

# **SERIES C PREFERRED STOCK PURCHASE AGREEMENT**

THIS SERIES C PREFERRED STOCK PURCHASE AGREEMENT (this "Agreement") is made and entered into as of January 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 collectively, the "Purchasers").

## **RECITALS**

WHEREAS, the Company has authorized the sale and issuance of up to 12,500,000 shares of its Series C Preferred Stock, \$0.001 par value per share (the "Series C Preferred");

WHEREAS, the Company desires to issue and sell the Series C Preferred to the Purchasers pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Purchasers desire to purchase the Series C 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. PURCHASE AND SALE OF SERIES C PREFERRED STOCK**

### **1.1 Sale and Issuance of Series C Preferred Stock**

Subject to the terms and conditions of this Agreement, each Purchaser agrees to purchase at the Closing, and the Company agrees to sell and issue to each Purchaser at the Closing, that number of shares of Series C Preferred set forth opposite such Purchaser's name on Exhibit A, at a purchase price of \$8.00 per share (the "Purchase Price").

### **1.2 Closing**

The purchase and sale of the Series C Preferred shall take place at the offices of Wilson Sonsini Goodrich & Rosati, P.C., 650 Page Mill Road, Palo Alto, CA 94304, at 10:00 a.m. Pacific Time on January 31, 2024, or at such other time and place as the Company and the Purchasers mutually agree upon (the "Closing").

## **2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

The Company hereby represents and warrants to each Purchaser that:

### **2.1 Organization and Corporate Power**

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

### **2.2 Capitalization**

The authorized capital stock of the Company consists of 100,000,000 shares of Common Stock, of which 25,000,000 shares are issued and outstanding, and 40,000,000 shares of Preferred Stock, of which 8,000,000 shares are designated Series A Preferred Stock, 10,000,000 shares are designated Series B Preferred Stock, and 12,500,000 shares are designated Series C Preferred Stock.

### **2.3 Authorization**

All corporate action on the part of the Company necessary for the authorization, execution, delivery, and performance of this Agreement, and the authorization, issuance, and delivery of the Series C Preferred has been taken or will be taken prior to the Closing.

## **3. REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS**

Each Purchaser hereby represents and warrants to the Company that:

### **3.1 Investment Purpose**

Such Purchaser is acquiring the Series C Preferred for investment for its own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof.

### **3.2 Accredited Investor**

Such Purchaser is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act.

## **4. CONDITIONS TO CLOSING**

### **4.1 Conditions to Purchasers' Obligations**

The obligations of each Purchaser to purchase the Series C Preferred at the Closing are subject to the fulfillment of the following conditions:

(a) The representations and warranties of the Company contained in Section 2 shall be true and correct on and as of the Closing.

(b) The Company shall have obtained all necessary approvals for the issuance of the Series C Preferred.

#### **4.2 Conditions to Company's Obligations**

The obligations of the Company to sell and issue the Series C Preferred at the Closing are subject to the fulfillment of the following conditions:

(a) The representations and warranties of the Purchasers contained in Section 3 shall be true and correct on and as of the Closing.

(b) The Purchasers shall have delivered the Purchase Price to the Company.

### **5. MISCELLANEOUS**

#### **5.1 Governing Law**

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

#### **5.2 Successors and Assigns**

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

#### **5.3 Entire Agreement**

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

#### **5.4 Counterparts**

This Agreement may be executed in two or more 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 Purchase Agreement as of the date first written above.

COMPANY:

DEEPSHIELD SYSTEMS, INC.

**By: \_**

Name: Dr. Marcus Chen

Title: Chief Executive Officer

PURCHASERS:

[Signature pages for Purchasers to follow]

EXHIBIT A

SCHEDULE OF PURCHASERS

[Schedule to be completed with Purchaser information]