

SERIES B RIGHT OF FIRST REFUSAL AGREEMENT

THIS SERIES B RIGHT OF FIRST REFUSAL AGREEMENT (this "Agreement") is made and entered into as of March 15, 2024 (the "Effective Date"), by and between DEEPSHIELD SYSTEMS, INC., a Delaware corporation (the "Company"), and the holders of Series B Preferred Stock listed on Exhibit A hereto (each, a "Series B Holder" and collectively, the "Series B Holders").

RECITALS

WHEREAS, the Company has authorized the sale and issuance of up to 12,500,000 shares of its Series B Preferred Stock (the "Series B Preferred");

WHEREAS, pursuant to that certain Series B Preferred Stock Purchase Agreement dated March 1, 2024 (the "Purchase Agreement"), the Series B Holders have agreed to purchase shares of Series B Preferred; and

WHEREAS, as a condition to the Series B Holders' investment, the Company has agreed to provide certain rights of first refusal with respect to future sales of the Company's securities.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereby agree as follows:

1. DEFINITIONS

1 "New Securities" means any capital stock of the Company, whether now authorized or not, and rights, options, or warrants to purchase such capital stock, and securities of any type whatsoever that are, or may become, convertible into capital stock; provided, however, that "New Securities" does not include:

- (a) securities issued pursuant to the acquisition of another corporation by the Company;
- (b) shares of Common Stock issued or issuable to employees, directors, or consultants pursuant to stock option plans or agreements approved by the Board of Directors;
- (c) securities issued pursuant to any equipment leasing arrangement or debt financing; or
- (d) shares of Series B Preferred issued pursuant to the Purchase Agreement.

2. RIGHT OF FIRST REFUSAL

1 Subsequent Offerings. Subject to applicable securities laws, each Series B Holder shall have a right of first refusal to purchase its pro rata share of all New Securities that the Company may, from time to time, propose to sell and issue.

2 Pro Rata Share. Each Series B Holder's pro rata share shall be equal to the ratio of (a) the number of shares of Series B Preferred owned by such Series B Holder, to (b) the total number of shares of Series B Preferred then outstanding.

3 Notice. In the event the Company proposes to undertake an issuance of New Securities, it shall give each Series B Holder written notice of its intention (the "Notice"), describing:

(a) the type of New Securities and the price and terms upon which the Company proposes to issue them;

(b) the number of shares proposed to be issued; and

(c) the Series B Holder's pro rata share of such issuance.

3. EXERCISE OF RIGHTS

1 Exercise Period. Each Series B Holder shall have twenty (20) days from the date of receipt of the Notice to agree to purchase all or any part of its pro rata share of such New Securities for the price and upon the terms specified in the Notice by giving written notice to the Company.

2 Over-allotment. If any Series B Holder fails to exercise its right hereunder within such twenty-day period, the Company shall promptly notify in writing the Series B Holders who have exercised their rights of the non-exercising holders' rights, and such exercising holders shall have a right of over-allotment to purchase the non-exercising holders' portion on a pro rata basis for a period of ten (10) days from receipt of such notice.

4. TERMINATION

1 This Agreement shall terminate upon the earlier of:

(a) the closing of a Qualified IPO (as defined in the Company's Certificate of Incorporation);

(b) the consummation of a Deemed Liquidation Event (as defined in the Company's Certificate of Incorporation); or

(c) the written consent of Series B Holders holding at least 66-2/3% of the then-outstanding shares of

Series B Preferred.

5. MISCELLANEOUS

1 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

2 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.

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.

4 Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

5 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, or (c) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and properly addressed to the party to be notified.

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

COMPANY:

DEEPSHIELD SYSTEMS, INC.

By: _

Name: Dr. Marcus Chen

Title: Chief Executive Officer

SERIES B HOLDERS:

[Signature pages to follow]

EXHIBIT A

List of Series B Holders

[To be completed upon closing of Series B financing]