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acohn@step toe.com

Step toe
STEPTOE & JOHNSON LLP

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August 28, 2017

VIA ELECTRONIC MAIL

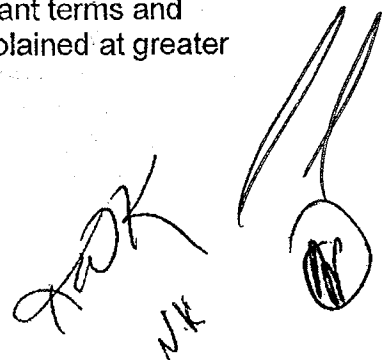
Kathryn Weaver Karras
Nicholas Karras
6901 North 1st Street
McAllen, Texas 78504-1930

Dear Kathryn Karras and Nicholas Karras:

This letter and the attached Terms and Conditions of Engagement (Attachments A and B) set forth the basis for the engagement of Steptoe & Johnson LLP ("Steptoe") by Kathryn Weaver Karras and Nicholas Karras (collectively "you" or "Client(s)") to provide you with due diligence, anti-money laundering and other financial compliance, and transaction structuring and associated regulatory, tax, and compliance advice and counsel regarding the conversion of cryptocurrency to US dollars. We look forward to working with you on this representation. Also a party to this agreement is Antonio Villeda, PLLC d/b/a Villeda Law Group (hereinafter "Villeda Law Group"), whose obligations and rights are also set forth in Attachment B to this letter.

The general terms and conditions that govern this engagement and the services we will provide are described in detail in Attachment A to this letter. Additional specific terms and conditions for this engagement are described in Attachment B to this letter. You should review these materials and let me know immediately if you have any questions. After reviewing them, please countersign this letter and return a fully-executed copy to me by email. However, if you ask us to perform work on your behalf prior to returning the countersigned letter and we commence such work at your request, that will constitute acceptance of these terms and conditions of engagement.

I want to draw your attention in particular to several important terms and conditions for our engagement. A number of these points are explained at greater length in the attachments, which are an integral part of this letter.



Handwritten signatures of Alan D. Cohn and Nicholas Karras. The signature of Alan D. Cohn is on the left, and the signature of Nicholas Karras is on the right, with a large flourish above it.

First, this engagement establishes an attorney-client relationship solely with You and not with any other affiliated or associated entity. We accordingly apply ethics rules relating to conflicts of interest only with respect to You.

Second, the scope of our engagement is limited to the specific matter described above and in Attachments A and B; while we would be pleased to discuss potential engagements on other matters, any new or extended engagement will require our mutual agreement in writing. To the extent that any terms or conditions set out in this letter or set out in Attachment A conflict with any of the terms or conditions set out in Attachment B, the terms and conditions set out in Attachment B control.

Third, we charge hourly rates for services rendered and require reimbursement for costs. Our partner rates range from \$800 per hour to over \$1,000 per hour; our associates range from \$450 per hour to over \$600 per hour, and our project assistant's current hourly rate is \$165 per hour. Other individuals who cannot be identified at this time also may be involved in the representation as necessary.

For this representation, You will segment your bitcoin into tranches for conversion. You will transmit an initial tranche of 15 bitcoins to Steptoe as a retainer once due diligence on that tranche of bitcoin is completed. The retainer amount will be applied as an advance against fees and charges, and any funds not applied will be refunded when this representation has been completed. Once the initial tranche of bitcoin is transmitted to Steptoe as a retainer, subsequent tranches of approximately 12,500-25,000 bitcoins, to be converted sequentially in batches. Steptoe will perform due diligence on the bitcoin holdings, and on potential counterparties to the conversion transactions, based on publicly-available information obtainable through the internet and media sources, and commercial database services such as Dow Jones and World Check, as well as commercial blockchain analysis. As part of its representation of You, Steptoe will include provisions in the commercial agreements for the conversion of the bitcoin ("Conversion Contracts") that upon successful completion of the conversion, Steptoe will directly receive fifteen (15) percent of the gross amount of the conversion (the "Success Fee"), and that Villeda Law Group will directly receive fifteen (15) percent of the gross amount of the conversion. These "gross amounts" will be reduced, for purposes of calculating said success fees, by the amount of any commissions and fees paid by Client to any private placement platforms, brokers, or others in any Conversion Contracts.

It is envisioned that the initial retainer will be adequate to pay for the due diligence associated with the initial tranche of bitcoins. Once the initial retainer is exhausted, You will replenish the retainer in increments of no more than 10 bitcoins to the extent necessary to cover all charges for the due diligence for each tranche of bitcoins. Payment of fees and costs to Steptoe for due diligence on Client's bitcoin holdings and on potential conversion transaction counterparties (including costs associated with commercial blockchain analysis, and conducting, reviewing and


NK 

evaluating the results of due diligence activities) against any retainer shall be limited to an absolute maximum of \$150,000 ("upper limit"). Steptoe may at its discretion direct that bitcoins be transferred, in increments of no more than 10 bitcoins, from any of the tranches and applied to the retainer account, but must notify Villeda Law Group beforehand. Monthly statements reflecting the retainer amount on hand, hourly fees associated with due diligence, and itemized costs of due diligence, will be sent to the You and to Villeda Law Group.

In the event that Steptoe decides (for whatever reason) not to accept any bitcoins provided by You, Steptoe will advise You as to the issues associated with the bitcoin and advise on appropriate steps to take with respect to the bitcoin; should insufficient bitcoin be available to compensate Steptoe for all of its fees and costs due to Steptoe's decision not to accept bitcoins provided by you, Steptoe agrees not to seek reimbursement for outstanding fees or expenses from either Client or Villeda Law Group.

In recognition of the large number of bitcoins and the Success Fee structure of this engagement, Steptoe will charge hourly fees and costs only for activities associated with due diligence on Client's bitcoin holdings and on potential conversion transaction counterparties (including costs associated with commercial blockchain analysis, and conducting, reviewing and evaluating the results of due diligence activities). Steptoe will also be reimbursed (subject to the limitations described in Attachment B) for all of its out-of-pocket costs in connection with the due diligence (e.g., commercial blockchain analysis) described in Attachment B. Steptoe will not charge an hourly fee in connection with other services provided with respect to this representation; instead, Steptoe will recover these fees from the success fee described in this letter and in Attachment B.

Fourth, the attorney-client relationship created by this engagement is terminated when our services are completed, and in any event when we send you our final statement for services rendered in this matter.

Fifth, as detailed in the *Conflicts and Waiver* paragraph of the attachment, we require a forward-looking waiver permitting Steptoe to represent current or future clients where those clients have matters adverse to Clients or their related entities, on matters that are not substantially related to our representation of you in this Matter, **so long as Steptoe is not representing that current or future client in a proceeding against Clients**. Such proceedings may include, but not be limited to, representations in negotiations, regulatory matters, litigation, the providing of advice or opinions, ADR proceedings of various kinds or other matters. Steptoe is also not precluded from representing an entity that is a potential or actual counterparty to the Conversion Contracts described in this letter and Attachments on matters that are not substantially related to our representation of you in this Matter, **so long as Steptoe is not representing that entity in a proceeding against Clients**.

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Sixth, Steptoe and Villeda Law Group will jointly agree on the terms and conditions for non-disclosure agreements to be signed by all third parties involved in any part of the conversion process. All third parties (including but not limited to prospective purchasers, bitcoin brokers, commercial blockchain analysis company, private placement platforms, and the like) will execute an NDA before any information about You or about the transaction is released to them. Steptoe will send a copy of each executed NDA to the Villeda Law Group promptly after it is executed. The NDA will contain a provision that allows release of info to governmental agencies to the extent necessary (e.g. transaction reporting, taxation, etc.). In no event will Steptoe disclose to any third party the total number of bitcoins / total amount of net worth held by You; that information will remain undisclosed due to the risk (e.g., theft, kidnapping, extortion) inherent in holding a large number of bitcoins. You expressly agree to make all required disclosures and filings to government entities associated with these conversions (e.g. transaction reporting, taxation, etc.).

Finally, this letter and the attachments set forth the agreed specific terms of our engagement, which supersede and survive any inconsistent items in "outside counsel guidelines" or provisions required to use any electronic billing system; these terms can be modified only by written agreement between the individual signatories below expressly stating that this specific engagement letter is being changed.

Please sign and return a copy of this letter to me as explained above. By signing, you and the other undersigned persons all confirm that each of you have authority to agree to these terms including that the undersigned firm representatives have the authority to enter this agreement on behalf of their respective undersigned law firm.

We very much look forward to working with you.

Sincerely yours,

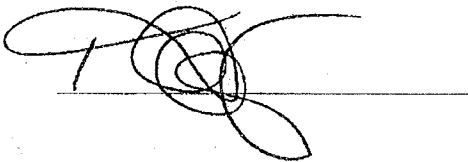


Alan D. Cohn

cc: Antonio Villeda, Villeda Law Group

Accepted and Agreed:

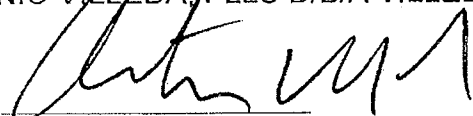
KATHRYN WEAVER KARRAS



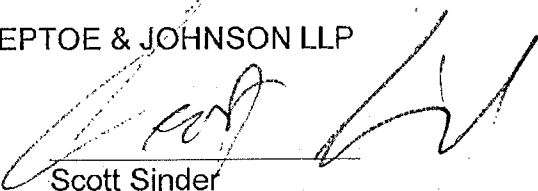
NICHOLAS KARRAS

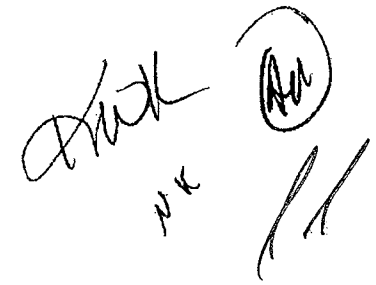


ANTONIO VILLEDA, PLLC D/B/A VILLEDA LAW GROUP

By: 
Antonio Villeda
Its: President

STEPTOE & JOHNSON LLP

By: 
Scott Sinder
Its: Partner


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ATTACHMENT A

**STEP TOE & JOHNSON LLP
GENERAL TERMS AND CONDITIONS OF ENGAGEMENT
AS OF OCTOBER 1, 2016**

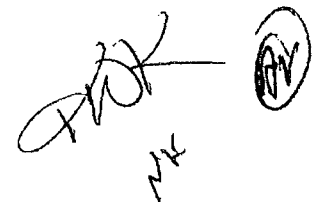
1. *Client:* The client in this representation—and the only party with which Steptoe & Johnson LLP (“Steptoe”) is establishing an attorney-client relationship—is the specific persons identified in the first paragraph of the engagement letter to which this is attached (the “Client”). Steptoe has not been asked, and is not agreeing, to represent or establish an attorney-client relationship with any other entity, such as a parent, subsidiary, affiliate, member, owner or other affiliate or associate of the Client. Steptoe is applying ethics rules relating to conflicts of interest only with respect to the Client.

2. *Scope of Representation:* The subject matter and scope of this representation is limited to the specific matter described in the first paragraph of the engagement letter to which this is attached and described in Attachment B. Any further work will require our mutual agreement reflected in writing.

3. *Term of Engagement:* Either Steptoe or the Client may terminate this engagement at any time for any reason, subject on Steptoe’s part only to applicable rules of professional conduct. We reserve the right to suspend or terminate work on behalf of a client that does not pay our statements within 30 days after they are rendered. In the event of any termination or withdrawal initiated by the Client, Steptoe will be entitled to receive any unpaid fees and expenses through the date of withdrawal on the basis set forth above. In the event of a termination or withdrawal initiated by Steptoe, Steptoe will provide at its cost reasonable services to transition the engagement to subsequent counsel engaged by the Client. The attorney-client relationship created by this letter terminates when the services sought by the Client have been completed, and shall in any event terminate upon Steptoe sending you its final statement for services rendered in the matter, which date shall not be extended because of subsequent statements sent with respect to unpaid balances or because of activities associated with the collection of unpaid balances.

4. *Hourly Fees:* Steptoe will charge hourly rates for services rendered. Hourly rates are reviewed annually, typically in January, and may be revised based on that review. If rates are adjusted, the new rates will be reflected in the first billing statement we provide after the date of the change.

5. *Expenses:* Steptoe will charge the Client for various services and expenses, such as duplication, travel and the like. Expenses for services that are furnished using Steptoe resources (or for contractors that use Steptoe office space, equipment, services or facilities) are billed at a rate that covers direct costs plus an allocation of indirect costs that we believe to be fairly related to the service involved.

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For legal or factual research using third-party computer databases, most vendors (including LexisNexis and Westlaw) provide us with rate schedules listing suggested per-search and other charges. Steptoe will charge the Client for use of those databases at the vendor's scheduled rates because allocations of total costs for these databases cannot be made consistently on a month-by-month basis due to variable usage; however, Steptoe will not pass on any vendor charges for printing from these databases. Where services are provided entirely by an outside vendor for a specified amount (e.g., consultants' fees, graphics, court reporters, filing fees) and do not involve the use of firm facilities or other resources, we charge clients only the amount charged by the outside vendor, without any markup. Unless special arrangements are made at the outset, any significant fees and expenses of others supplying services in connection with this representation (such as experts, expert witnesses, investigators, consultants and court reporters) will be billed to the Client for payment directly to the billing entity, and Steptoe will have no responsibility for paying those fees or expenses.

6. *Taxes:* Some jurisdictions impose charges denominated as sales, use, excise, business, value added or other taxes, tariffs or duties on amounts billed to clients. The amount of any such charges (excluding taxes based on Steptoe's net income or on the wages, salaries or benefits paid to its personnel) will be included in our statements and will be the Client's responsibility. Our fees are net of any withholding or similar tax imposed by the jurisdiction in which the Client resides. If any amount is withheld for such taxes in such jurisdiction, the Client must gross up the amount to be paid to Steptoe so that the net amount paid to Steptoe is the amount due on our statement.

7. *Billing:* Steptoe will send statements to the Client on a monthly basis covering fees and expenses for the prior month. We expect the Client to pay our statements promptly and in any event within 30 days after they are received. Where applicable and at the Client's election, the New York State Fee Dispute Resolution Program and New York Rules of Professional Conduct Rule 1.5(f) require arbitration of fee disputes in civil representations where the amount in dispute is between \$1,000 and \$50,000, to be conducted pursuant to Part 137 of the Rules of the Chief Administrator of the New York State Supreme Court, Appellate Division, 22 NYCRR Pt. 137.

8. *Retainer:* If a retainer is required, it will be applied against fees and charges during the representation, with any amount not applied to such fees and charges to be refunded at the completion of the representation. Applicable bar rules provide that fees and expenses paid in advance of the performance of legal services are to be treated as the property of the client and must be deposited into a client trust account unless the attorney and client agree otherwise. By signing this engagement letter, the Client acknowledges the receipt of the foregoing information and agrees that any advance payment of legal fees and expenses related to this representation shall be treated as the property of Steptoe upon receipt. The Client also agrees that any such advance payment of legal fees or expenses shall be deposited in Steptoe's general operating account to be drawn upon as legal services are performed and expenses

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incurred. Steptoe will refund any portion of the advance payment that exceeds the total of Steptoe's legal fees and expenses incurred in the representation upon the termination of the representation.

9. *Conflicts and Waiver.* Steptoe represents companies and individuals throughout the United States and internationally, who may have matters in conflict with the Client or one or more of its affiliates. Steptoe is undertaking to represent the Client in this Matter on the basis of the Client's agreement that during this representation or any future representations that are initiated without a new or amended engagement letter, Steptoe will not be precluded from representing other clients, including, but not limited to (1), any current or future Steptoe clients who are adverse to the Client or any related entities, in matters not substantially related to this representation, **so long as Steptoe is not representing that entity in a proceeding against the Client**, or (2) where the current or future client was adverse to Client by being an actual or potential counterparty to the Conversion Contracts described in this letter and Attachments, **so long as Steptoe is not representing that entity in a proceeding against the Client**; representations may include, but not be limited to, representations in negotiations, regulatory matters, litigation, the providing of advice or opinions, ADR proceedings of various kinds or other matters. By retaining Steptoe for this representation, the Client agrees that it waives any such conflict and will not seek to have Steptoe disqualified as counsel to another client in the event of such adverse matters.

10. *Confidentiality.* Our ethical obligations as lawyers impose stringent rules about protecting the confidentiality of client information, including not only privileged material but other material we obtain during our representation of the Client that is of a confidential nature or that the Client would not want to see disclosed other than with its approval. The conflicts waiver discussed above in no way relieves us of our obligation to protect such information.

11. *Our Own Use of Counsel.* The Client agrees that Steptoe may seek legal advice from internal or external counsel concerning this representation, waives any claim of conflict based on those consultations or related communications, even if adverse to the Client's interests, and acknowledges that such communications are protected by Steptoe's own attorney-client privilege from disclosure to the Client.

12. *Retention of Records.* We will keep the essential records relating to our work for the Client for ten (10) years after we complete our engagement, with the exception of certain kinds of legal instruments that we are required to retain for longer periods of time. If the Client wishes to have such materials retained for a longer time, we can make arrangements to store them for limited periods at the Client's expense and will be glad to furnish information on the cost of doing so. Portions of our records are viewed as client records and the Client may ask at any time to receive copies of these records, which will be made at the Client's expense. If there are large volumes of such materials, we may contract to have the copies made by a contractor retained by us under contract conditions that impose obligations on the contractor personnel to

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recognize and honor the confidential nature of the materials. In referring to records, we include electronic and "hard copy" records.

13. *Electronic Communications:* Notwithstanding our efforts, modern modes of business communication, including email, mobile telephones and telecopiers, cannot be secured completely to prevent unauthorized access, and therefore involve some risk of disclosure and potential loss of attorney-client privilege. Unless the Client specifically objects to use of those modes of communication, it agrees to accept those risks.

14. *Definitive Agreement:* These Terms and Conditions, together with the engagement letter to which they are attached together with Attachment B, set forth the agreed specific terms of our engagement. Those agreed specific terms supersede and survive any inconsistent items that may be contained in "outside counsel guidelines" sent to us by the Client or generic provisions that we are required to "accept" in order to use any electronic billing system for the Client. These terms can be modified only by a written agreement between the individual signatories to the attached engagement letter expressly stating that terms of this specific engagement letter are being changed.

15. *Counterparts:* The engagement letter to which these Terms and Conditions are attached may be executed in two or more counterparts or by facsimile/PDF signature (or both), each of which will be deemed to be an original, but all of which will constitute one and the same agreement.

16. *Choice of Law/Jurisdiction:* These Terms and Conditions, and with the engagement letter to which they are attached shall be governed by, construed in accordance with, and enforced pursuant to the laws of the District of Columbia without regard to principles of conflict of laws. The Client hereby consents to the jurisdiction of the District of Columbia, in connection with any suit, action, or other legal proceeding arising out of this Agreement.

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ATTACHMENT B

ADDITIONAL SPECIFIC TERMS AND CONDITIONS OF ENGAGEMENT

General

1. These additional terms and conditions describe in more detail the specific engagement that is the subject of this engagement.

2. Every aspect of this transaction will conform to the clients' goal of maintaining their privacy. The clients understand that their identifies will need to ultimately be revealed to the purchasers (after the purchaser executes an NDA) for know-your-customer and related compliance purposes. In no event, however, will Steptoe or Villeda Law Group disclose to any third party the total number of bitcoins / total amount of net worth held by Client; that information will remain undisclosed due to the risk (e.g., theft, kidnapping, extortion) inherent in holding a large number of bitcoins.

3. At every stage of the representation, both firms agree to keep one another reasonably informed of all developments. Any material decisions regarding the representation will be jointly made by Steptoe and Villeda Law Group, especially decisions that could negatively impact the Clients. Villeda Law Group will remain the sole point of contact for the Clients. Steptoe will of course have full access to Clients by which to obtain the information needed for the due diligence and the representation; however, Steptoe will contact Villeda Law Group in all emails, etc and Villeda Law Group will contact Clients, and with respect to any phone calls or meeting with the clients, Steptoe will notify Villeda Law Group in advance and Villeda Law Group will arrange the calls / meeting and will be in attendance.

Segmentation of Bitcoin; Due Diligence

4. The bitcoin will be segmented by the client into tranches for conversion. Client will transmit an initial tranche of 15 bitcoins to Steptoe as a retainer once due diligence on this tranche is completed. Once the initial tranche is transmitted to Steptoe as a retainer, subsequent tranches of approximately 12,500-25,000 bitcoins will be converted sequentially in batches.

5. Client will provide Steptoe with sufficient biographical information about themselves with which to run a conflicts check.

6. Client will provide Steptoe with the following information, at a minimum, concerning the source of the bitcoin, along with any other information necessary to conduct due diligence on the coins: Name of person or company transmitting the bitcoin, date(s) of transmission, services rendered.

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7. Client will provide Steptoe with all of the wallet address(es) in which the bitcoin is currently held. Client agrees that Steptoe will arrange for said bitcoin addresses to be subject to commercial blockchain analysis for the purpose of due diligence; costs associated with this commercial blockchain analysis will be invoiced to Client and charged against the retainer.

Conversion Process; Conversion Contracts

8. Once due diligence is completed **and if the results are satisfactory**, Steptoe will initiate the process of arranging for the conversion of each tranche of bitcoins.

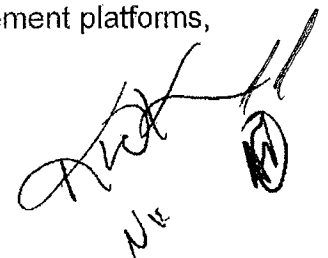
9. Steptoe will work with one or more parties and/or private placement platforms or parties to arrange for conversion on behalf of Client. Note that these parties and/or private placement platforms may request fees or commissions from Client for their services; Client may choose to pay those fees, or instruct Steptoe to seek another party or private placement platform with which to conduct the conversion.

10. Steptoe will conduct a conflicts check on all transaction counterparties. Steptoe will also perform due diligence on potential transaction counterparties to the conversion transactions, based on publicly-available information obtainable through the internet and media sources, and commercial database services such as Dow Jones and World Check.

11. Steptoe will represent Client in all interactions/negotiations with the parties and/or private placement platforms that will conduct the conversion, including the requirement that all parties to the conversion execute a non-disclosure agreement to protect the disclosure of Client's identity other than for lawful governmental purposes (e.g. transaction reporting, taxation, etc.).

12. Steptoe will advise Client on the tax implications of the transaction. Steptoe will advise Client and the Villeda Law Group regarding any required government filings as a result of the conversion and Steptoe will review those filings before submission; Steptoe will provide Client advice as to different models for the conversion and Steptoe and Villeda Law Group will jointly provide Client advice regarding the tax implications associated with each.

13. Steptoe and Villeda Law Group will include provisions in the commercial agreements for the conversion of the bitcoin ("Conversion Contracts") that upon successful completion of the conversion, Steptoe will directly receive fifteen (15) percent of the gross amount of the conversion (the "Success Fee"), and that Villeda Law Group will directly receive fifteen (15) percent of the gross amount of the conversion. These "gross amounts" shall be reduced, for purposes of calculating the Success Fees, by the amount of any commissions and fees paid by Client to any private placement platforms, brokers, or others referenced in the "Conversion" section above.

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14. Each of the Conversion Contracts will, prior to execution, be submitted to the Clients and Villeda Law Group for their approval, including approval of the price to be paid per bitcoin and the other particulars.

15. Neither Steptoe nor Villeda Law Group shall be liable for any failure to locate a suitable counterparty for the conversion of all or part of Client's bitcoin holdings, nor shall Steptoe nor Villeda Law Group be liable for any failure to discover derogatory or other relevant information concerning client's bitcoin holdings or potential transaction counterparties that does not constitute publicly-available information obtainable through the internet and media sources or through commercial database services such as Dow Jones and World Check, or that is not available through commercial blockchain analysis.

Privacy of Client Information; Non-Disclosure Agreement

16. Prospective purchasers and other third parties will never be informed of the total number of bitcoins that the clients have. Steptoe will limit the number of people at Steptoe who are informed of same.

17. Steptoe and Villeda Law Group will jointly agree on the terms and conditions for non-disclosure agreements to be signed by all third parties involved in any part of the conversion process.

18. All third parties (including but not limited to prospective purchasers, bitcoin brokers, commercial blockchain analysis company, private placement platforms, and the like) will execute an NDA before any information about Client or about the transaction is released to them.

19. Steptoe will send a copy of each executed NDA to the Villeda Law Group promptly after it is executed.

20. The NDA will contain a provision that allows release of info to governmental agencies to the extent necessary (e.g. transaction reporting, taxation, etc.).

21. Clients agree to make all required disclosures and filings to government entities associated with these conversions (e.g. transaction reporting, taxation, etc.).

22. Steptoe agrees that it will obtain written authorization from Villeda Law Group before any release of any information related to the total number of bitcoins to anyone outside of the following group: Scott Sinder, Jason Weinstein, Alan Cohn (Steptoe); Tony Villeda, Chris Cheatham (Villeda Law Group); and Clients.

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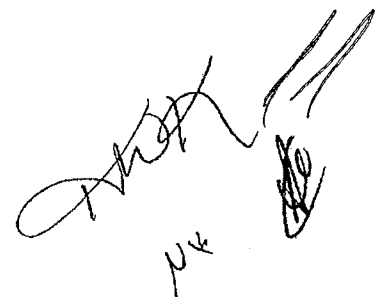
Retainer; Billing Arrangement; Cap on Due Diligence Fees and Costs

23. It is envisioned that the initial retainer will be adequate to pay for the due diligence associated with the initial tranche of bitcoins including to perform commercial blockchain analysis on the entirety of the wallets. Once the initial retainer is exhausted, the retainer will be replenished (in increments of no more than 10 bitcoins) by the Client and will continue to be replenished upon exhaustion to the extent necessary to cover all charges for the due diligence for each tranche of bitcoins, subject to the upper limit referenced below. Steptoe may at its discretion direct that bitcoins (in said increment) be transferred from any of the tranches and applied to the retainer account, but must notify Villeda Law Group beforehand. Monthly statements reflecting the retainer amount on hand, hourly fees associated with due diligence, and itemized costs of due diligence, will be sent to the Client and to Villeda Law Group.

24. Reimbursement to Steptoe for due diligence costs shall be limited to an absolute maximum of \$150,000 ("upper limit"). Said upper limit includes all due diligence costs (e.g., commercial blockchain analysis) and further includes all of Steptoe's attorney's fees associated with due diligence for each Conversion Contract.

25. In the event that Steptoe decides (for whatever reason) not to accept any bitcoins provided by Client, Steptoe will advise Client as to the issues associated with the bitcoin and advise on appropriate steps to take with respect to the bitcoin. Should insufficient bitcoin be available to compensate Steptoe for all of its fees and costs because Steptoe has decided not to accept bitcoin provided by Client, Steptoe agrees not to seek reimbursement from either Client or Villeda Law Group for fees or expenses.

26. In recognition of the large number of bitcoins and the proposed success fees structure, Steptoe will charge hourly fees and costs only for activities associated with due diligence on Client's bitcoin holdings and on potential conversion transaction counterparties (including costs associated with commercial blockchain analysis, and conducting, reviewing and evaluating the results of due diligence activities); neither Steptoe nor the Villeda Law Group will charge an hourly fee in connection with other services provided with respect to this representation. Steptoe will be reimbursed (subject to the limitations described above) for all of its out-of-pocket costs in connection with the due diligence (e.g., commercial blockchain analysis) described above.



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