and the Employee hereby agrees to work for the Company, as the Area Director of Tennessee, effective February 28, 2025.

**1. Duties and Responsibilities:** The Employee agrees to perform the duties and responsibilities assigned by the Company, which may include, but are not limited to:

The duties and responsibilities of a baseball area tournament director can vary depending on the specific organization and level of competition (e.g., showcase, high school, college, or professional). However, here are some common tasks and responsibilities associated with this role:

## 2. Tournament Planning and Organization:

- Facility Management: Securing and coordinating the use of tournament venues; including fields.
- Staffing Management: Recruiting, training, and managing directors for various tasks, such as site directing, gate workers, scorekeeping, field preparation, and concessions if applicable.
- Registration and Entry: Handling team registration, entry fees, and roster verification.
- Rule Enforcement: Ensuring that all tournament rules and regulations are followed by all participants.
- Phone Calls: Make personal phone calls to key contacts, such as team managers or coaches.
- Text Messages: Send concise text messages with registration links and deadlines.
- In-Person Interactions: If possible, attend local baseball events or tournaments to personally remind teams.
- Perfect Game SEC Support: The Company agrees to provide Employee with adequate staff, technology, and other resources necessary to effectively execute events on behalf of the Company.

## 3. Compensation:

## • PG SEC Tennessee Dates:

**Guaranteed Payment:** For each PG SEC Tennessee event date, regardless of weather conditions or event completion, the Employee shall receive a guaranteed payment of Five Hundred Dollars (\$500.00).

**Tournament Participation Bonus:** In addition to the guaranteed payment, for each PG SEC Tennessee tournament that is successfully conducted, the Employee shall receive a bonus calculated at Seventy-Five Dollars (\$75.00) per participating team and payment of Five Hundred Dollars (\$500.00)..

• PG SEC Tennessee Nashville: Tournament Participation Payment: For each PG SEC Tennessee Nashville tournament that is successfully conducted, the Employee shall receive a payment calculated at Seventy-Five Dollars (\$75.00) per participating team, with a minimum guarantee of Five Hundred Dollars (\$500.00) per tournament.

- **Original South Carolina Dates: Team Participation Payment:** For each Original Date event, the Employee shall receive a payment calculated at Seventy-Five Dollars (\$75.00) per participating team.
- Payment Procedures: Payments shall be made bi-weekly via Direct Deposit.
- **Bonus Structure:** An annual performance-based bonus is available to the Employee, contingent upon achieving pre-determined performance tiers. These tiers will be established and communicated to the Employee by the end of each calendar year and will be reset annually.
  - 10% of net profit for profits between \$100,000 and \$250,000
  - 15% of net profit for profits between \$250,001 and \$500,000
  - 20% of net profit for profits between \$500,001 and \$750,000
- **4. Umpire In Charge:** Assume responsibility for the oversight, management, and coordination of umpires within the state of South Carolina, encompassing both the high school and youth levels as required. A flat rate per game, as detailed below, shall be compensated to the Employee by the Company.

8u: \$115
9u-12u: \$135
13-14u: \$145
15u-18u: \$175

- **5. Compensation Confidentiality Clause:** Employee agrees to keep confidential the terms and conditions of their employment, including but not limited to, salary, bonuses, and other forms of compensation. Employee shall not disclose such information internally or to any third party without the prior written consent of the Company.
- **6. Field Ownership and Usage:** Employee shall retain ownership and control of all fields that are currently titled in the Employees name.
  - Employee shall maintain exclusive use of these fields for the duration of this Agreement.
  - In the event of early termination of this Agreement by The Company, or Employee, Field Ownership and Usage will become null and void.
  - Employee grants the Company exclusive rights to use fields titled to Employee for the purpose of hosting baseball tournaments and other events.
- 7. Good Standing and Commitment: The Company and Employee agrees to remain in good standing for the full initial term of this contract. The Company and Employee may not terminate their participation in the contract prior to the end of the initial term, except in the following circumstances:
- **8.** Mutual Agreement: Upon the mutual written consent of both parties.
- **9. Material Breach:** In the event of a material breach of this Agreement by either side is not cured within thirty days of written notice.
- **10. Force Majeure:** In the event of a Force Majeure event that prevents a from fulfilling their obligations under this Agreement.
- 11. Misappropriation: The Company and Employee agree to protect confidential information and property. The Employee and Company shall not, directly or indirectly, misappropriate, steal, or otherwise wrongfully take any such confidential information or property. In the event of any such theft or misappropriation, the responsible party shall be liable for all damages, including but not limited to, direct, indirect, incidental, and consequential damages.

- **12. Confidentiality and Non-Solicitation:** The Employee agrees to keep confidential all confidential information of the Company, including, but not limited to, trade secrets, customer lists, and business plans. The Employee also agrees not to solicit or hire any employee of the Company during or after the term of employment.
- **13. Non-Compete:** During the term of employment, the Employee agrees not to:
  - Engage in any business or occupation that is directly competitive with the Company's business within a 300-mile radius of the Company's principal place of business.
  - Solicit or divert any customer or client of the Company.
  - Hire or solicit any employee of the Company.
- **14. Intellectual Property:** The Employee agrees that all intellectual property rights, including, but not limited to, inventions, copyrights, and trademarks, developed by the Employee during the course of employment shall be the sole property of the Company.
- **15. Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.
- **16. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

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

Hunter Ives
PG SEC (TYPHI), Director & UIC

Dominick J. Ferraro PG SEC, Managing Partner