

SERIES C PREFERRED STOCK INVESTMENT AGREEMENT

THIS SERIES C PREFERRED STOCK INVESTMENT AGREEMENT (the "Agreement") is made as of January 15, 2024 (the "Effective Date"), by and between DEEPSHIELD SYSTEMS, INC., a Delaware corporation (the "Company"), and the investors listed on Exhibit A attached hereto (each an "Investor" and collectively, the "Investors").

RECITALS

WHEREAS, the Company seeks to raise up to \$75,000,000 through the issuance of shares of its Series C Preferred Stock, par value \$0.001 per share (the "Series C Preferred");

WHEREAS, the Investors desire to purchase shares of Series C Preferred on the terms and conditions set forth herein; and

WHEREAS, the Company desires to sell and issue shares of Series C Preferred to the Investors on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, and covenants herein contained, the parties hereby agree as follows:

1. PURCHASE AND SALE OF SERIES C PREFERRED STOCK

1.1 Authorization

The Company has authorized the sale and issuance of up to 12,500,000 shares of Series C Preferred at a purchase price of \$6.00 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 Sale and Issuance

Subject to the terms and conditions hereof, each Investor agrees to purchase, and the Company agrees to sell and issue to each Investor, the number of shares of Series C Preferred set forth opposite such Investor's name on Exhibit A for the aggregate Purchase Price specified therein.

2. CLOSING AND DELIVERY

2.1 Initial Closing

The initial purchase and sale of Series C Preferred shall take place remotely via exchange of

documents and signatures on January 31, 2024, or at such other time and place as the Company and Investors mutually agree upon (the "Initial Closing").

2.2 Subsequent Closings

The Company may sell additional shares of Series C Preferred to such persons as may be approved by the Board of Directors for a period of 90 days following the Initial Closing (each, a "Subsequent Closing").

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to each Investor that:

3.1 Organization and Standing

The Company is duly incorporated and validly existing under the laws of Delaware and has all requisite corporate power and authority to carry on its business as presently conducted.

3.2 Capitalization

The authorized capital stock of the Company consists of 100,000,000 shares of Common Stock and 45,000,000 shares of Preferred Stock, of which 25,000,000 are designated Series A Preferred, 7,500,000 are designated Series B Preferred, and 12,500,000 are designated Series C Preferred.

3.3 Authorization

All corporate action on the part of the Company necessary for the authorization, execution, delivery, and performance of this Agreement has been taken.

4. REPRESENTATIONS AND WARRANTIES OF INVESTORS

Each Investor hereby represents and warrants to the Company that:

4.1 Authorization

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

4.2 Purchase for Own Account

Such Investor is acquiring the Series C Preferred for investment purposes only and not with a view to distribution.

5. CONDITIONS TO INVESTORS' OBLIGATIONS AT CLOSING

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

5.1 Representations and Warranties

The representations and warranties of the Company contained in Section 3 shall be true and correct as of the Closing.

5.2 Performance

The Company shall have performed and complied with all agreements, obligations, and conditions contained in this Agreement.

6. CONDITIONS TO COMPANY'S OBLIGATIONS AT CLOSING

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

6.1 Representations and Warranties

The representations and warranties of each Investor contained in Section 4 shall be true and correct as of the Closing.

6.2 Payment of Purchase Price

Each Investor shall have delivered the Purchase Price specified in Exhibit A.

7. MISCELLANEOUS

7.1 Governing Law

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

7.2 Successors and Assigns

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

7.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

7.4 Counterparts

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

of which together shall constitute one and the same instrument.

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

COMPANY:

DEEPSHIELD SYSTEMS, INC.

By: _

Name: Dr. Marcus Chen

Title: Chief Executive Officer

INVESTORS:

[Signature pages for Investors to follow]

EXHIBIT A

Schedule of Investors

[Schedule to be completed at Closing]

EXHIBIT B

Amended and Restated Certificate of Incorporation

[To be attached]