LETTER AGREEMENT

This Letter Agreement ("Letter Agreement") is dated as of September 16th, 2024 (the "Effective Date") entered into by and between **Livaq a [Delaware] corporation**, ("Company"), and **Michigan Outdoor Innovation Fund** ("Investor"), a Michigan limited liability corporation. This Letter Agreement is being executed in connection with Investor's investment in a Convertible Note issued by the Company dated as of 09/24/2024. Capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement.

1) Benefit. The following provisions are made by the Company to and for the benefit of the Investor and shall continue so long as the Investor (or its affiliates) owns equity or convertible securities in the Company. This Letter Agreement will terminate as of the earlier of (i) Investor's divestiture of all of its equity and convertible securities and (ii) the Company's initial public offering.

2) Representations. Investor is required to cause companies in which it invests to make certain representations and warranties, or agree to certain covenants and statutory requirements set forth on Exhibit A hereto, which are integrated herein by this reference.

3) Information Rights. The Company shall provide to the Investor (i) annual prepared financials on the same basis as those prepared for other purposes, (ii) promptly after calendar year end a capitalization table as of such year end showing ownership of the Company on a fully-diluted basis, (iii) internally prepared quarterly financials, including a balance sheet and income statement, provided within thirty (30) days of the end of each calendar quarter, and (iv) semi-annual progress reports by the 15th day of April and October in generally the form prescribed by the Investor covering the immediately preceding calendar quarter and all prior periods ("Progress Report"). Each Progress Report shall be in the form routinely requested by Investor of its portfolio companies. Reports from the Company's board of directors (or similar governing body) may be submitted in the form generally used by the Company for its own purposes. Investor agrees to hold in confidence all information provided to Investor hereunder. The Company reserves the right to withhold any information that would reasonably be expected to adversely affect the attorney-client privilege between the Company and its counsel or result in disclosure of trade secrets. To the extent Company offers information rights to any of its investors, the Company shall provide Investor with the benefit of such information rights and provide Investor with such information at the same time and in the same manner as provided to such investor(s).

4) Major Investor; MFN. The Company and the Investor agree that if the Company affords any investors major investor rights, including, without limitation, information rights, inspection rights, and participation rights, Investor will be deemed a "major investor" for all purposes. While the Note remains outstanding, if the Company enters into any other agreement that establishes rights or otherwise benefits an investor in a manner more favorable in any respect to such investor than the rights and benefits established in favor of Investor by the Purchase Agreement or this Letter Agreement (including, without limitation, a valuation cap and/or discount) (the "Additional Rights"), the Company will promptly provide the Investor with written notice thereof (the "MFN Notice") and, upon written request of the Investor, any additional information related to such securities or agreements as may be reasonably requested by the Investor. In the event the Investor determines that the Additional Rights are preferable to the terms provided to Investor, the Investor will notify the Company in writing within 10 days of the receipt of the MFN Notice and any additional information related to such securities or agreements as may be reasonably requested by the Investor. Promptly after receipt of such written notice from the Investor, the Company agrees to amend and restate this Letter Agreement (or the securities purchased by Investor) to integrate such Additional Rights.

5) Participation Rights. Investor will have the right to participate in Company's Qualified Financing(s) that occur after the Effective Date. A "Qualified Financing" means a bona fide third party financing transaction or transactions in which the Company raises at least $1,000,000 in new cash investment. In the event that the Company proposes to undertake a Qualified Financing, the Company shall provide to Investor a written notice of such proposed financing, including the material terms thereof (the "Financing Notice"). For a period of 15 days following the date of the Company's Financing Notice, Investor will have the right to elect in writing by delivering written notice to the Company (the "Purchase Notice") to purchase up to the greater of: (a) its pro-rata share (calculated

based on such Investor's respective percentage of fully diluted ownership of the Company) of all securities the Company proposes to offer or sell in the Qualified Financing or (b) the principal amount of any convertible note(s) or SAFE(s) held by the Investor. Such investment by Investor would be at the same price per security as the price per security offered to other prospective purchasers and otherwise on the same terms and conditions offered to other prospective purchasers. The participation rights under this Section 6 may not be waived without the express written consent of Investor. The Investor has the right to assign such participation rights to any affiliate.

6) Right to Conduct Activities. The Company hereby agrees and acknowledges that Investor (together with its affiliates) is a professional investment organization, and as such reviews the business plans and related proprietary information of many enterprises, some of which may compete directly or indirectly with the Company's business (as currently conducted or as currently propose to be conducted). Nothing in this Agreement shall preclude or in any way restrict the Investors from evaluating or purchasing securities, including publicly traded securities, of a particular enterprise, or investing or participating in any particular enterprise whether or not such enterprise has products or services which compete with those of the Company; and the Company hereby agrees that, to the extent permitted under applicable law, Investor (and its affiliates) shall not be liable to the Company for any claim arising out of, or based upon, (a) the investment Investor (or its affiliates) in any entity competitive with the Company, or (b) actions taken by any partner, officer, employee or other representative of Investor (or its affiliates) to assist any such competitive company, whether or not such action was taken as a member of the board of directors (or similar governing body) of such competitive company or otherwise, and whether or not such action has a detrimental effect on the Company; provided, however, that the foregoing shall not relieve (y) Investor from liability associated with the unauthorized disclosure of the Company's confidential information obtained pursuant to this Agreement, or (z) any director or officer of the Company from any liability associated with his or her fiduciary duties to the Company.

7) Miscellaneous. This Letter Agreement may not be amended, changed or otherwise modified except by a written instrument executed by the Company and the Investor. This Letter Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to any principles of conflicts of laws that would cause the application of any other laws. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No delay or omission in exercising any right or power arising from this Letter Agreement shall impair any such right or power or be considered to be a waiver of any such right or power nor shall the action or non-action in case of any breach under this Letter Agreement impair any right or power resulting therefrom. This Letter Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything to the contrary in this Letter Agreement or any other agreement executed or delivered in connection with or related to this Letter Agreement or the Investor's investment or between the Company and the Investor in connection with or related to any other investment in or financing to the Company by the Investor (collectively, the "Other Agreements"), in the event of any conflict between this Letter Agreement, on the one hand, and any of the Other Agreements, on the other hand, this Letter Agreement shall control. The rights and remedies under this Letter Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available under any of the Other Agreements or at law or in equity or otherwise. The headings in this Letter Agreement are for reference only and shall not affect the interpretation of this Letter Agreement. This Letter Agreement may be executed in multiple counterparts, any of which may be executed and delivered via electronic mail and all which, when taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties have signed this Letter Agreement as of the date set forth above.

Company:

Livaq Inc.

By: ____________________________

Name: David R. Medina Álvarez

Title: CEO, Founder

Investor:

Michigan Outdoor Innovation Fund, LLC

By: ____________________________

Name: Jim Baker

Title: Managing Director

Exhibit A

Representations and Warranties

1. General. The Company shall comply with all of the provisions of Chapter 8A of the Michigan Strategic Fund Act MCL 125.2088, including but not limited to MCL l25.2088c(3) (prohibiting use of funds for a stadium or arena for use by a professional sports team, or a casino or associated structures like parking lots, hotels or retail stores) and MCL 125.2088n (requiring the providing of information). Capitalized terms used but not defined in this Exhibit A shall have the meanings given to them in the Letter Agreement.

2. Prohibited Use of Funds by the Company. The Company represents and warrants to the Investor as of the Effective Date and covenants for the duration of the Investor's investment in the Company (the "Investment") that, pursuant to the Michigan Strategic Fund Act MCL 125.2088c(4), the funds provided by the Investor shall not be used for any of the following:

   a. For the benefit of a person who has been convicted of a criminal offense incident to the application for or performance of a state contract or subcontract. As used in this Section, if a person is a business entity, then person includes affiliates, subsidiaries, officers, directors, managerial employees, and any person who, directly or indirectly, holds a pecuniary interest in that business entity of 20% or more.

   b. For the benefit of a person who has been convicted of a criminal offense, or held liable in a civil proceeding, that negatively reflects on the person's business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes.

   c. To induce a qualified business or a small business to leave Michigan.

   d. To contribute to the violation of internationally recognized workers' rights as defined in section 507(4) of the trade act of 1974, 19 USC 2467(4), of workers in a country other than the United States, including any designated zone or area in that country.

   e. For the benefit of a corporation or an affiliate of the corporation incorporated in a tax haven country after September 11, 2001, but with the United States as the principal market for the public trading of the corporation's stock. As used in this section, "tax haven country" includes a country with tax laws that facilitate avoidance by a corporation or an affiliate of the corporation of United States tax obligations, including Barbados, Bermuda, British Virgin Islands, Cayman Islands, Commonwealth of the Bahamas, Cyprus, Gibraltar, Isle of Man, the Principality of Liechtenstein, the Principality of Monaco, and the Republic of the Seychelles

3. Michigan Presence. As of the date of the Letter Agreement, the Company represents and warrants that it has a Michigan Presence (as defined below). A "Michigan Presence" means (a) maintaining the Company's principal place of business in the State of Michigan, and (b) basing a majority of the Company's founders and full-time employees in the State of Michigan.

4. The Company has all governmental approvals, authorizations, consents, licenses and permits necessary or required to conduct its business as presently conducted or as proposed to be conducted. The Company is presently and at all times since inception has been in all respects in compliance with all federal, state and local laws, all foreign laws, and all ordinances, regulations and orders applicable to its business, the failure to comply with which could reasonably be expected to have a material adverse effect; and all such licenses and permits are in full force and effect and no violations exist in respect of any such licenses or permits and no proceeding is pending or threatened to revoke or limit any thereof. All aspects of the Company's operations are in material compliance with applicable laws.

5. The Company is not in default (A) under its Charter Documents, in each case as amended, or (B) under any agreement, order or other instrument to which the Company is a party or by which it or any of its property is bound or affected or (C) with respect to any order, writ, injunction or decree of any court or any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, and to the knowledge of the Company, there exists no condition,

event or act which constitutes, or which after notice, lapse of time or both could constitute, such a default.

6. The Company has made available to Holder its unaudited balance sheet and its year-to-date unaudited profit and loss statement as of the Financial Statements Date. The Balance Sheet and Income Statement have been prepared in accordance with the books and records of the Company and fairly present the assets, liabilities, income, expenses and shareholders' equity of the Company as of its date. The Company does not have: (A) any expired liabilities or (B) any other liability (whether known or unknown and whether absolute or contingent) having, in the aggregate, a value equal to or in excess of $20,000, except for liabilities shown in the Balance Sheet.
7. As of the date of this Letter Agreement, neither the Company nor any of its members, managers, officers or directors is subject to any pending or threatened litigation or government investigations. The foregoing includes, without limitation, actions pending or threatened involving the prior employment of any of the Company's employees, their use in connection with the Company's business of any information or techniques allegedly proprietary to any of their former employers, or their obligations under any agreements with prior employers.
8. The Company has disclosed and shared with Investor any side letter agreements that amend or modify any of its liabilities, investments, or any other obligations.
9. All corporate action required to be taken by the Company's Board of Directors and/or officers of the Company in order to authorize the Company to enter into this Letter Agreement has been taken.

[SIGNATURE PAGE TO LETTER AGREEMENT]