

# **SERIES C VOTING AGREEMENT**

THIS SERIES C 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 C Preferred Stock listed on Exhibit A hereto (the "Series C Investors"), and the holders of Common Stock listed on Exhibit B hereto (the "Key Holders").

## **RECITALS**

WHEREAS, the Company has entered into a Series C Preferred Stock Purchase Agreement dated March 1, 2024 (the "Purchase Agreement") with certain investors, pursuant to which the Company will issue and sell shares of the Company's Series C Preferred Stock (the "Series C Financing");

WHEREAS, the parties desire to provide for certain rights and obligations with respect to the voting of shares of the Company's capital stock following the Series C Financing;

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

## **1. VOTING PROVISIONS**

### **1.1 Board Size and Composition**

The size of the Board of Directors shall be set at seven (7) directors. The Board shall be composed as follows:

- (a) Two (2) directors elected by holders of Series C Preferred Stock;
- (b) One (1) director elected by holders of Series B Preferred Stock;
- (c) One (1) director elected by holders of Series A Preferred Stock;
- (d) Two (2) directors elected by holders of Common Stock; and
- (e) One (1) independent director mutually agreed upon by the Board.

### **1.2 Voting Agreement**

Each Stockholder agrees to vote all Shares in accordance with the provisions of this Agreement and in a manner necessary to effectuate the provisions of Section 1.1.

### **1.3 Drag-Along Rights**

If holders of at least 66 % of the Preferred Stock (the "Selling Investors") approve a Sale of the

Company, each Stockholder hereby agrees to vote in favor of such transaction.

## **2. TRANSFER RESTRICTIONS**

### **2.1 Right of First Refusal**

Subject to Section 2.2, if any Stockholder proposes to transfer any Shares, the Company shall have a right of first refusal to purchase such Shares on the same terms.

### **2.2 Permitted Transfers**

The restrictions in Section 2.1 shall not apply to:

- (a) Transfers to immediate family members or trusts for estate planning;
- (b) Transfers to wholly-owned affiliates; or
- (c) Transfers approved in writing by the Board.

## **3. INFORMATION RIGHTS**

### **3.1 Financial Information**

The Company shall provide to each Major Investor (holding at least 500,000 shares):

- (a) Audited annual financial statements within 90 days of year end;
- (b) Unaudited quarterly financial statements within 45 days of quarter end;
- (c) Monthly management reports within 30 days of month end.

### **3.2 Inspection Rights**

Each Major Investor shall have reasonable access to the Company's facilities and personnel during normal business hours.

## **4. PROTECTIVE PROVISIONS**

### **4.1 Series C Protective Provisions**

The Company shall not, without approval of holders of at least 66 % of Series C Preferred Stock:

- (a) Alter rights, preferences, or privileges of Series C Preferred Stock;
- (b) Create senior or pari passu securities;
- (c) Increase/decrease authorized number of Series C Preferred shares;
- (d) Effect any merger, acquisition, or sale of the Company.

## **5. TERM AND TERMINATION**

### **5.1 Effectiveness**

This Agreement shall be effective as of the closing of the Series C Financing.

### **5.2 Termination**

This Agreement shall terminate upon:

- (a) The closing of a Qualified IPO;
- (b) Written consent of holders of 66 % of Preferred Stock; or
- (c) A Sale of the Company.

## **6. MISCELLANEOUS**

### **6.1 Successors and Assigns**

This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

### **6.2 Governing Law**

This Agreement shall be governed by Delaware law without regard to conflicts of law principles.

### **6.3 Counterparts**

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

### **6.4 Amendment**

This Agreement may be amended only with written consent of the Company and holders of at least 66 % of the Shares.

### **6.5 Severability**

If any provision is found invalid or unenforceable, the remainder shall remain in full force and effect.

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

DEEPSHIELD SYSTEMS, INC.

**By:** \_

Name: Dr. Marcus Chen

Title: Chief Executive Officer

SERIES C INVESTORS:

[Signature pages to follow]

**KEY HOLDERS:**

[Signature pages to follow]

**EXHIBIT A: Series C Investors**

**EXHIBIT B: Key Holders**