

**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. 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.

**6. 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.

**7. Non-Compete:** During the term of employment, the Employee agrees not to:

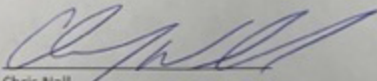
- Engage in any business or occupation that is directly competitive with the Company's business within a 300-mile radius of the Company's principal place of business.
- Solicit or divert any customer or client of the Company.
- Hire or solicit any employee of the Company.

**8. 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.

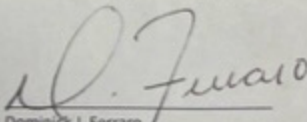
**9. Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

**10. 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



Chris Nall  
PG SEC, South Carolina High School Director



Dominick J. Ferraro  
PG SEC, Managing Partner