THIS CONVERTIBLE PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. NO SALE OR DISPOSITION MAY BE EFFECTED EXCEPT IN COMPLIANCE WITH RULE 144 UNDER SAID ACT OR AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL FOR THE HOLDER SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE ACT OR RECEIPT OF A NO-ACTION LETTER FROM THE SECURITIES AND EXCHANGE COMMISSION.

CONVERTIBLE PROMISSORY NOTE

$60,000 **SEP 15, 2025**

For value received, **LIVAQ, INC.**, a Delaware corporation (the "***Company***"), promises to pay CIRCULAR VENTURES SA DE CV, or its assigns ("***Holder***"), the principal sum of **sixty thousand dollars ($60,000)** together with accrued and unpaid interest thereon, each due and payable on the date and in the manner set forth below.

This convertible promissory note (the "***Note***") is issued as part of a series of similar convertible promissory notes (collectively, the "***Notes***") pursuant to the terms of that certain Convertible Promissory Note Purchase Agreement (the "***Agreement***") dated as of 09/15/2025 to the persons and entities listed on the Schedule of Purchasers attached to the Agreement (collectively, the "***Holders***"). Capitalized terms used herein without definition shall have the meanings given to such terms in the Agreement.

1. Repayment. All payments of interest and principal shall be in lawful money of the United States of America and shall be made *pro rata* among all Holders. All payments shall be applied first to accrued interest, and thereafter to principal. The outstanding principal amount of the Loan shall be due and payable on **September 30, 2028**[1] (the "***Maturity Date***").

2. Interest Rate. The Company promises to pay simple interest on the outstanding principal amount hereof from the date hereof until repayment in full, which interest shall be at the rate of five percent (5.00%) per annum, or the maximum rate permissible by law, whichever is less. Interest shall be due and payable on the Maturity Date and shall be calculated on the basis of a 365-day year for the actual number of days elapsed.

3. Conversion; Repayment Upon Sale of the Company.

(a) In the event that the Company issues and sells shares of its Equity Securities to investors (the "***Investors***") on or before the date of the repayment in full of this Note in a transaction or series of related transactions resulting in aggregate gross

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proceeds to the Company of at least $1,700,000 (excluding the conversion of the Notes and other grants, convertibles or other indebtedness) (a "***Qualified Financing***"), then the outstanding principal balance of this Note, and any accrued but unpaid interest thereon, shall automatically convert in whole as part of the Qualified Financing and without any further action by the Holder into the Equity Securities issued pursuant to the Qualified Financing at a conversion price equal to the lesser of (i) eighty percent (80%) of the per share price paid by the purchasers of such Equity Securities in the Qualified Financing or (ii) the per share price equal to the quotient of Five Million Dollars ($5,000,000) (the "***Valuation Cap***") divided by the aggregate number of outstanding shares of the Company's common stock as of immediately prior to the initial closing of the Qualified Financing (assuming conversion or exercise of all convertible and exercisable securities then outstanding, including all shares of common stock reserved and available for issuance under any equity incentive plan or similar plan of the Company and/or any equity incentive or similar plan to be created or increased in connection with the Qualified Financing, but excluding the shares of equity securities of the Company issuable upon conversion of the Notes or other indebtedness), and otherwise on the same terms and conditions as given to the Investors as part of the Qualified Financing. The Company may, with the prior written consent of the Requisite Holders, elect to pay the accrued but unpaid interest on this Note to the Holder in cash (otherwise, such interest will convert along with the outstanding principal into equity securities of the Company).

(b) In the event that the Company issues and sells shares of its Equity Securities to Investors on or before the date of the repayment in full of this Note in a transaction or series of related transactions resulting in aggregate gross proceeds to the Company of less than $1,000,000 (excluding the conversion of the Notes and other grants, convertibles or other indebtedness) (a "***Non-Qualified Financing***"), then, the Company will give the Holder at least fifteen days prior written notice of the anticipated closing date of such Non-Qualified Financing, and the Requisite Holders may elect to convert all of the Notes into shares of Equity Securities issued in connection with such Non-Qualified Financing at a conversion price equal to the quotient of the Valuation Cap divided by the aggregate number of outstanding shares of the Company's common stock as of the Non-Qualified Financing (assuming conversion or exercise of all convertible and exercisable securities then outstanding, including all shares of common stock reserved and available for issuance under any equity incentive plan or similar plan of the Company and/or any equity incentive or similar plan to be created or increased in connection with the Non-Qualified Financing, but excluding the shares of equity securities of the Company issuable upon conversion of the Notes or other indebtedness). Any election to convert this Note pursuant to this Section 3(b) will be made in writing and delivered to the Company by the holders of a majority of the outstanding principal amount of all then-outstanding Notes at least two (2) days prior to the Non-Qualified Financing.

(c) If, after aggregation, the conversion of this Note would result in the issuance of a fractional share, the Company may, in its discretion, in lieu of issuance of any fractional share, pay the Holder otherwise entitled to such fraction a sum of cash equal to the product resulting from multiplying the then current fair market value of one share of the class and series of capital stock into which this Note has been converted by such fraction.

(d) Notwithstanding any provision of this Note to the contrary, in the event that the Company consummates a Sale of the Company (as defined below) prior to the conversion or repayment in full of this Note, the Company will give the Holder at least five days prior written notice of the anticipated closing date of such Sale of the Company, and at the election of each Holder, either (i) at the closing of such Sale of the Company, the Company will, in full satisfaction of the Company's obligations under this Note, pay the Investor an aggregate amount equal to accrued interest plus the aggregate amount of principal then outstanding under such Note, plus an additional payment equal to 100% of the principal amount of such Holder's Note, or (ii) such Holder's Note shall be converted into shares of common stock of the Company based upon a price per share equal to the quotient of the Valuation Cap divided by the aggregate number of outstanding shares of the Company's common stock immediately prior to the Sale of the Company (assuming conversion of all securities convertible into common stock and exercise of all options and warrants, but excluding the shares of equity securities of the Company issuable upon conversion of the Notes or other indebtedness).

(e) For purposes of this Note:

(i) "***Sale of the Company***" shall mean (i) any consolidation or merger of the Company with or into any other entity or person, or any other reorganization, other than any such consolidation, merger or reorganization in which the stockholders of the Company immediately prior to such consolidation, merger or reorganization, continue to hold at least a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; (ii) any transaction or series of related transactions to which the Company is a party in which in excess of 50% of the Company's voting power is transferred; *provided, however*, that a Sale of the Company shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof; or (iii) a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company.

(ii) "***Equity Securities***" shall mean shares of the Company's capital stock or any securities conferring the right to purchase shares of the Company's capital stock or securities convertible into, or exchangeable for (with or without additional consideration), shares of capital stock of the Company, except that such defined term shall not include any security (x) granted, issued and/or sold by the Company to any employee, director or consultant in such capacity or (y) issued upon the conversion or exercise of any option or warrant outstanding as of the date of this Note.

4. **Maturity.** Unless this Note has been previously converted in accordance with the terms of Sections 3(a) through (b) above or satisfied in accordance with the terms of Section 3(d) above, the entire outstanding principal balance and all unpaid accrued interest shall become fully due and payable on the Maturity Date.

5. **Expenses.** If there shall be any Event of Default (defined below) hereunder, the Company shall pay all reasonable attorneys' fees and court costs incurred by Holder in enforcing and collecting this Note.

6. **Prepayment.** The Company may not prepay this Note prior to the Maturity Date without the written consent of the Requisite Holders, which must include CIRCULAR VENTURES SA DE CV_

7. **No Security Interest.** This Note is a general unsecured obligation of the Company.

8. **Default.** If there shall be any Event of Default hereunder, at the option and upon the declaration of the Requisite Holders and upon written notice to the Company (which election and notice shall not be required in the case of an Event of Default under Section 8(c) or 8(d)), this Note shall accelerate and all principal and unpaid accrued interest thereon shall become due and payable. The occurrence of any one or more of the following shall constitute an "***Event of Default***":

(a) The Company fails to pay timely any of the principal amount due under this Note on the date the same becomes due and payable or any accrued interest or other amounts due under this Note on the date the same becomes due and payable;

(b) The Company shall default in its performance of any covenant under the Agreement or any Note;

(c) The Company files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing; or

(d) An involuntary petition is filed against the Company (unless such petition is dismissed or discharged within 60 days under any bankruptcy statute now or hereafter in effect, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of the Company.

9. Waiver. The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

10. Governing Law. This Note shall be governed by and construed under the laws of the State of Delaware, as applied to agreements among Delaware residents, made and to be performed entirely within the State of Delaware, without giving effect to conflicts of laws principles.

11. Parity with Other Notes. The Company's repayment obligation to the Holder under this Note shall be on parity with the Company's obligation to repay all Notes issued pursuant to the Agreement. In the event that the Company is obligated to repay the Notes and does not have sufficient funds to repay all the Notes in full, payment shall be made to the Holders of the Notes on a *pro rata* basis. The preceding sentence shall not, however, relieve the Company of its obligations to the Holder hereunder.

12. Modification; Waiver. Any term of this Note may be amended or waived with the written consent of the Company and the Requisite Holders.

13. Assignment. This Note may be transferred only upon its surrender to the Company for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to the Company. Thereupon, this Note shall be reissued to, and registered in the name of, the transferee, or a new Note for like principal amount and interest shall be issued to, and registered in the name of, the transferee. Interest and principal shall be paid solely to the registered holder of this Note. Such payment shall constitute full discharge of the Company's obligation to pay such interest and principal.

[*Signature Page Follows*]

LIVAQ, INC.

By:_________________________________

Name: David Ricardo Medina Alvarez

Title: CEO

Holder: CIRCULAR VENTURES SA DE CV

Name: Luis Fernando Ramirez Yañez

Title: Legal Representative

Principal Amount of Note: $ 60,000

Date of Note: 09/15/2025