



Employee Contract

This Employee Contract (the "Agreement") is made and entered into as of February 26, 2025, by and between Perfect Game SEC, LLC, a Delaware corporation (the "Company"), and Trey Thompson (the "Employee").

1. Employment Term: The Company agrees to employ the Employee, and the Employee agrees to work for the Company, as the Triangle Area Director commencing on February 26, 2025. This employment is at-will, meaning either party may terminate the employment relationship at any time, with or without cause or notice.

2. 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., Little League, high school, college, or professional). However, here are some common tasks and responsibilities associated with this role:

Tournament Planning and Organization:

- **Scheduling:** Creating and managing a tournament schedule, including game times, locations, and field assignments.
- **Facility Management:** Securing and coordinating the use of tournament venues, including fields, scorekeeping facilities, and concessions.
- **Budgeting:** Developing and managing the tournament budget, including expenses for facility rentals, umpires, officials, advertising, and other costs.
- **Staffing Management:** Recruiting, training, and managing directors for various tasks, such as site directing, gate workers, scorekeeping, field preparation, and concessions.
- **Marketing and Promotion:** Promoting the tournament through various channels, such as social media, local media, and flyers.
- **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.

Tournament Operations:

- **Umpire Assignment:** Assigning qualified umpires to games.
- **Game Management:** Overseeing the smooth running of games, including resolving disputes and addressing any issues that arise.
- **Scorekeeping and Statistics:** Ensuring accurate scorekeeping and statistics are maintained for all games.
- **Tournament Brackets:** Creating and managing tournament brackets, including seeding teams and determining matchups.
- **Post-Game Procedures:** Handling post-game procedures, such as collecting scorebooks and resolving any disputes.

Additional Responsibilities:

- **Emergency Preparedness:** Developing and implementing emergency plans for the tournament, including medical emergencies and severe weather.

- **Risk Management:** Identifying and mitigating potential risks associated with the tournament, such as injuries and property damage.
- **Communication:** Maintaining effective communication with all stakeholders, including teams, coaches, umpires, volunteers, and fans.

3. Compensation: The Company agrees to pay the Employee a salary of \$120,000 annually which will commence on March 1, 2025. The Company may also provide additional compensation, such as bonuses, commissions, or benefits, as determined by the Company in its sole discretion.

4. 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.

5. 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.

6. Non-Compete: During the term of employment and for a period of 36 months following termination 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.

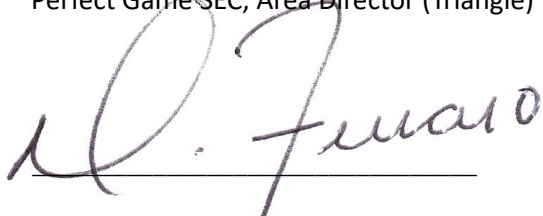
7. Intellectual Property: The Employee agrees that all intellectual property rights, including, but not limited to, inventions, copyrights, and trademarks, developed by the Employee during the course of employment shall be the sole property of the Company.

8. 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.

9. 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.

Trey Thompson
Perfect Game SEC, Area Director (Triangle)

A handwritten signature in dark ink, appearing to read "D. Ferraro", is written over a horizontal line.

Dominick J. Ferraro
Perfect Game SEC, Managing Partner