

AMENDMENT NO. 2 TO SECURED PROMISSORY NOTE

THIS AMENDMENT NO. 2 TO SECURED PROMISSORY NOTE ("**Amendment**") is made as of April 28, 2025 ("**Effective Date**") by and among Vantage Business Management Services (as "**Maker**" and "**Debtor**"), for the benefit of Kovo+ (USA) Inc. (formerly Medworxs, Inc.) ("**Holder**"), with reference to the following facts:

RECITALS

WHEREAS, Maker previously executed and delivered to Holder, that certain Secured Promissory Note in the original principal amount of USD\$261,120.00 dated January 21, 2021 ("**Original Note**") and amended November 8, 2021 by Amendment No. 1 to Secured Promissory Note (the "**1st Amendment**" and together with the Original Note, the "**Note**").

AND WHEREAS Maker is indebted to Holder is the principal amount of USD\$195,586.76 (the "**Principal Amount**").

AND WHEREAS, Maker and Holder desire to modify certain other provisions of the Note as set forth therewith.

NOW, THEREFORE, in consideration of the provisions, promises and representations contained in this Amendment, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

AGREEMENT

1. Paragraph 1 of the Note is hereby deleted in its entirety and replaced with the following:

"1. Payment Obligation. Payment of all Indebtedness (as defined herein) under this Note will be made in 20 quarterly installments, with the first payment due June 30, 2025 and each installment due on the last day of each quarter thereafter; provided, however, that if any such payment date shall not be a business day, then (notwithstanding any other provision of this Note) Maker may make the payment on the next succeeding business day. Upon the occurrence of an Event of Default (as hereinafter defined), Holder may declare the entire unpaid principal and interest hereof, due and payable. Upon maturity of this Note, the entire unpaid principal and interest (if any) balance hereof shall be due and payable. All payments hereunder shall be payable by wire transfer or check in which shall be legal tender for public and private debts at the time of payment."

2. Paragraph 2 of the Note is hereby deleted in its entirety and replaced with the following:

"2. Interest. Commencing May 1, 2025, the outstanding Principal shall bear interest on the terms and conditions set forth herein, interest at the rate of four percent (4%) per annum, calculated monthly and compounded annually (the "**Interest**" and together with the Principal, the "**Indebtedness**"), on the basis of the actual number of days elapsed in a three hundred and sixty-five (365) day year."

3. Paragraph 9 of the Note is hereby deleted in its entirety and replaced with the following:

"9. Governing Law. THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN."

4. This Amendment shall not constitute a waiver by Holder of any past, ongoing or future Defaults under the Note, which rights are expressly reserved by Holder.

5. The recitals above are deemed an integral part of this Amendment. Except as expressly modified by Sections 1, 2 and 3 above, the Note is hereby ratified and confirmed and remains in full force and effect. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one and the same instrument, binding on each signatory. The signature page of each counterpart may be detached from such counterpart and attached to a single document which shall for all purposes be treated as an original. To facilitate execution of this Amendment, the parties may execute and exchange facsimile or electronic counterparts of the signature pages. Facsimile or electronic signature pages are deemed originals for all purposes. Each of the individuals signing on behalf of a party to this Amendment that is an entity or trust represents, covenants and warrants that they have the full and absolute authority and ability to bind the entity or trust and that no other person must execute this Amendment on behalf of such entity or trust. All capitalized terms appearing in this Amendment and not defined herein shall have the meaning ascribed thereto in the Note.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Note to be executed by their duly authorized officers on and as of the date first written above.

VANTAGE BUSINESS MANAGEMENT SERVICES

(signed) "*Peter Bak*"

By: _____

Name: **Peter Bak**

Title: **Chief Executive Officer**

KOVO+ (USA) INC.

(signed) "*Mark Detz*"

By: _____

Name: **Mark Detz**

Title: **Authorized Signatory**