THIS NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), APPLICABLE STATE SECURITIES LAWS, OR APPLICABLE LAWS OF ANY FOREIGN JURISDICTION. THIS NOTE AND SUCH SECURITIES ARE BEING ACQUIRED FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE OFFERED, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND ANY APPLICABLE STATE OR FOREIGN SECURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED AND ALL APPLICABLE STATE, FEDERAL AND FOREIGN LAWS HAVE BEEN SATISFIED.

CONVERTIBLE PROMISSORY NOTE

$10,000 December 13, 2024

FOR VALUE RECEIVED, LIVAQ Inc. a Delaware corporation (the "Company"), hereby promises to pay to the order of Solidea 2024, LLC (the "Holder"), the principal sum of $10,000, together with interest thereon from the date of this Note, on the terms and subject to the conditions set forth in this Note. Interest shall accrue at a rate of 5 percent (5%) per annum, computed on the basis of the actual number of days elapsed and a year of 365 days from the date of this Note until the principal amount and all interest accrued thereon are paid (or converted, as provided in Section 3 hereof). Unless earlier converted into Conversion Securities pursuant to Section 3 hereof, the principal and accrued interest shall be due and payable by the Company on demand by the Holder at any time after December 4, 2026 (the "Maturity Date").

This Note is one of a series of Notes issued pursuant to that certain Note Purchase Agreement dated as of December 4, 2023 by and among the Company, Holder and certain other investors who may be or become parties thereto (the "Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

1. Certain Definitions. As used herein, the following terms shall have the following meanings:

(a) "Certificate" means the Certificate of Incorporation of the Company, as the same may be amended and/or restated from time to time.

(b) "Common Stock" shall have the meaning set forth in the Certificate.

(c) "Conversion Price" shall mean:

(i) The price per share derived by dividing five million dollars ($5,000,000) 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 full conversion or exercise of all convertible and exercisable securities then outstanding, but excluding this Note or any similar convertible promissory note or similar instruments such as a "SAFE" or a "KISS"); or

(ii) with respect to a conversion pursuant to Section 3(b), Section 3(c) or Section 3(d) below, the price per share derived by dividing Five Million Dollars ($5,000,000) by the number of shares of the Company's Common Stock outstanding immediately prior to the time of such conversion (assuming the full conversion and exercise of all convertible and exercisable securities then outstanding, but excluding this Note or any similar convertible promissory note or similar instruments such as a "SAFE" or a "KISS").

(d) "Conversion Securities" shall mean, for purposes of determining the type of Equity Securities issuable upon conversion of this Note:

(i) if the Note is converted to equity pursuant to Section 3(a) below, (A) in the case of clause (i) thereof, the type and class of Equity Securities issued in the Qualified Financing, and (B) in the case of clause (ii) thereof, Common Stock of the Company; or

(ii) if the Note is converted to equity pursuant to Section 3(b), Section 3(c) or Section 3(d) below, Common Stock of the Company.

(e) "Corporate Transaction" shall mean (i) any voluntary or involuntary liquidation, dissolution or winding up of the Company, (ii) any sale, transfer, exclusive license or other disposition of all or substantially all of the Company's assets to an unaffiliated third party, (iii) a consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the shares of capital stock of the Company immediately prior to such consolidation, merger or reorganization, continue to represent a majority of the voting power of the surviving entity immediately after such consolidation, merger or reorganization, or (iv) any transaction or series of related transactions in which in excess of fifty percent (50%) of the Company's voting power is transferred; provided that a Corporate Transaction shall not include any transaction or series of transactions principally for internal restructuring purposes or 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.

(f) "Equity Securities" shall mean the Company's Common Stock or Preferred Stock or any securities conferring the right to purchase the Company's Common Stock or Preferred Stock or securities convertible into, or exchangeable for, the Company's Common Stock or Preferred Stock (other than any similar convertible promissory note or similar instruments such as a "SAFE" or a "KISS"), except any security granted, issued and/or sold by the Company to any director, officer, employee, consultant or contractor of the Company in such capacity for the primary purpose of soliciting or retaining their services.

(g) "Preferred Stock" shall have the meaning set forth in the Certificate.

(h) "Qualified Financing" shall mean the next sale (or series of related sales) by the Company following the date hereof of Equity Securities from which the Company receives aggregate gross proceeds of not less than One Million Seven Hundred Thousand Dollars ($1,700,000), including the aggregate amount converted into Equity Securities upon conversion of this Note and any other then-outstanding convertible promissory note(s) or similar instruments such as a "SAFE" or a "KISS".

2. Payment. All payments shall be made in lawful money of the United States of America at the principal office of the Company, or at such other place as the Holder may from time to time designate in writing to the Company.

3. Conversion of the Note.

(a) Automatic Conversion Upon Qualified Financing. If, prior to the earlier of a Corporate Transaction or the Maturity Date, the Company consummates a Qualified Financing, then, at the closing of such Qualified Financing or other financing, the entire outstanding principal amount and accrued and unpaid interest under this Note (the "Balance") shall automatically be converted into: (i) a number of shares of the Equity Securities issued in the Qualified Financing obtained by dividing the entire Balance by the price per share paid by the purchasers in such Qualified Financing, plus (ii) a number of shares of Common Stock equal to (A) the entire Balance divided by the Conversion Price, minus (B) the number of shares of Conversion Securities issuable under clause (i) above. Subject to the preceding sentence, the issuance of Conversion Securities pursuant to this Section 3(a) shall be upon and subject to the same terms and conditions applicable to the Equity Securities sold in such Qualified Financing.

(b) Optional Conversion Upon Maturity. If a Qualified Financing or a Corporate Transaction has not occurred on or before the Maturity Date, and the Balance has not otherwise been repaid in full at such time, then as of the Maturity Date the entire Balance shall, at the Holder's election, be (i) due and payable in full on demand or (ii) converted into Conversion Securities. The number of Conversion Securities to be issued upon any such conversion shall be equal to the quotient obtained by dividing the entire portion of the Balance to be so converted as of the date of such conversion by the Conversion Price.

(c) Optional Conversion Upon Corporate Transaction. In the event of a Corporate Transaction prior to full payment of this Note or prior to the time when this Note is or may be converted as provided herein, the entire Balance shall, at the Holder's election, be (i) due and payable in full on demand or (ii) be converted into Conversion Securities, in each case prior to the closing of the Corporate Transaction. The number of Conversion Securities to be issued upon any such conversion shall be equal to the quotient obtained by dividing the entire portion of the Balance to be so converted as of the date of such conversion by the Conversion Price. The Company shall use commercially reasonable efforts to give the Holder not less than fifteen (15) days prior written notice of any Corporate Transaction.

(d) Optional Conversion Prior to Maturity or a Qualified Financing or a Corporate Transaction. Without limiting the foregoing provisions of this Section 3, prior to any conversion of this Note pursuant to any of Sections 3(a), 3(b) or 3(c) above, the entire Balance may, at the Holder's election, be converted into Conversion Securities. The number of Conversion Securities to be issued upon any such conversion shall be equal to the quotient obtained by dividing the entire portion of the Balance to be so converted as of the date of such conversion by the Conversion Price.

(e) Fractional Shares. Upon the conversion of this Note into Conversion Securities, in lieu of any fractional shares to which the Holder would otherwise be entitled, if requested by the Holder, the Company shall pay the Holder cash equal to such fraction multiplied by the Conversion Price; otherwise the Company shall issue a fractional share.

(f) Mechanics of Conversion. The Company shall not be required to issue or deliver Conversion Securities issuable upon conversion of this Note until the Holder has surrendered such Note to the Company. Any conversion of this Note (other than on maturity or an optional conversion pursuant to Section 3(c)) may be made contingent upon the closing of the Qualified Financing or Corporate Transaction, as the case may be.

4. Defaults and Remedies.

(a) Events of Default. The following shall be considered Events of Default:

(i) The Company shall default in the payment of any part of the principal or unpaid accrued interest on this Note for more than thirty (30) days after the Maturity Date or at a date fixed by acceleration or otherwise;

(ii) The Company shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a voluntary petition for bankruptcy, or shall file any petition or answer seeking for itself any reorganization, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file any answer admitting the material allegations of a petition filed against the Company in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Company, or of all or substantially all of the assets of the Company, or the Company shall take any action to dissolve or liquidate the Company; or

(iii) Within thirty (30) days after the commencement of any proceeding against the Company seeking any bankruptcy reorganization, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or within sixty (60) days after the appointment without the consent or acquiescence of the Company of any trustee, receiver or liquidator of the Company or of all or substantially all of the properties of the Company, such appointment shall not have been vacated.

(b) Remedies. Upon the occurrence of an Event of Default, at the option and upon the declaration of the Holder, the entire unpaid principal and accrued and unpaid interest on this Note shall, without presentment, demand, protest, or notice of any kind, all of which are hereby expressly waived, be forthwith due and payable, and such holders may, immediately and without expiration of any period of grace, enforce payment of all amounts due and owing under this Note and exercise any and all other remedies granted to the Holder at law, in equity or otherwise. No right, power or remedy conferred hereby upon the Holder shall be exclusive of any other right, power or remedy referred to herein or now or hereafter available at law, in equity, by statute or otherwise.

(c) Expenses. The Company hereby agrees, subject only to any limitation imposed by applicable law, to pay all reasonable expenses, including reasonable attorneys' fees and expenses, incurred by the Holder in collecting any amounts payable hereunder which are not paid when due or otherwise in enforcing the Holder's rights hereunder.

5. Prepayment. The Company shall not prepay this Note, in whole or in part, without the prior written consent of the Majority Note Holders; provided that in the event of any such permitted prepayment, all Notes shall be prepaid pro rata.

6. Adjustment for Reorganization, Consolidation, Merger. In case of any reorganization of the Company after the date of this Note, or in case, after such date, the Company shall consolidate with or merge into another company or convey all or substantially all of its assets to another company and then distribute the proceeds to its equity holders, then, and in each such case, the Holder, upon the conversion of this Note (as provided in Section 3) at any time after the consummation of such reorganization, consolidation, merger or conveyance, shall be entitled to receive, in lieu of the securities and property receivable upon the conversion of this Note prior to such consummation, the units, stock or other securities or property to which the Holder would have been entitled upon the consummation of such reorganization,

consolidation, merger or conveyance if the Holder had converted this Note immediately prior thereto, all subject to further adjustment as provided in this Note, and the successor or purchasing company in such reorganization, consolidation, merger or conveyance (if other than the Company) shall duly execute and deliver to the Holder a supplement hereto acknowledging such company's obligations under this Note; and in each such case, the terms of the Note shall be applicable to the shares of stock or other securities or property receivable upon the conversion of this Note after the consummation of such event.

7. Note Does Not Confer Rights as Stockholder. This Note, as such, creates a lender/ borrower relationship and shall not in itself entitle the Holder to any rights as a member of the Company. In no event shall any Equity Securities that may become issuable to Holder hereunder be deemed to be outstanding until such Equity Securities are actually issued to Holder.

8. Security. This Note is a general unsecured obligation of the Company.

9. Amendments and Waivers; Resolution of Disputes. The amendment or waiver of any term of this Note, the resolution of any controversy or claim arising out of or relating to this Note and the provision of notice shall be governed by the terms of the Purchase Agreement.

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

11. Governing Law. This Note shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to conflicts of laws principles.

12. Loss, Theft, Destruction of Note. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Note and, in the case of any such loss, theft or destruction, upon receipt of indemnity or security reasonably satisfactory to the Company, or, in the case of any such mutilation, upon surrender and cancellation of this Note, the Company shall make, issue and deliver, in lieu of such lost, stolen, destroyed or mutilated Note, a new Note of like tenor and unpaid principal dated as of the date hereof.

[*remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, the undersigned has executed this Note as of the date first written above.

COMPANY:

LIVAQ, INC.

DocuSigned by:

By: C88E74A95B94491...

Name: David Medina
Title: Founder & CEO

INVESTOR: Acquis Consulting Group, L.L.C.

DocuSigned by:

Eric Baum

By: EC7C87560BEE449...

Name: Eric Baum Managing Director
E-mail: ebaum@acqiusconsulting.com

SIGNATURE PAGE TO
CONVERTIBLE PROMISSORY NOTE