

# **SERIES A VOTING AGREEMENT**

THIS SERIES A VOTING AGREEMENT (this "Agreement") is made and entered into as of March 15, 2024, by and among DeepShield Systems, Inc., a Delaware corporation (the "Company"), the holders of the Company's Series A Preferred Stock listed on Schedule A hereto (the "Series A Investors"), and the holders of Common Stock listed on Schedule B hereto (the "Key Holders").

## **RECITALS**

WHEREAS, the Company is seeking to issue and sell up to \$30,000,000 of its Series A Preferred Stock pursuant to that certain Series A Preferred Stock Purchase Agreement dated as of March 15, 2024 (the "Purchase Agreement");

WHEREAS, the parties desire to provide for certain rights and obligations with respect to the voting of shares of the Company's capital stock and the election of directors of the Company;

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

## **1. VOTING PROVISIONS**

### **1.1 Size of Board**

The parties agree that the size of the Company's Board of Directors (the "Board") shall be set at seven (7) directors.

### **1.2 Board Composition**

The holders of shares of the Company's capital stock shall vote their shares to ensure that the Board shall be comprised of:

- (a) Two (2) directors designated by holders of a majority of Series A Preferred Stock (the "Series A Directors");
- (b) Three (3) directors designated by holders of a majority of Common Stock (the "Common Directors"), who shall initially be Dr. Marcus Chen, Sarah Blackwood, and James Morrison; and
- (c) Two (2) independent directors mutually acceptable to the holders of a majority of Common Stock and Series A Preferred Stock (the "Independent Directors").

### **1.3 Removal of Directors**

Any director may be removed for cause by the affirmative vote of the holders of a majority of shares entitled to vote. Any director elected pursuant to Section 1.2 may be removed without cause only by the parties entitled to designate such director pursuant to Section 1.2.

## **2. DRAG-ALONG RIGHTS**

### **2.1 Drag-Along Transaction**

If holders of at least 66 % of the Series A Preferred Stock (the "Selling Investors") approve a Sale of the Company (as defined below), then each stockholder hereby agrees to vote all shares in favor of such transaction.

### **2.2 Sale of the Company**

A "Sale of the Company" shall mean: (i) a merger or consolidation of the Company with another entity; (ii) the sale, lease, or transfer of all or substantially all assets; or (iii) the sale or transfer of more than 50% of the Company's voting power.

## **3. REMEDIES**

### **3.1 Specific Enforcement**

The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with its terms. Accordingly, the parties shall be entitled to specific performance of the terms hereof.

### **3.2 Severability**

If any provision of this Agreement is held invalid or unenforceable, such provision shall be construed to the maximum extent permitted by law.

## **4. TERM AND TERMINATION**

### **4.1 Term**

This Agreement shall continue in full force and effect from the date hereof until the earlier of:

- (a) The closing of a Qualified IPO (as defined in the Company's Certificate of Incorporation);
- (b) The consummation of a Sale of the Company; or
- (c) The written agreement of holders of at least 66 % of the Series A Preferred Stock and a majority

of Key Holders.

## **5. MISCELLANEOUS**

### **5.1 Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

### **5.2 Governing Law**

This Agreement shall be governed by and construed under the laws of the State of Delaware, without regard to conflicts of law principles.

### **5.3 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

### **5.4 Notices**

All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery; (ii) when sent by confirmed electronic mail; (iii) one day after deposit with a nationally recognized overnight courier; or (iv) four days after deposit in the U.S. mail by registered or certified mail.

### **5.5 Entire Agreement**

This Agreement constitutes the full and entire understanding among the parties with respect to the subject matter hereof and supersedes all prior agreements with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Series A Voting Agreement as of the date first above written.

COMPANY:

DEEPSHIELD SYSTEMS, INC.

**By: \_**

Name: Dr. Marcus Chen

Title: Chief Executive Officer

SERIES A INVESTORS:

[Signature pages to follow]

**KEY HOLDERS:**

[Signature pages to follow]

**SCHEDULE A**

Series A Investors

[List to be attached]

**SCHEDULE B**

Key Holders

[List to be attached]