

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16 OF THE
SECURITIES EXCHANGE ACT OF 1934

For the month of June, 2025.

Commission File Number 001-41606

BRERA HOLDINGS PLC
(Translation of registrant's name into English)

Connaught House, 5th Floor
One Burlington Road
Dublin 4
D04 C5Y6
Ireland
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F:

Form 20-F ☒ Form 40-F ☐

On June 5, 2025, Pierre Galoppi gave written notice to Brera Holdings PLC (the "Company") of his resignation from his positions with the Company as Chief Executive Officer and Interim Chief Financial Officer, effective immediately. Mr. Galoppi's resignation was not a result of any disagreement relating to the Company's operations, policies or practices.

On June 5, 2025, the board of directors of the Company (the "Board") appointed Pietro Bersani as Chief Executive Officer and Chief Financial Officer, effectively immediately. Mr. Bersani will continue to serve as a director of the Company, but will no longer serve on the Audit Committee, the Compensation Committee, and Nominating and Corporate Governance Committee or as chair of the Audit Committee. Pursuant to a consulting agreement between the Company and Mr. Bersani (the "Bersani Consulting Agreement"), Mr. Bersani will be paid an annual salary of \$400,000 per year, payable on the first of each month, and will be granted a restricted share award under the Brera Holdings PLC 2022 Equity Incentive Plan (the "Plan") of 300,000 Class B Ordinary Shares, \$0.005 nominal value per share, of the Company (the "Class B Ordinary Shares"), vesting equally over three years. Mr. Bersani will also be eligible to receive a performance bonus at the discretion of the Compensation Committee.

On June 5, 2025, the Board appointed Fabio Scacciavillani as a director of the Company to serve on the Audit Committee, the Compensation Committee, and Nominating and Corporate Governance Committee and as chair of the Audit Committee. Pursuant to an independent director agreement between the Company and Mr. Scacciavillani (the "Independent Director Agreement"), Mr. Scacciavillani will be entitled to an annual fee of \$56,000, paid in four equal installments, and will be granted a restricted share award under the Plan of 50,000 Class B Ordinary Shares, vesting equally over three years. Mr. Scacciavillani will serve as a director until his successor has been duly elected and qualified or his earlier death, resignation, disqualification, or removal.

There is no arrangement or understanding with any person pursuant to which Mr. Scacciavillani was appointed as a director. There are no family relationships between Mr. Scacciavillani and any director or executive officer of the Company. Mr. Scacciavillani has not been involved in any transaction with the Company since January 1, 2023 that would require disclosure under Item 404(a) of Regulation S-K.

Under an indemnification agreement between the Company and Mr. Scacciavillani in the Company's standard form for officers or directors of the Company (the "Indemnification Agreement"), the Company will indemnify Mr. Scacciavillani to the fullest extent permitted by law. The Company will advance all expenses relating to any proceeding within 10 business days after the receipt by the Company of a statement requesting such advance and any excess advanced expenses will be repaid to the Company. The Indemnification Agreement also provides that if the Company maintains a directors' and officers' liability insurance policy, that the indemnitee will be covered by the policy to the maximum extent of the coverage available for any of the Company's directors or executive officers.

On June 5, 2025, the Company and Abhishek Mathews entered into a consulting agreement (the "Mathews Consulting Agreement") for his services as Chief Information Officer, pursuant to which Mr. Mathews will receive an annual salary of \$12,000 per year, payable on the first of each month, and will be granted a restricted share award under the Plan of 50,000 Class B Ordinary Shares, vesting equally over three years. Mr. Mathews will also be eligible to receive a performance bonus at the discretion of the Compensation Committee.

The Bersani Consulting Agreement, the Independent Director Agreement, and the Mathews Consulting Agreement are filed as Exhibit 1.1, Exhibit 1.2, and Exhibit 1.3 to this report on Form 6-K, respectively, and this description of the Consulting Agreement and the Independent Director Agreement are qualified in their entirety by reference to such exhibits.

This report on Form 6-K is incorporated by reference into the prospectus contained in the Company's registration statement on [Form F-3](#) (File No. 333-276870) initially filed with the SEC on February 5, 2024, and declared effective by the SEC on February 13, 2024.

Exhibit No.	Description
1.1	Consulting Agreement between Brera Holdings PLC and Pietro Bersani, dated as of June 5, 2025
1.2	Independent Director Agreement between Brera Holdings PLC and Fabio Scacciavillani, dated as of June 5, 2025
1.3	Consulting Agreement between Brera Holdings PLC and Abhishek Mathews, dated as of June 5, 2025

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: June 10, 2025

BRERA HOLDINGS PLC

By: /s/ Pietro Bersani

Pietro Bersani

Chief Executive Officer and Chief Financial Officer

EXECUTIVE CONSULTING SERVICES AGREEMENT

This Executive Consulting Services Agreement (this “**Agreement**”) is entered into as of June 5, 2025 (the “**Effective Date**”) by and between Brera Holdings PLC, an Irish public limited company (the “**Company**”), and Pietro Bersani, an individual (“**Consultant**”), from PCAB Management LLC (“**PCAB**”). The Company and Consultant may be referred to herein, individually, as a “**Party**” and, together, as the “**Parties**”.

1. Engagement of Services. Consultant shall perform the services described on **Exhibit A** attached hereto (the “**Services**”) for the Company to the best of Consultant’s ability. The Company selected Consultant to perform services for it based upon the Company receiving Consultant’s personal services. Consultant therefore may not subcontract or otherwise delegate its obligations under this Agreement without the Company’s prior written consent. Consultant shall provide the Services in a professional manner and in a manner reasonably satisfactory to the Company.

2. Compensation. The Company will pay Consultant compensation for all Services rendered by Consultant pursuant to this Agreement as set forth on **Exhibit A**. Consultant will not be reimbursed for any expenses incurred in connection with the performance of Services under this Agreement except travel related expenses approved by the Company in writing in advance of Consultant’s incurring such expenses.

3. Independent Consultant Relationship.

3.1 Nature of Relationship. Consultant and the Company understand, acknowledge and agree that Consultant’s relationship with the Company will be that of an independent contractor and nothing in this Agreement is intended to or should be construed to create a partnership, joint venture or employment relationship. Since Consultant will not be an employee of the Company, Consultant will not be entitled to any of the benefits which the Company may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Consultant is not an agent of the Company as a result of or in the course of performing services pursuant to this Agreement and Consultant is not authorized to make any representation, contract or commitment on behalf of the Company unless specifically requested or authorized in writing to do so by a Company officer or the Company’s board of directors.

3.2 Consultant Responsible for Taxes and Records. Consultant will be solely responsible for and will file, on a timely basis, all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant’s performance of services and receipt of fees under this Agreement. Consultant will be solely responsible for and must maintain adequate records of expenses incurred in the course of performing services under this Agreement. No part of Consultant’s compensation will be subject to withholding by the Company for the payment of any social security, federal, state or any other employee payroll taxes.

4. Intellectual Property Rights.

4.1 Disclosure of Inventions.

(a) Consultant agrees to disclose promptly in writing to the Company, or any person designated by the Company, all inventions, including but not limited to improvements, discoveries, technical developments, original works of authorship, formulas, know-how, processes, manufacturing techniques, designs, computer programs, and databases, whether or not patentable or copyrightable or protectable as trade secrets or by trademarks, that are made or conceived or first reduced to practice, created or learned by Consultant, either alone or jointly with others, during the period of Consultant’s consultancy and which relate directly or indirectly to the Company’s business of licensing third party intellectual rights, providing on-line market places for the licensing of third party intellectual rights, or related licensing matters and extensions thereof as such business may change over time (“**Inventions**”). Inventions shall include all patent rights and applications therefor, copyright (including, but not limited to, rights in audiovisual works and Moral Rights), copyright registrations and applications therefor, trade secrets, know-how, trademarks, trademark registrations and applications therefor, trade names, rights in trade dress and packaging and other intellectual property rights recognized by the law of each applicable jurisdiction, embodied in the Inventions or related thereto. For purposes of this definition, “**Moral Rights**” means any rights of paternity or integrity, any right to claim authorship, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to the subject work whether or not such would be prejudicial to the author’s honor or reputation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless whether or not such right is denominated or generally referred to as a “moral” right.

(b) Consultant represents that any works relating to the Company’s actual or anticipated business or research and development which Consultant has made, conceived or reduced to practice at the time of signing this Agreement have been disclosed in writing to the Company and are attached to this Agreement as **Exhibit B**.

4.2 Confidential Information.

(a) Consultant agrees during the term of this Agreement and thereafter to take all steps necessary to hold in trust and confidence the Company’s confidential information of the Company (“**Confidential Information**”). Confidential Information includes, but is not limited to, technical and business information relating to the Company’s inventions, products or services, research and development, production, manufacturing and engineering processes, costs, profit or margin information, employee skills and salaries, finances, customers, third party suppliers of content, marketing and production and past, current and future business plans. Consultant’s obligations with respect to the Company’s Confidential Information also extend to any third party’s proprietary or confidential information disclosed to Consultant in the course of providing services to the Company.

(b) Notwithstanding the other provisions of this Agreement, nothing received by Consultant will be considered to be Confidential Information if Consultant can demonstrate that (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (2) it has been rightfully received by Consultant from a third party without confidential limitations; or (3) it was known to Consultant prior to its first receipt from the Company.

(c) Notwithstanding the other provisions of this Agreement, Consultant or any of Consultant’s representatives may disclose any Confidential Information pursuant to Rule 21F-17(a) under the Securities Exchange Act of 1934, as amended, or other applicable law, rule, legal process or government regulation. Prior to any such disclosure, to the fullest extent permitted by applicable law, rule, legal process, or government regulation, Consultant shall use Consultant’s best efforts to advise the Company in advance of Consultant or Consultant’s representatives making any such disclosure and cooperate with the Company in order to afford the Company a reasonable opportunity to take any legal actions to contest, limit, remove the basis for, or otherwise address such disclosure.

4.3 No Conflict of Interest. Consultant agrees during the term of this Agreement not to accept work, enter into a contract or accept an obligation, inconsistent or incompatible with Consultant’s obligations or the scope of services rendered for the Company under this Agreement. Consultant warrants that there is no other contract or duty

on Consultant's part, including but not limited to any obligations Consultant may have pursuant to any corporate policies, university policies, government agency policies or other institutional policies or practices (the "**Policies**") now in existence inconsistent with this Agreement, and Consultant shall notify the Company in writing immediately if any such duty arises after the Effective Date. In the event that the Policies are amended in any material respect that adversely affects the rights of the Company under this Agreement or the ability of the Consultant to perform his obligations under this Agreement, Consultant shall deliver to the Company a copy of such amended Policies as are then in effect as of the date such amendments take effect. Consultant further agrees not to disclose to the Company, or bring onto the Company's premises, or induce the Company to use any confidential information that belongs to anyone other than the Company or Consultant. Consultant agrees to indemnify the Company from any and all loss or liability incurred by reason of the alleged breach by Consultant of any confidentiality or services agreement with or obligation to anyone other than the Company.

4.4 Assignment of Inventions.

(a) Inventions resulting from Consultant's work for the Company under this Agreement are the exclusive property of the Company. Consultant hereby assigns and agrees to assign to the Company, all of Consultant's entire worldwide right, title and interest in Inventions. Further, Consultant hereby irrevocably transfers and assigns to Company any and all Moral Rights that Consultant may have in any Inventions. If Consultant is unable to transfer any Moral Rights to the Company, Consultant also hereby forever waives and agrees never to assert against Company, its successors or licensees any and all Moral Rights Consultant may have in any Inventions, even after expiration or termination of this Agreement.

(b) Consultant agrees to assist the Company in any reasonable manner to obtain and enforce for the Company's benefit patents, copyrights, and other property rights in any and all countries, and Consultant agrees to execute, when requested, patent, copyright or similar applications and assignments to the Company and any other lawful documents deemed necessary by the Company to carry out the purpose of this Agreement. The Parties agree that the obligations and undertakings stated in this Section 4.4(b) will continue beyond the termination of Consultant's service to the Company. If called upon to render assistance under this Section 4.4(b), Consultant will be entitled to a fair and reasonable fee in addition to reimbursement of authorized expenses incurred at the prior written request of the Company.

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(c) Consultant agrees to execute upon the Company's request a signed transfer ownership of and assignment of all rights to Inventions to the Company for all works subject to copyright protection, including computer programs, notes, sketches, drawings and reports, that Consultant develops, solely or jointly with others, relating or useful to the Company's business as presently conducted or as conducted at any time during Consultant's work with the Company.

(d) In the event that the Company is unable for any reason whatsoever to secure Consultant's signature to any lawful and necessary document required to apply for or execute any patent, copyright or other applications with respect to any Inventions (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant's agents and attorneys-in-fact to act for and in Consultant's behalf and instead of Consultant, to execute and file any such application and to all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or other rights thereon with the same legal force and effect as if executed by Consultant.

4.5 Injunctive Relief for Breach. Consultant acknowledges and agrees that the obligations and promises of Consultant under this Agreement are of a unique, intellectual character that gives them particular value. Consultant further acknowledges and agrees that Consultant's breach of any of the promises or agreements contained in this Agreement will result in irreparable and continuing damage to the Company for which there will be no adequate remedy at law and, in the event of such breach, the Company will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

4.6 Return of the Company's Property. Consultant acknowledges that the Company's sole and exclusive property includes all documents, such as drawings, blueprints, manuals, letters, notes, notebooks, reports, sketches, formulae, memoranda, records, files, computer programs, machine listings, data, shareholders' lists, employee lists, part numbers, costs, profits, market, sales customer lists, and the like in its custody or possession, whether delivered to Consultant by the Company or made by Consultant in the performance of services under this Agreement, relating to the business activities of the Company or its customers or suppliers and containing any information or data whatsoever, whether or not Confidential Information. Consultant agrees to deliver promptly all of the Company's property and all copies of the Company's property in Consultant's possession to the Company at any time upon the Company's request. Upon termination of this Agreement by either Party for any reason or in any manner, Consultant agrees to deliver to the Company no later than ten (10) days after such termination all such documents, together with any other of the Company's property then in Consultant's possession.

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5. Term and Termination - Noninterference with Business.

5.1 Term. The initial term of this Agreement shall commence as of the Effective Date and extend through one (1) year from the date hereof unless terminated earlier pursuant to the provisions below (the "**Term**"). The Term will automatically renew for additional one (1) year periods on each yearly anniversary of the Effective Date unless either Party provides thirty (30) calendar days' prior written notice to the other Party of their intent not to renew.

5.2 Termination Without Cause. Either Party may terminate this Agreement, without cause, at any time upon thirty (30) calendar days' prior written notice to the other Party.

5.3 Termination for Cause. Either Party may terminate this Agreement immediately in the event the other Party has materially breached the Agreement and failed to cure such breach within fifteen (15) days of receipt of notice by the non-breaching Party.

5.4 Survival. The obligations set forth in Articles 3, 4, 5 and 6 will survive any termination or expiration of this Agreement.

5.5 Noninterference with Business. Consultant agrees that information it has acquired as a result of the services it performed hereunder about the Company and its products and services is the confidential and proprietary information of the Company. In order to protect the value of such confidential and proprietary information of the Company, Consultant agrees that on and after the date hereof, Consultant will not disparage the Company, or any individual that is an officer, or director of the Company as of such date, or interfere with any material business relationship of the Company. Without limiting the generality of the foregoing, Consultant agrees (i) not to hire, as an employee or independent contractor, any employee or consultant of the Company or of any of its affiliates; (ii) not to solicit any employee or consultant of the Company or of any such affiliate to leave the employ of the Company or any such affiliate; and (iii) without limiting any similar obligation under applicable law, not to encourage any customer or supplier of the Company to cease its relationship with the Company, in any of the above cases directly or indirectly, at any time while the Consultant is performing services for the Company and for a period of eighteen (18) months thereafter.

6. General Provisions.

6.1 Notices. All notices hereunder shall be given in writing at the address of each Party set forth on the signature page hereto, or to such other address as either Party may substitute by written notice to the other in the manner set forth in this Section 6.1. All such notices shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the Party to be notified, (b) when sent by electronic mail or facsimile for which confirmed receipt was received by the sending Party if sent during normal

business hours of the recipient; if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

6.2 Governing Law; Assignment. The laws of the State of New York, regardless of any choice of law principles, shall govern the validity of this Agreement, the construction of its terms and the interpretation and enforcement of the rights and duties of the Parties. Consultant may not assign this Agreement without the prior written consent of the Company, which may be withheld for any reason.

6.3 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the Parties.

6.4 Severability. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the Parties. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision which will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

6.5 Entire Agreement. This Agreement and the exhibits hereto, constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements or understandings, express or implied, written or oral, between the Parties with respect hereto. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. The terms of this Agreement supersede any preprinted or standard terms, including any terms on an invoice or bid. The terms of this Agreement may only be superseded in a writing signed by both Parties in accordance with Section 6.6 below.

6.6 Amendment and Waivers. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the Parties. The waiver by a Party of any breach hereof for default in payment of any amount due hereunder or default in the performance hereof shall not be deemed to constitute a waiver of any other default or succeeding breach or default.

6.7 Further Assurances. Each Party agrees to cooperate fully with the other Party and to execute such further instruments, documents and agreements and to give such further written assurances as may be reasonably requested by any other Party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.

[Remaining portion of this page left blank intentionally.]

In witness whereof, the Parties have executed this Executive Consulting Services Agreement as of the date first set forth above.

COMPANY:

Brera Holdings PLC

By: /s/ Daniel Joseph McClory

Name: Daniel Joseph McClory

Title: Executive Chairman

Address: Connaught House
5th Floor
One Burlington Road
Dublin 4
D04 C5Y6
Ireland

E-mail:

CONSULTANT FROM PCAB:

By: /s/ Pietro Bersani
(signature)

Name: Pietro Bersani

Address:

E-mail:

EXHIBIT A
of Executive Consulting Services Agreement

Services and Compensation

Services:

Consultant will provide the following services for not less than 35 hours per week during the Term.

Consultant will serve as the Company's Chief Executive Officer. As the Chief Executive Officer, Consultant will be responsible for duties that are customary for a chief executive officer of a company like the Company, including, but not limited to, ensuring the Company's SEC filings are made on a timely and compliant basis, managing the Company's investor relations program through in-house executives and external service providers, planning for and executing the Company's financings, supervising and coordinating the Company's strategy and overall commercial objectives through the executive teams of the Company and its subsidiaries, managing the Company's executive team, and acting as

the main point of communication with the Board of Directors.

Consultant will also serve as the Company’s Chief Financial Officer. As the Chief Financial Officer, Consultant will be responsible for duties that are customary for a chief financial officer of a company like the Company, including, but not limited to, preparation of financial statements, supervision of accounting and internal controls, general management over bookkeeping and treasury functions of the Company, and ensuring compliance with statutory and regulatory requirements.

Payment of Compensation:

In exchange for the Services to be performed the Company will pay PCAB \$400,000 per year, payable by bank wire transfer ratably on the first of each month following the Effective Date with each payment being approximately \$33,333. Additionally, during the first Term of the Agreement, the Company will grant Consultant 300,000 Class B Ordinary Shares (the “**Restricted Shares**”), subject to the terms and conditions applicable to restricted shares granted under the Company’s 2022 Equity Incentive Plan (the “**Plan**”), as described in the Plan and the applicable Restricted Shares Award Agreement (the “**RSA Agreement**”). The Restricted Shares will vest equally over three (3) years on each anniversary of the RSA Agreement provided Consultant remains in continuous service with the Company, as described in the applicable RSA Agreement. Consultant will also be eligible for a performance bonus at the discretion of the Compensation Committee of the Board of Directors.

Brera Holdings PLC

By: /s/ Daniel Joseph McClory
Name: Daniel Joseph McClory
Title: Executive Chairman

By: /s/ Pietro Bersani
(signature)
Pietro Bersani

EXHIBIT B
of Executive Consulting Services Agreement

Invention Disclosure

Check appropriate box:

- ☒ None
- ☐ As described below:

INDEPENDENT DIRECTOR AGREEMENT

INDEPENDENT DIRECTOR AGREEMENT (this “**Agreement**”), dated June 5, 2025 (the “**Effective Date**”), by and between Brera Holdings PLC, an Irish public limited company (the “**Company**”), and the undersigned (the “**Director**”).

RECITALS

A. The Company desires to appoint the Director to serve on the Company’s board of directors (the “**Board**”), which will include membership on one or more committees of the Board, and the Director desires to accept such appointment to serve on the Board.

B. The Director has been determined to be an “independent director” with respect to the Company, in accordance with the listing requirements of The Nasdaq Stock Market LLC (“**Nasdaq**”). The Director has also been determined to be eligible for membership on one or more committees of the Board in accordance with such listing requirements.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Company and the Director hereby agree as follows:

1. **Duties.** From and after the Effective Date, the Company requires that the Director be available to perform the duties of an independent director customarily related to this function as may be determined and assigned by the Board and as may be required by the Company’s constituent instruments, including its constitution, as amended, and its corporate governance and board committee charters, each as amended or modified from time to time, and by applicable law, including the Irish Companies Act 2014. The Director agrees to devote as much time as is necessary to perform completely the duties as a Director of the Company, including duties as a member of one or more committees of the Board, to which the Director may hereafter be appointed. The Director will perform such duties described herein in accordance with the general fiduciary duty of directors.

2. **Term.** The term of this Agreement shall commence as of the Effective Date, and shall continue until the Director’s removal or resignation.

3. **Compensation.** For all services to be rendered by the Director in any capacity hereunder, the Company agrees to compensate the Director the compensation as set forth on Exhibit A. Such compensation shall be subject to adjustment from time to time by the Board. The Director shall be responsible for the Director’s own individual income tax payment on such compensation in jurisdictions where the Director resides.

4. **Independence.** The Director acknowledges that his appointment hereunder is contingent upon the Board’s determination that he is “independent” with respect to the Company, in accordance with the listing requirements of the Nasdaq and NYSE American stock exchanges, and that his appointment may be terminated by the Company in the event that the Director does not maintain such independence standard.

5. **Expenses.** The Company shall reimburse the Director for pre-approved reasonable business-related expenses incurred in good faith in connection with the performance of the Director’s duties for the Company. Such reimbursement shall be made by the Company upon submission by the Director of a signed statement itemizing the expenses incurred, which shall be accompanied by sufficient documentation to support the expenditures.

6. **Other Agreements.**

(a) **Confidential Information and Insider Trading.** The Company and the Director each acknowledge that, in order for the intentions and purposes of this Agreement to be accomplished, the Director shall necessarily be obtaining access to certain confidential information concerning the Company and its affairs, including, but not limited to, business methods, information systems, financial data and strategic plans which are unique assets of the Company (as further defined below, the “**Confidential Information**”) and that the communication of such Confidential Information to third parties could irreparably injure the Company and its business. Accordingly, the Director agrees that, during his association with the Company and thereafter, he will treat and safeguard as confidential and secret all Confidential Information received by him at any time and that, without the prior written consent of the Company, he will not disclose or reveal any of the Confidential Information to any third party whatsoever or use the same in any manner except in connection with the business of the Company and in any event in no way harmful to or competitive with the Company or its business. For purposes of this Agreement, “**Confidential Information**” includes any information not generally known to the public or recognized as confidential according to standard industry practice, any trade secrets, know-how, development, manufacturing, marketing and distribution plans and information, inventions, formulas, methods or processes, whether or not patented or patentable, pricing policies and records of the Company (and such other information normally understood to be confidential or otherwise designated as such in writing by the Company), all of which the Director expressly acknowledges and agrees shall be confidential and proprietary information belonging to the Company. Upon termination of his association with the Company, the Director shall return to the Company all documents and papers relating to the Company, including any Confidential Information, together with any copies thereof, or certify that he or she has destroyed all such documents and papers. Furthermore, the Director recognizes that the Company has received and, in the future, will receive confidential or proprietary information from third parties subject to a duty on the Company’s part to maintain the confidentiality of such information and, in some cases, to use it only for certain limited purposes. The Director agrees that the Director owes the Company and such third parties, both during the term of the Director’s association with the Company and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to, except as is consistent with the Company’s agreement with the third party, disclose it to any person or entity or use it for the benefit of anyone other than the Company or such third party, unless expressly authorized to act otherwise by an officer of the Company. In addition, the Director acknowledges and agrees that the Director may have access to “material non-public information” for purposes of the federal securities laws (“**Insider Information**”) and that the Director will abide by all securities laws relating to the handling of and acting upon such Insider Information.

(b) **Disparaging Statements.** At all times during and after the period in which the Director is a member of the Board and at all times thereafter, the Director shall not either verbally, in writing, electronically or otherwise: (i) make any derogatory or disparaging statements about the Company, any of its affiliates, any of their respective officers, directors, shareholders, employees and agents, or any of the Company’s current or past customers or employees, or (ii) make any public statement or perform or do any other act prejudicial or injurious to the reputation or goodwill of the Company or any of its affiliates or otherwise interfere with the business of the Company or any of its affiliates; provided, however, that nothing in this paragraph shall preclude the Director from complying with all obligations imposed by law or legal compulsion, and provided, further, however, that nothing in this paragraph shall be deemed applicable to any testimony given by the Director in any legal or administrative proceedings.

(c) **Work Product.** Director agrees that any and all Work Product (as defined below) shall be the Company’s sole and exclusive property. Director hereby irrevocably assigns to the Company all right, title and interest worldwide in and to any deliverables resulting from the Director’s services as a director to the Company (“**Deliverables**”), and to any ideas, concepts, processes, discoveries, developments, formulae, information, materials, improvements, designs, artwork, content, software programs, other copyrightable

works, and any other work product created, conceived or developed by you (whether alone or jointly with others) for the Company during or before the term of this Agreement, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights therein (the “**Work Product**”). Director retains no rights to use the Work Product and agrees not to challenge the validity of our ownership of the Work Product. Director agrees to execute, at Company’s request and expense, all documents and other instruments necessary or desirable to confirm such assignment. In the event that Director does not, for any reason, execute such documents within a reasonable time after the Company’s request, Director hereby irrevocably appoint the Company as Director’s attorney-in-fact for the purpose of executing such documents on your behalf, which appointment is coupled with an interest. Director will deliver to the Company any Deliverables and disclose promptly in writing to us all other Work Product.

(d) **Enforcement.** The Director acknowledges and agrees that the covenants contained herein are reasonable, that valid consideration has been and will be received and that the agreements set forth herein are the result of arms-length negotiations between the parties hereto. The Director recognizes that the provisions of this Section 6 are vitally important to the continuing welfare of the Company and its affiliates and that any violation of this Section 6 could result in irreparable harm to the Company and its affiliates for which money damages would constitute a totally inadequate remedy. Accordingly, in the event of any such violation by the Director, the Company and its affiliates, in addition to any other remedies they may have, shall have the right to institute and maintain a proceeding to compel specific performance thereof or to obtain an injunction or other equitable relief restraining any action by the Director in violation of this Section 6 without posting any bond therefore or demonstrating actual damages, and the Director will not claim as a defense thereto that the Company has an adequate remedy at law or require the posting of a bond. If any of the restrictions or activities contained in this Section 6 shall for any reason be held by an arbitrator to be excessively broad as to duration, geographical scope, activity or subject, such restrictions shall be construed so as thereafter to be limited or reduced to be enforceable to the extent compatible with the applicable law; it being understood that by the execution of this Agreement the parties hereto regard such restrictions as reasonable and compatible with their respective rights. The Director acknowledges that injunctive relief may be granted immediately upon the commencement of any such action without notice to the Director and in addition Company may recover monetary damages.

(e) **Separate Agreement.** The parties hereto further agree that the provisions of Section 6 are separate from and independent of the remainder of this Agreement and that Section 6 is specifically enforceable by the Company notwithstanding any claim made by the Director against the Company. The terms of this Section 6 shall survive termination of this Agreement.

(f) **Certain Communications with the Securities and Exchange Commission.** Any communications directly with the U.S. Securities and Exchange Commission required or permitted pursuant to Rule 21F-17(a) under the Securities Exchange Act of 1934, as amended, or other applicable law, legal process or government regulation, shall be permitted under this Agreement, provided, however, that prior to any disclosure of Confidential Information otherwise prohibited under Section 6(a) of this Agreement or communication of statements otherwise prohibited under Section 6(b) of this Agreement under such rule, the Director shall, to the extent such rule so permits, use the Director’s best efforts to advise the Company in advance of making any such permitted or required disclosure or statement and cooperate with the Company in order to afford the Company a reasonable opportunity to take any legally-permissible actions to contest, limit, remove the basis for, or otherwise address such disclosure or statement.

7. **Market Stand-Off Agreement.** In the event of a public or private offering of the Company’s securities, and upon request of the Company, the underwriters or placement agents placing the offering of the Company’s securities, the Director agrees not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Company that the Director may own, other than those included in the registration, without the prior written consent of the Company or such underwriters, as the case may be, for such period of time from the effective date of such registration as may be requested by the Company or such placement agent or underwriter.

8. **Termination.** With or without cause, the Company and the Director may each terminate this Agreement at any time upon ten (10) days written notice, and the Company shall be obligated to pay to the Director the compensation and expenses due up to the date of the termination. Nothing contained herein or omitted herefrom shall prevent the shareholder(s) of the Company from removing the Director with immediate effect at any time for any reason.

9. **Indemnification.** The Company shall indemnify, defend and hold harmless the Director, to the full extent allowed by the law of Ireland, and as provided by, or granted pursuant to, any constitution provision, agreement (including, without limitation, the Indemnification Agreement executed herewith), vote of shareholders or disinterested directors or otherwise, both as to action in the Director’s official capacity and as to action in another capacity while holding such office. The Company and the Director are executing an indemnification agreement in the form attached hereto as Exhibit B.

10. **Effect of Waiver.** The waiver by either party of the breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

11. **Notice.** Any and all notices referred to herein shall be sufficient if furnished in writing at the addresses specified on the signature page hereto or, if to the Company, to the Company’s address as specified in filings made by the Company with the U.S. Securities and Exchange Commission.

12. **Governing Law; Arbitration.** This Agreement shall be interpreted in accordance with, and the rights of the parties hereto shall be determined by, the laws of Ireland without reference to conflicts of laws principles. Any disputes or claims arising under or in connection with this Agreement or the transactions contemplated hereunder shall be resolved by binding arbitration. Notice of a demand to arbitrate a dispute by any party hereto shall be given in writing to the other parties hereto at their last known addresses. Arbitration shall be commenced by the filing by such a party of an arbitration demand with the Chartered Institute of Arbitrators (Irish Branch) (the “**Institute**”). The arbitration and resolution of the dispute shall be resolved by a single arbitrator appointed by the Institute pursuant to the All Ireland Arbitration Rules 2020 (as may be amended, extended and replaced by the Institute) (the “**Rules**”). The arbitration shall in all respects be governed and conducted by Rules, save for the interpretation of any laws/rules or legislation which shall be strictly governed by the laws of Ireland, and any award and/or decision shall be conclusive and binding on the parties. The arbitration shall be conducted in Dublin, Ireland. The arbitrator shall supply a written opinion supporting any award, and judgment may be entered on the award in any court of competent jurisdiction. Each party hereto shall pay its own fees and expenses for the arbitration, except that any costs and charges imposed by the Institute and any fees of the arbitrator for his services shall be assessed against the losing party by the arbitrator. In the event that preliminary or permanent injunctive relief is necessary or desirable in order to prevent a party from acting contrary to this Agreement or to prevent irreparable harm prior to a confirmation of an arbitration award, then any party hereto is authorized and entitled to commence a lawsuit solely to obtain equitable relief against the other such parties pending the completion of the arbitration in a court having jurisdiction over those parties.

13. **Assignment.** The rights and benefits of the Company under this Agreement shall be transferable, and all the covenants and agreements hereunder shall inure to the benefit of, and be enforceable by or against, its successors and assigns. The duties and obligations of the Director under this Agreement are personal and therefore the Director may not assign any right or duty under this Agreement without the prior written consent of the Company.

14. **Miscellaneous.** If any provision of this Agreement shall be declared invalid or illegal, for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein. The article headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Except as provided

elsewhere herein, this Agreement sets forth the entire agreement of the parties with respect to its subject matter and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party to this Agreement with respect to such subject matter.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Independent Director Agreement to be duly executed and signed as of the day and year first above written.

COMPANY:

Brera Holdings PLC

By: /s/ Daniel McClory
Name: Daniel McClory
Title: Executive Chairman

DIRECTOR:

/s/ Fabio Scacciavillani
Name: Fabio Scacciavillani

Address: _____

Signature Page to Independent Director Agreement

EXHIBIT A

Compensation

Following the commencement of the term of this Agreement, the Director shall be entitled to receive an annual cash payment of \$56,000 (the “**Annual Fee**”), which Annual Fee shall be paid to the Director in four equal installments no later than the fifth business day of each calendar quarter commencing in the first quarter following the Effective Date, and in a manner mutually agreed upon by the Company and the Director.

In addition, subject to the approval of the Board or the Compensation Committee of the Board, as applicable, the Director will be granted a restricted share award (the “**Restricted Share Award**”) of 50,000 Class B Ordinary Shares, \$0.005 nominal value per share, of the Company (the “**Class B Ordinary Shares**”) under the Brera Holdings PLC 2022 Equity Incentive Plan (the “**Plan**”). The Restricted Share Award will be subject to the terms and conditions applicable to restricted shares granted under the Plan, as described in the Plan and the applicable Restricted Share Award Agreement (the “**Restricted Share Award Agreement**”) and in accordance with applicable law. The Restricted Share Award shall vest equally over three (3) years on each anniversary of the date of grant subject to satisfaction of the Director’s Continuous Service (as defined in the Plan) and other terms and conditions of the respective Restricted Share Award Agreement and the Plan.

EXHIBIT B

Indemnification Agreement

(See Attached)

EXECUTIVE CONSULTING SERVICES AGREEMENT

This Executive Consulting Services Agreement (this "**Agreement**") is entered into as of June 5, 2025 (the "**Effective Date**") by and between Brera Holdings PLC, an Irish public limited company (the "**Company**"), and Abhishek Mathews, an individual ("**Consultant**"). The Company and Consultant may be referred to herein, individually, as a "**Party**" and, together, as the "**Parties**".

1. Engagement of Services. Consultant shall perform the services described on **Exhibit A** attached hereto (the "**Services**") for the Company to the best of Consultant's ability. The Company selected Consultant to perform services for it based upon the Company receiving Consultant's personal services. Consultant therefore may not subcontract or otherwise delegate its obligations under this Agreement without the Company's prior written consent. Consultant shall provide the Services in a professional manner and in a manner reasonably satisfactory to the Company.

2. Compensation. The Company will pay Consultant compensation for all Services rendered by Consultant pursuant to this Agreement as set forth on **Exhibit A**. Consultant will not be reimbursed for any expenses incurred in connection with the performance of Services under this Agreement except travel related expenses approved by the Company in writing in advance of Consultant's incurring such expenses.

3. Independent Consultant Relationship.

3.1 Nature of Relationship. Consultant and the Company understand, acknowledge and agree that Consultant's relationship with the Company will be that of an independent contractor and nothing in this Agreement is intended to or should be construed to create a partnership, joint venture or employment relationship. Since Consultant will not be an employee of the Company, Consultant will not be entitled to any of the benefits which the Company may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Consultant is not an agent of the Company as a result of or in the course of performing services pursuant to this Agreement and Consultant is not authorized to make any representation, contract or commitment on behalf of the Company unless specifically requested or authorized in writing to do so by a Company officer or the Company's board of directors.

3.2 Consultant Responsible for Taxes and Records. Consultant will be solely responsible for and will file, on a timely basis, all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of services and receipt of fees under this Agreement. Consultant will be solely responsible for and must maintain adequate records of expenses incurred in the course of performing services under this Agreement. No part of Consultant's compensation will be subject to withholding by the Company for the payment of any social security, federal, state or any other employee payroll taxes.

4. Intellectual Property Rights.

4.1 Disclosure of Inventions.

(a) Consultant agrees to disclose promptly in writing to the Company, or any person designated by the Company, all inventions, including but not limited to improvements, discoveries, technical developments, original works of authorship, formulas, know-how, processes, manufacturing techniques, designs, computer programs, and databases, whether or not patentable or copyrightable or protectable as trade secrets or by trademarks, that are made or conceived or first reduced to practice, created or learned by Consultant, either alone or jointly with others, during the period of Consultant's consultancy and which relate directly or indirectly to the Company's business of licensing third party intellectual rights, providing on-line market places for the licensing of third party intellectual rights, or related licensing matters and extensions thereof as such business may change over time ("**Inventions**"). Inventions shall include all patent rights and applications therefor, copyright (including, but not limited to, rights in audiovisual works and Moral Rights), copyright registrations and applications therefor, trade secrets, know-how, trademarks, trademark registrations and applications therefor, trade names, rights in trade dress and packaging and other intellectual property rights recognized by the law of each applicable jurisdiction, embodied in the Inventions or related thereto. For purposes of this definition, "**Moral Rights**" means any rights of paternity or integrity, any right to claim authorship, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to the subject work whether or not such would be prejudicial to the author's honor or reputation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless whether or not such right is denominated or generally referred to as a "moral" right.

(b) Consultant represents that any works relating to the Company's actual or anticipated business or research and development which Consultant has made, conceived or reduced to practice at the time of signing this Agreement have been disclosed in writing to the Company and are attached to this Agreement as **Exhibit B**.

4.2 Confidential Information.

(a) Consultant agrees during the term of this Agreement and thereafter to take all steps necessary to hold in trust and confidence the Company's confidential information of the Company ("**Confidential Information**"). Confidential Information includes, but is not limited to, technical and business information relating to the Company's inventions, products or services, research and development, production, manufacturing and engineering processes, costs, profit or margin information, employee skills and salaries, finances, customers, third party suppliers of content, marketing and production and past, current and future business plans. Consultant's obligations with respect to the Company's Confidential Information also extend to any third party's proprietary or confidential information disclosed to Consultant in the course of providing services to the Company.

(b) Notwithstanding the other provisions of this Agreement, nothing received by Consultant will be considered to be Confidential Information if Consultant can demonstrate that (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (2) it has been rightfully received by Consultant from a third party without confidential limitations; or (3) it was known to Consultant prior to its first receipt from the Company.

(c) Notwithstanding the other provisions of this Agreement, Consultant or any of Consultant's representatives may disclose any Confidential Information pursuant to Rule 21F-17(a) under the Securities Exchange Act of 1934, as amended, or other applicable law, rule, legal process or government regulation. Prior to any such disclosure, to the fullest extent permitted by applicable law, rule, legal process, or government regulation, Consultant shall use Consultant's best efforts to advise the Company in advance of Consultant or Consultant's representatives making any such disclosure and cooperate with the Company in order to afford the Company a reasonable opportunity to take any legal actions to contest, limit, remove the basis for, or otherwise address such disclosure.

4.3 No Conflict of Interest. Consultant agrees during the term of this Agreement not to accept work, enter into a contract or accept an obligation, inconsistent or incompatible with Consultant's obligations or the scope of services rendered for the Company under this Agreement. Consultant warrants that there is no other contract or duty

on Consultant's part, including but not limited to any obligations Consultant may have pursuant to any corporate policies, university policies, government agency policies or other institutional policies or practices (the "**Policies**") now in existence inconsistent with this Agreement, and Consultant shall notify the Company in writing immediately if any such duty arises after the Effective Date. In the event that the Policies are amended in any material respect that adversely affects the rights of the Company under this Agreement or the ability of the Consultant to perform his obligations under this Agreement, Consultant shall deliver to the Company a copy of such amended Policies as are then in effect as of the date such amendments take effect. Consultant further agrees not to disclose to the Company, or bring onto the Company's premises, or induce the Company to use any confidential information that belongs to anyone other than the Company or Consultant. Consultant agrees to indemnify the Company from any and all loss or liability incurred by reason of the alleged breach by Consultant of any confidentiality or services agreement with or obligation to anyone other than the Company.

4.4 Assignment of Inventions.

(a) Inventions resulting from Consultant's work for the Company under this Agreement are the exclusive property of the Company. Consultant hereby assigns and agrees to assign to the Company, all of Consultant's entire worldwide right, title and interest in Inventions. Further, Consultant hereby irrevocably transfers and assigns to Company any and all Moral Rights that Consultant may have in any Inventions. If Consultant is unable to transfer any Moral Rights to the Company, Consultant also hereby forever waives and agrees never to assert against Company, its successors or licensees any and all Moral Rights Consultant may have in any Inventions, even after expiration or termination of this Agreement.

(b) Consultant agrees to assist the Company in any reasonable manner to obtain and enforce for the Company's benefit patents, copyrights, and other property rights in any and all countries, and Consultant agrees to execute, when requested, patent, copyright or similar applications and assignments to the Company and any other lawful documents deemed necessary by the Company to carry out the purpose of this Agreement. The Parties agree that the obligations and undertakings stated in this Section 4.4(b) will continue beyond the termination of Consultant's service to the Company. If called upon to render assistance under this Section 4.4(b), Consultant will be entitled to a fair and reasonable fee in addition to reimbursement of authorized expenses incurred at the prior written request of the Company.

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(c) Consultant agrees to execute upon the Company's request a signed transfer ownership of and assignment of all rights to Inventions to the Company for all works subject to copyright protection, including computer programs, notes, sketches, drawings and reports, that Consultant develops, solely or jointly with others, relating or useful to the Company's business as presently conducted or as conducted at any time during Consultant's work with the Company.

(d) In the event that the Company is unable for any reason whatsoever to secure Consultant's signature to any lawful and necessary document required to apply for or execute any patent, copyright or other applications with respect to any Inventions (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant's agents and attorneys-in-fact to act for and in Consultant's behalf and instead of Consultant, to execute and file any such application and to all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or other rights thereon with the same legal force and effect as if executed by Consultant.

4.5 Injunctive Relief for Breach. Consultant acknowledges and agrees that the obligations and promises of Consultant under this Agreement are of a unique, intellectual character that gives them particular value. Consultant further acknowledges and agrees that Consultant's breach of any of the promises or agreements contained in this Agreement will result in irreparable and continuing damage to the Company for which there will be no adequate remedy at law and, in the event of such breach, the Company will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

4.6 Return of the Company's Property. Consultant acknowledges that the Company's sole and exclusive property includes all documents, such as drawings, blueprints, manuals, letters, notes, notebooks, reports, sketches, formulae, memoranda, records, files, computer programs, machine listings, data, shareholders' lists, employee lists, part numbers, costs, profits, market, sales customer lists, and the like in its custody or possession, whether delivered to Consultant by the Company or made by Consultant in the performance of services under this Agreement, relating to the business activities of the Company or its customers or suppliers and containing any information or data whatsoever, whether or not Confidential Information. Consultant agrees to deliver promptly all of the Company's property and all copies of the Company's property in Consultant's possession to the Company at any time upon the Company's request. Upon termination of this Agreement by either Party for any reason or in any manner, Consultant agrees to deliver to the Company no later than ten (10) days after such termination all such documents, together with any other of the Company's property then in Consultant's possession.

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5. Term and Termination - Noninterference with Business.

5.1 Term. The initial term of this Agreement shall commence as of the Effective Date and extend through one (1) year from the date hereof unless terminated earlier pursuant to the provisions below (the "**Term**"). The Term will automatically renew for additional one (1) year periods on each yearly anniversary of the Effective Date unless either Party provides thirty (30) calendar days' prior written notice to the other Party of their intent not to renew.

5.2 Termination Without Cause. Either Party may terminate this Agreement, without cause, at any time upon thirty (30) calendar days' prior written notice to the other Party.

5.3 Termination for Cause. Either Party may terminate this Agreement immediately in the event the other Party has materially breached the Agreement and failed to cure such breach within fifteen (15) days of receipt of notice by the non-breaching Party.

5.4 Survival. The obligations set forth in Articles 3, 4, 5 and 6 will survive any termination or expiration of this Agreement.

5.5 Noninterference with Business. Consultant agrees that information it has acquired as a result of the services it performed hereunder about the Company and its products and services is the confidential and proprietary information of the Company. In order to protect the value of such confidential and proprietary information of the Company, Consultant agrees that on and after the date hereof, Consultant will not disparage the Company, or any individual that is an officer, or director of the Company as of such date, or interfere with any material business relationship of the Company. Without limiting the generality of the foregoing, Consultant agrees (i) not to hire, as an employee or independent contractor, any employee or consultant of the Company or of any of its affiliates; (ii) not to solicit any employee or consultant of the Company or of any such affiliate to leave the employ of the Company or any such affiliate; and (iii) without limiting any similar obligation under applicable law, not to encourage any customer or supplier of the Company to cease its relationship with the Company, in any of the above cases directly or indirectly, at any time while the Consultant is performing services for the Company and for a period of eighteen (18) months thereafter.

6. General Provisions.

6.1 Notices. All notices hereunder shall be given in writing at the address of each Party set forth on the signature page hereto, or to such other address as either Party may substitute by written notice to the other in the manner set forth in this Section 6.1. All such notices shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the Party to be notified, (b) when sent by electronic mail or facsimile for which confirmed receipt was received by the sending Party if sent during normal

business hours of the recipient; if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

6.2 Governing Law; Assignment. The laws of the State of New York, regardless of any choice of law principles, shall govern the validity of this Agreement, the construction of its terms and the interpretation and enforcement of the rights and duties of the Parties. Consultant may not assign this Agreement without the prior written consent of the Company, which may be withheld for any reason.

6.3 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the Parties.

6.4 Severability. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the Parties. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision which will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

6.5 Entire Agreement. This Agreement and the exhibits hereto, constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements or understandings, express or implied, written or oral, between the Parties with respect hereto. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. The terms of this Agreement supersede any preprinted or standard terms, including any terms on an invoice or bid. The terms of this Agreement may only be superseded in a writing signed by both Parties in accordance with Section 6.6 below.

6.6 Amendment and Waivers. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the Parties. The waiver by a Party of any breach hereof for default in payment of any amount due hereunder or default in the performance hereof shall not be deemed to constitute a waiver of any other default or succeeding breach or default.

6.7 Further Assurances. Each Party agrees to cooperate fully with the other Party and to execute such further instruments, documents and agreements and to give such further written assurances as may be reasonably requested by any other Party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.

[Remaining portion of this page left blank intentionally.]

In witness whereof, the Parties have executed this Executive Consulting Services Agreement as of the date first set forth above.

COMPANY:

Brera Holdings PLC

By: /s/ Daniel Joseph McClory

Name: Daniel Joseph McClory

Title: Executive Chairman

Address: Connaught House
5th Floor
One Burlington Road
Dublin 4
D04 C5Y6
Ireland

E-mail:

CONSULTANT:

By: /s/ Abhishek Mathews
(signature)

Name: Abhishek Mathews

Address:

E-mail:

EXHIBIT A
of Executive Consulting Services Agreement

Services and Compensation

Services:

Consultant will provide the following services for not less than 20 hours per month during the Term.

Consultant will serve as the Company's Chief Information Officer. As the Chief Information Officer, Consultant will be responsible for duties that are customary for a chief information officer of a company like the Company, including, but not limited to, overseeing the use of Information Technology (IT), developing and implementing the organization's IT strategy, advising the executive team on technological trends and emerging technologies, and identifying opportunities for technology innovation and integration. Consultant will report to the Chief Executive Officer of the Company. Consultant's work will be performed remotely with occasional in-person meetings as the Company

may from time-to-time request.

Payment of Compensation:

In exchange for the Services to be performed the Company will pay Consultant \$12,000 per year, payable by bank wire transfer ratably on the first of each month following the Effective Date with each payment being approximately \$1,000. Additionally, during the first Term of the Agreement, the Company will grant Consultant 50,000 Class B Ordinary Shares (the “**Restricted Shares**”), subject to the terms and conditions applicable to restricted shares granted under the Company’s 2022 Equity Incentive Plan (the “**Plan**”), as described in the Plan and the applicable Restricted Shares Award Agreement (the “**RSA Agreement**”). The Restricted Shares will vest equally over three (3) years on each anniversary of the RSA Agreement provided Consultant remains in continuous service with the Company, as described in the applicable RSA Agreement. Consultant will also be eligible for a performance bonus at the discretion of the Compensation Committee of the Board of Directors.

Brera Holdings PLC

By: /s/ Daniel Joseph McClory

Name: Daniel Joseph McClory

Title: Executive Chairman

By: /s/ Abhishek Mathews

(signature)

Abhishek Mathews

EXHIBIT B
of Executive Consulting Services Agreement

Invention Disclosure

Check appropriate box:

☒ None

☐ As described below: