

INVESTORS' RIGHTS AGREEMENT

THIS INVESTORS' RIGHTS AGREEMENT (this "Agreement") is made as of February 15, 2024, by and among DeepShield Systems, Inc., a Delaware corporation (the "Company"), and the investors listed on Schedule A hereto (each, an "Investor" and collectively, the "Investors").

RECITALS

WHEREAS, the Company and the Investors are parties to that certain Series B Preferred Stock Purchase Agreement dated February 15, 2024 (the "Purchase Agreement"); and

WHEREAS, in order to induce the Investors to purchase shares of the Company's Series B Preferred Stock pursuant to the Purchase Agreement, the Company agrees to provide certain rights set forth in this Agreement.

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

1. DEFINITIONS

- 1 "Common Stock" means shares of the Company's common stock, par value \$0.001 per share.
- 2 "Derivative Securities" means any securities convertible into or exercisable for Common Stock.
- 3 "IPO" means the Company's first underwritten public offering of its Common Stock pursuant to an effective registration statement under the Securities Act of 1933.
- 4 "Registrable Securities" means (i) shares of Common Stock issued or issuable upon conversion of the Series B Preferred Stock and (ii) any Common Stock issued as a dividend or distribution with respect to such shares.

2. REGISTRATION RIGHTS

- 1 ****Demand Registration****. If at any time after the earlier of (i) three (3) years after the date of this Agreement or (ii) six (6) months after the effective date of the IPO, the Company receives a written request from Holders of at least thirty percent (30%) of the Registrable Securities then outstanding that the Company file a registration statement covering at least forty percent (40%) of the Registrable Securities, then the Company shall file such registration statement.

2 ****Piggyback Registration****. The Company shall notify all Holders of Registrable Securities in writing at least thirty (30) days prior to the filing of any registration statement and shall include all Registrable Securities in such registration statement.

3. INFORMATION RIGHTS

1 ****Delivery of Financial Statements****. The Company shall deliver to each Investor:

- (a) Audited annual financial statements within ninety (90) days after the end of each fiscal year;
- (b) Unaudited quarterly financial statements within forty-five (45) days after the end of each fiscal quarter;
- (c) Monthly management reports within thirty (30) days after the end of each month.

2 ****Inspection Rights****. Each Investor shall have the right to visit and inspect the Company's properties and books of account during normal business hours.

4. RIGHT OF FIRST REFUSAL

1 ****Subsequent Offerings****. Subject to customary exceptions, the Company shall not issue any New Securities unless it first offers such New Securities to each Investor.

2 ****Exercise Period****. Each Investor shall have twenty (20) days from receipt of notice to exercise its right to purchase its pro rata share of any New Securities.

5. PROTECTIVE PROVISIONS

1 The Company shall not, without the written consent of holders of at least sixty-six percent (66%) of the Series B Preferred Stock:

- (a) Liquidate, dissolve or wind-up the business;
- (b) Amend the Certificate of Incorporation;
- (c) Create any new class of stock senior to Series B Preferred;
- (d) Increase or decrease authorized number of shares;
- (e) Pay any dividend on Common Stock.

6. BOARD MATTERS

1 ****Size of Board****. The Board of Directors shall consist of seven (7) directors.

2 ****Series B Director****. The holders of Series B Preferred Stock shall be entitled to elect one (1) director.

7. MISCELLANEOUS

1 ****Successors and Assigns****. This Agreement shall inure to the benefit of and be binding upon the parties' successors and permitted assigns.

2 ****Governing Law****. This Agreement shall be governed by and construed under the laws of the State of Delaware.

3 ****Counterparts****. This Agreement may be executed in counterparts, each of which shall be deemed an original.

4 ****Notices****. All notices shall be in writing and sent to the addresses set forth in the Company's records.

5 ****Amendment****. This Agreement may be amended only with the written consent of (i) the Company and (ii) holders of at least sixty-six percent (66%) of the Registrable Securities.

IN WITNESS WHEREOF, the parties have executed this Investors' Rights Agreement as of the date first above written.

COMPANY:

DEEPSHIELD SYSTEMS, INC.

By: _

Name: Dr. Marcus Chen

Title: Chief Executive Officer

INVESTORS:

[Signature pages for Investors to follow]

SCHEDULE A

List of Investors

[List of Series B investors with share amounts to be attached]