

DIRECTOR INDEMNIFICATION AGREEMENT

THIS DIRECTOR INDEMNIFICATION AGREEMENT (this "Agreement") is made and entered into as of [DATE], by and between DeepShield Systems, Inc., a Delaware corporation (the "Company"), and [DIRECTOR NAME] ("Indemnitee").

RECITALS

WHEREAS, highly competent persons have become more reluctant to serve corporations as directors unless they are provided with adequate protection through insurance or adequate indemnification against risks of claims and actions against them arising out of their service to and activities on behalf of such corporations;

WHEREAS, the Board of Directors of the Company (the "Board") has determined that, in order to attract and retain qualified individuals to serve as directors, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities;

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company's stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

1. SERVICES TO THE COMPANY

Indemnitee agrees to serve as a director of the Company. This Agreement shall not be deemed an employment contract between the Company and Indemnitee.

2. DEFINITIONS

1. "Corporate Status" describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company or any subsidiary thereof.
2. "Proceeding" includes any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether civil, criminal, administrative or investigative.

3. INDEMNIFICATION

1. The Company shall indemnify Indemnitee if Indemnitee was or is a party or is threatened to be made a party to any Proceeding by reason of Indemnitee's Corporate Status, against all Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee in connection with such Proceeding if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company.
2. The Company shall indemnify Indemnitee for Expenses as a witness when Indemnitee is not a party to the Proceeding.

4. ADVANCEMENT OF EXPENSES

1. The Company shall advance all Expenses incurred by Indemnitee in connection with any Proceeding within thirty (30) days after receipt by the Company of a statement requesting such advances.
2. Indemnitee hereby undertakes to repay such amounts advanced only if, and to the extent that, it shall ultimately be determined that Indemnitee is not entitled to be indemnified by the Company.

5. PROCEDURES FOR DETERMINATION OF ENTITLEMENT TO INDEMNIFICATION

1. To obtain indemnification, Indemnitee shall submit a written request to the Company.
2. Upon written request by Indemnitee for indemnification, a determination with respect to Indemnitee's entitlement thereto shall be made by:
 - (a) the Board by a majority vote of a quorum consisting of Disinterested Directors;
 - (b) Independent Counsel in a written opinion; or

(c) the stockholders of the Company.

6. PRESUMPTIONS AND EFFECT OF CERTAIN PROCEEDINGS

1. In making a determination with respect to entitlement to indemnification hereunder, the person or persons making such determination shall presume that Indemnatee is entitled to indemnification under this Agreement.

2. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that Indemnatee did not act in good faith.

7. NON-EXCLUSIVITY

1. The rights of indemnification provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnatee may be entitled under applicable law, the Company's Certificate of Incorporation, the Company's Bylaws, any agreement, or otherwise.

8. DURATION OF AGREEMENT

1. This Agreement shall continue until and terminate upon the later of:

(a) ten (10) years after the date that Indemnatee shall have ceased to serve as a director of the Company; or

(b) one (1) year after the final termination of any Proceeding then pending.

9. SEVERABILITY

1. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever:

(a) the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby; and

(b) to the fullest extent possible, the provisions of this Agreement shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

10. GOVERNING LAW

1. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

11. ENTIRE AGREEMENT

1. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Director Indemnification Agreement as of the date first above written.

DEEPSHIELD SYSTEMS, INC.

By: _

Name:

Title:

INDEMNITEE

—

Name:

Date: