RIVELES WAHAB LLP

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VIA ELECTRONIC MAIL

To: Brian Oakes, individually, as the person commissioning and coordinating the Opinion Letters for potential dissemination to the DigiByte community

[redacted]

From:
Date: 7-20-26
Re: Omnibus Engagement for DigiByte (DGB) and DigiDollar U.S. Federal and New York Regulatory Opinions

Dear Brian:

By this letter, Riveles Wahab LLP (the "Firm") confirms its engagement by Brian Oakes, individually, as the person commissioning and coordinating two separate opinion letters for potential dissemination to the DigiByte community (the "Client"). The engagement concerns the DigiByte blockchain and DGB digital asset, and the proposed, developing, or contemplated DigiDollar stablecoin feature (collectively, the "Project"). The Firm will prepare a DigiByte/DGB opinion first (the "DGB Opinion") and a separate DigiDollar opinion second (the "DigiDollar Opinion," and together with the DGB Opinion, the "Opinions"). The Firm is not retained to deliver a predetermined or favorable conclusion and may issue a qualified, adverse, or inconclusive opinion, or decline to issue either Opinion, if the facts or law do not support issuance.

Scope of Engagement

The table below summarizes the principal deliverables, subject to the terms, exclusions, and limitations of this letter.

Item	Terms
Primary Deliverables	Two separate reasoned opinion letters, issued in sequence: first, the DGB Opinion; second, the DigiDollar Opinion. Each will be based on the Client's factual record and the law and authorities identified as of its opinion date.
DGB Opinion	Federal securities analysis, including Howey and other then-relevant statutes, rules, judicial decisions, agency guidance, and enforcement authorities; high-level CFTC/Commodity Exchange Act, FinCEN/Bank Secrecy Act, and OFAC analysis; and targeted New York BitLicense and related money-transmission analysis.
DigiDollar Opinion	Analysis of DigiDollar as a proposed or developing stablecoin, including the federal payment-stablecoin framework, and then-applicable implementing rules and guidance, federal securities, CFTC, FinCEN/BSA and OFAC considerations, and targeted New York BitLicense, money-transmission, stablecoin-issuance, reserve, redemption, and related NYDFS requirements.
Applicable Authorities	Each Opinion may consider then-effective statutes, regulations, rules, judicial decisions, official guidance, interpretive materials, and enforcement positions, and, where useful, proposed rules or other developing frameworks clearly identified as nonbinding or not yet effective.

Item	Terms
Expressly Excluded	Other U.S. state or local law; New York law beyond the targeted issues above; licensing or registration filings, agency communications, compliance implementation, non-U.S. law, tax, accounting, audit, technical/code, cybersecurity, and other matters stated below.
Fixed Fee / Payment	$20,000 USD. The first 50% is due at signing, is allocated entirely to the DGB Opinion, and fully pays for that Opinion. The DGB Opinion will be completed and released first once its issuance conditions are satisfied. The remaining 50% is allocated to the DigiDollar Opinion, with 25% of the total fee due upon its first substantive draft and 25% before its execution and release.

<u>Client; Community Purpose; No Representation of Others</u>

Brian Oakes is the Firm's sole client and sole instructing party. He is commissioning and coordinating the Opinions for potential informational use and circulation within the DigiByte community, but the community itself is not a client. The Client will coordinate the factual record, approve factual descriptions, authorize issuance and circulation, satisfy payment obligations, and exercise all client rights. The Firm does not represent that the Client may bind the community or any participant in it. No DGB or DigiDollar holder, developer, contributor, miner, node operator, donor, exchange, wallet provider, user, reader, recipient, or other ecosystem participant is a client, co-client, represented constituent, intended beneficiary, or person entitled to instruct the Firm, control the engagement, assert or waive privilege, or enforce this agreement. Community participation, contribution of information or funds, payment of fees, receipt or circulation of either Opinion, or communication with the Firm does not create any professional relationship with the Firm.

<u>Matters Expressly Outside Scope</u>

Unless the Firm agrees otherwise in a separate signed writing, the Services exclude: 1) any state or local law other than the targeted New York matters expressly included above, including blue sky, consumer-protection, unclaimed-property, lending, trust, custody, or other licensing laws; 2) non-U.S. law and tax, accounting, audit, banking, insurance, insolvency, ERISA, antitrust, intellectual-property, privacy, data-security, consumer-credit, gaming, employment, environmental, or criminal-law matters; 3) technical diligence or verification, including code, smart contracts, protocol security, cryptography, wallets, custody, bridges, cybersecurity, decentralization, on-chain data, reserves, token supply, or transaction history; 4) preparation or review of offering, sale, listing, regulatory, licensing, compliance, website, white paper, marketing, terms-of-use, or privacy materials, except for limited factual reference needed for an Opinion; and 5) any stablecoin or related feature other than DigiDollar, or any DigiDollar feature not fully disclosed and expressly included in the applicable Opinion.

The Firm is not responsible for identifying every law that might apply to the Project or for monitoring ongoing compliance. The Client should retain appropriate technical, accounting, tax, compliance, and other specialized advisers.

<u>Client Information; Reliance; Factual Certifications</u>

The Client must timely provide all information requested by the Firm and all other material information, whether favorable or unfavorable to a desired conclusion. "Client Information" includes oral statements, documents, websites, white papers, technical summaries, tokenomics, governance, protocol descriptions, issuance and distribution history, treasury and compensation arrangements, fundraising, exchange and liquidity arrangements, reserve, peg, minting, redemption, custody, staking or reward features, marketing, U.S. contacts, sanctions exposure, regulatory communications, prior analyses, and contemplated changes relating to DGB or DigiDollar.

The Firm may rely on Client Information, public sources, and third-party materials without independent verification. The Services are not an audit, investigation, source-code review, reserve attestation, forensic review, blockchain tracing exercise, or due-diligence certification. Before signing or releasing each Opinion, the Client must provide a factual representation certificate confirming that the material facts and assumptions relevant to that Opinion are accurate, complete, not misleading, and current as of its date.

The Client must promptly disclose any material change or newly discovered fact before or after issuance. A failure to disclose may require the Firm to suspend work, revise its analysis, withhold or withdraw an Opinion, or terminate the engagement.

Nature and Limits of the Opinions

Digital-asset and stablecoin law is fact-specific and may change through legislation, regulations, rulemaking, agency guidance, interpretations, enforcement positions, judicial decisions, or changes in administration. Each Opinion will reflect the Firm's professional judgment based on the facts and authorities identified as of that Opinion's date. The Firm may discuss proposed or developing frameworks, but will identify their status and will not treat them as binding unless then effective. Neither Opinion is a certificate, audit, compliance seal, no-action letter, regulatory approval, assurance report, investment recommendation, or guarantee. Regulators, courts, exchanges, banks, auditors, counterparties, and others may disagree or apply different facts, standards, or risk tolerances. Classification of an asset does not necessarily determine the treatment of every offer, sale, distribution, arrangement, intermediary activity, or marketing practice involving it.

Drafts; Separate Final Issuance; No Continuing Duty

Every draft, outline, email, oral comment, research note, or preliminary view is incomplete, subject to change, and for confidential discussion with the Client only. Drafts may not be relied on, quoted, forwarded, posted, filed, shown to a regulator or third party, or used in any business or marketing decision. Each Opinion becomes final only when the Firm has approved its text, received the applicable factual certificate and all fees and expenses then due for that Opinion, signed it, and sent written release authorization. The DGB Opinion may be finalized and released independently after the first 50% payment and its other issuance conditions are satisfied. The DigiDollar Opinion requires satisfaction of its separate issuance conditions and payment of the remaining 50% as provided below. The engagement ends upon final delivery and release of both Opinions, unless terminated earlier. The Firm has no duty to monitor later legal or factual developments, update either Opinion, or correct third-party descriptions. Any update, reaffirmation, bring-down, reissuance, or continuing-use authorization requires a separate written agreement and fee.

Use, Circulation, Reliance, and Firm Name

The Firm understands that either final Opinion may be circulated broadly, including through community-maintained databases or public or quasi-public repositories. After the Firm finally issues and releases an Opinion, the Client may circulate or link to an authorized copy without further consent, subject to this letter. Each final Opinion may be circulated for informational purposes only and creates no reliance rights, expanded engagement, client relationship, beneficiary status, or duty to any recipient. Any reliance requires a separate signed reliance letter from the Firm. Without limiting the foregoing: 1) an Opinion may be distributed only as the complete, unaltered, Firm-supplied signed PDF and may not be excerpted, edited, translated, reformatted, annotated, redacted, or presented with commentary; 2) any accompanying description must be neutral and factual, and neither the Client nor the community may add its own characterization or legal conclusion; 3) the Firm's name may be used only to identify it factually as author, and its logo, letterhead, attorney images, biographies, quotations, or other branding may not be used separately without prior written consent; and 4) no person may state or imply that the Firm approved, certified, endorsed, guaranteed, or obtained regulatory clearance for DigiByte, DGB, DigiDollar, any transaction, or any future conduct. Whenever reasonably practicable, the Client will notify the Firm of a material public posting or broad circulation. Notice is informational only and is not a request for consent. The Client remains responsible for copies, links, descriptions, and channels within the Client's or community's control and must promptly correct or remove altered copies or misleading characterizations.

Fixed Fee; Payment; Expenses; Additional Work

The total fixed fee is $20,000 USD, payable in U.S. dollars or, with the Firm's approval, in USDC to a Firm-designated wallet. The first 50% is due at signing, is allocated exclusively to the DGB Opinion, and constitutes the entire agreed fee for that Opinion. Once the Firm receives the signed agreement, first

50% payment, complete DGB factual record, and required DGB factual certificate, the DGB Opinion may be signed and released without any further payment. Upon delivery, the first 50% is fully earned for the DGB Opinion.

The remaining 50% is allocated exclusively to the DigiDollar Opinion: 25% of the total fixed fee is due upon delivery of its first substantive draft, and the final 25% is due before the Firm signs or releases it. The remaining 50% is not a condition to delivery of the DGB Opinion. USDC payments will be credited at the U.S. dollar amount received, net of transaction, network, and conversion costs. The fee is not contingent on either Opinion's conclusion or any publication, listing, fundraising, banking, licensing, or commercial result.

The Client represents and warrants that he is authorized to release DigiByte community funds for fees and expenses under this agreement. Regardless of payment source, the Client remains the sole client and instructing party. No community member, donor, tokenholder, contributor, or payor becomes a client, beneficiary, privilege holder, or person entitled to direct the Firm, receive confidential information, or interfere with its professional judgment.

The fixed fee covers only the stated Services, one substantive draft of each Opinion, and one reasonable consolidated comment round for each, primarily for factual corrections and clarification. Additional drafts, fragmented comments, extensive meetings, changed or late facts, new issues, expanded analysis, regulator or third-party responses, reliance requests, updates, reissuance, nonstandard uses, and post-issuance assistance are outside scope and will be billed at then-current rates or under a separate fee after notice. The Client is also responsible for reasonable third-party and out-of-pocket costs, if any. Invoices are due within 15 days. Overdue amounts may accrue interest at 1.5% per month or the maximum lawful rate, whichever is lower. The Firm may suspend work, withhold a draft or final release, or withdraw for nonpayment, subject to applicable professional obligations.

Timing; Sequencing

The Firm intends to complete and deliver the DGB Opinion first. Work on the DigiDollar Opinion may begin in parallel at the Firm's discretion, but its final delivery will follow the DGB Opinion and depends on a complete DigiDollar factual record and the applicable payment milestones.

Third-Party Inquiries; Regulators; Post-Issuance Work

This engagement does not require the Firm to communicate with, appear before, or respond to any regulator, court, exchange, bank, auditor, investor, media outlet, or other third party. If the Client requests such work, or the Firm receives a subpoena, inquiry, claim, investigation, or testimony request relating to the Project, either Opinion, or its use, the Client will pay the Firm's time and costs at then-current rates, including separate counsel where appropriate, except to the extent a final nonappealable determination finds the matter resulted from the Firm's malpractice, fraud, or willful misconduct.

Client Indemnification for Information and Improper Use

To the fullest extent permitted by law, the Client will indemnify and hold harmless the Firm and its personnel from third-party claims, investigations, proceedings, losses, liabilities, penalties, costs, and reasonable attorneys' fees arising from materially inaccurate, incomplete, or misleading Client Information; Project issuance, sale, distribution, promotion, operation, or use; unauthorized, altered, misleading, stale, or out-of-context use of a draft or final Opinion or the Firm's name; or failure to disclose a material change. This provision does not apply to the extent a final nonappealable determination finds that the claim resulted from the Firm's malpractice, fraud, or willful misconduct, and it does not limit liability that applicable law or professional rules prohibit the Firm from limiting.

Conflicts; Termination; Communications; Files

The Firm represents other clients in blockchain, digital assets, financial technology, securities, and related matters, and the Client receives no exclusivity. Subject to professional obligations, the Client consents to unrelated representations of other clients, including competitors and parties adverse to the Client in matters not substantially related to this engagement.

The Client may terminate at any time by written notice. The Firm may suspend or terminate, subject to professional obligations, for nonpayment, delayed or incomplete cooperation, inaccurate or misleading information, refusal to provide a factual certificate, conflict, ethical or legal concern, suspected unlawful conduct, misuse of the Firm's work or name, material reputational risk, or inability to responsibly issue an Opinion. Earned fees, expenses, and provisions concerning payment, use, reliance, no duty to update, indemnification, third-party inquiries, files, and dispute procedures survive.

The Client authorizes routine use of email, videoconference, cloud document systems, legal research services, secure technology vendors, contract attorneys, consultants, and technical specialists under appropriate supervision and confidentiality obligations. Subject to applicable law and the Client's rights, the Firm may retain the electronic file for seven years after completion or termination and then destroy it without further notice.

Governing Law; Venue; General Terms

The Client may have the right to elect fee-dispute arbitration under Part 137 of the Rules of the Chief Administrator of the New York Courts. This agreement is governed by New York law, without regard to conflicts principles. Any dispute not required to be handled under Part 137 will be brought exclusively in the state or federal courts located in New York County, New York, subject to nonwaivable rights and professional rules. This letter and its Engagement Summary are the entire agreement concerning this matter and supersede prior discussions and proposals. Any amendment, scope expansion, reliance authorization, deadline commitment, or waiver must be in a writing signed by the Firm and the Client. If any provision is unenforceable, it will be narrowed to the minimum extent necessary and the remainder will remain effective. This agreement may be signed in counterparts and electronically. Please sign below. The engagement will not begin until the Firm receives the signed agreement, completes any required conflict review, and receives the first 50% payment.

Client Confirmation

By signing, the Client confirms that: 1) the Firm has not promised a favorable Opinion; 2) either Opinion may be qualified, adverse, inconclusive, or not issued; 3) drafts may not be used or distributed; 4) the DGB Opinion is fully paid from the first 50% and will be delivered first once its issuance conditions are met; 5) the DigiDollar Opinion is a separate second deliverable subject to the remaining payment milestones; 6) final Opinions may be circulated only as permitted above, without third-party reliance or added legal characterization; 7) the Firm may rely on Client Information without independent verification; and 8) the Firm has no duty to update either Opinion after its date.

Very truly yours,

RIVELES WAHAB LLP

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By: Kaiser Wahab, Partner

ACKNOWLEDGED, ACCEPTED, AND AGREED:

Client: Brian Oakes

Signed by:

By: Brian Oakes

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Name: Brian Oakes

Date: 7/20/2026

Email: [redacted]