FINAL AGREED TERMS SCHEDULE

VCA Platforms LLC - Final Commercial Terms and Master Drafting-Control Document

Transaction: Formation, capitalization, governance, services, IP licensing and asset acquisitions

Operating company: Newly formed VCA Platforms LLC

Commercial status: Final and fully agreed; Sections 1-30 closed

Purpose: Control source for preparation and reconciliation of the definitive agreements

Prepared for: Acorn transaction records

CONTROL PRINCIPLE. This Schedule records the complete commercially agreed framework. Counsel is to implement these terms, resolve legal, tax and drafting mechanics, and conform defined terms across the document set. Counsel-drafting items identified here are not invitations to reopen economics. Any substantive change requires express written approval of both principal sides.

A. Status, Interpretation and Drafting Discipline

The parties confirm that Sections 1-30 constitute the complete and final commercially agreed framework and that substantive commercial negotiations are closed. This Schedule is the controlling commercial record for preparation of the definitive agreements and supersedes all inconsistent term sheets, summaries and drafting instructions concerning the subjects addressed herein.

Capital Recovery means the agreed priority for recovery of the full $3,000,000 capitalization, subject to legitimate operating requirements, payroll, taxes, contractual obligations, technology and platform expenses, approved reserves, capital expenditures and reasonable working capital, as further implemented in the definitive agreements.

References to the Founder mean Vince Carol. References to Acorn mean Acorn Capital Holdings LLC, 30 N Gould St Ste N, Sheridan, WY 82801, a Wyoming limited liability company, and the Acorn-designated strategic-investment side reflected in the definitive agreements. The agreed principal economics remain unchanged.

B. Final Agreed Terms - Sections 1-30

Section 1. Formation of VCA Platforms LLC

A new limited liability company named VCA Platforms LLC will be organized as the jointly owned and funded operating company. The organizational documents will be drafted from inception around the agreed ownership, governance, participation and Capital Recovery structure; no legacy capitalization is to be assumed.

Section 2. Capitalization

VCA Platforms LLC will be capitalized with a total commitment of $3,000,000, funded pursuant to the closing documents, approved operating budget and agreed permitted uses. The $100,000 Education Platform acquisition price and the $100,000 Kayla acquisition price are paid from within, and are not additional to, this $3,000,000 capitalization.

Section 3. Principal Economics

The Founder side and the Acorn/strategic-investment side will each hold 50% of the principal economic ownership. Additional capital does not change those 50/50 principal economics. The 10% participation pool is maintained separately and does not automatically dilute, reduce or reallocate either principal side's agreed 50% economics.

Section 4. Participation Pool

A 10% economic participation reserve will be maintained for executives, employees, advisors and strategic contributors. Awards may be structured as profits interests, contractual participation, incentive interests or another legally appropriate instrument. Except as expressly agreed for Laquan James, pool awards carry no automatic voting or Board rights and cannot override Reserved Matters.

Section 5. Founder-Led Operations

During the Founder Commitment Period, while Vince Carol serves as Founder/CEO and remains in material compliance with his obligations, he will have primary authority over ordinary-course operations and implementation of the approved business plan, including personnel within budget, hiring and staffing, client delivery, sales and business development, marketing, product/platform/technology execution, vendors, budgeted expenditures and departmental management. Reserved Matters are extraordinary matters and will not be interpreted to restrict ordinary-course expenses, hiring, vendors, technology expenditures or other operating decisions made within an approved budget and approved business plan.

Section 6. Board Composition

The Company will have a five-member governing Board: three Founder-designated seats and two Acorn-designated seats during the Founder Commitment Period. Ordinary Board action will be by majority vote where Board approval is required, subject always to the mutual-approval requirements for Reserved Matters.

Section 7. Reserved Matters

A narrowly and objectively defined list of extraordinary matters will require mutual principal approval of the Founder side and Acorn side, notwithstanding Board composition or ordinary voting control. Neither principal side may approve or implement a Reserved Matter unilaterally. Reserved Matters are extraordinary protections and shall not migrate into or operate as an indirect veto over ordinary-course Founder-led management within an approved budget and approved business plan.

Section 8. Reserved-Matter Scope

Reserved Matters will include issuance or dilution of equity or participation rights; admission of new principal investors; material debt outside approved parameters; merger, consolidation, recapitalization, sale, change of control, dissolution, bankruptcy or liquidation; transfer or encumbrance of material assets or core IP; amendment of governing documents affecting ownership or control; changes to Capital Recovery or distribution economics; material unbudgeted expenditures outside ordinary-course operations; material related-party transactions; and material changes to executive or IP compensation outside the approved framework. For clarity, expenses, hiring, vendors, technology expenditures and other operating decisions within an approved budget and approved business plan are not Reserved Matters solely by reason of their amount or operational significance.

Section 9. Four-Year Founder Commitment

Vince Carol will commit to four years of full-time Founder/CEO service beginning upon funding and commencement of full-time operations, subject to the Founder Commitment Agreement. His appointment, authority and continuity during that period are protected except for resignation, objectively defined incapacity, Cause or other specifically agreed circumstances.

Section 10. Cause and Founder Protections

Cause will be objectively defined and will include notice and a reasonable opportunity to cure any curable breach, together with a defined determination process. Cause includes fraud, embezzlement, dishonesty materially affecting the Company, willful breach of fiduciary duty, material uncured breach of the definitive agreements, willful refusal to perform material Founder/CEO duties, material violation of law, and misappropriation of Company funds, opportunities or intellectual property. Strategic disagreement, good-faith business judgment, product or platform disagreement, and temporary underperformance alone are not Cause.

Section 11. Budget Continuity

If a replacement annual budget is not timely approved, the prior approved operating budget continues month-to-month, adjusted for existing contractual obligations, payroll, documented cost increases and necessary ordinary-course expenses. Carry-forward authority does not automatically authorize material new projects, major capital expenditures, material new debt or any Reserved Matter.

Section 12. Capital Recovery

Recovery of the full $3,000,000 capitalization remains a fundamental priority after legitimate operating requirements, payroll, taxes, contractual obligations, technology/platform expenses, approved reserves, capital expenditures and reasonable working capital. Discretionary reserves, related-party charges, compensation changes, distributions or extraordinary actions may not be used to frustrate or indefinitely delay Capital Recovery. The definitive principal agreement will contain the controlling waterfall and mechanics.

Section 13. Founder/CEO Compensation

Founder/CEO executive-services compensation is $18,000 per month ($216,000 annually), beginning at funding and commencement of full-time operations. It is an operating expense separate from ownership distributions and IP consideration.

Section 14. $50,000 Founder Advance

At funding and commencement of full-time operations, $50,000 will be advanced against, and not added to, the agreed $216,000 first-year Founder/CEO compensation. The advance is credited at $5,000 per month for the following ten months, during which monthly cash payments are $13,000. Regular $18,000 monthly payments resume after full crediting. Total first-year compensation remains $216,000. Any unearned or unreconciled balance upon Vince Carol's voluntary departure or termination for Cause before full crediting will be repaid to, or offset by, VCA Platforms LLC.

Section 15. Vince Carol & Associates Executive Services

Vince Carol & Associates will serve as the provider and recipient entity for the agreed Founder/CEO executive-services compensation. This structure creates no additional economic cost and does not transfer or limit Vince Carol's personal Founder/CEO appointment, four-year commitment, authority, fiduciary duties, confidentiality obligations, governance rights or Cause protections.

Section 16. Duane Compensation

Duane will receive no initial VCA executive compensation. Compensation of $18,000 per month ($216,000 annually) begins on the first day of the month following the date VCA Platforms LLC first achieves $1,000,000 of annualized qualifying operating revenue, measured by multiplying qualifying operating revenue collected during the immediately preceding three full calendar months by four. Financing proceeds, capital contributions, asset-sale proceeds and other non-operating funding are excluded.

Section 17. Laquan James - COO Compensation

Laquan James will serve as Chief Operating Officer at $8,750 per month ($105,000 annually), with his duties and services reflected in the definitive COO agreement.

Section 18. Laquan James - 2.5% Participation

Laquan will receive 2.5% economic participation solely from the 10% participation pool. The award expressly recognizes his substantial pre-funding contribution and will not be treated as a purely future-performance award. An appropriate portion of the 2.5% will be designated as earned or vested in recognition of that pre-funding contribution, with the balance subject to reasonable prospective service-based vesting. Once vested, participation will not be forfeited merely because his employment or operating role later changes, subject to customary transfer, repurchase, Cause and other agreed protections. The specific pre-funding credit and remaining vesting schedule will be established in the definitive grant documentation without changing the aggregate 2.5% participation. The award does not reduce either principal side's agreed 50% economics.

Section 19. Laquan Voting Treatment

To the extent the vested COO participation is intentionally granted voting rights, those rights may be Founder-aligned for ordinary matters during Laquan's active service and material compliance. Upon cessation of qualifying service, voting rights will cease or convert as provided in the award. No such voting rights may approve or override a Reserved Matter.

Section 20. Employee Sign-On and Retention Pool

The initial approved operating budget will establish a reasonable employee sign-on and retention pool. Individual awards and allocations will follow the Company's normal approval process and the participation-plan documents.

Section 21. Separate CAI-RENU Corporate Engagement

The existing CAI-RENU corporate advisory and strategic-services engagement remains a separate $25,000-per-month client relationship, independently documented from the VCA investment, ownership and governance arrangements.

Section 22. Separate Education Platform Management Engagement

The RENU + VCA Education Platform will be governed by a separate engagement providing VCA Platforms LLC a $25,000-per-month base administration and management fee commencing under the definitive agreement. The existing CAI-RENU engagement and the Education Platform engagement are separate; when both are operative, their combined recurring base fees are $50,000 per month ($600,000 annually).

Section 23. Education Platform Expansion Costs and Fee Changes

Technology, engineering, staffing, cloud/AI, marketing, deployment, vendors, geographic expansion and other implementation or expansion costs are outside the base Education Platform management fee and will be separately scoped, approved and budgeted. The initial $25,000 monthly base fee may be changed only by mutual written agreement.

Section 24. BMV Umbrella IP License

BMV Holdings LLC will license to VCA Platforms LLC the specifically scheduled Governance & Infrastructure IP and other specifically scheduled BMV-owned pre-existing IP that remains subject to the umbrella license. Pre-existing and excluded IP remains with its existing owner unless expressly transferred. The closing schedules will identify licensed IP, excluded IP, improvements/derivatives and new standalone VCA IP.

Section 25. Umbrella License Economics and IP Boundary

The umbrella license economics are: $100,000 annual fixed fee, payable $25,000 quarterly with the first installment due at execution and funding; 1.0% royalty during Capital Recovery; 1.5% royalty thereafter; and a $500,000 aggregate annual cap on the fixed fee and royalty combined. Thus, after payment of the full $100,000 fixed fee, no more than $400,000 of royalty is payable in the same annual period. The cap excludes executive compensation, ownership distributions, the separate CAI-RENU and Education Platform engagements, approved expense reimbursements and other separately documented non-IP consideration. BMV retains scheduled underlying pre-existing IP; VCA receives durable commercialization and use rights for approved VCA-funded improvements within the licensed scope; and genuinely new standalone VCA-created IP not derived from scheduled pre-existing or excluded IP is VCA-owned unless otherwise agreed in writing before development.

Section 26. Education Platform Asset Acquisition

At closing, VCA Platforms LLC will acquire from BMV Holdings LLC the existing RENU + VCA Education Platform software/product assets for $100,000, paid from within the $3,000,000 capitalization. Closing requires an appropriate asset schedule, chain-of-title documentation, delivery of transferable source and product assets, third-party dependency disclosures, and customary ownership and authority representations.

Section 27. Kayla IP Acquisition and Ownership

At closing, VCA Platforms LLC will acquire from BMV Holdings LLC the specifically scheduled Kayla intellectual property for $100,000, paid from within the $3,000,000 capitalization. VCA Platforms LLC will own the transferred Kayla IP worldwide and in perpetuity, subject only to the finite residual consideration in Section 28. BMV retains no ownership interest in the transferred Kayla IP after closing.

Section 28. BMV Kayla Residual

BMV Holdings LLC will receive: (a) 5.0% of the first $50,000,000 of cumulative Kayla-Attributable Revenue; (b) 3.5% of cumulative Kayla-Attributable Revenue above $50,000,000 through $100,000,000; and (c) 2.5% of cumulative Kayla-Attributable Revenue above $100,000,000. The residual terminates permanently when aggregate lifetime Kayla residual payments reach $7,500,000. The cap is absolute across BMV and all successors and assigns and does not reset upon assignment, restructuring, change of control, sale or other transaction. Thereafter, VCA owns Kayla free of further BMV residual participation.

Section 29. Kayla-Attributable Amounts Actually Collected

The residual base is Kayla-attributable consideration actually collected by VCA Platforms LLC, not merely contracted, billed or recognized. It excludes refunds, credits, taxes collected for governmental authorities, chargebacks and identifiable third-party pass-through costs. Direct consideration from the sale, license, sublicense, deployment, subscription, commercialization or other monetization of Kayla is included. For bundled transactions, only the commercially reasonable portion attributable to Kayla is included, using an objective, consistently applied, documented and auditable allocation methodology that prevents artificial shifting, bundling or recharacterization into other products or services. Unrelated advisory services, staffing, administration, implementation, third-party technology and other separately identifiable VCA products or services are not automatically included.

Section 30. Effect of Kayla Acquisition; BMV Freedom

Upon closing the Kayla acquisition, Kayla is removed from the BMV umbrella license and no longer generates fees or royalties under that license. The remaining umbrella-license economics are unchanged. BMV remains free to develop other AI technologies, agents, personalities, interfaces and products, provided they do not use the transferred Kayla identity or specifically acquired Kayla IP. The Education Platform and Kayla transfers do not alter the parties' 50/50 principal economics in VCA Platforms LLC.

C. Definitive-Document Cross-Reference and Implementation Matrix

The matrix identifies the definitive instrument that will implement each commercially closed term. The final agreements shall include operative provisions for every listed item, and the closing reconciliation shall confirm complete and consistent implementation. Legal drafting is limited to implementation, tax, regulatory, enforceability and mechanical provisions consistent with the final agreed terms.

Schedule §	Primary definitive agreement(s)	Required implementation
1	Formation documents; Operating Agreement; organizational consents	New Jersey formation, registered agent, tax classification, capitalization records, closing sequence, and formal Company adoption/ratification of applicable Schedule obligations following formation.
2	Investment/Capitalization Agreement; Operating Agreement; approved budget	Funding schedule, closing conditions, permitted uses, remedies and capitalization ledger; $3M remains the total commitment.
3-4	Operating Agreement; capitalization table; participation plan	50/50 principal economics and separate 10% participation pool, with no unintended dilution or voting rights.
5-8	Operating Agreement; governance agreement; Board consents	Ordinary-course Founder authority and a precise Reserved-Matters schedule requiring mutual principal consent.
9-10	Founder Commitment Agreement; Operating Agreement; Executive Services Agreement	Cause, cure, incapacity, determination and continuity provisions consistent with Sections 9-10.
11-12	Operating Agreement; Investment Agreement; annual budget; distribution policy	Budget carry-forward and detailed Capital Recovery waterfall, accounting, reporting and anti-frustration protections.
13-15	Vince Carol & Associates Executive Services Agreement; Founder Commitment Agreement	Salary, $50K advance amortization, repayment/offset treatment and separation of service-provider payments from Vince's personal duties.
16	Duane Executive Services/Employment Agreement; Board consent	Apply the three-month annualization test and first-of-following-month payroll commencement; exclude financing, capital and other non-operating proceeds.
17-20	Laquan COO agreement; participation award; participation plan; approved budget	Role, compensation, recognition of pre-funding contribution through an earned/vested component, prospective vesting of the balance, service, transfer, Cause/repurchase protections and Founder-aligned ordinary voting provisions.
21	CAI-RENU Corporate Advisory/Strategic Services Agreement or assignment/novation	Scope, payer, term, invoicing, assignment and independence from investment economics.

22-23	Education Platform Management Agreement; statements of work and budgets	Separate $25K base fee, commencement, scope, approvals, cost allocation and mutual written fee-change provisions.
24-25	BMV Holdings IP License Agreement; IP schedules; IP ownership/representation letter	Royalty base and periods, aggregate annual cap, reporting/audit, improvements and new-IP boundary; complete included/excluded IP schedules.
26	Education Platform Asset Purchase Agreement; bill of sale; assignments; asset and dependency schedules	Title and dependency diligence, delivery mechanics, representations, closing conditions and payment from within capitalization.
27-30	Kayla IP Asset Purchase Agreement; IP assignment; Kayla schedules; residual agreement within APA	Complete transferred-IP schedule; worldwide perpetual title; collected-cash residual; exclusions; bundled allocation; audit; non-resetting lifetime cap; permanent termination; umbrella-license removal.
All	Closing checklist; officer certificates; cross-document definitions schedule	Consistent defined terms, effective dates, payment flows, conflict rules and precedence across the complete package.

D. Closing Reconciliation Controls

- No definitive agreement may be labeled final until every Schedule section is mapped to an operative provision or intentionally identified as inapplicable with written principal approval.
- If two definitive agreements address the same subject, counsel must conform the definitions, payment timing, caps, audit rights, survival and conflict provisions so the commercial term operates only once and as intended.
- Drafting decisions concerning entity tax status, securities treatment, employment classification, fiduciary standards, enforceability, accounting presentation or regulatory compliance are reserved to counsel and advisors, but any proposed change to economics, ownership, control, compensation, IP scope, payment rates, caps or termination requires express written approval from both principal sides.
- The $500,000 umbrella-license cap and $7,500,000 Kayla residual cap are different limitations applicable to different obligations. Neither cap expands, offsets or resets the other.
- Closing schedules are substantive implementation records: the Education Platform and Kayla asset schedules, BMV licensed-IP schedule, excluded-IP schedule and third-party dependency disclosures must be complete before execution.

E. Definitive Transaction Package

- Certificate of Formation, Operating Agreement, initial member/manager/Board consents and capitalization records for VCA Platforms LLC.
- Investment/Capitalization and Ownership & Governance Agreement, including the controlling Capital Recovery waterfall.
- Founder Commitment Agreement and Vince Carol & Associates Executive Services Agreement.
- Duane executive-services or employment documentation triggered at the agreed revenue threshold.
- Laquan James COO agreement, participation award and Company participation plan.
- CAI-RENU Corporate Advisory/Strategic Services Agreement and separate Education Platform Management Agreement.

- BMV Holdings LLC Umbrella IP License Agreement, IP ownership/representation letter and comprehensive IP schedules.
- Education Platform Asset Purchase Agreement and Kayla IP Asset Purchase Agreement, with assignments, bills of sale and closing schedules.
- Closing checklist and a final section-by-section reconciliation certificate against this Schedule.

COUNSEL REVIEW NOTICE. This Schedule is a business drafting-control record and not legal, tax or accounting advice. Transaction counsel and tax/accounting advisors should prepare and review the definitive agreements. Their role is to implement the commercially closed framework accurately and identify genuine legal or tax issues, not to modify the agreed bargain without express principal approval.

F. Supersession, Binding Effect and Execution

Entire Agreement and Supersession. Effective upon execution by the parties below, this Final Agreed Terms Schedule is the controlling commercial agreement concerning the subjects it addresses and supersedes, replaces and terminates in its entirety the previously signed agreement among or between the parties concerning VCA, VCA Platform, VCA Platforms LLC, the contemplated capitalization, ownership, governance, services, intellectual property, Education Platform, Kayla or any related transaction, together with all prior and contemporaneous term sheets, memoranda, letters, emails, proposals, negotiations, representations and understandings concerning those subjects. The superseded agreement and understandings shall have no further force or effect. The rights and obligations of the parties concerning the subjects addressed herein shall be governed exclusively by this Schedule and the definitive agreements that implement it. Definitive documents may implement, clarify and supply legal, tax, regulatory, enforceability and mechanical provisions consistent with this Schedule, but may not materially alter its commercial terms without express written approval of both principal sides.

No Reliance on Prior Terms. No provision of a prior agreement or understanding survives unless it is expressly restated in this Schedule. If any definitive agreement conflicts with this Schedule on an economic, ownership, governance, compensation, intellectual-property, payment, cap, residual or termination term, this Schedule controls unless the conflicting provision expressly identifies this Schedule and is approved in a written instrument signed by both principal sides.

Binding Effect. This Schedule is binding upon and inures to the benefit of each signing party and its respective successors, permitted assigns, affiliates that receive rights or perform obligations under the transaction, and legal representatives. No assignment, restructuring, change of control or transfer may avoid, expand or reset any obligation, payment limitation or termination provision stated herein. Following formation, VCA Platforms LLC shall formally adopt and ratify the applicable obligations contemplated by this Schedule through its initial organizational consents and execution of the definitive agreements, creating a continuous record from principal agreement through Company implementation.

Counterparts and Electronic Signatures. This Schedule may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Electronic, PDF and facsimile signatures have the same force and effect as original signatures. The effective date is the date of the last signature below.

SIGNATURE PAGE

VCA Platforms LLC Final Agreed Terms Schedule

The undersigned acknowledge that they have reviewed, approved and agreed to be bound by this Schedule, including its express supersession of the previously signed VCA agreement.

ACORN CAPITAL HOLDINGS LLC

By: ________________________________

Name: Duane F. Guilford

Title: Authorized Representative

Date: ________________________________

VINCE CAROL

By: ________________________________

Name: Vince Carol

Title: Individually; Founder / CEO

Date: ________________________________

BMV HOLDINGS LLC

By: ________________________________

Name: Vince Carol

Title: Authorized Representative

Date: ________________________________

VINCE CAROL & ASSOCIATES

By: ________________________________

Name: Vince Carol

Title: Authorized Representative

Date: ________________________________

Acknowledged and agreed following formation:

VCA PLATFORMS LLC

By: ________________________________

Name: Vince Carol

Title: Founder / Chief Executive Officer

Date: ________________________________