

SERIES B PREFERRED STOCK PURCHASE AGREEMENT

THIS SERIES B PREFERRED STOCK PURCHASE AGREEMENT (this "Agreement") is made as of March 15, 2024, by and among DeepShield Systems, Inc., a Delaware corporation (the "Company"), and the investors listed on Exhibit A attached hereto (each a "Purchaser" and together the "Purchasers").

RECITALS

WHEREAS, the Company desires to sell shares of its Series B Preferred Stock, \$0.001 par value per share (the "Series B Preferred"), to the Purchasers pursuant to this Agreement; and

WHEREAS, the Purchasers desire to purchase shares of Series B Preferred on the terms and conditions set forth herein.

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

1. AGREEMENT TO PURCHASE AND SELL STOCK

1.1 Authorization

The Company has authorized the sale and issuance of up to 8,500,000 shares of Series B Preferred (the "Shares") at a purchase price of \$5.85 per share (the "Purchase Price"), having the rights, preferences, privileges and restrictions set forth in the Amended and Restated Certificate of Incorporation attached hereto as Exhibit B.

1.2 Agreement to Purchase and Sell

Subject to the terms and conditions hereof, each Purchaser severally agrees to purchase, and the Company agrees to sell and issue to each Purchaser, the number of Shares set forth opposite such Purchaser's name on Exhibit A for the aggregate Purchase Price set forth thereon.

2. CLOSING

2.1 Closing Date

The purchase and sale of the Shares shall take place at one or more closings (each, a "Closing"), the first of which shall occur on March 30, 2024, or at such other time as the Company and Purchasers

purchasing a majority of the Shares set forth on Exhibit A agree (the "Initial Closing").

2.2 Delivery

At each Closing, the Company shall deliver to each Purchaser a certificate representing the Shares being purchased thereby against payment of the purchase price therefor by wire transfer of immediately available funds to an account designated by the Company.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to each Purchaser that:

3.1 Organization and Standing

The Company is a corporation duly organized, validly existing, and in good standing under the laws of Delaware and has all requisite corporate power and authority to carry on its business as presently conducted.

3.2 Authorization

All corporate action on the part of the Company necessary for the authorization, execution and delivery of this Agreement, the performance of all obligations of the Company hereunder, and the authorization, issuance, sale and delivery of the Shares has been taken or will be taken prior to the Initial Closing.

3.3 Valid Issuance of Shares

The Shares, when issued, sold and delivered in accordance with the terms of this Agreement, will be duly and validly issued, fully paid, and nonassessable.

3.4 Financial Statements

The Company has delivered to each Purchaser its audited financial statements for the fiscal year ended December 31, 2023, and unaudited financial statements for the period ending February 29, 2024 (collectively, the "Financial Statements").

4. REPRESENTATIONS AND WARRANTIES OF PURCHASERS

Each Purchaser hereby represents and warrants to the Company that:

4.1 Authorization

Such Purchaser has full power and authority to enter into this Agreement, and this Agreement constitutes its valid and legally binding obligation.

4.2 Purchase Entirely for Own Account

This Agreement is made with such Purchaser in reliance upon such Purchaser's representation to the Company that the Shares will be acquired for investment for such Purchaser's own account.

4.3 Accredited Investor

Such Purchaser is an "accredited investor" within the meaning of SEC Rule 501 of Regulation D.

5. CONDITIONS TO CLOSING

5.1 Conditions to Purchasers' Obligations

The obligations of each Purchaser under Section 1.2 of this Agreement are subject to the fulfillment on or before the Closing of each of the following conditions:

- (a) Representations and warranties made by the Company shall be true and correct as of the Closing.
- (b) The Company shall have performed all obligations and conditions required to be performed or observed by it on or prior to the Closing.

5.2 Conditions to Company's Obligations

The obligations of the Company under Section 1.2 of this Agreement are subject to the fulfillment on or before the Closing of each of the following conditions:

- (a) Representations and warranties made by each Purchaser shall be true and correct as of the Closing.
- (b) The purchase price for the Shares shall have been delivered to the Company.

6. MISCELLANEOUS

6.1 Governing Law

This Agreement shall be governed by and construed under the laws of Delaware.

6.2 Successors and Assigns

Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto.

6.3 Entire Agreement

This Agreement constitutes the full and entire understanding and agreement among the parties with

regard to the subjects hereof and thereof.

IN WITNESS WHEREOF, the parties have executed this Series B Preferred Stock Purchase Agreement as of the date first above written.

COMPANY:

DEEPSHIELD SYSTEMS, INC.

By: _

Name: Dr. Marcus Chen

Title: Chief Executive Officer

PURCHASERS:

[Signature pages to follow]