

SERIES A PREFERRED STOCK PURCHASE AGREEMENT

THIS SERIES A PREFERRED STOCK PURCHASE AGREEMENT (this "Agreement") is made as of March 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 together the "Purchasers").

RECITALS

WHEREAS, the Company has authorized the sale and issuance of up to 4,500,000 shares of its Series A Preferred Stock, \$0.001 par value per share (the "Series A Preferred");

WHEREAS, the Company desires to issue and sell the Series A Preferred to the Purchasers pursuant to this Agreement; and

WHEREAS, the Purchasers desire to purchase the Series A 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 A PREFERRED STOCK

1.1 Sale and Issuance of Series A 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 A Preferred set forth opposite such Purchaser's name on Exhibit A, at a purchase price of \$4.00 per share (the "Purchase Price").

1.2 Closing; Delivery

(a) The purchase and sale of the Series A Preferred shall take place remotely via the exchange of documents and signatures on March 30, 2024, or at such other time and place as the Company and the Purchasers mutually agree upon (the "Closing").

(b) At the Closing, the Company shall deliver to each Purchaser a certificate representing the Series A Preferred being purchased thereby against payment of the Purchase Price therefor by wire transfer to a bank account designated by the Company.

2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to each Purchaser that:

2.1 Organization, Good Standing, and Qualification

The Company is a corporation duly organized, validly existing, and in good standing under the laws of Delaware and has all requisite corporate power and authority to carry on its business as currently conducted. The Company is duly qualified to transact business as a foreign corporation in each jurisdiction where such qualification is required.

2.2 Capitalization

The authorized capital stock of the Company consists of:

- (a) 25,000,000 shares of Common Stock, \$0.001 par value per share, of which 12,500,000 shares are issued and outstanding.
- (b) 5,000,000 shares of Preferred Stock, \$0.001 par value per share, of which 4,500,000 shares have been designated Series A Preferred, none of which are issued and outstanding.

2.3 Authorization

All corporate action on the part of the Company necessary for the authorization, execution, and delivery of this Agreement, the performance of all obligations of the Company hereunder, and the authorization, issuance, and delivery of the Series A 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 Authorization

Such Purchaser has full power and authority to enter into this Agreement. This Agreement constitutes such Purchaser's valid and legally binding obligation, enforceable in accordance with its terms.

3.2 Purchase Entirely for Own Account

This Agreement is made with such Purchaser in reliance upon such Purchaser's representation to the Company that the Series A Preferred to be acquired by such Purchaser will be acquired for investment for such Purchaser's own account, not as a nominee or agent.

4. CONDITIONS TO THE PURCHASERS' OBLIGATIONS AT CLOSING

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

4.1 Representations and Warranties

The representations and warranties of the Company contained in Section 2 shall be true and correct in all material respects on and as of the Closing.

4.2 Performance

The Company shall have performed and complied with all covenants, agreements, and conditions contained in this Agreement required to be performed or complied with by the Company on or prior to the Closing.

5. MISCELLANEOUS

5.1 Survival of Warranties

The warranties, representations, and covenants of the Company and Purchasers contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing.

5.2 Successors and Assigns

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

5.3 Governing Law

This Agreement shall be governed by and construed under the laws of the State of Delaware without regard to principles of conflicts of law.

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 A 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 to follow]

EXHIBIT A

SCHEDULE OF PURCHASERS

[Schedule to be completed at Closing]