SQUARE SPORTS

AT-WILL EMPLOYMENT AGREEMENT

This employment agreement ("Agreement") is made and effective as of March 1 2023 by and between a business entity known as **SQUARE SPORTS** having its principal place of business at 901, Daewangpangyo-ro, Sujeong-gu, Seongnam-si, Gyeonggi-do, Republic of Korea 13449 ("Employer") and **Matheus Dias Magalhaes** born in 29 May 1995, holder of passport number FW934000 ("Employee").

WHEREAS the Employer intends to hire the Employee for the position of Football Agent and the Employee desires to provide their services on the conditions set forth.

IN CONSIDERATION of promises and other good and valuable consideration the parties agree to the following:

I. Employee Duties. The Employee agrees that they will act in accordance with this Agreement and to the best interests of the Employer, which may or may not require them to present the best of their skills, experience, and talents, to perform all the duties required of the position. In carrying out the duties and responsibilities of their position, the Employee agrees to adhere to any and all policies, procedures, rules, and regulations as administered by the Employer. In addition, the Employee agrees to abide by all local, county, State, and Federal laws while employed by the Employer.

II. Responsibilities. The Employee shall be given the job title of Football Agent ("Position") which shall involve: "Fulfillment of company business instructions"
"Attracting player exclusive contracts"
"Player Transfers and Contracts"
"player management"

The Employer may also assign duties to the Employee from time to time by the Employer. The Employee shall be expected to work on a full-time basis.

III. Employment Period. The Employer agrees to hire the Employee on an at-will basis which means this Agreement may be terminated at any time by either the Employee or Employer. After termination by any of the Parties, neither will have any obligation excluding severance as outlined in this Section, confidentiality as listed in Section XI and any non-compete as listed in Section XII.

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a.) Employee's Termination. The Employee shall have the right to terminate this Agreement by providing at least 60 days' notice. If the Employee should terminate this Agreement, the Employer shall not have any further obligations to the Employee under this Agreement.

b.) Employer's Termination. The Employer shall have the right to terminate this Agreement by providing at least 60 days' notice. If the Employer should terminate this Agreement, the Employee shall not be entitled to severance.

IV. Pay. As compensation for the services provided, the Employee shall be paid $30,000.00 salary on an annual basis ("Compensation"). The Compensation is a gross amount that is subject to all local, State, Federal, and any other taxes and deductions as prescribed by law. Payment shall be distributed to the Employee on a monthly basis. that shall be payable in until the 10th day of the following month, i.e., the payment of the first salary remuneration, for the month of March, will be made on 10 April.

-Commissions. The Employee shall be entitled to commissions from the Employer calculated as follows:
"30 % of the proceeds of players who signed exclusive contracts with us through their employees"
"10% of the commission received from the club when a player who is not a player who has signed a contract with the company through an employee signs a contract with the club through an employee"

V. Employee Benefits. During the term of this Agreement, the Employee shall not be eligible or entitled to any Benefits other than the agreed upon Compensation. This may change at any time or if Benefits become available by the Employer.

VI. Out-of-Pocket Expenses. The Employer does not agree to reimburse the Employee for expenses that may or may not be incurred while performing the duties of their position under this Agreement.

VII. Trial Period. There shall be no Trial Period or any such period of time where the Employee shall be prohibited from Benefits, Vacation Time, Personal Leave, or any other leave that is paid or unpaid in this Agreement.

VIII. Vacation Time. After the Trial Period is complete, the Employee is entitled to 10 days off per year of which is required to be mutually benefiting of the Employer and the Employee. It is required for the Employee to give notice before scheduling their vacation in accordance with Company policy.

IX. Personal Leave. The Employee shall not be entitled to any type of time-off from their position in regard to personal or health related issues. Any time-off that is requested must be approved by the Employer, and if the request is approved, may or may not be deducted from the Employee's Vacation Time.

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X. Holidays. The Employee shall be required to appear during any and all Federal Holidays unless otherwise instructed by the Employer. This is subject to change by the Employer from time to time. If for any reason the Employee should request a holiday off, the Employer shall determine if the Employee may do so and if it shall be taken from either the Employee's Personal Leave or Vacation Time. Holidays are determined by the Employer and may change every calendar year.

XI. Confidentiality. The Employee understands and agrees to keep any and all information confidential regarding the business plans, inventions, designs, products, services, processes, trade secrets, copyrights, trademarks, customer information, customer lists, prices, analytics data, costs, affairs, and any other information that could be considered proprietary to the Employer ("Confidential Information"). The Employee understands that disclosure of any such Confidential Information, either directly or indirectly, shall result in litigation with the Employer eligible for equitable relief to the furthest extent of the law, including but not limited to, filing claims for losses and/or damages. In addition, if it is found that the Employee divulged Confidential Information to a third (3rd) party with the Employer shall be entitled any and all reimbursement for their legal and attorney's fees.

After the Employee has terminated their employment with the Employer, the Employee shall be bound to this Section of the Agreement for a period of 3 year(s).

XII. Non-Compete. There shall be no Non-Compete established in this Agreement. After the termination of this Agreement, the Employee will be allowed to seek employment or work in the same or like industry free of liability to the Employer.

"Even after the contract is terminated, the employee cannot enter into any contract with the player who has a contract history with the employer."

XIII. Employee's Role. The Employee shall not have the right to act in the capacity of the Employer. This includes, but is not limited to, making written or verbal agreements with any customer, client, affiliate, vendor, or third (3rd) party. These rights may or may not change at any time in the future by the Employer.

XIV. Appearance. The Employee must follow the employer's instructions. If the Employee does not appear, for any reason, on more than 2 separate occasions in a 12-month calendar period the Employer has the right to terminate this Agreement immediately. In such event, the Employee would not be granted severance as stated in Section III.

XV. Disability. If for any reason the Employee cannot perform their duties, by physical or mental disability, the Employer may terminate this Agreement by giving the Employee 60 days' written notice.

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XVI. Compliance. The Employee agrees to adhere to all sections of this Agreement in addition to any rules, regulations, or conduct standards of the Employer including obeying all local and federal laws. If the Employee does not adhere to this Agreement, company policies, including any task or obligation that is related to the responsibilities of their position, the Employer may terminate this Agreement without severance as stated in Section III.

XVII. Return of Property. The Employee agrees to return any and all property of the Employer upon the termination of employment. This includes, but is not limited to, equipment, electronics, records, access, notes, data, tests, vehicles, reports, models, or any property that is requested by the Employer.

XVIII. Notices. All notices that are to be sent under this Agreement shall be done in writing and to be delivered via Certified Mail (return receipt) to the following mailing addresses:

Employer
SQUARE SPORTS
901, Daewangpangyo-ro, Sujeong-gu, Seongnam-si, Gyeonggi-do, 13449
info@squaresports.de

Employee
Matheus Dias Magalhaes
mmagalhaes.sports@gmail.com
+44 7869 305905

The aforementioned addresses may be changed with the act of either party providing written notice.

XIX. Amendments. This Agreement may be modified or amended under the condition that any such amendment is attached and authorized by all parties.

XX. Severability. This Agreement shall remain in effect under the circumstance a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXI. Waiver of Contractual Right. If the Employer or Employee fails to enforce a provision or section of this Agreement, it shall not be determined as a waiver or limitation. Either party shall remain the right to enforce and compel the compliance of this Agreement to its fullest extent.

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XXII. Governing Law. This Agreement shall be governed under the laws in the Korean Civil Code or any other applicable Korean laws and regulations.

XXIII. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Employer and Employee.

EMPLOYER

_____ Date March 1st 2023

HEECHON YOO
Title: CEO

EMPLOYEE

Matheus D. Magalhães Date March 1st, 2023

Matheus Dias Magalhaes

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