



Mutual Termination Agreement

This Mutual Termination Agreement ("Agreement") is made and entered into as of February 28, 2025, by and between Perfect Game SEC a Delaware LLC with its principal place of business at 2607 Woodruff Road, Suite E227, Simpsonville, South Carolina 29681 ("PGSEC"), and TYPHI, a South Carolina LLC with its principal place of business at 1668 Woodlake Drive, Columbia, South Carolina 29206 ("TYPHI").

WHEREAS, PSEC and TYPHI entered into a certain agreement dated January 8, 2025, entitled Employee Contract (the "Original Agreement"); and

WHEREAS, PSEC and TYPHI mutually desire to terminate the Original Agreement in its entirety;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Termination of Original Agreement.

PSEC and TYPHI hereby agree to terminate the Original Agreement (as in Exhibit 1), effective as of February 28, 2025 (the "Termination Date"). As of the Termination Date, the Original Agreement shall be null and void, and neither party shall have any further obligations or liabilities thereunder, except as expressly provided in this Agreement.

2. Release of Claims.

Each party hereby releases and forever discharges the other party, its officers, directors, employees, agents, and successors, from any and all claims, demands, actions, causes of action, liabilities, damages, costs, and expenses, whether known or unknown, arising out of or relating to the Original Agreement, or the termination thereof.

3. No Further Obligations.

Except as expressly provided in this Agreement, neither party shall have any further obligations or liabilities to the other PSEC arising out of or relating to the Original Agreement.

4. Confidentiality.

The terms of this Agreement shall remain confidential and shall not be disclosed to any third party without the prior written consent of both parties, except as required by law.

5. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

6. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

7. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Mutual Termination Agreement as of the date first above written.

Hunter Ives
PG SEC (TYPHI), Director & UIC



Dominick J. Ferraro
PG SEC, Managing Partner

Exhibit 1



Employee Contract

This Employee Contract (the "Agreement") is made and entered into as of January 8, 2025, by and between Perfect Game SEC, LLC, a Delaware corporation (the "Company"), and Hunter Ives (the "Employee").

1. Employment Term: The Company hereby agrees to employ the Employee, and the Employee hereby agrees to work for the Company, as Coastal Area Director, effective January 1, 2025, through December 31, 2025.

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

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:

Tournament NET Revenue Split (80/20): Under this partnership agreement, 80% of the total net revenue generated from the tournament dates below will be allocated to Hunter Ives, with the remaining 20% going to Perfect Game.

- Orangeburg (April 12-13, May 17-18, Oct 18-19)
- Conway (April 5-6, April 26-27, Sept 6-7 & Nov 1-2)
- Rocky Mount (March 22-23 & Sept 6-7)
- Georgetown (Aug 23-24, Oct 11-12, Oct 25-26)
- Hartsville (Sept 20-21, Oct 4-5)
- Pawleys Island (August 9-10, Sept 6-7, Oct 4-5 & Dec 13-14)
- North Augusta (Sept 14-15 and Nov 1-2)

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.

- **Rate:** \$115

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

Perfect Game Tournament Shirts: Employee shall retain all profits generated from the sale of tournament shirts sublimated by him for the dates outlined in the Tournament NET Revenue Split section. The Employee acknowledges and agrees to procure all blank and branded apparel through Perfect Game.

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. 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. The Company agrees not to interfere with the Employees use of North Myrtle Beach Sports Complex, Central Park, International Park and Conway Athletic Complex and shall not take any action to transfer ownership or control of these fields to any other party during the term 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.

6. 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:

- **Mutual Agreement:** Upon the mutual written consent of both parties.
- **Material Breach:** In the event of a material breach of this Agreement by either side is not cured within thirty days of written notice.
- **Force Majeure:** In the event of a Force Majeure event that prevents a from fulfilling their obligations under this Agreement.
- **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.

7. 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.

8. 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.

9. 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.

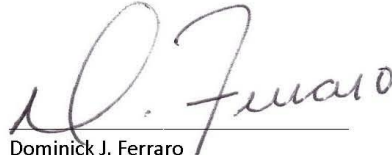
10. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

11. 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, Director & UIC



Dominick J. Ferraro
PG SEC, Managing Partner