

January 22, 2026

Mr. Jonathan W. Reeves
Chief Executive Officer
DataBridge Technologies Inc.
1100 NW 163rd Drive
Miami, FL 33169

Re: Engagement of Legal Services — Corporate Advisory and Regulatory Compliance

Dear Mr. Reeves:

Thank you for selecting Harrison & Cole LLP ("the Firm" or "we") to represent DataBridge Technologies Inc. ("the Client" or "you") in connection with the matters described below. This letter sets forth the terms and conditions of our engagement and the mutual obligations of the Firm and the Client.

1. SCOPE OF ENGAGEMENT

The Firm agrees to provide legal services to the Client in connection with the following matters (collectively, the "Engagement"):

- (a) General corporate advisory services, including contract review, corporate governance, and board advisory;
- (b) Regulatory compliance matters related to data privacy (including CCPA, GDPR, and HIPAA where applicable);
- (c) Intellectual property protection strategy and trademark portfolio management;
- (d) Employment law advisory, including review of employment agreements, non-compete covenants, and workplace policies;
- (e) Mergers and acquisitions advisory, including due diligence support and transaction structuring.

This Engagement does not include litigation, tax advisory, or real estate matters unless separately agreed upon in writing. Should the need for additional services arise, we will discuss and agree upon the scope and fees before commencing work.

2. PAYMENT TERMS AND FEE STRUCTURE

2.1 Hourly Rates. Our fees for this Engagement shall be based on the following hourly rates:

Partners: \$625.00 per hour
Senior Associates: \$425.00 per hour
Associates: \$325.00 per hour
Paralegals: \$175.00 per hour

2.2 Monthly Retainer. In lieu of hourly billing for routine corporate advisory matters, the Client may elect a monthly retainer of Fifteen Thousand Dollars (\$15,000.00) per month, which covers up to thirty (30) hours of combined attorney and paralegal time per month. Hours in excess of the retainer shall be billed at the hourly rates set forth above.

2.3 Billing and Payment. The Firm shall submit monthly invoices for services rendered and expenses incurred. Payment is due within thirty (30) days of the invoice date. Amounts not paid within thirty (30) days shall bear interest at the rate of one and one-half percent (1.5%) per month.

2.4 Initial Retainer Deposit. Upon execution of this engagement letter, the Client shall provide an initial retainer deposit of Twenty-Five Thousand Dollars (\$25,000.00), which shall be deposited in the Firm's

client trust account (IOTA) and applied against invoices as they become due.

2.5 Expenses. The Client shall reimburse the Firm for reasonable out-of-pocket expenses incurred in connection with the Engagement, including filing fees, courier charges, travel expenses, expert witness fees, and electronic research charges.

3. CONFIDENTIALITY OBLIGATIONS

All information provided by the Client to the Firm in connection with this Engagement is subject to attorney-client privilege and the Firm's ethical obligations of confidentiality under the Florida Rules of Professional Conduct. The Firm shall not disclose any confidential information of the Client to any third party without the Client's prior written consent, except as required by law, court order, or the Rules of Professional Conduct.

The Client acknowledges that the Firm may utilize secure cloud-based document management and communication systems. The Firm represents that all such systems comply with applicable data security standards and the Firm's duty of confidentiality.

4. CONFLICTS OF INTEREST

The Firm has conducted a conflicts check and confirms that, as of the date of this letter, no conflict of interest exists that would prevent the Firm from representing the Client in the matters described herein. If a conflict arises during the course of the Engagement, the Firm shall promptly notify the Client and take appropriate action as required by the applicable Rules of Professional Conduct.

5. TERMINATION

5.1 Termination by Client. The Client may terminate this Engagement at any time, with or without cause, upon written notice to the Firm. The Client shall remain responsible for payment of all fees and expenses incurred through the date of termination.

5.2 Termination by Firm. The Firm may withdraw from the Engagement upon reasonable notice to the Client if: (a) the Client fails to fulfill its obligations under this letter, including payment obligations; (b) the Client insists upon a course of action that the Firm reasonably believes to be imprudent or contrary to the Firm's professional obligations; (c) a conflict of interest arises that cannot be waived; or (d) other good cause exists as permitted by the applicable Rules of Professional Conduct.

5.3 Effect of Termination. Upon termination, the Firm shall promptly return all original documents and Client materials. The Firm may retain copies of documents as required by its record retention policy and applicable professional regulations.

6. INDEMNIFICATION

The Client agrees to indemnify and hold harmless the Firm, its partners, associates, and employees from any and all claims, liabilities, damages, and expenses (including attorneys' fees) arising out of or related to: (a) any inaccurate or incomplete information provided by the Client; (b) the Client's failure to follow the Firm's legal advice; or (c) any third-party claims arising from the Client's business activities, except to the extent caused by the Firm's gross negligence or willful misconduct.

7. GOVERNING LAW AND JURISDICTION

This engagement letter shall be governed by and construed in accordance with the laws of the State of Florida. Any dispute arising under this letter shall be submitted to binding arbitration in Miami-Dade

County, Florida, administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

8. ACCEPTANCE

If the foregoing terms are acceptable, please sign and return one copy of this letter to confirm your agreement. This engagement letter, together with any attachments, constitutes the entire agreement between the Firm and the Client regarding the Engagement and supersedes all prior discussions and agreements.

We look forward to working with you and DataBridge Technologies. Please do not hesitate to contact me directly if you have any questions.

Very truly yours,

Margaret A. Harrison

Senior Partner

Harrison & Cole LLP

mharrison@harrisoncolellp.com

Direct: (305) 555-0147

AGREED AND ACCEPTED:

By: _____

Name: Jonathan W. Reeves

Title: Chief Executive Officer

DataBridge Technologies Inc.

Date: _____