

INVESTORS' RIGHTS AGREEMENT

THIS INVESTORS' RIGHTS AGREEMENT (this "Agreement") is made as of January 15, 2024, by and among DeepShield Systems, Inc., a Delaware corporation (the "Company"), and the investors listed on Schedule A hereto (each, an "Investor" and collectively, the "Investors").

RECITALS

WHEREAS, the Investors are purchasing shares of the Company's Series A Preferred Stock pursuant to that certain Series A Preferred Stock Purchase Agreement of even date herewith (the "Purchase Agreement"); and

WHEREAS, in order to induce the Investors to purchase shares of Series A Preferred Stock and invest funds in the Company pursuant to the Purchase Agreement, the Company hereby agrees to provide certain rights set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1 "Affiliate" means any Person that directly or indirectly controls, is controlled by, or is under common control with the subject Person.

2 "Board" means the Board of Directors of the Company.

3 "Common Stock" means the Company's common stock, par value \$0.001 per share.

4 "Holder" means any Investor and any transferee thereof who holds at least 500,000 shares of Registrable Securities.

5 "IPO" means the Company's first underwritten public offering of its Common Stock pursuant to an effective registration statement under the Securities Act of 1933.

6 "Registrable Securities" means (i) shares of Common Stock issued or issuable upon conversion of the Series A Preferred Stock and (ii) any Common Stock issued as a dividend or distribution with respect to such shares.

2. REGISTRATION RIGHTS

1 Demand Registration

(a) If at any time after the earlier of (i) three (3) years after the date of this Agreement or (ii) six (6) months after the effective date of the IPO, the Company receives a written request from Holders of at least fifty percent (50%) of the Registrable Securities then outstanding that the Company file a registration statement covering the registration of Registrable Securities, then the Company shall file such registration statement within sixty (60) days after the date of such request.

(b) The Company shall not be obligated to effect more than two (2) registrations pursuant to this Section 2.1.

2 Piggyback Registration Rights

(a) The Company shall notify all Holders in writing at least thirty (30) days prior to filing any registration statement and shall afford each Holder an opportunity to include in such registration statement all or any part of such Holder's Registrable Securities.

3. INFORMATION RIGHTS

1 Financial Information

The Company shall deliver to each Investor holding at least 1,000,000 shares of Series A Preferred Stock:

(a) Audited annual financial statements within ninety (90) days after the end of each fiscal year;

(b) Unaudited quarterly financial statements within forty-five (45) days after the end of each fiscal quarter;

(c) Monthly management reports within thirty (30) days after the end of each month.

2 Inspection Rights

Each Investor shall have the right to visit and inspect the Company's properties, examine its books of account and records, and discuss the Company's affairs with its officers during normal business hours upon reasonable notice.

4. PROTECTIVE PROVISIONS

1 The Company shall not, without the written consent of holders of at least sixty-six and two-thirds percent (66 2/3%) of the outstanding Series A Preferred Stock:

- (a) Liquidate, dissolve or wind-up the business and affairs of the Company;
- (b) Amend, alter, or repeal any provision of the Certificate of Incorporation or Bylaws;
- (c) Create or authorize any new class or series of stock having rights superior to the Series A Preferred Stock;
- (d) Increase or decrease the authorized number of directors constituting the Board.

5. RIGHT OF FIRST REFUSAL

1 Subject to the terms and conditions specified in this Section 5, the Company hereby grants to each Investor a right of first refusal with respect to future sales by the Company of its New Securities.

2 The Company shall give each Investor at least twenty (20) days prior written notice of any proposed sale of New Securities.

6. MISCELLANEOUS

1 Successors and Assigns

The rights under this Agreement may be assigned (but only with all related obligations) by a Holder to a transferee of Registrable Securities that (i) is an Affiliate of a Holder or (ii) after such transfer, holds at least 500,000 shares of Registrable Securities.

2 Governing Law

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

3 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 Investors' Rights Agreement as of the date first above written.

COMPANY:

DEEPSHIELD SYSTEMS, INC.

By: _

Name: Dr. Marcus Chen

Title: Chief Executive Officer

INVESTORS:

[Signature pages to follow]