

VCA PLATFORMS LLC

CHIEF OPERATING OFFICER SERVICES & ECONOMIC PARTICIPATION AGREEMENT

Laquan James — Chief Operating Officer

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This Chief Operating Officer Services & Economic Participation Agreement (the “Agreement”) is entered into by and between VCA Platforms LLC, a New Jersey limited liability company (the “Company”), and Laquan James (“COO”). It implements the COO compensation and aggregate 2.5% economic participation agreed in the Final Agreed Terms Schedule, including the subsequent written clarification recognizing COO’s material pre-funding contribution.

1. APPOINTMENT AND DUTIES

1.1 Appointment. Laquan James will serve as Chief Operating Officer of the Company, subject to the definitive governance documents and this Agreement.

1.2 Duties. COO will perform executive and operational duties reasonably associated with the Chief Operating Officer role, including operational execution, internal coordination, implementation of Company systems and processes, and other duties assigned within the approved business plan and Founder-led operating structure.

1.3 Founder-Led Structure. COO’s role operates within the Founder-led ordinary-course management framework. Nothing in this Agreement displaces the Founder/CEO authority or Reserved-Matter structure contained in the governing documents.

2. COMPENSATION

2.1 Base Compensation. COO compensation is \$8,750 per month, equivalent to \$105,000 annually, beginning upon funding and commencement of full-time Company operations unless otherwise stated in the final execution package.

2.2 Operating Expense. COO compensation is a Company operating expense separate from economic participation, ownership distributions and approved expense reimbursements.

2.3 Expenses. The Company will reimburse properly documented and approved ordinary and necessary business expenses in accordance with the approved budget and Company policies.

3. AGGREGATE 2.5% ECONOMIC PARTICIPATION

3.1 Award. Laquan James is granted an aggregate 2.5% economic participation solely from the Company’s separate 10% participation reserve. The award does not reduce or reallocate either principal side’s agreed 50% principal economics.

3.2 Nature of Participation. The participation may be implemented through profits interests, contractual participation, incentive interests or another legally appropriate instrument consistent with the controlling commercial framework and final tax/legal structure.

3.3 No Automatic Board Rights. The economic participation does not automatically confer a Board seat, Reserved-Matter approval right or other governance right.

4. PRE-FUNDING CONTRIBUTION AND VESTING

4.1 Recognition of Pre-Funding Contribution. The parties acknowledge Laquan James’s material pre-funding contribution to the business and agree that the aggregate 2.5% participation is not to be treated as entirely prospective or future-performance-based.

4.2 Earned/Vested Portion. The definitive award will designate an appropriate portion of the 2.5% as earned or vested in recognition of the pre-funding contribution.

4.3 Prospective Portion. The balance of the 2.5% will be subject to a reasonable prospective service-based vesting schedule to be stated in the definitive participation award.

4.4 Protection of Vested Participation. Once participation is vested, it will not be forfeited merely because COO's employment, title, operating role or responsibilities subsequently change, subject to the transfer, Cause and other protections expressly stated in the definitive award.

4.5 No Increase in Aggregate Award. The pre-funding credit and prospective vesting allocation will not increase the aggregate participation above the agreed 2.5%.

5. VOTING TREATMENT

5.1 Intentional Grant Only. Economic participation carries voting rights only to the extent voting rights are intentionally granted in the definitive award and governing documents.

5.2 Founder-Aligned Ordinary Voting. To the extent vested COO participation is intentionally granted voting rights, those rights may be Founder-aligned for ordinary matters during Laquan James's active service and material compliance, as provided in the definitive award.

5.3 End of Qualifying Service. Upon cessation of qualifying service, any service-dependent voting rights will cease or convert as provided in the definitive award; vested economic participation remains subject to Section 4.4.

5.4 Reserved Matters. No COO participation or voting right may unilaterally approve, defeat or override a Reserved Matter requiring mutual principal approval.

6. CAUSE, RESIGNATION AND TERMINATION

6.1 Cause. Any Cause-based forfeiture or repurchase treatment applicable to unvested or vested participation must be expressly stated in the definitive award and applied consistently with the controlling commercial framework.

6.2 Ordinary Role Change. A good-faith change in title, reporting structure, responsibilities or operating role does not, by itself, forfeit participation already vested.

6.3 Resignation or Termination. Treatment of unvested participation following voluntary resignation or termination without Cause will follow the definitive vesting and participation provisions. Accrued compensation and approved reimbursements remain payable subject to applicable offsets and law.

6.4 Transfer Restrictions. Vested participation remains subject to customary restrictions on transfer, assignment, pledge and other disposition contained in the governing and participation documents.

7. CONFIDENTIALITY, COMPANY PROPERTY AND IP

7.1 Confidentiality. COO will protect Company confidential information and proprietary materials.

7.2 Company Property. Company property, credentials, records and materials in COO's possession must be maintained and returned or transferred as reasonably required.

7.3 Intellectual Property. Ownership of Company-created work product and intellectual property will be determined under the Company's definitive IP agreements and schedules. This Agreement does not expand the Company's rights in BMV-owned pre-existing or excluded IP beyond those separately licensed or acquired.

8. TAX AND PARTICIPATION ADMINISTRATION

8.1 Tax Treatment. The Company may structure the participation using a legally and tax-appropriate instrument consistent with the agreed economics.

8.2 No Economic Rewriting. Tax, securities, accounting or administrative implementation may not reduce the agreed aggregate 2.5% participation or convert the recognized pre-funding contribution into entirely future-performance-based participation without the approvals required by the controlling commercial framework.

8.3 Required Documentation. COO will execute reasonable participation-plan, tax-election and administrative documents necessary to implement the award, provided they remain consistent with the agreed commercial treatment.

9. RELATIONSHIP TO COMPANY GOVERNANCE

9.1 Participation Pool. The award is issued solely from the 10% participation reserve and remains separate from the Founder Side and Acorn Side principal economics.

9.2 Governing Documents. This Agreement is subject to the Company’s Operating & Governance Agreement and controlling Final Agreed Terms Schedule with respect to Board authority, Reserved Matters and principal governance.

9.3 No Principal Reclassification. The 2.5% participation does not make COO a principal side or alter the 50/50 principal economic framework.

10. EFFECTIVENESS AND GENERAL TERMS

10.1 Effectiveness. This Agreement becomes effective upon execution and Company adoption, provided that salary commencement is conditioned upon funding and commencement of full-time operations.

10.2 Definitive Vesting Schedule. The specific allocation between the pre-funding earned/vested portion and the prospective service-vesting portion will be inserted into the definitive participation grant before final execution of that grant.

10.3 Amendments. Any substantive amendment reducing the agreed aggregate participation, changing the agreed pre-funding recognition, or materially altering the compensation economics requires the approvals required by the controlling commercial framework.

10.4 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature.

10.5 Controlling Framework. This Agreement implements and does not renegotiate the applicable provisions of the Final Agreed Terms Schedule and subsequent written clarification.

SIGNATURES

VCA PLATFORMS LLC

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

LAQUAN JAMES

Signature: _____
Name: Laquan James
Title: Chief Operating Officer
Date: _____

ACKNOWLEDGED BY PRINCIPAL SIDES

Founder Side — Vince Carol

Signature: _____
Date: _____

Acorn Capital Holdings LLC

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