

VCA PLATFORMS LLC

EXECUTIVE SERVICES AGREEMENT

Vince Carol & Associates — Founder/CEO Executive Services

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This Executive Services Agreement (the “Agreement”) is entered into by and between VCA Platforms LLC, a New Jersey limited liability company (the “Company”), and Vince Carol & Associates (“Service Provider”), with Vince Carol serving personally as Founder and Chief Executive Officer of the Company. This Agreement implements the Founder/CEO executive-services compensation structure contained in the Final Agreed Terms Schedule and is to be read together with the Founder Commitment Agreement and the Company’s governing documents.

1. ENGAGEMENT AND PURPOSE

1.1 Engagement. The Company engages Service Provider to provide the executive-services infrastructure through which the agreed compensation for Vince Carol’s Founder/CEO services will be paid and administered.

1.2 Personal Founder Appointment. Vince Carol’s appointment as Founder/CEO is personal to Vince Carol. Service Provider is the agreed provider and recipient entity for executive-services compensation and does not replace, own, transfer or limit Vince Carol’s personal Founder/CEO appointment, four-year commitment, operating authority, fiduciary duties, confidentiality obligations, governance rights or Cause protections.

1.3 No Additional Economic Cost. The Service Provider structure creates no additional executive-compensation obligation beyond the compensation expressly stated in this Agreement and the controlling commercial framework.

2. TERM AND COMMENCEMENT

2.1 Commencement. The compensation and full-time service obligations administered under this Agreement commence upon funding of the agreed capitalization and commencement of full-time Company operations.

2.2 Founder Commitment Period. The initial service period corresponds to Vince Carol’s four-year Founder Commitment Period, subject to the Founder Commitment Agreement and the termination provisions applicable to his service.

2.3 Pre-Funding Period. Preparation or execution of this Agreement before funding does not, by itself, trigger monthly compensation or the four-year full-time service period.

3. EXECUTIVE COMPENSATION

3.1 Annual Compensation. The Company will pay Service Provider \$18,000 per month, equivalent to \$216,000 annually, for the Founder/CEO executive services provided by Vince Carol.

3.2 Operating Expense. Executive-services compensation is a Company operating expense and is separate from Vince Carol’s ownership distributions, BMV intellectual-property consideration, expense reimbursements and any other separately documented amounts.

3.3 Payment Timing. Except during the advance-credit period described below, compensation will be payable in regular monthly installments in accordance with the Company’s ordinary payment practices and applicable law.

4. \$50,000 FIRST-YEAR FOUNDER ADVANCE

4.1 Advance. At funding and commencement of full-time operations, the Company will advance \$50,000 against, and not in addition to, the agreed \$216,000 first-year Founder/CEO compensation.

4.2 Credit Schedule. The advance will be credited at \$5,000 per month for the following ten (10) months. During those ten months, the regular \$18,000 monthly compensation obligation will be satisfied by a \$13,000 cash payment plus a \$5,000 monthly credit against the advance.

4.3 Resumption of Regular Payments. After the ten monthly credits have fully reconciled the \$50,000 advance, regular cash payments of \$18,000 per month will resume.

4.4 First-Year Total. The advance does not increase first-year compensation. Total first-year Founder/CEO compensation remains \$216,000.

4.5 Early Departure Reconciliation. If Vince Carol voluntarily departs or is terminated for Cause before the advance has been fully credited, any unearned or unreconciled balance will be repaid to, or offset by, the Company. No repayment is triggered solely by a strategic disagreement, good-faith business judgment, product/platform disagreement, temporary underperformance or another circumstance that does not constitute Cause under the Founder Commitment Agreement.

5. SERVICES

5.1 Executive Services. Vince Carol will perform the Founder/CEO services contemplated by the Founder Commitment Agreement, including leadership of ordinary-course operations, implementation of the approved business plan, personnel within budget, client delivery, sales and business development, marketing, product/platform/technology execution, vendors, budgeted expenditures and departmental management.

5.2 Founder Authority. Nothing in this Agreement reduces the Founder-led operating authority established in the governing documents. Reserved Matters remain limited to the extraordinary matters requiring mutual principal approval and shall not migrate into ordinary-course management.

5.3 Standard of Performance. Services will be performed in good faith, consistent with the approved business plan, applicable fiduciary duties, lawful Company policies and the definitive transaction documents.

6. EXPENSES AND COMPANY RESOURCES

6.1 Business Expenses. The Company will reimburse properly documented and approved ordinary and necessary business expenses incurred in performing Company services, in accordance with the approved budget and Company reimbursement policies.

6.2 Separation from Compensation. Approved expense reimbursements are not part of the \$18,000 monthly executive-services compensation and do not reduce or increase the agreed compensation amount.

6.3 Company Resources. Company-funded personnel, technology, travel, vendors and other operational resources will be treated as Company operating expenses and not as additional personal compensation unless expressly designated otherwise.

7. INTELLECTUAL PROPERTY BOUNDARIES

7.1 No Implied IP Transfer. This Agreement does not itself assign, sell, license or transfer any intellectual property owned by Vince Carol, Vince Carol & Associates, BMV Holdings LLC or another party.

7.2 BMV Property. BMV-owned pre-existing and excluded intellectual property remains subject to the separate BMV license, Education Platform acquisition, Kayla acquisition and other applicable definitive IP instruments.

7.3 Company Work Product. Ownership of Company-funded work product, improvements, derivatives and genuinely new standalone Company-created intellectual property will be determined under the applicable IP schedules and definitive agreements.

8. CONFIDENTIALITY, RECORDS AND DUTIES

8.1 Confidentiality. Service Provider and Vince Carol will protect Company confidential information in accordance with the Founder Commitment Agreement and applicable Company policies.

8.2 Records. Service Provider will maintain records reasonably necessary to support invoices, payments, reimbursements and other amounts paid under this Agreement.

8.3 Fiduciary and Personal Duties. The use of Service Provider as the compensation recipient does not shift Vince Carol's personal fiduciary, governance or Founder/CEO duties to Service Provider.

9. TAXES AND PAYMENT ADMINISTRATION

9.1 Tax Treatment. Payments will be reported and administered in the manner required by applicable tax and employment law and the final transaction structure.

9.2 No Recharacterization of Economics. Administrative, payroll, tax or accounting treatment may be conformed as required by law, but such treatment will not materially change the agreed \$18,000 monthly / \$216,000 annual Founder/CEO compensation without the required principal approval.

9.3 Service Provider Information. Service Provider will provide reasonably required tax forms and payment information before payments are due.

10. TERMINATION AND EFFECT OF TERMINATION

10.1 Coordination with Founder Commitment. Termination of this Agreement as to Founder/CEO services will be coordinated with the Founder Commitment Agreement and the Company's governance documents.

10.2 Accrued Amounts. Termination does not eliminate properly accrued and unpaid compensation or approved reimbursements through the applicable termination date, subject to advance reconciliation and lawful offsets.

10.3 Ownership Unaffected. Termination or expiration of this Agreement does not, by itself, terminate, transfer, reduce or reallocate Vince Carol's principal economic ownership in VCA Platforms LLC.

10.4 Survival. Confidentiality, records, accrued-payment, advance-reconciliation, intellectual-property-boundary and other provisions intended by their nature to survive will survive termination.

11. RELATIONSHIP TO OTHER AGREEMENTS

11.1 Founder Commitment Agreement. This Agreement governs the payment and administration of Founder/CEO executive-services compensation. The Founder Commitment Agreement governs Vince Carol's personal commitment, authority, continuity and Cause protections.

11.2 Separate Commercial Relationships. This Agreement is separate from ownership distributions, the BMV umbrella IP license, the Education Platform acquisition and management engagement, the Kayla acquisition and residual arrangement, and the separate CAI-RENU corporate engagement.

11.3 Controlling Commercial Framework. This Agreement is an implementation document under the Final Agreed Terms Schedule. It is not intended to reopen or materially alter the agreed commercial bargain.

12. GENERAL PROVISIONS

12.1 Amendments. Any substantive amendment affecting the agreed compensation economics, Founder authority, ownership, IP boundaries or termination protections requires the approvals required by the controlling transaction framework.

12.2 Assignment. Service Provider may not assign this Agreement in a manner that transfers Vince Carol's personal Founder/CEO appointment or duties. Any permitted administrative assignment must remain consistent with the definitive transaction documents.

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

12.4 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each deemed an original and all together constituting one instrument.

12.5 Effectiveness. This Agreement becomes binding upon execution, but payment and full-time service commencement remain expressly conditioned upon funding and commencement of full-time Company operations.

SIGNATURES

VCA PLATFORMS LLC

By: _____
Name: Vince Carol
Title: Founder / Chief Executive Officer
Date: _____

VINCE CAROL & ASSOCIATES

By: _____
Name: Vince Carol
Title: Authorized Representative
Date: _____

ACKNOWLEDGED BY VINCE CAROL, INDIVIDUALLY

Signature: _____
Name: Vince Carol
Title: Founder / Chief Executive Officer
Date: _____

ACKNOWLEDGED AND APPROVED BY STRATEGIC INVESTMENT SIDE

Acorn Capital Holdings LLC

By: _____
Name: Duane F. Guilford
Title: Authorized Representative
Date: _____