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MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (the "***Agreement***") is entered into effective as of the 31st day of August, 2026 ("***Effective Date***") by and between Experiential Squared, Inc., a Delaware corporation ("***Manager***") and MyRacehorse Atlantic Voyage 24 Inc., an Ontario corporation ("***Company***").

RECITALS

WHEREAS, Manager is in the business of providing management and administration services;

WHEREAS, Company is in the business of acquiring, owning, holding, managing, and disposing of individual interests in racehorses (each an "***Asset***" and collectively, "***Assets***"); and

WHEREAS, Company desires to have Manager provide, manage and administer Company's operations and to license from Manager the right to use Manager's MyRacehorse Platform (as defined below).

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Company and Manager do hereby agree as follows:

1. SERVICES AND FEES

As full compensation for the services provided under this Agreement, the Company shall pay to the Manager the following fees, and shall bear the following costs and expenses:

(i) Management and Due Diligence: As compensation for the Manager's due diligence services and its ongoing management and oversight of the Company's interest in the Assets and the related service providers, the Company shall pay the Manager a fee equal to US$45,825 (the "**Management and Due Diligence Fee**"). The Management and Due Diligence Fee compensates and reimburses the Manager for its work on behalf of the Company throughout the lifecycle of the Company's investment in the Asset, including services rendered in connection with the organization and establishment of the Company, including evaluating, investigating and conducting due diligence with respect to potential Asset, including the potential acquisition, to facilitate fractional ownership, of a thoroughbred racehorse known as "Atlantic Voyage 24", a chestnut thoroughbred filly, and the costs associated with managing all aspects of the selection of the Assets. The Management and Due Diligence Fee also includes the selection and oversight of third-party contractors such as attorneys, accountants and bloodstock agents. In addition, ongoing work for the management of, and decision-making related to, veterinarians, co-owners, trainers, boarding facilities and other service providers, and the ongoing review and audit of bills and expenses relating to the Asset, from veterinarians, trainers, farriers and similar service providers.

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(ii) Organizational and Experiential: The Company shall pay the Manager a fee equal to US$38,187.50 (the "**Organizational and Experiential Fee**"), covering several organizational and experiential aspects of the Company's business. First, the Organizational and Experiential Fee covers the offering expenses associated with the potential offering by the Company of its Class A Non-Voting Common Shares in reliance on one or more prospectus exemptions under applicable securities laws, including the crowdfunding exemption (the "**Offering**"), including the actual legal, accounting, audit, underwriting, filing, administrative and compliance costs incurred by Offering, and associated with establishing and maintaining the legal and financial framework of the Company (but excluding future ongoing operating costs), whether payable to legal advisors or other third parties by Manager. Second, the Organizational and Experiential Fee covers the Manager's provision of the experiential activities associated with the MyRacehorse ownership experience, including marketing, event planning, content development, and hosting and administration on the MyRacehorse website and app (MyRacehorse™ Platform) in connection with the Company's business and operations, winners' circle access and race day privileges (the "**MyRacehorse Platform**").

(iii) Asset Cost of the Asset: Actual cost of the Asset paid by the Manager to the vendor of the Asset, including any accrued interest under potential loans to the Company and through down payments by the Manager and/or its affiliates to acquire an interest in the Asset prior to an Offering, and will include sales tax and/or Bloodstock Fee (defined below), if applicable in selecting the Asset.

(iv) Brokerage: The Company shall reimburse the Manager an amount equal to CAD$5,000 for the brokerage fee paid by the Manager to Equivesto Canada Inc. as compensation for brokerage services in connection with the Offering.

(v) Bloodstock Fee: The Company shall pay the Manager a fee for work performed in assessing and completing the acquisition of the Assets equal to five percent (5%) of the acquisition cost of the Company's interest in the Assets (the "**Bloodstock Fee**"). The Bloodstock Fee may vary depending on the specific terms and conditions negotiated in connection with the Company and the applicable Asset.

(vi) Management Performance Bonus: The Manager shall receive 10% of all Gross Proceeds from stakes races only, payable in arrears by the fifteenth (15^{th}) day of the following month (the "**Management Performance Bonus**"). For the purposes of this Section, the term "Gross Proceeds" shall mean the total purse winnings and other race earnings paid to, or for the account of, the Company in respect of the Asset's participation or placing in a stakes race, before any deduction for jockey fees, trainer commissions or other riding fees, nomination, entry or starting fees, taxes, withholdings, or any other costs or expenses.

(vii) Final Gross Proceeds: Separately, in connection with final sales of the Asset, in addition to the Management Performance Bonus, upon the sale of an Asset, the Manager shall receive 5% of the Final Sale Gross Proceeds if the Asset has depreciated and 20% of the Final Sale Gross Proceeds if the Asset has appreciated ("**Final Gross Proceeds Fee**"). For the purposes of this section, the term "Final Sale Gross Proceeds" means the sum of all money generated by the sale of an Asset owned by the Company, before any deductions that have been or will be made for expenses. Whether an Asset has appreciated or depreciated shall be determined by comparing its

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gross sale price to its gross purchase price, and the Final Gross Proceeds Fee shall be calculated upon the sale of the Asset.

2. RESPONSIBILITIES OF COMPANY AND MANAGER

2.1 Notwithstanding any provision to the contrary, the acquisition and disposition of the Assets shall be subject to the ultimate direction and control of the Company. The Manager shall be responsible for evaluating, investigating and conducting due diligence with respect to potential Assets and, following acquisition, for the day-to-day management and oversight of the Assets as provided in this Agreement.

2.2 The Company shall retain ultimate responsibility for:

(i) determining which Assets to purchase; and

(ii) determining the amount of the selling price of the Assets upon disposition thereof.

2.3 Equine Related Responsibilities. The Manager shall provide day-to-day oversight and management of the Asset and its racing career, including:

(i) Training and Racing: Overseeing the Asset's training and racing program in consultation with the Asset's trainer and other racing professionals, including racing strategy, race selection (including race selection analysis and analytics), and the Asset's general racing schedule;

(ii) Veterinary and Welfare: Overseeing veterinary care, routine health and maintenance, rehabilitation, and other matters relating to the Asset's health, soundness, and welfare, in consultation with veterinarians, trainers, and other equine professionals;

(iii) Operational Management: Coordinating and overseeing trainers, boarding facilities, veterinarians, transportation providers, racing officials, co-owners, and other service providers involved in the ownership, care, training, transportation, and racing of the Asset;

(iv) Asset Management: Monitoring and evaluating the Asset's performance, condition, value, and racing prospects and making recommendations and decisions regarding the continued racing, rehabilitation, retirement, sale, or other disposition of the Asset, subject to any approval rights expressly reserved to the Company or its shareholders under this Agreement or the Company's governing documents;

(v) Financial Administration: Reviewing and administering expenses associated with the Asset, including training, veterinary, transportation, insurance, nomination, entry, licensing, boarding, and other racing and ownership expenses, and administering revenues generated by the Asset, including purse earnings and sale proceeds; and

(vi) Regulatory and Administrative Matters. Coordinating racing licenses, registrations, insurance, regulatory compliance, ownership records, and other administrative matters reasonably necessary for the ownership and operation of the Asset.

(vii) Experiential and Marketing Services. Manager shall provide the experiential and marketing services associated with the MyRacehorse ownership experience, including delivering horse and racing updates through the MyRacehorse Platform, securing from race tracks and allocating owner perks and privileges (including via the MyRacehorse App Owner

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lottery), and providing race day experiences, such as sending staff to concierge owners to the paddock and winners' circle.

2.4 Organizational and Administrative Management Services. The Manager shall provide the Company with organizational, administrative, financial and operational support reasonably necessary for the conduct of the Company's business, including:

(i) Budgeting and Financial Administration: Assisting in the preparation and administration of operating budgets; maintaining financial books and records; providing bookkeeping, accounting, banking, collection and other financial administration services; administering accounts payable and receivable; and preparing periodic financial and revenue reports;

(ii) Cash Management and Payments: Managing the Company's accounts, collecting amounts payable to the Company, and making payments and disbursements on behalf of the Company in accordance with approved budgets and the Company's obligations;

(iii) Records and Reporting: Organizing and maintaining the Company's financial, corporate and operational records and providing information necessary for the preparation and filing of financial statements, tax returns (other than personal income tax returns), regulatory filings and other reports required by applicable law;

(iv) General Administration: Providing general office and administrative support, including scheduling, clerical services, contract administration, vendor management, and the procurement, at the Company's expense, of premises and space for the Company's operations, equipment, software, fixtures, office supplies and consumables, and other administrative functions reasonably required for the Company's operations;

(v) Regulatory, Licensing and Compliance Support: Assisting the Company in obtaining and maintaining required licenses, permits, registrations and approvals and supporting the Company's compliance with applicable laws, rules and regulations;

(vi) Personnel and Service Providers: Assisting the Company with the hiring, discipline, discharge, orientation and education of its personnel, and with the engagement and administration of contractors, professional advisors and other service providers required for the Company's operations;

(vii) Insurance: Procuring and maintaining, at the Manager's expense, appropriate insurance coverage for the Company and its operations, including errors and omissions (E&O) coverage;

(viii) Additional Administrative Services: Providing such other organizational, administrative, financial, marketing and operational support as may reasonably be required in connection with the Company's business or otherwise agreed by the parties, at such additional cost (if any) as may be agreed by the parties, which may include, for a flat fee, consulting with the Company regarding marketing and enhancing the visibility, quality of service and reputation of the Company.

2.5 Company shall be responsible for the following at its expense. In the event that the Company does not provide for the following or pay the related costs and expenses directly, the Company will promptly reimburse the party who actually pays them on behalf of the Company (and Manager is hereby authorized to make such payments):

(i) Cooperating with Manager in Manager's preparation of reports required by Company;

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(ii) Cooperating with Manager in developing other business opportunities; and

(iii) Filing costs of obtaining necessary licenses and permits.

2.6 Company shall not solicit the services of, or employ or procure on behalf of another the employment of, any individual currently employed by Manager or under a service contract with Manager; nor shall Company engage in any other activity which would be in conflict with its obligations hereunder.

2.7 Costs of Management Services. Except for those costs and expenses that this Agreement expressly provides are to be borne by, or incurred at the expense of, the Company, the Manager shall bear the costs and expenses of providing the Management Services under this Agreement. The Management Services are intended to include all management services reasonably necessary for the Company's business and operations and shall be broadly construed.

3. LICENSE

In consideration of the compensation set forth in Section 1, Manager hereby grants to Company, during the term of this Agreement, a personal, limited, non-transferable, non-sublicensable, non-exclusive license to access and use Manager's MyRacehorse Platform.

4. TERM

The term of this Agreement shall commence on the date hereof and shall have a term of one (1) year unless earlier terminated as provided for in Section 5. The term of this Agreement shall be automatically extended for a series of additional one (1) year terms unless either party notifies the other in writing of its desire to terminate this Agreement at least sixty (60) days prior to the expiration of the current term. In addition, the Company may terminate this Agreement for convenience at any time upon ninety (90) days' prior written notice to the Manager.

5. DEFAULT AND TERMINATION

Either party shall be in default of this Agreement if it fails to perform any material term hereof and such failure is not cured within thirty (30) days after receipt of written notification of such failure from the party not in default. In the event of such failure to cure, the non-defaulting party shall have the right to terminate this Agreement immediately by written notice to the other party. This Agreement shall also terminate in the event Manager is terminated as the Company's Manager in accordance with the Company's constituting documents, organizational resolutions, or other governing documents, as amended from time to time (collectively, "**Company Governing Documents**").

6. ASSIGNMENT

Neither party shall assign this Agreement (by operation of law or otherwise), without the prior written approval of the other party, which consent may be withheld at the other party's sole and absolute discretion.

7. INDEMNIFICATION

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7.1 Manager agrees to indemnify and hold the Company harmless for any and all claims, demands, actions, judgments, losses, costs, liabilities, or expenses, including reasonable attorneys' fees and costs of defense, in connection with any claim brought against the Company by any party as a result of any actions or any failure to act on the part of Manager or any person acting under the direction and supervision of Manager constituting negligence, intentional misconduct or gross negligence, to the extent such liability is not covered by the Manager's insurance.

7.2 The Company agrees to indemnify and hold Manager harmless for any and all claims, demands, actions, judgments, losses, costs, liabilities or expenses, including reasonable attorneys' fees and costs of defense in connection with any claim brought against Manager by any party as a result of any actions or inactions on the part of the Company or any person acting under the direction or supervision of the Company constituting intentional misconduct or gross negligence, to the extent such liability is not covered by the Company's insurance.

8. NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been properly made and delivered, if delivered personally, to the person to whom it is authorized to be given, when mailed first-class, postage prepaid, certified or registered mail, return receipt requested, or when sent by e-mail or overnight courier service as follows:

If to Manager:

2456 Fortune Drive Suite 110
Lexington, KY 40509
E-mail: compliance@myracehorse.com

If to Company:

100 King Street West, Suite 5700
Toronto, Ontario M5X 1C7, Canada
E-mail: support@myracehorse.com

or to such other address as either party may from time to time specify by written notice to the other party. Any such notice shall be deemed to be given as of the date so delivered, if delivered personally, as of the date on which the same was deposited in the mail, postage prepaid addressed and sent as aforesaid, or on the date received if sent by e-mail or overnight courier service.

9. CONFIDENTIALITY

9.1 Each party recognizes and acknowledges that, by virtue of entering into this Agreement and providing services to the other hereunder, Company and Manager may have access to certain information of the other party that is confidential and constitutes valuable, special and unique property. Each party agrees that it will not at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without the other

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party's express prior written consent, except pursuant to the fulfillment of such party's duties hereunder, any confidential or proprietary information of either party, including, but not limited to, information which concerns Company's costs or investment methods developed by Manager for the Company, and which is not otherwise available to the public.

9.2 Except for disclosure to such party's legal counsel, accountant or financial advisors, neither party shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by the other. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement.

10. MISCELLANEOUS

10.1 Each party represents to the other that the execution, delivery and performance of this Agreement by such party have been duly and validly authorized and that this Agreement constitutes the valid and enforceable obligation of such party in accordance with its terms.

10.2 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. All prior negotiations and understandings are merged herein. This Agreement may not be modified unless agreed to in writing signed by both parties hereto. Should any part of this Agreement be declared invalid by a court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining parts, and they shall remain in full force and effect.

10.3 This Agreement shall be construed and enforced according to the laws of the Province of Ontario without reference to its conflict of laws provisions. In the event any litigation arises out of this Agreement, jurisdiction and venue shall lie in the Province of Ontario.

10.4 The parties acknowledge that they have independently negotiated the provisions of this Agreement, that they have relied upon their own counsel as to matters of law and application and that neither party has relied on the other party with regard to such matters. The parties expressly agree that there shall be no presumption created as a result of either party having prepared in whole or in part any provisions of this Agreement.

10.5 Any rights or remedies of either party in the event of default are intended to be cumulative rather than exclusive. Moreover, if either party chooses not to insist upon strict performance of any provision of this Agreement, such choice shall not impair its rights to insist on strict performance in the event of subsequent acts of default and the waiver by a party of any breach of any provision of this Agreement by the non-breaching party shall not operate or be construed as a waiver of any subsequent breach by that party.

10.6 Manager is to act as an independent contractor of the Company in providing the services specified in this Agreement. Nothing in the Agreement shall be construed to constitute either party as the employee or joint venturer of the other. Neither party has the right to bind the other party or make any promises or representations on behalf of the other party except as specifically set forth in this Agreement or the Company Governing Documents.

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10.7 Section headings and captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

10.8 This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same Agreement.

10.9 This Agreement is not intended and shall not be construed as granting any rights, benefits or privileges to any Person (meaning any individual, corporation, partnership, trust, or other legal entity) not a party to this Agreement.

10.10 If either party hereto is delayed or hindered in, or prevented from, the performance of any obligation hereunder by reason of fire, strikes, lockouts, severe weather, earthquakes, other acts of God, labor troubles or shortages, inability to procure materials or supplies, restrictive governmental laws or regulations, riots, insurrection, war, acts of terrorism or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such acts shall be excused for the period of the delay and for a reasonable time thereafter, and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

10.11 Each party to this Agreement (i) understands that this Agreement contains legally binding provisions, and (ii) has either consulted a lawyer or consciously decided not to consult a lawyer.

[*Remainder of Page Intentionally Left Blank; Signature Page Follows.*]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

COMPANY:

MYRACEHORSE ATLANTIC VOYAGE 24 INC.

DocuSigned by:
By: Michael Behrens
52CB629A1CDB42C...
Name: Michael Behrens
Title: CEO

MANAGER:

EXPERIENTIAL SQUARED, INC.

DocuSigned by:
By: Michael Behrens
52CB629A1CDB42C...
Name: Michael Behrens
Title: CEO

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