SECURED LOAN AGREEMENT

THIS AGREEMENT made as of May 6, 2026.

BETWEEN:

Noninvasix, Inc. (**Borrower**)

AND:

Cypher Metaverse Inc. (**Lender**)

WHEREAS:

A. The parties have entered into a merger agreement dated December 12, 2025 (the “**Agreement**”) which contemplates the acquisition of the Borrower by the Lender (the “**Transaction**”);

B. The Lender wishes to provide a loan of $150,000 (the “**Loan**”) to the Borrower on the terms contained herein; and

C. All capitalized terms herein shall have the same meaning as in the Agreement, unless provided otherwise.

IN CONSIDERATION of the Lender making available the Loan and the mutual covenants herein, and for all other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. LOAN FACILITY

1.1 Term Loan

The Lender will make the Loan to the Borrower, provided that:

(a) the Borrower will pay to the Lender that portion of the principal balance of the Loan, together with all interest accrued thereon as calculated in subsection 1.1(b) below (the **Repayable Balance**”), on the earlier of (i) September 30, 2026, and (ii) on completion of the Transaction;

(b) The Borrower may draw down the Loan in one or more advances from time to time; and

(c) the Lender may, in its sole discretion, demand immediate repayment of the Repayable Balance at any time in the event that the Borrower is in default of any of its covenants hereunder or contained in the Agreement, and such default is not corrected within 30 days after written notice of such default.

1.2 Interest

Interest will accrue on the outstanding balance of the Loan at the rate of 8% per annum, calculated and compounded semi-annually, not in advance, both before and after demand and judgment, with interest accruing on any unpaid interest in the same manner, from the date of advance until the Loan is repaid in full.

1.3 Repayment

All payments by the Borrower under the Loan will be applied firstly to any accrued and unpaid interest on the Loan, and the balance, if any, to the outstanding balance of the Loan.

1.4 Borrower Covenants

The Borrower covenants and agrees with the Lender that until payment in full of the Loan:

(a) it shall maintain its corporate existence and observe and comply with all applicable laws, statutes, regulations of all federal, provincial, municipal governments, subject only to such unintentional violations which do not materially adversely affect the rights and remedies of the Lender under this Agreement;

(b) it will not sell, assign, transfer or otherwise dispose of or encumber any of its rights to the Transaction, except as permitted in writing by the Lender; and

(c) work diligently to complete the Transaction and other matters noted in the Agreement.

2. SECURITY

The Borrower hereby grants a general security interest on all its present and after acquired personal property to the Lender to secure this loan. The Borrower may register this security interest at its sole discretion.

3. PERMITTED USES

3.1 The Borrower shall use the proceeds of the Loan for general working capital.

4. GENERAL

4.1 Evidence of Indebtedness

The Lender will maintain on its books, accounts and records evidencing each advance and payment under the Loan, and the outstanding principal balance thereof and the interest thereon. Such accounts and records constitute, in the absence of manifest error, *prima facie* evidence of the indebtedness of the Borrower to the Lender under the Loan.

4.2 Governing Law

This Agreement shall be construed in accordance with the laws of the Province of British Columbia and the federal law of Canada applicable therein.

4.3 Assignment

The Lender may assign all or any part of the Loan or this Agreement to any other person at any time, without the consent of the Borrower, provided that the assignee is an affiliate of the Lender and the Lender has delivered to the Borrower at least five days' notice before such assignment. The Borrower may not assign its rights or transfer obligations without the prior consent of the Lender.

4.4 Enurement

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

4.5 Counterparts

This Agreement may be executed in any number of counterparts or facsimile counterparts with the same effect as if all parties had all signed the same document, and all counterparts will be construed together and will constitute one and the same document, and notwithstanding the actual date or dates of execution hereof, this Agreement shall and shall be deemed for all purposes to take effect as of the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement as of the day and year first above written.

CYPHER METAVERSE INC.

Per: (signed) *"George Tsfalas"*

NONINVASIX, INC.

Per: (signed) *"David Giarracco"*