

VCA PLATFORMS LLC

FOUNDER COMMITMENT AGREEMENT

Vince Carol — Founder / Chief Executive Officer

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This Founder Commitment Agreement (the “Agreement”) is made by and between VCA Platforms LLC, a New Jersey limited liability company (the “Company”), and Vince Carol (“Founder”), and is intended to implement the Founder commitment, authority, continuity and Cause protections contained in the Final Agreed Terms Schedule and the Company’s definitive governance documents.

1. FOUNDER APPOINTMENT AND COMMITMENT

1.1 Appointment. Vince Carol will serve as Founder and Chief Executive Officer of the Company.

1.2 Commitment Period. Founder commits to four (4) years of full-time Founder/CEO service beginning upon funding of the agreed capitalization and commencement of full-time Company operations (the “Founder Commitment Period”).

1.3 Full-Time Service. During the Founder Commitment Period, Founder will devote the professional time and attention reasonably necessary to lead the Company, subject to permitted outside activities, pre-existing interests and activities that do not materially interfere with Founder’s duties to the Company.

2. FOUNDER-LED OPERATING AUTHORITY

2.1 Ordinary-Course Authority. During the Founder Commitment Period, while Founder remains in material compliance with his obligations, Founder will have primary authority over ordinary-course operations and implementation of the approved business plan.

2.2 Scope. Founder-led authority includes personnel and staffing within budget, client delivery, sales and business development, marketing, product, platform and technology execution, vendors, budgeted expenditures and departmental management.

2.3 Reserved Matters Boundary. Reserved Matters are limited to extraordinary structural, capital, ownership and other specifically identified material matters. They shall not migrate into ordinary-course management. Hiring, staffing, vendors, technology expenditures and other operating decisions made within an approved budget and approved business plan remain within Founder-led operating authority.

2.4 Governance. Founder authority is subject to the mutually approved Reserved Matters and other governance provisions contained in the definitive Operating & Governance Agreement.

3. BOARD AND FOUNDER DESIGNATION

3.1 Founder-Designated Seats. During the Founder Commitment Period, the agreed five-member Board structure provides for three Founder-designated seats and two Acorn-designated seats, subject to the Company’s definitive governing documents.

3.2 Ordinary Board Action. Where Board approval is required, ordinary Board action will be by majority vote, subject to the mutual-principal approval requirements for Reserved Matters.

4. CONTINUITY OF FOUNDER ROLE

4.1 Protection During Commitment Period. Founder’s appointment, operating authority and continuity during the Founder Commitment Period are protected except in the event of Founder’s voluntary resignation, objectively defined incapacity, Cause, or another circumstance expressly agreed in the definitive transaction documents.

4.2 Strategic Disagreement. Strategic disagreement, good-faith business judgment, product or platform disagreement, and temporary underperformance alone do not constitute Cause and do not independently justify removal of Founder during the Founder Commitment Period.

4.3 Ownership Distinction. Founder's service as Founder/CEO is distinct from Founder's principal economic ownership. A future change in Founder's operating title or service role after the Founder Commitment Period does not, by itself, terminate or reallocate Founder's ownership interest, subject to the Company's definitive transfer, succession and governing provisions.

5. CAUSE

5.1 Definition. For purposes of this Agreement, "Cause" means: (a) fraud, embezzlement or dishonesty materially affecting the Company; (b) willful breach of fiduciary duty; (c) material uncured breach of the definitive agreements; (d) willful refusal to perform material Founder/CEO duties; (e) material violation of law materially affecting the Company; or (f) misappropriation of Company funds, opportunities or intellectual property.

5.2 Notice and Cure. Before a termination for Cause based upon a curable act or omission, Founder will receive written notice describing the alleged breach in reasonable detail and a reasonable opportunity to cure it.

5.3 Determination Process. Any determination of Cause must follow the objective determination process established in the definitive governance documents and may not be based solely on strategic disagreement, good-faith business judgment, product or platform disagreement or temporary underperformance.

5.4 Non-Curable Conduct. Nothing in this Agreement requires a cure period for conduct that by its nature cannot reasonably be cured, including proven fraud, embezzlement or intentional misappropriation.

6. INCAPACITY

6.1 Objective Standard. Any incapacity affecting Founder's protected continuity will be determined under an objective standard and procedure established in the definitive transaction documents, including appropriate medical or other competent evidence where applicable.

6.2 Temporary Incapacity. Temporary inability to perform particular duties will not automatically terminate Founder's appointment or ownership rights and will be handled in accordance with the Company's continuity and governance procedures.

7. COMPENSATION AND SEPARATE EXECUTIVE SERVICES

7.1 Executive Compensation. Founder/CEO executive-services compensation is \$18,000 per month (\$216,000 annually), beginning at funding and commencement of full-time operations, and is separate from ownership distributions and intellectual-property consideration.

7.2 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 will be credited at \$5,000 per month for the following ten months, during which monthly cash payments will be \$13,000. Regular \$18,000 monthly payments resume after full crediting. Total first-year compensation remains \$216,000.

7.3 Service Provider. Vince Carol & Associates will serve as the provider and recipient entity for the agreed Founder/CEO executive-services compensation under a separate Executive Services Agreement. That payment structure does not transfer, limit or replace Vince Carol's personal Founder/CEO appointment, commitment, authority, fiduciary duties, confidentiality obligations, governance rights or Cause protections.

7.4 Early Departure Reconciliation. Any unearned or unreconciled balance of the \$50,000 advance upon Founder's voluntary departure or termination for Cause before full crediting will be repaid to, or offset by, the Company as provided in the definitive Executive Services Agreement.

8. DUTIES, FIDUCIARY OBLIGATIONS AND COMPANY PROPERTY

8.1 Duties. Founder will perform the material duties of Founder/CEO in good faith and consistent with the approved business plan, Company policies lawfully adopted under the governing documents, and applicable fiduciary obligations.

8.2 Confidentiality and Company Property. Founder will protect Company confidential information and Company-owned property and intellectual property, subject to the separately documented boundaries protecting BMV Holdings LLC pre-existing and excluded intellectual property.

8.3 Opportunities. Founder will not willfully misappropriate Company opportunities, funds or intellectual property. Nothing in this provision transfers to the Company BMV-owned pre-existing or excluded IP except as expressly licensed or acquired under the definitive transaction documents.

9. BMV AND PRE-EXISTING INTELLECTUAL PROPERTY

9.1 Separate Ownership. This Agreement does not itself assign, transfer or license any BMV Holdings LLC intellectual property.

9.2 Definitive IP Instruments. BMV licensed IP, the Education Platform acquisition, the Kayla acquisition and residual arrangement, excluded IP, improvements and new standalone Company-created IP will be governed exclusively by their applicable definitive agreements and schedules.

10. TERMINATION OF SERVICE

10.1 Voluntary Resignation. Founder may resign from his operating role upon written notice, subject to any notice period and transition obligations established in the definitive documents.

10.2 Termination for Cause. Founder may be removed during the Founder Commitment Period for Cause only in accordance with this Agreement and the definitive governance procedures.

10.3 Post-Commitment Period. Following completion of the Founder Commitment Period, Founder's continuing operating role, if any, may be addressed through the Company's then-applicable governance and service arrangements without automatically disturbing Founder's principal economic ownership.

10.4 Survival. Provisions concerning ownership distinction, confidentiality, intellectual-property boundaries, accrued compensation, advance reconciliation, records and any provisions expressly intended to survive will survive termination of Founder's service to the extent provided in the definitive transaction documents.

11. COMMERCIAL CONTROL AND AMENDMENTS

11.1 Controlling Framework. This Agreement is an implementation document under the Final Agreed Terms Schedule. It is not intended to renegotiate or materially alter the commercially agreed framework.

11.2 Substantive Changes. Any proposed substantive modification affecting Founder economics, ownership, control, compensation, intellectual-property scope, payment terms, caps or termination protections requires the mutual principal approval required by the controlling transaction framework.

11.3 Conforming Drafting. Legal, tax, employment and enforceability mechanics may be conformed in the definitive execution process so long as they do not materially change the agreed commercial bargain without the required approval.

12. EFFECTIVENESS AND GENERAL PROVISIONS

12.1 Effective Date. This Agreement becomes effective upon execution by Founder and the Company, provided that the four-year Founder Commitment Period and compensation commencement are triggered only upon funding and commencement of full-time operations as stated above.

12.2 Governing Law. This Agreement will be governed by the law applicable to the Company and its definitive governing documents, subject to any enforceable choice-of-law provision adopted in the final transaction package.

12.3 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original and all of which together constitute one instrument.

12.4 Entire Implementation Agreement. Together with the controlling Final Agreed Terms Schedule, Operating & Governance Agreement and applicable definitive transaction documents, this Agreement states the operative Founder commitment and continuity framework. In the event of an inconsistency affecting an agreed commercial term, the controlling commercial framework governs unless a later written instrument expressly modifies it with the required principal approvals.

SIGNATURES

FOUNDER

Vince Carol

Signature: _____

Date: _____

VCA PLATFORMS LLC

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGED BY STRATEGIC INVESTMENT SIDE

Acorn Capital Holdings LLC

By: _____

Name: Duane F. Guilford

Title: Authorized Representative

Date: _____