

SERIES B VOTING AGREEMENT

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

RECITALS

WHEREAS, the Company is seeking to issue and sell shares of the Company's Series B Preferred Stock pursuant to that certain Series B Preferred Stock Purchase Agreement dated March 15, 2024 (the "Purchase Agreement");

WHEREAS, the Series B Investors' investment in the Company pursuant to the Purchase Agreement is conditioned upon the execution and delivery of this Agreement; and

WHEREAS, the parties desire to secure certain rights with respect to the election of directors and certain other matters as set forth below.

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

1. VOTING PROVISIONS

1.1 Board Composition

The parties shall vote all shares of voting securities of the Company over which they have voting control ("Shares") and shall take all other necessary actions to ensure that the Company's Board of Directors shall consist of seven (7) directors as follows:

- (a) Two (2) directors elected by holders of Series B Preferred Stock;
- (b) One (1) director elected by holders of Series A Preferred Stock;
- (c) Two (2) directors elected by holders of Common Stock;
- (d) The Company's then-serving Chief Executive Officer; and
- (e) One (1) independent director mutually agreed upon by the Board.

1.2 Removal of Directors

Any director may be removed for cause by the affirmative vote of the holders of a majority of Shares.

Any vacancy created by such removal shall be filled pursuant to Section 1.1.

1.3 Drag-Along Right

If holders of at least 66 % of the Series B Preferred Stock (the "Selling Investors") approve a Sale of the Company, all parties shall vote in favor of such transaction and take all necessary actions to effect such transaction.

2. COVENANTS

2.1 Information Rights

The Company shall provide each Series B Investor:

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

2.2 Board Meetings

The Board shall meet at least quarterly. Each Series B director shall be entitled to reimbursement for reasonable expenses incurred in attending Board meetings.

3. TRANSFER RESTRICTIONS

3.1 Right of First Refusal

Subject to Section 3.2, no holder of Shares may transfer any Shares unless such holder first offers such Shares to the Company and then to other holders pro rata in accordance with their ownership percentages.

3.2 Permitted Transfers

The restrictions in Section 3.1 shall not apply to:

- (a) Transfers to affiliates;
- (b) Transfers for estate planning purposes;
- (c) Transfers approved by the Board.

4. TERM AND TERMINATION

4.1 Term

This Agreement shall continue in effect until the earlier of:

- (a) The closing of a Qualified IPO;
- (b) The consummation of a Sale of the Company; or
- (c) Written agreement of holders of at least 66 % of Series B Preferred Stock.

4.2 Effect of Termination

Upon termination, all rights and obligations shall cease except those intended to survive termination.

5. MISCELLANEOUS

5.1 Successors and Assigns

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

5.2 Governing Law

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

5.3 Counterparts

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

5.4 Amendment

This Agreement may be amended only with written consent of:

- (a) The Company;
- (b) Holders of at least 66 % of Series B Preferred Stock; and
- (c) Key Holders holding a majority of Shares held by Key Holders.

5.5 Severability

If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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

DEEPSHIELD SYSTEMS, INC.

By: _

Name: Dr. Marcus Chen

Title: Chief Executive Officer

SERIES B INVESTORS:

[Signature pages to follow]

KEY HOLDERS:

[Signature pages to follow]

EXHIBIT A

Series B Investors

[List of Series B Investors]

EXHIBIT B

Key Holders

[List of Key Holders]