

INVESTORS' RIGHTS AGREEMENT

THIS INVESTORS' RIGHTS AGREEMENT (this "Agreement") is made and entered into as of March 15, 2024, by and among DEEPSHIELD SYSTEMS, INC., a Delaware corporation (the "Company"), and the investors listed on Schedule A hereto (each, an "Investor" and collectively, the "Investors").

RECITALS

WHEREAS, the Investors are purchasing shares of the Company's Series C Preferred Stock pursuant to that certain Series C Preferred Stock Purchase Agreement dated as of March 15, 2024 (the "Purchase Agreement"); and

WHEREAS, as a condition to entering into the Purchase Agreement, the Investors and the Company hereby agree that the rights and obligations of the Investors and the Company shall be governed by the provisions herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. DEFINITIONS

1 "Common Stock" means the Company's common stock, par value \$0.001 per share.

2 "Derivative Securities" means any securities convertible into or exercisable for Common Stock.

3 "IPO" means the Company's first firm commitment underwritten public offering of Common Stock pursuant to an effective registration statement under the Securities Act of 1933.

4 "Preferred Stock" means the Company's Series A Preferred Stock, Series B Preferred Stock, and Series C Preferred Stock.

2. REGISTRATION RIGHTS

1 ****Demand Registration****. If at any time after the earlier of (i) three (3) years after the date of this Agreement or (ii) six (6) months after the IPO, Investors holding at least 30% of the Registrable Securities request that the Company file a registration statement covering at least 25% of their Registrable Securities, the Company shall use commercially reasonable efforts to cause such shares

to be registered.

2 ****Piggyback Registration****. The Company shall notify all holders of Registrable Securities in writing at least thirty (30) days prior to filing any registration statement and shall include all Registrable Securities in such registration statement with respect to which the Company has received written requests for inclusion within twenty (20) days after delivery of the Company's notice.

3. INFORMATION RIGHTS

1 ****Financial Information****. The Company shall deliver to each Investor holding at least 1,000,000 shares of Registrable Securities:

- (a) Audited annual financial statements within 120 days after fiscal year end;
- (b) Unaudited quarterly financial statements within 45 days after quarter end;
- (c) Monthly management reports within 30 days after month end.

2 ****Inspection Rights****. The Company shall permit each Major Investor, at such Investor's expense, to inspect the Company's properties and examine its books and records during normal business hours upon reasonable notice.

4. RIGHT OF FIRST REFUSAL

1 ****Subsequent Offerings****. Subject to customary exceptions, the Company shall not issue, sell, or exchange any New Securities unless the Company first offers such New Securities to each Major Investor on the same terms.

2 ****Exercise Period****. Each Major Investor shall have twenty (20) days from receipt of written notice to exercise its right of first refusal.

5. PROTECTIVE PROVISIONS

1 The Company shall not, without the written consent of holders of at least 66 % of the outstanding Series C Preferred Stock:

- (a) Alter or change the rights, preferences, or privileges of the Series C Preferred Stock;
- (b) Create any new class of shares having rights senior to the Series C Preferred Stock;
- (c) Increase or decrease the authorized number of shares of Preferred Stock;
- (d) Effect any merger, acquisition, or sale of all or substantially all assets.

6. BOARD MATTERS

1 ****Size of Board****. The Board of Directors shall consist of seven (7) directors.

2 ****Series C Director****. The holders of Series C Preferred Stock shall be entitled to elect one (1) director.

7. MISCELLANEOUS

1 ****Successors and Assigns****. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and permitted assigns.

2 ****Governing Law****. This Agreement shall be governed by and construed under the laws of the State of Delaware.

3 ****Amendment and Waiver****. This Agreement may be amended only with the written consent of (i) the Company and (ii) the holders of at least 66 % of the Registrable Securities.

4 ****Severability****. If any provision of this Agreement is found invalid or unenforceable, the remainder shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Investors' Rights Agreement as of the date first above written.

COMPANY:

DEEPSHIELD SYSTEMS, INC.

By: _

Name: Dr. Marcus Chen

Title: Chief Executive Officer

INVESTORS:

[Signature pages for Investors follow]

SCHEDULE A

List of Investors

[List of Series C investors to be attached]