

SOUTH AFRICAN MARITIME SECURITY IMPLEMENTATION AGREEMENT

THIS MARITIME SECURITY IMPLEMENTATION AGREEMENT (the "Agreement") is made effective as of March 1, 2024 (the "Effective Date")

BY AND BETWEEN:

DEEPSHIELD SYSTEMS, INC., a Delaware corporation with its principal place of business at 2100 Cybersecurity Drive, Suite 400, Wilmington, Delaware 19801 ("DeepShield")

AND

THE TRANSNET NATIONAL PORTS AUTHORITY OF SOUTH AFRICA, a state-owned enterprise established under the National Ports Act (Act No. 12 of 2005) of South Africa, with its principal office at 47 Sauer Street, Johannesburg 2001, South Africa ("TNPA")

RECITALS

WHEREAS, DeepShield provides advanced industrial cybersecurity solutions specifically designed for maritime and port infrastructure protection;

WHEREAS, TNPA operates and maintains South Africa's principal commercial ports and seeks to enhance its maritime cybersecurity capabilities;

WHEREAS, the parties desire to implement DeepShield's Maritime Security Platform ("MSP") across TNPA's designated port facilities;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

1 "Designated Ports" means the ports of Durban, Cape Town, Port Elizabeth, and Richards Bay.

2 "Implementation Services" means the services provided by DeepShield to deploy and configure the MSP at the Designated Ports.

3 "Maritime Security Platform" or "MSP" means DeepShield's proprietary cybersecurity solution

specifically designed for maritime infrastructure protection, including all associated software, hardware, and documentation.

2. SCOPE OF IMPLEMENTATION

1 DeepShield shall implement the MSP at each Designated Port according to the following phases:

- a) Initial Assessment and Planning
- b) Infrastructure Preparation
- c) System Deployment
- d) Testing and Validation
- e) Staff Training
- f) Operational Handover

2 The implementation schedule shall follow the timeline specified in Appendix A, with completion targeted within 18 months of the Effective Date.

3. REGULATORY COMPLIANCE

1 DeepShield shall ensure the implementation complies with:

- a) South African Maritime Security Regulations (SAMSA)
- b) International Ship and Port Facility Security (ISPS) Code
- c) Critical Infrastructure Protection Act (CIPA) of South Africa
- d) Protection of Personal Information Act (POPIA)

4. IMPLEMENTATION REQUIREMENTS

1 TNPA Responsibilities:

- a) Provide necessary access to port facilities
- b) Designate technical liaisons at each port
- c) Ensure availability of required infrastructure
- d) Facilitate necessary security clearances
- e) Coordinate with local port authorities

2 DeepShield Responsibilities:

- a) Deploy qualified implementation teams
- b) Provide all necessary MSP components
- c) Configure systems to TNPA specifications
- d) Conduct security testing and validation
- e) Deliver training programs

5. SECURITY AND CONFIDENTIALITY

- 1 All implementation activities shall be conducted under strict security protocols.
- 2 DeepShield personnel shall comply with TNPA's security requirements and confidentiality obligations.
- 3 Implementation documentation shall be treated as Confidential Information under the Master Services Agreement.

6. ACCEPTANCE AND TESTING

- 1 Each implementation phase shall require formal acceptance by TNPA.
- 2 Acceptance criteria shall include:
 - a) Successful completion of security testing
 - b) System performance validation
 - c) Integration verification
 - d) Training completion
 - e) Documentation delivery

7. WARRANTIES AND REPRESENTATIONS

- 1 DeepShield warrants that:
 - a) Implementation Services will be performed in a professional manner
 - b) MSP will conform to specifications
 - c) Implementation will comply with applicable regulations
 - d) Personnel will be appropriately qualified

8. TERM AND TERMINATION

1 This Agreement shall commence on the Effective Date and continue until completion of implementation at all Designated Ports.

2 Either party may terminate for material breach with 30 days' written notice.

9. GOVERNING LAW AND JURISDICTION

1 This Agreement shall be governed by the laws of South Africa.

2 Any disputes shall be resolved in the High Court of South Africa, Gauteng Division, Johannesburg.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DEEPSHIELD SYSTEMS, INC.

By: _

Name: Dr. Marcus Chen

Title: Chief Executive Officer

Date: _

TRANSNET NATIONAL PORTS AUTHORITY

By: _

Name: _

Title: _

Date: _