PROFESSIONAL INDEMNITY COVERAGE AGREEMENT

THIS PROFESSIONAL INDEMNITY COVERAGE AGREEMENT (the "Agreement") is made and entered into as of January 15, 2024 (the "Effective Date"), by and between DeepShield Systems, Inc., a Delaware corporation with its principal place of business at 2200 Innovation Drive, Suite 400, Wilmington, Delaware 19801 ("Company").

RECITALS

WHEREAS, the Company provides specialized industrial control system (ICS) security solutions, cybersecurity services, and critical infrastructure protection services to its clients;

WHEREAS, the Company seeks to maintain appropriate professional indemnity coverage to protect against potential claims arising from its professional services;

NOW, THEREFORE, the Company hereby establishes the following terms and conditions regarding its professional indemnity coverage:

1. DEFINITIONS

1 "Claim" means any written demand, civil proceeding, or regulatory action against the Company alleging a Wrongful Act.

2 "Coverage Period" means the period from January 15, 2024 to January 14, 2025.

3 "Professional Services" means the Company's industrial cybersecurity services, including but not limited to ICS security solutions, SCADA network protection, threat detection, monitoring services, and related consulting services.

4 "Wrongful Act" means any actual or alleged act, error, omission, misstatement, misleading statement, or breach of duty by the Company in the performance of Professional Services.

2. COVERAGE PARAMETERS

1 Coverage Limit: The maximum aggregate coverage limit shall be Fifty Million United States Dollars ($50,000,000) for all Claims during the Coverage Period.

2 Per-Claim Limit: The maximum per-Claim limit shall be Twenty-Five Million United States Dollars ($25,000,000).

3 Deductible: The Company shall maintain a deductible of Two Hundred Fifty Thousand United States Dollars ($250,000) per Claim.

3. COVERED ACTIVITIES

1 This Agreement covers Claims arising from:

(a) Professional negligence or breach of professional duty;

(b) Security system design errors or omissions;

(c) Implementation failures in cybersecurity solutions;

(d) Errors in threat detection and monitoring services;

(e) Breach of client confidentiality;

(f) Intellectual property infringement in service delivery;

(g) Documentation and reporting errors;

(h) Professional advice and consulting services.

4. EXCLUSIONS

1 This Agreement does not cover:

(a) Criminal, fraudulent, or dishonest acts;

(b) Claims made prior to the Coverage Period;

(c) Known circumstances likely to give rise to a Claim;

(d) Employment-related claims;

(e) Bodily injury or property damage;

(f) Nuclear, chemical, or biological incidents;

(g) War and terrorism;

(h) Contractual liability exceeding standard professional obligations.

5. CLAIMS PROCEDURES

1 Notice Requirements: The Company shall provide written notice of any Claim within thirty (30) days of becoming aware of such Claim.

2 Claims Cooperation: The Company shall:

(a) Provide all requested information and documentation;

(b) Assist in investigations and defense;

(c) Not admit liability without prior written consent;

(d) Not settle any Claim without prior approval.

6. RISK MANAGEMENT REQUIREMENTS

1 The Company shall maintain:

(a) Documented quality control procedures;

(b) Regular security audits and assessments;

(c) Employee training programs;

(d) Client contract review procedures;

(e) Incident response protocols;

(f) Data backup and recovery systems.

7. PREMIUM AND PAYMENT

1 Annual Premium: The annual premium shall be One Million Two Hundred Thousand United States Dollars ($1,200,000).

2 Payment Schedule: Premium shall be paid in quarterly installments of Three Hundred Thousand United States Dollars ($300,000).

8. TERRITORY AND JURISDICTION

1 This Agreement covers Claims worldwide, excluding sanctioned countries.

2 This Agreement shall be governed by the laws of the State of Delaware.

9. MODIFICATIONS AND TERMINATION

1 This Agreement may be modified only by written amendment signed by authorized representatives.

2 The Company may terminate this Agreement with sixty (60) days written notice.

10. CONFIDENTIALITY

1 The terms and conditions of this Agreement shall remain confidential except as required by law or

regulatory authorities.

11. NOTICES

1 All notices shall be in writing and delivered to:

DeepShield Systems, Inc.

Attn: General Counsel

2200 Innovation Drive, Suite 400

Wilmington, DE 19801

EXECUTION

IN WITNESS WHEREOF, the undersigned has executed this Professional Indemnity Coverage Agreement as of the Effective Date.

DEEPSHIELD SYSTEMS, INC.

By:

Name: Robert Kessler

Title: Chief Financial Officer

Date: January 15, 2024

WITNESS:

By:

Name: Elena Rodriguez

Title: Chief Security Architect

Date: January 15, 2024