

# **SERIES C INVESTOR RIGHTS AGREEMENT**

THIS SERIES C INVESTOR RIGHTS AGREEMENT (this "Agreement") is made and entered into as of January 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 Company and the Investors are parties to that certain Series C Preferred Stock Purchase Agreement dated January 15, 2024 (the "Purchase Agreement"), pursuant to which the Investors have agreed to purchase shares of the Company's Series C Preferred Stock (the "Series C Preferred");

WHEREAS, in order to induce the Investors to invest funds in the Company pursuant to the Purchase Agreement, the Company hereby agrees that this Agreement shall govern the rights of the Investors to receive certain information from the Company and to participate in future equity offerings by the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **1. DEFINITIONS**

1 "Common Stock" shall mean shares of the Company's common stock, par value \$0.001 per share.

2 "Derivative Securities" shall mean any securities or rights convertible into, or exercisable or exchangeable for (in each case, directly or indirectly), Common Stock, including options and warrants.

3 "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

4 "SEC" shall mean the Securities and Exchange Commission.

5 "Securities Act" shall mean the Securities Act of 1933, as amended.

## **2. REGISTRATION RIGHTS**

#### 1 **\*\*Demand Registration\*\***

(a) Form S-1 Demand. If at any time after the earlier of (i) four (4) years after the date of this Agreement or (ii) six (6) months after the effective date of the Initial Public Offering, the Company receives a request from Holders of at least thirty percent (30%) of the Registrable Securities then outstanding that the Company file a Form S-1 registration statement with respect to Registrable Securities, then the Company shall:

(i) within ten (10) days after the date such request is given, give notice thereof to all Holders of Registrable Securities; and

(ii) use commercially reasonable efforts to file a Form S-1 registration statement covering all Registrable Securities that the Holders requested to be registered as soon as practicable.

### **3. INFORMATION RIGHTS**

#### 1 **\*\*Delivery of Financial Statements\*\***

(a) The Company shall deliver to each Major Investor:

(i) as soon as practicable, but in any event within ninety (90) days after the end of each fiscal year of the Company, audited financial statements prepared under GAAP;

(ii) as soon as practicable, but in any event within forty-five (45) days after the end of each quarter of each fiscal year of the Company, unaudited financial statements prepared under GAAP.

### **4. RIGHT OF FIRST REFUSAL**

#### 1 **\*\*Subsequent Offerings\*\***

Subject to applicable securities laws, each Major Investor shall have a right of first refusal to purchase its pro rata share of all Equity Securities that the Company may, from time to time, propose to sell and issue after the date of this Agreement.

### **5. BOARD MATTERS**

#### 1 **\*\*Board Size\*\***

The parties agree to maintain the size of the Board at seven (7) directors.

## 2 **\*\*Board Composition\*\***

The holders of Series C Preferred shall be entitled to elect one (1) member of the Board of Directors.

## **6. PROTECTIVE PROVISIONS**

1 The Company shall not, without the written consent of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the Series C Preferred:

- (a) liquidate, dissolve or wind-up the business and affairs of the Company;
- (b) amend, alter, or repeal any provision of the Certificate of Incorporation or Bylaws;
- (c) create or authorize any new class or series of equity security.

## **7. TERMINATION**

1 This Agreement shall terminate upon the earlier of:

- (a) the closing of a Qualified IPO;
- (b) a Deemed Liquidation Event;
- (c) with respect to each Investor, when such Investor no longer holds any Registrable Securities.

## **8. MISCELLANEOUS**

### 1 **\*\*Successors and Assigns\*\***

The rights under this Agreement may be assigned (but only with all related obligations) by a Holder to a transferee of Registrable Securities.

### 2 **\*\*Governing Law\*\***

This Agreement shall be governed by the internal law of the State of Delaware.

### 3 **\*\*Counterparts\*\***

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Series C Investor Rights Agreement as of the date first written above.

COMPANY:

DEEPSHIELD SYSTEMS, INC.

**By:** \_

Name: Dr. Marcus Chen

Title: Chief Executive Officer

INVESTORS:

[Signature pages to follow]

SCHEDULE A

List of Investors

[List of Series C investors to be attached]