LEGAL DISPUTE RESOLUTION PROTOCOL

DeepShield Systems, Inc.

Effective Date: January 15, 2024

1. PURPOSE AND SCOPE

1. This Legal Dispute Resolution Protocol ("Protocol") establishes the procedures and framework for resolving disputes arising from or relating to DeepShield Systems, Inc.'s ("Company") business operations, contracts, services, and relationships with customers, vendors, partners, and other stakeholders.

2. This Protocol applies to all disputes involving the Company, except where superseded by specific contractual provisions or applicable law.

2. DEFINITIONS

1. "Dispute" means any controversy, claim, or disagreement arising out of or relating to the Company's products, services, contracts, or business relationships.

2. "Parties" refers to the Company and any other entity or individual involved in a Dispute.

3. "Critical Infrastructure Dispute" means any Dispute involving the Company's industrial control system (ICS) security solutions or operational technology (OT) environments.

3. INITIAL DISPUTE RESOLUTION PROCEDURES

1. Notice of Dispute

- The initiating Party must provide written notice describing the nature of the Dispute, proposed resolution, and supporting documentation
- Notice shall be delivered to the Company's Legal Department at legal@deepshield.com
- Response required within 15 business days

2. Informal Resolution

- Parties shall attempt good-faith negotiations within 30 days of notice
- Minimum of two conference calls or meetings between decision-makers
- Technical experts may be included for Critical Infrastructure Disputes

4. MEDIATION

1. Mandatory Mediation

- If informal resolution fails, Parties must attempt mediation before litigation

- Mediation shall commence within 45 days of failed informal resolution

- Costs shared equally unless otherwise agreed

2. Mediator Selection

- Parties shall jointly select a mediator with cybersecurity expertise

- If unable to agree, American Arbitration Association will appoint

- Mediator must have minimum 10 years experience in industrial technology

5. ARBITRATION

1. Binding Arbitration

- If mediation fails, disputes proceed to binding arbitration

- Governed by Delaware law and AAA Commercial Arbitration Rules

- Single arbitrator for claims under $1M; three-arbitrator panel above $1M

2. Special Provisions for Critical Infrastructure Disputes

- Arbitrator(s) must have ICS/OT security expertise

- Expedited procedures for matters affecting critical infrastructure

- Confidentiality provisions for sensitive technical information

6. CONFIDENTIALITY AND PROTECTIVE MEASURES

1. All dispute resolution proceedings shall be confidential

2. Parties shall execute separate NDAs for technical discussions

3. Special protocols for handling sensitive infrastructure data

4. Protective orders available for trade secrets and proprietary information

7. EMERGENCY RELIEF

1. Nothing in this Protocol prevents seeking emergency injunctive relief

2. Expedited procedures available for critical system threats

3. 24/7 emergency contact: security.escalation@deepshield.com

8. COSTS AND FEES

1. Each Party bears own costs unless otherwise awarded

2. Prevailing Party may recover reasonable attorneys' fees

3. Security deposits required for Critical Infrastructure Disputes

9. AMENDMENTS AND MODIFICATIONS

1. Company may modify this Protocol with 30 days notice

2. Modifications apply prospectively to new Disputes

3. Existing proceedings continue under prior version

10. GOVERNING LAW

This Protocol shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles.

ACKNOWLEDGMENT

By engaging in business with DeepShield Systems, Inc., all parties agree to be bound by this Protocol.

Adopted by Resolution of the Board of Directors

DeepShield Systems, Inc.

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Robert Kessler

Chief Financial Officer

Date: January 15, 2024

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Corporate Secretary

Date: January 15, 2024