EXECUTION COPY

AGENCY AGREEMENT

July 25, 2019

Atom Energy Inc.
Suite 830 – 1100 Melville Street
Vancouver, BC V6E 4A6
Attention: John Veltheer

6th Wave Innovations Corp.
Suite 303 – 615 Arapeen Drive
Salt Lake City, UT 84108
Attention: Dr. Jonathan Gluckman

Dear Sir:

PI Financial Corp. ("**PI**" or the "**Lead Agent**"), Red Cloud Klondike Strike Inc. and Haywood Securities Inc. (together with the Lead Agent, the "**Agents**") understand that (i) Atom Energy Inc., a corporation incorporated under the laws of British Columbia (the "**Corporation**"), proposes to issue and sell up to 7,100,000 subscription receipts of the Corporation (individually, a "**Subscription Receipt**" and, collectively, the "**Subscription Receipts**") at a price of $0.75 per Subscription Receipt (the "**Issue Price**") on a private placement basis for aggregate gross proceeds of up to $5,325,000 (the "**Offering**") and (ii) the Corporation has entered into the Definitive Agreement with 6th Wave Innovations Corp. ("**6th Wave**"), a private corporation incorporated under the laws of Delaware, pursuant to which the Corporation, 6th Wave, 6th Wave Acquisition Inc. ("**Merger Subco**"), a corporation incorporated under the law of Delaware and Somerston Technologies Limited, as securityholders' representative ("**Somerston**") will enter the transactions substantially as described in the Definitive Agreement (collectively referred to the "**Business Combination**").

The Subscription Receipts will be created pursuant to a subscription receipt agreement (the "**Subscription Receipt Agreement**") among the Corporation, the Lead Agent and Computershare Trust Company of Canada, as subscription receipt agent (the "**Subscription Receipt Agent**"), to be dated as of the Closing Date (as defined below). Each Subscription Receipt will, upon the satisfaction or waiver in whole or in part by the Lead Agent, on behalf of the Agents, in its sole discretion, of the Release Conditions (as defined below), and without payment of additional consideration or further action on the part of the holders of the Subscription Receipts, be automatically converted into one common share in the capital of the Corporation (each, a "**Common Share**", and collectively, the "**Common Shares**").

The Agents also understand that the Corporation intends to undertake a concurrent non-brokered private placement (the "**Concurrent Financing**") of Common Shares at a price of $0.75 per Common Share, for total proceeds, together with proceeds of the Offering, of up to $10,000,000. The Common Shares issued pursuant to the Concurrent Financing will not become freely tradeable in Canada prior to the expiry of the statutory hold period under Canadian securities law applicable to the Subscription Receipts issued pursuant to the Offering. Each of the Corporation and 6th Wave acknowledges and agrees that the Agents shall not be acting as agents on behalf of the Corporation with respect to the Concurrent Financing and shall bear no liability or obligation in connection therewith.

The Corporation also hereby grants to the Agents an option (the "**Agents' Option**") to arrange for the sale and purchase of up to 5,334,000 additional Subscription Receipts (the "**Additional Securities**"), upon the

terms and conditions set forth in this Agreement on the Closing Date. The Agents' Option shall be exercisable at the sole discretion of the Agents into the Additional Securities from time to time, in whole or in part, by the Lead Agent at any time prior to the Closing Date. The terms and conditions of the Additional Securities shall be identical to the Offered Securities. All references to "**Offered Securities**" shall include the Additional Securities to the extent the Agents' Option has been exercised.

Upon Closing (as defined below), the gross proceeds from the Offering less: (i) 50% of the Agents' Fee (as defined below) payable in connection with the Offering; and (ii) the estimated costs and expenses of the Agents payable on Closing in accordance with this Agreement (the "**Escrowed Proceeds**"), will be delivered to and held by the Subscription Receipt Agent pursuant to the terms of the Subscription Receipt Agreement and invested in short-term obligations of, or guaranteed by, the Government of Canada (and other investments that may be approved by the Lead Agent, acting on behalf of the Agents) (the Escrowed Proceeds, together with all interest and other income earned thereon, are referred to herein as the "**Escrowed Funds**"). Upon satisfaction, or waiver in whole or in part by the Lead Agent, on behalf of the Agents, in its sole discretion, of the Release Conditions (as defined below), the Subscription Receipt Agent shall release from the Escrowed Funds: (i) to the Agents, an amount equal to the aggregate of the remaining 50% of the Agents' Fee payable in connection with the Offering and the amount equal to all expenses incurred by the Agents not previously paid to the Agents (collectively, the "**Agents' Payment**"), and (ii) following release of the Agents' Payment, all remaining Escrowed Funds (less an amount payable to the Subscription Receipt Agent equal to its reasonable fees and for services rendered and disbursements incurred) shall be released to the Corporation.

If (i) the Release Conditions are not satisfied prior to 4:00 p.m. (Vancouver time) on November 30, 2019 (except as may be extended in accordance with the terms of the Subscription Receipts) (the "**Escrow Deadline**"), or (ii) the Definitive Agreement is terminated prior to the Escrow Deadline, each Subscription Receipt shall be automatically terminated and cancelled and each Purchaser (as defined below) shall be entitled to receive out of the Escrowed Funds an amount equal to the Issue Price in respect of such Purchaser's Subscription Receipts, together with such Purchaser's *pro rata* share of all interest and other income earned on the Subscription Receipts, less applicable withholding taxes, if any. To the extent that the Escrowed Funds are not sufficient to purchase all of the Subscription Receipts on the foregoing terms, the Corporation shall be required to contribute such amounts as are necessary to satisfy any shortfall.

The description of the Subscription Receipts in this Agreement is a summary only and is subject to the specific attributes and detailed provisions of the Subscription Receipts set forth in the Subscription Receipt Agreement. In the case of any inconsistency between the description of the Subscription Receipts in this Agreement and their terms and conditions as set forth in the Subscription Receipt Agreement, the provisions of the Subscription Receipt Agreement shall govern.

Upon and subject to the terms and conditions set forth in this Agreement, the Agents hereby agree to act, and upon acceptance hereof, the Corporation appoints the Agents, as the Corporation's exclusive agents, to offer for sale by way of private placement on a commercially reasonable "best efforts" basis, without underwriter liability, the Subscription Receipts to be issued and sold pursuant to the Offering and the Agents agree to arrange for purchasers of the Offered Securities in the Designated Jurisdictions (as defined below) or as otherwise agreed by the Agents and the Corporation.

In consideration of the services to be rendered by the Agents in connection with the Offering, the Agents will receive a fee (as further described in Section 9, the "**Agents' Fee**") and Broker Warrants (as defined below). 50% of the Agents' Fee payable in connection with the Offering and all of the Broker Warrants shall be paid or issued to the Agents on the Closing Date with the balance of the Agents' Fee payable when the Release Conditions have been satisfied or waived.

The Agents shall be entitled to appoint other registered dealers acceptable to the Corporation ("**Selling Firms**") as agents to assist in the Offering and the Agents shall determine the remuneration payable in accordance with Section 9 to such Selling Firms, such remuneration to be the sole responsibility of the Agents.

DEFINITIONS

In this Agreement, in addition to the terms defined above, the following terms shall have the following meanings:

"**6th Wave**" has the meaning given to such term above;

"**Additional Fee**" has the meaning given to such term in Section 9(a);

"**Additional Securities**" has the meaning given to such term above;

"**Agents**" has the meaning given to such term above;

"**Agents' Fee**" has the meaning given to such term in Section 9;

"**Agents' Commission**" has the meaning given to such term in Section 9;

"**Agents' Option**" has the meaning given to such term above;

"**Agents' Payment**" has the meaning given to such term above;

"**Agreement**" means this agreement resulting from the acceptance by the Corporation of the offer made by the Agents, including all schedules attached to this Agreement, as amended or supplemented from time to time;

"**Atom Energy Financial Statements**" means the financial statements of Atom Energy;

"**Base Fee**" has the meaning given to such term in Section 9(a);

"**Base Offering**" has the meaning given to such term in Section 9(a);

"**Broker Warrants**" has the meaning given to such term in Section 9(a);

"**Broker Warrant Shares**" means each Common Share issuable upon exercise of the Broker Warrants;

"**BCBCA**" means the *Business Corporations Act* (British Columbia);

"**Business Day**" means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business;

"**Business Combination**" has the meaning given to such term above;

"**Claim**" has the meaning given to such term in Section 12;

"**Closing**" means the completion of the purchase and sale of the Subscription Receipts as contemplated by this Agreement and the Subscription Agreements;

"**Closing Date**" means July 25, 2019, or such other date as the Corporation and the Lead Agent agree;

"**Closing Time**" means the time of Closing on the Closing Date, as may be agreed upon by the Corporation and the Lead Agent;

"**Common Shares**" has the meaning given to such term above, being the common shares in the capital of the Corporation;

"**Concurrent Financing**" has the meaning given to such term above;

"**Corporate Subscriptions**" has the meaning given to such term in Section 9(a);

"**Corporation**" means Atom Energy Inc., a corporation incorporated under the laws of British Columbia;

"**CSE**" means the Canadian Securities Exchange;

"**Definitive Agreement**" means the definitive agreement dated September 7, 2018 entered into by the Corporation, 6th Wave, Merger Subco and Somerston, as amended;

"**Designated Jurisdictions**" means, collectively, each of the provinces of Canada, the United States and such other jurisdictions as the Corporation and the Agents may agree;

"**Directed Selling Efforts**" means, as such term is defined in Rule 902(c) of Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Securities being offered in reliance on Regulation S under the U.S. Securities Act. Such activity includes placing an advertisement in a publication with a general circulation in the United States that refers to the offering of Securities being made in reliance upon this Regulation S under the U.S. Securities Act;

"**Effective Date**" has the meaning given to such term in the Definitive Agreement;

"**Effective Time**" has the meaning given to such term in the Definitive Agreement;

"**Engagement Letter**" means the letter agreement dated April 6, 2019 between the Corporation and PI relating to the Offering;

"**Escrow Deadline**" has the meaning given to such term above;

"**Escrow Release Certificate**" means an officer's certificate from the Corporation certifying that all conditions of the Business Combination have been satisfied or waived, other than delivery of closing deliveries, and that the Business Combination shall be completed forthwith upon release of the Escrowed Proceeds;

"**Escrow Release Date**" means the date upon which the Release Conditions are satisfied or waived, in whole or in part, by the Lead Agent, on behalf of the Agents;

"**Escrowed Funds**" has the meaning given to such term above;

"**Escrowed Proceeds**" has the meaning given to such term above;

"**Finder**" has the meaning given to such term in Section 9(a);

"**General Advertising**" and "**General Solicitation**" have the meanings described in Rule 502(c) of Regulation D under the U.S. Securities Act, and include, without limitation, any advertisement, article, notice or other communication published in any newspaper, magazine, or similar media or the Internet, or broadcast over radio or television or the Internet, and any seminar or meeting whose attendees have been invited by any general solicitation or general advertising;

"**Governmental Authority**" means any governmental authority and includes, without limitation, any national or federal government, province, state, municipality or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing;

"**IFRS**" means International Financial Reporting Standards;

"**including**" means including without limitation;

"**Indemnified Party**" or "**Indemnified Parties**" shall have the meaning given to such term in Section 12;

"**Intellectual Property**" means, for the relevant person, all proprietary rights provided in law and at equity to all patents, trademarks, copyrights, industrial designs, software, trade secrets, know-how, concepts, information and other intellectual and industrial property;

"**Issue Price**" has the meaning given to such term above;

"**Lead Agent**" has the meaning given to such term above;

"**knowledge of the Corporation**" (or similar phrases) means the actual knowledge of John Veltheer, after reasonable investigation;

"**Leased Premises**" means the premises which the Corporation occupies as a tenant, which is material to the Corporation;

"**Listing Date**" has the meaning given to such term in Section 3(c);

"**Listing Statement**" has the meaning given to such term in 3(a)(xv);

"**Lock-up Undertakings**" has the meaning given to such term in Section 3(a)(ix);

"**Locked-up Holder**" has the meaning given to such term in Section 3(a)(ix);

"**Losses**" has the meaning given to such term in Section 12;

"**Material Adverse Effect**" means the effect resulting from any change (including a decision to implement such a change made by the board of directors or by senior management who believe that confirmation of the decision of the board of directors is probable), event, violation, inaccuracy or circumstance that is materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, prospects, financial condition, prospects, or results of operations of the Corporation or 6th Wave, as applicable;

"**misrepresentation**", "**material fact**", "**material change**", "**affiliate**", "**associate**", and "**distribution**" have the respective meanings ascribed thereto in the *Securities Act* (Ontario) in effect on the date of this Agreement;

"**NI 45-102**" means National Instrument 45-102 – *Resale of Securities*;

"**NI 45-106**" means National Instrument 45-106 – *Prospectus Exemptions*;

"**NI 51-102**" means National Instrument 51-102 – *Continuous Disclosure Obligations* of the Canadian Securities Administrators;

"**Offering**" has the meaning given to such term above and shall include the issue and sale of the Additional Securities to the extent the Agents' Option is exercised;

"**Offered Securities**" means the Subscription Receipts to be issued to Purchasers in accordance with the terms of this Agreement, but excluding securities issued as part of the Concurrent Financing;

"**Person**" includes any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, and pronouns have a similar extended meaning;

"**Presentation**" means the investor presentation entitled "6th Wave" a final copy of which was provided to PI by the Corporation in June 2019;

"**Pro Forma Capital Structure**" means the issued and outstanding share capital of the Corporation after giving effect to the Business Combination (including options, warrants and other convertible securities) as set out in Schedule "C";

"**Purchasers**" means the Persons (which may include the Agents) for whom, pursuant to this Agreement, the Agents deliver to the Corporation, and which the Corporation accepts, complete and executed Subscription Agreements for the Offered Securities in connection with the Offering;

"**Qualified Institutional Buyer**" means a "qualified institutional buyer", as such term is defined in Rule 144A under the U.S. Securities Act;

"**Release Conditions**" has the meaning given to such term in the Subscription Receipt Agreement;

"**Securities**" means collectively the Subscription Receipts, Common Shares, the Broker Warrant Shares and the Broker Warrants;

"**Securities Laws**" means, unless the context otherwise requires, all applicable securities laws in each of the Designated Jurisdictions, the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, multilateral and national instruments, orders, blanket rulings, notices and other regulatory instruments of the securities regulatory authorities in such jurisdictions;

"**Securities Regulators**" means, collectively, the securities regulators or other securities regulatory authorities in the Designated Jurisdictions (including the CSE);

"**Subscription Agreement**" means the subscription agreements in the form agreed upon by the Agents and the Corporation pursuant to which Purchasers agree to subscribe for and purchase the Subscription Receipts as contemplated herein and shall include, for the avoidance of doubt, all schedules and exhibits thereto;

"**Subscription Receipt Agent**" has the meaning given to such term above;

"**Subscription Receipt Agreement**" has the meaning given to such term above;

"**Subscription Receipt Shares**" means the Common Shares issuable upon exercise of the Subscription Receipts;

"**Subscription Receipts**" has the meaning given to such term above;

"**subsidiary**" has the meaning given to such term in the *Securities Act* (Ontario);

"**Taxes**" has the meaning given to such term in Section 4(a)(xxix);

"**Term Sheet**" means a term sheet substantially in the form of the term sheet attached to the form of Subscription Agreement;

"**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"**U.S. Accredited Investor**" means an "accredited investor" within the meaning of Rule 501(a) of Regulation D under the U.S. Securities Act;

"**U.S. Person**" means a "U.S. person", as such term is defined in Rule 902(k) of Regulation S under the *U.S. Securities Act*; and

"**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended, and the rules and regulations promulgated thereunder.

The following schedules are annexed to this Agreement, each schedule is deemed to be a part of this Agreement and is incorporated by reference to this Agreement:

Schedule "A" – Compliance with United States Securities Laws

Schedule "B" – Locked Up Holders and Lock Up Undertaking

Schedule "C" – Pro Forma Capital Structure

TERMS AND CONDITIONS

1. (a) **Sale on Exempt Basis.** The Agents shall use their commercially reasonable efforts to arrange, severally, and not jointly or jointly and severally for the purchase of the Offered Securities:

(i) in the Designated Jurisdictions on a private placement basis in compliance with applicable Securities Laws, provided that each Agent shall ensure that any offers or sales of Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons will be made only to Qualified Institutional Buyers and/or U.S. Accredited Investors, pursuant to Rule 506(b) of Regulation D under the U.S. Securities Act and similar registration exemptions under applicable state securities laws, in accordance with Schedule "A" hereto; and

(ii) in such other jurisdictions, as may be agreed upon between the Corporation and the Agents, on a private placement basis in compliance with all applicable securities laws of such other jurisdictions provided that no prospectus, registration statement or similar document is required to be filed in such jurisdiction and no registration or similar requirement would apply with respect to the Corporation in connection with the Offering in such other jurisdiction.

(b) **Filings.** The Corporation undertakes to file or cause to be filed all forms or undertakings required to be filed by the Corporation in connection with the issue and sale of the Offered Securities such that the offer and sale of the Offered Securities may lawfully occur without the necessity of filing a prospectus or a registration statement in Canada, the United States or elsewhere, and the Agents undertake to use their best efforts to cause Purchasers to complete any forms required by Securities Laws or other applicable securities laws. All fees payable in connection with such filings under all applicable Securities Laws shall be at the expense of the Corporation.

(c) **No Offering Memorandum.** None of 6th Wave, the Corporation or the Agents shall: (i) provide to prospective Purchasers any document or other material or information that would constitute an offering memorandum within the meaning of Securities Laws, other than the Presentation; or (ii) other than in compliance with applicable law, engage in any form of General Solicitation or General Advertising in connection with the offer and sale of the Offered Securities.

2. **Material Changes.** Until the earlier of the date that the Release Conditions are satisfied and the Escrow Deadline, the Corporation and/or 6th Wave, as applicable shall promptly:

(a) notify the Lead Agent in writing if the Corporation or 6th Wave becomes aware of any material fact not previously disclosed, any material change or change in a material fact (in any case, whether actual, anticipated, or to their respective knowledge, contemplated or threatened and other than a change of fact relating solely to the Agents) or any event or development that would result in a material change or change in a material fact in any or all of the business of the Corporation, the business of 6th Wave, the terms of the Business Combination, or any other change that is of such a nature as to result in, or that could result in, this Agreement, the Presentation, the Listing Statement or the other documents to be prepared and filed with the Securities Regulators by the Corporation in connection with the Business Combination containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or which could render any of the foregoing to be not in material compliance with any Securities Laws;

(b) notify the Lead Agent in writing of the full particulars of any actual, anticipated, or to the knowledge of the Corporation or 6th Wave, as applicable, contemplated, threatened or prospective, material change referred to in Section 2(a) above, and the Corporation or 6th Wave, as applicable;

(c) if required to do so under applicable Securities Laws, issue or file, promptly and, in any event, within all applicable time limitation periods with the applicable Securities Regulators, a press release, material change report or other document as may be required under Securities Laws and shall comply with all other applicable filing and other requirements under the Securities Laws; provided that subject to compliance with applicable Securities Laws, the Corporation shall not file any such new or amended disclosure documentation without first notifying the Agents, and shall not issue or file, as applicable, any press release or material change report without giving Lead Agent an opportunity for review of the proposed forms; and

(d) in good faith discuss with the Lead Agent as promptly as possible any circumstance or event that is of such a nature that there is or ought to be consideration given as to whether

there may be a material change or change in a material fact described in Sections 2(a) or (b) above.

3. (a) **Covenants of the Corporation.** The Corporation covenants, to the Agents and to the Purchasers and their permitted assigns, and acknowledges that each of them is relying on such covenants in connection with the transactions contemplated by this Agreement, that the Corporation (including its successors and assigns if applicable) will:

(i) allow the Agents and their representatives to conduct all due diligence regarding the Corporation which the Agents may reasonably require to be conducted prior to the Closing Date, including making available its senior management and legal counsel and auditors to answer any questions which the Agents may have and to participate in one or more due diligence sessions to be held prior to Closing;

(ii) use commercially reasonable efforts to fulfil or cause to be fulfilled, at or prior to the Closing Time, each of the conditions required to be fulfilled as set out in Section 6;

(iii) duly execute and deliver this Agreement, the Subscription Receipt Agreement (insofar as the Corporation is concerned), the Broker Warrants and the Subscription Agreements (insofar as the Corporation is concerned) at the Closing Time, and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by them;

(iv) subject to applicable law, obtain the prior approval of the Lead Agent as to the content and form of any press release relating to the Offering and the Business Combination, such approval not to be unreasonably withheld or delayed;

(v) following satisfaction of the Release Conditions, use the net proceeds of the Offering in the manner described in the Term Sheet;

(vi) ensure that the Offered Securities, on payment therefor, are duly and validly created, authorized and issued and shall have attributes corresponding in all material respects to the description set forth in this Agreement;

(vii) ensure that the Subscription Receipt Shares, upon issuance, shall be duly issued as fully paid and non-assessable, and shall have the attributes corresponding in all material respects to the description thereof set forth in this Agreement and the Subscription Agreements;

(viii) execute and deliver or file with the Securities Regulators as required all forms, notices and certificates relating to the Offering required to be filed pursuant to the Securities Laws in the time required by applicable Securities Laws, including, for greater certainty, all forms, notices, offering memoranda and certificates;

(ix) prior to the Closing Time, use commercially reasonably efforts to cause each of the senior officers and directors of the Corporation and 6th Wave listed in Schedule "B" (a "**Locked-up Holder**"), to enter into an undertaking (the "**Lock-up Undertakings**") in favour of the Agents substantially in the form set out in Schedule "B" to this Agreement pursuant to which such person shall agree not to, and will not permit any of his, her or its affiliates (as such term is defined in the

Securities Act (Ontario)) to, directly or indirectly, offer, sell, contract to sell, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap, or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise any securities of the Corporation or 6th Wave, or other securities convertible into or exercisable or exchangeable for such first mentioned securities for a period of six months after the Closing Date, unless (a) it is in connection with the Business Combination and the transferee enters into a Lock-Up Undertaking, (b) they first obtain the prior written consent of the Lead Agent (on its own behalf and on behalf of the other Agents), which consent will not be unreasonably withheld or delayed, (c) a take-over bid or similar transaction involving a change of control of the Corporation or 6th Wave is completed, other than the Business Combination;

(x) promptly notify the Agents of the receipt by the Corporation of any notice by any judicial or regulatory authority or any stock exchange requesting any information, meeting or hearing relating to such entity in respect of the Offering;

(xi) duly execute and deliver the Escrow Release Certificate to the Agents, dated as of the date that the Release Conditions are satisfied; and

(xii) promptly notify the Lead Agent in writing or disclose to the public if the Corporation no longer intends to complete the Business Combination prior to the Escrow Deadline;

(xiii) subject to the completion of the Business Combination, ensure that, at all times a sufficient number of Broker Warrant Shares are allotted in respect of the Broker Warrants and reserved for issuance upon completion of the Offering;

(xiv) take all required actions to ensure that the capital structure of the Corporation after giving effect to the Business Combination will be consistent in all respects with the Pro Forma Capital Structure as set out in Schedule "C";

(xv) prepare and file a listing statement in the form prescribed by the CSE (the "**Listing Statement**") prior to the Escrow Deadline, which statement will include historical financial statements for the Corporation and 6th Wave as well as business, operational and management information that complies with all requirements of the CSE and Securities Laws;

(xvi) subject to the completion of the Business Combination, use its commercially reasonable efforts to ensure that the Common Shares (including the Broker Warrant Shares), are, upon the completion of the Business Combination, listed and posted for trading on the CSE;

(xvii) use its commercially reasonable best efforts to maintain its status as a "reporting issuer" (or the equivalent thereof) not in default of the requirements of the Canadian Securities Laws in each of the Designated Jurisdictions, provided that

the foregoing requirement is subject to the obligations of the directors to comply with their fiduciary duties to the Corporation;

(xviii) use its commercially reasonable best efforts to maintain the listing of the Common Shares (including those issuable pursuant to the Offering) on the CSE or such other recognized stock exchange or quotation system as the Agents may approve, acting reasonably, for a period of at least 24 months following the Effective Date, provided that the foregoing requirement is subject to the obligations of the directors to comply with their fiduciary duties to the Corporation;

(xix) immediately prior to the completion of the Business Combination, deliver a certificate signed by such officers as may be acceptable to the Lead Agent, acting reasonably, certifying to the Agents that, after giving effect to the Business Combination, the share structure of the Company will substantially conform to the Pro Forma Capital Structure set out in Schedule "C"; and

(xx) immediately prior to the completion of the Business Combination, deliver a certificate signed by an appropriate officer or officers of the Corporation, addressed to the Agents, certifying that the Corporation is not in breach or default in any material respect of any of its covenants, obligations or representations and warranties under the Subscription Receipt Agreement or this Agreement, except (in the case of this Agreement only) for those breaches or defaults that have been waived by the Lead Agent.

(b) **Covenants of 6th Wave.** 6th Wave hereby covenants to the Agents and to the Purchasers and their permitted assigns, and acknowledges that each of them is relying on such covenants in the purchase of the Offered Securities (including their successors and assigns if applicable) that it will:

(i) allow the Agents and their representatives to conduct all due diligence regarding the 6th Wave which the Agents may reasonably require to be conducted prior to the Closing Date, including making available its senior management, legal counsel and auditors to answer any questions which the Agents may have and to participate in one or more due diligence sessions to be held prior to Closing;

(ii) promptly notify the Lead Agent in writing or disclose to the public if 6th Wave no longer intends to complete the Business Combination prior to the Escrow Deadline; and

(iii) immediately prior to the completion of the Business Combination, deliver a certificate signed by an appropriate officer or officers of the Corporation, addressed to the Agents, certifying that 6th Wave is not in breach or default in any material respect of any of its covenants, obligations or representations and warranties under this Agreement, except for those breaches or defaults that have been waived by the Lead Agent.

(c) **Standstill – Corporation.** Neither the Corporation nor its successors, will directly or indirectly, offer, issue, sell, grant an option or right in respect of, or agree to, announce any intention to, offer, issue, sell, grant an option or right in respect of, or otherwise dispose of, any equity or voting securities of the Corporation or any securities convertible or exchangeable into Common Shares, other than pursuant to (i) the Offering; (ii) the exercise

of the Agent's Option; (iii) the grant or exercise of stock options and other similar issuances pursuant to any stock option plan or similar share compensation arrangements in place prior to the Closing Date; (iv) the Concurrent Offering and the payment of finder's compensation in connection therewith; (v) the Business Combination; or (vi) Common Shares issued in connection with a non-brokered equity financing or financings based on the same or greater valuation as is implied by the current Offering for total gross proceeds of up to $10,000,000 and the issuance of finder's compensation in connection therewith, provided that such holders of Common Shares shall receive a certificate bearing a legend restricting their transfer to a date being the later of (A) the closing of the Business Combination and (B) the expiry of the applicable statutory hold period under Applicable Securities Laws for Securities issued pursuant to the Offering, for a period commencing on the Closing Date and ending four months plus one day following the Closing Date, without the prior written consent of the Lead Agent, such consent not to be unreasonably withheld.

(d) **Standstill – 6th Wave.** Neither the 6th Wave nor its successors, will directly or indirectly, offer, issue, sell, grant an option or right in respect of, or agree to, announce any intention to, offer, issue, sell, grant an option or right in respect of, or otherwise dispose of, any equity or voting securities of 6th Wave or any securities convertible or exchangeable into equity or voting securities of 6th Wave, other than pursuant (i) the grant or exercise of stock options and other similar issuances pursuant to any stock option plan or similar share compensation arrangements in place prior to the Closing Date; or (ii) the Business Combination, for a period commencing on the Closing Date and ending four months plus one day following the Closing Date, without the prior written consent of the Lead Agent, such consent not to be unreasonably withheld.

(e) **Covenants, Certification and Representations and Warranties of the Agents.** Each of the Agents hereby covenants, severally but not jointly, to the Corporation as follows:

(i) it will conduct activities in connection with arranging for Purchasers of the Offered Securities in compliance with Securities Laws and with the securities laws of any other applicable jurisdictions;

(ii) it will not deliver to any prospective Purchaser any document or material which constitutes an offering memorandum under Securities Laws other than the Presentation;

(iii) it will not solicit offers to purchase or sell the Offered Securities so as to require registration thereof or the filing of a prospectus, registration statement or similar disclosure document with respect thereto or so as to create continuing obligations on the part of the Corporation under the laws of any jurisdiction, and it will not solicit offers to purchase or sell the Offered Securities in any jurisdiction outside of Canada where the solicitation or sale of the Offered Securities would result in any statutory ongoing disclosure requirements in such jurisdiction or any registration requirements in such jurisdiction on the part of the Corporation except for the filing of a notice or report of the solicitation or sale;

(iv) other than the Term Sheet and the Presentation, it will not make use of any green sheet or other internal marketing document without the written consent of the Corporation, such consent to be promptly considered and not to be unreasonably withheld; and

(v) it shall obtain from each Purchaser an executed Subscription Agreement, together with all documentation as may be necessary in connection with the distribution of the Offered Securities on a private placement basis; and

(vi) it is acquiring the Broker Warrants and the Broker Warrant Shares and any securities issuable in connection with the Business Combination as principal for its own account and not for the benefit of any other person and it is an "accredited investor" within the meaning of NI 45-106.

4. (a) **Representations and Warranties of the Corporation.** The Corporation represents and warrant to the Agents and to the Purchasers, and acknowledges that each of them is relying upon such representations and warranties in connection with the transactions contemplated by this Agreement, that:

(i) the Corporation is a corporation duly formed and validly existing under the BCBCA and has all requisite corporate power and authority and is duly qualified and no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing its dissolution or winding up;

(ii) the Corporation is currently a "reporting issuer" in the provinces of British Columbia and Alberta and is in compliance, in all material respects, with all of its obligations under Securities Laws, and is not included on a list of defaulting reporting issuers maintained by securities regulatory authorities in any Designed Jurisdictions. Since January 1, 2016, the Corporation has not been the subject of any investigation by any stock exchange or any Securities Regulator, is current with all filings required to be made by it under Securities Laws and other laws, is not aware of any material deficiencies in the filing of any documents or reports with any Securities Regulators and there is no material change relating to the Corporation which has occurred and with respect to which the requisite news release or material change report has not been filed with the Securities Regulators;

(iii) all documents filed by the Corporation under Securities Laws (collectively, the "**Public Record**"), as of their respective dates, were true and correct in all material respects, and did not contain any misrepresentation;

(iv) since January 1, 2016 (i) there has been no material change (actual, anticipated, contemplated or threatened, financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Corporation, taken as a whole, other than as disclosed in the Public Record, (ii) there have been no transactions entered into by the Corporation which are material with respect to the Corporation, taken as a whole, other than those in the ordinary course of business or as disclosed in the Public Record, and (iii) there has been no dividend or distribution of any kind declared, paid or made by the Corporation on any class of its shares;

(v) other than Merger Subco, the Corporation has no direct or indirect material subsidiary or any investment or proposed investment in any Person that is or will be material to the Corporation;

(vi) Merger Subco is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware;

(vii) the Corporation owns, directly or indirectly, all of the issued and outstanding shares of Merger Subco;

(viii) Merger Subco was incorporated on August 24, 2018 and has not carried on any business, acquired any assets or incurred any liabilities, other than pursuant to the Definitive Agreement;

(ix) the Corporation has all requisite corporate power, authority and capacity to enter into each of this Agreement, the Subscription Receipt Agreement, the Subscription Agreements, the Broker Warrants and the Definitive Agreement, to the extent it is a party to such agreements, and to perform the transactions contemplated in such agreements, including, without limitation, to issue the Subscription Receipts, the Subscription Receipt Shares, the Broker Warrants and the Broker Warrant Shares;

(x) the Corporation has conducted and is conducting its business in material compliance with all applicable laws and regulations of each jurisdiction in which it carries on business. The Corporation holds all material requisite licences, registrations, qualifications, permits and consents necessary or appropriate for (A) carrying on its business as now conducted and proposed to be conducted and (B) to own, lease or operate its properties and assets; and all such licences, registrations, qualifications, permits and consents are valid and subsisting and in good standing in all material respects. Without limiting the generality of the foregoing, the Corporation has not received a written notice of non-compliance, nor does it know of, nor have reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits;

(xi) the Corporation is the absolute legal and beneficial owner of, all of the material properties and assets thereof, and no other property or assets are necessary for the conduct of the business of the Corporation as currently conducted. The Corporation does not know of any claim or the basis for any claim that might or could materially and adversely affect the right of the Corporation to use, transfer or otherwise exploit their respective assets, none of the properties (or any interest in, or right to earn an interest in, any property) of the Corporation is subject to any right of first refusal or purchase or acquisition right, and, the Corporation has no responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the property and assets thereof;

(xii) no legal or governmental proceedings or inquiries are pending to which the Corporation is a party or to which the property thereof is subject of which the Corporation has received notice;

(xiii) there are no material actions, suits, judgments, investigations or proceedings of any kind whatsoever outstanding or, to the best of the Corporation's knowledge, pending or threatened against or affecting the Corporation or its directors, officers or employees, at law or in equity or before or by any commission, board, bureau or agency of any kind whatsoever and, to the best of the Corporation's knowledge, there is no basis therefor and the Corporation is not subject to any judgment, order, writ, injunction, decree, award, rule, policy or regulation of any governmental authority;

(xiv) no current or proposed officer or director of the Corporation, nor to the knowledge of the Corporation, any employee of the Corporation, is subject to any limitations or restrictions on their activities or investments, including any non-competition provisions, that would in any way limit or restrict their involvement with the Corporation or the business affairs of the Corporation as now conducted or presently proposed to be conducted;

(xv) the Corporation is not in violation of its constating documents or in default in any material respect in the performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease, licence or other agreement or instrument to which it is a party or by which it or its property or assets may be bound;

(xvi) at the Closing Time, all consents, approvals, permits, authorizations or filings as may be required to be made or obtained by the Corporation under Securities Laws necessary for the execution and delivery of this Agreement, the Subscription Receipt Agreement, the Broker Warrants, the Subscription Agreements, and the creation, issuance and sale, as applicable, of the Offered Securities, the Subscription Receipt Shares and the Broker Warrant Shares and the consummation of the transactions contemplated hereby and thereby will have been made or obtained, as applicable (other than the filing of reports required under applicable Securities Laws within the prescribed time periods, which documents shall be filed as soon as practicable after the applicable Closing Date and, in any event, within such deadline imposed by applicable Securities Laws);

(xvii) the Offered Securities and the Subscription Receipt Shares issuable upon the conversion or exercise, as applicable, of the Subscription Receipts will not be subject to a restricted period or to a statutory hold period under the Securities Laws, other than as described in the Subscription Agreements;

(xviii) the Broker Warrant Shares issuable upon the conversion or exercise, as applicable, of the Broker Warrants will not be subject to a restricted period or to a statutory hold period under the Securities Laws, other than as described in the Broker Warrants;

(xix) each of the execution and delivery of this Agreement, the Subscription Receipt Agreement, the Broker Warrants, and the Subscription Agreements the performance by the Corporation of its obligations hereunder or thereunder, the issue and sale of the Offered Securities hereunder and the consummation of the transactions contemplated in this Agreement, including the issuance and delivery of the Subscription Receipt Shares and the Broker Warrants do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both): (A) any statute, rule or regulation applicable to the Corporation including, without limitation, the Securities Laws; (B) the constating documents, by-laws or resolutions of the Corporation which are in effect at the date of this Agreement; (C) any mortgage, note, indenture, contract, agreement, instrument, lease or other document to which the Corporation is a party or by which it is bound; or (D) any judgment, decree or order binding the Corporation or the property or assets of the Corporation;

(xx) at the Closing Time, each of this Agreement, the Subscription Agreements, the Broker Warrants, the Subscription Receipt Agreement and the Definitive Agreement, shall have been duly authorized and executed and delivered by the Corporation and upon such execution and delivery each shall constitute a valid and binding obligation of the Corporation and each shall be enforceable against the Corporation in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law;

(xxi) at the Closing Time, all necessary corporate action will have been taken by the Corporation to authorize the issuance of the Offered Securities and to authorize, reserve and allot for issuance the Subscription Receipt Shares, as fully paid and non-assessable, upon the conversion of the Subscription Receipts. Upon occurrence of the Release Conditions, the Subscription Receipt Shares will be validly issued as fully-paid and non-assessable shares in the capital of the Corporation. The Subscription Receipts, the Subscription Receipt Shares and the Broker Warrants shall have the attributes corresponding in all material respects to the description thereof set forth in the Subscription Agreement, the Subscription Receipt Agreement and this Agreement;

(xxii) at the Closing Time, all necessary corporate action will have been taken by the Corporation to authorize the issuance of the Broker Warrants and to authorize, reserve and allot for issuance the Broker Warrant Shares, as fully paid and non-assessable, upon the conversion of the Broker Warrants;

(xxiii) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of the Corporation, are pending, contemplated or threatened by any regulatory authority;

(xxiv) the Atom Energy Financial Statements have been prepared in accordance with IFRS, contain no misrepresentations and present fairly, in all material respects, the financial condition of the Corporation as at the date thereof and the results of the operations and cash flows of the Corporation for the period then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation that are required to be disclosed in such financial statements and there has been no material change in the financial condition, results of operations or accounting policies or practices of the Corporation since August 31, 2018, except as disclosed in the Public Record;

(xxv) there are no liabilities of the Corporation whether direct, indirect, absolute, contingent or otherwise required to be disclosed in the Atom Energy Financial Statements which are not disclosed or reflected in the Atom Energy Financial Statements;

(xxvi) as at July 25, 2019, the Corporation has not incurred and is not committed to any material decommissioning or remediation obligations or environmental liabilities in respect of any mineral exploration properties;

(xxvii) the Corporation maintains a system of internal control over financial reporting to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS and maintains a system of disclosure controls and procedures that is designed to provide reasonable assurances that information required to be disclosed by the Corporation under Canadian Securities Laws is recorded, processed, summarized and reported within the time periods specified under Canadian Securities Laws and to ensure that information required to be disclosed by the Corporation under Canadian Securities Laws is accumulated and communicated to the Corporation's management, including its Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure;

(xxviii) the Corporation's auditors are, and were during the period covered by their reports, independent with respect to the Corporation in accordance with the rules of professional conduct applicable to auditors in Canada and applicable Canadian Securities Laws, and there has not been any reportable disagreement (within the meaning of NI 51-102) with such auditors with respect to audits of the Corporation;

(xxix) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by the Corporation have been paid;

(xxx) the Corporation is not party to any agreement, nor is the Corporation aware of any agreement, which in any manner affects the voting control of any of the securities of the Corporation;

(xxxi) there is no agreement, plan or practice relating to the payment of any management, consulting service or other fee or any bonus, pensions, shares of profits or retirement allowance, insurance, health or other employee benefit other than in the ordinary course of the business of the Corporation;

(xxxii) none of the directors, officers or employees of the Corporation or any associate or affiliate of any of the foregoing has any material interest, direct or indirect, in any material transaction with any member of the Corporation that materially affects, is material to or will materially affect the Corporation;

(xxxiii) the Corporation is not a party to, bound by or, to the knowledge of the Corporation, affected by any commitment, agreement or document containing any covenant which expressly and materially limits the freedom of the Corporation to compete in any line of business, transfer or move any of its respective assets or operations or which adversely materially affects the business practices, operations or condition of the Corporation;

(xxxiv) (i) the Corporation is not in material violation of any applicable federal, state, provincial, municipal or local laws, regulations, orders, government decrees or ordinances with respect to environmental, health or safety matters (collectively, "**Environmental Laws**"), including without limitation laws relating to the processing, use, treatment, storage, disposal, discharge, transport or handling of any pollutants, contaminants, chemicals or industrial, toxic or hazardous wastes or substance ("**Hazardous Substances**"); (ii) the Corporation has obtained all material licenses, permits, approvals, consents, certificates, registrations and other authorizations under all applicable Environmental Laws (the "**Environmental Permits**") necessary as at the date hereof for the operation of the businesses carried on by the Corporation and to the knowledge of the Corporation, the Corporation is not in default or breach of any Environmental Permit which would have a Material Adverse Effect, and no proceeding is pending or, to the knowledge of the Corporation threatened, to revoke or limit any Environmental Permit; (iii) the Corporation has not used, except in material compliance with all Environmental Laws and Environmental Permits, and other than as may be incidental to mineral resource exploration, development, mining, recovery, processing or milling, any property or facility which it owns or leases or previously owned or leased, to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Substance; (iv) the Corporation has not received any notice of, or been prosecuted for an offence alleging, non-compliance with any Environmental Law that would have a Material Adverse Effect; (v) to the knowledge of the Corporation there are no orders or directions relating to environmental matters requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Corporation, nor has the Corporation received notice of any of the same; (vi) the Corporation has not received any notice wherein it is alleged or stated that the Corporation is potentially responsible for a federal, provincial, territorial, state, municipal or local clean-up site or corrective action under any Environmental Laws; and (vii) the Corporation has not received any request for information in connection with any federal, provincial, territorial, state, municipal or local inquiries as to disposal sites;

(xxxv) the authorized capital of the Corporation consists of an unlimited number of Common Shares, of which 38,693,765 Common Shares are issued and outstanding as fully paid and non-assessable shares in the capital of the Corporation as of the date of this Agreement. Other than the Offered Securities and Subscription Receipts issued pursuant to the Concurrent Financing, there are no outstanding rights, warrants, options, convertible debt or any other securities or rights capable of being converted into, or exchanged or exercised for, any Common Shares or other securities of the Corporation other than options to purchase up to 2,750,000 Common Shares;

(xxxvi) upon completion of the Business Combination, the issued and outstanding share capital or outstanding ownership interests, of the Corporation will be substantially as set out in the Pro Forma Capital Structure;

(xxxvii) to the knowledge of the Corporation, the representations and warranties of the Corporation and Merger Subco in the Definitive Agreement, a true copy of which has been provided to the Agents, are true and correct in all material respects or in all respects if already qualified by materiality as of the date of this Agreement, unless such representation or warranty was provided as of a particular date, in

which case it shall have been true and correct in all material respects or in all respects if already qualified by materiality as of such date;

(xxxviii) the Definitive Agreement has not been amended nor have any terms and conditions thereof been waived in any material respect, other than as disclosed in writing to the Agents;

(xxxix) the Corporation occupies the Leased Premises and has the exclusive right to occupy and use the Leased Premises and each of the leases pursuant to which the Corporation occupies the Leased Premises is in good standing and in full force and effect. The performance of obligations pursuant to and in compliance with the terms of this Agreement and the completion of the transactions described herein and the Definitive Agreement, will not afford any of the parties to such leases or any other person the right to terminate such leases or result in any additional or more onerous obligations under such leases;

(xl) the Corporation is in material compliance with all laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages;

(xli) the Subscription Receipt Agent, at its principal office at 510 Burrard Street in the City of Vancouver, British Columbia has been duly appointed as the subscription receipt agent in respect of the Subscription Receipts;

(xlii) the issue of the Subscription Receipts, the Subscription Receipt Shares, the Broker Warrants or the Broker Warrant Shares will not be subject to any pre-emptive right or other contractual right to purchase securities granted by the Corporation;

(xliii) the Presentation did not as at the date it was provided to Purchasers, and does not at the date hereof, contain any misrepresentation, and all forecasts, budgets or projections set forth in the Presentation were prepared in good faith, disclosed all relevant material assumptions and contain reasonable estimates of the prospects of the business. The Presentation complies in all material respects with Securities Laws;

(xliv) the Corporation has a reasonable basis for disclosing any forward-looking information contained in the Presentation and is not, as of the date hereof, required to update any such forward looking information pursuant to NI 51-102, and such forward looking information contained in the Presentation reflects the best currently available estimates and good faith judgments of the management of the Corporation, as the case may be, as to the matters covered thereby;

(xlv) all information which has been prepared by the Corporation relating to the Corporation and made available to the Agents, was, as of the date of such information and is as of the date hereof, true and correct in all material respects, taken as a whole, does not contain a misrepresentation and no fact or facts have been omitted therefrom which would make such information materially misleading;

(xlvi) none of the Corporation or, any employee or agent thereof, has made any unlawful contribution or other payment to any official of, or candidate for, any federal, state,

provincial or foreign office, or failed to disclose fully any contribution, in violation of any law, or made any payment to any official in any jurisdiction, or other Person charged with similar public or quasi-public duties, other than payments required or permitted by applicable laws;

(xlvii) the minute books and corporate records of the Corporation for the period from January 1, 2016 to the date hereof made available to the Agents contain copies of all proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders and the directors (or any committee thereof) thereof and there have been no other meetings, resolutions or proceedings of the shareholders or directors of the Corporation from January 1, 2016 to the date of this Agreement not reflected in such corporate records, other than those which are not material to the Corporation, as the case may be;

(xlviii) the Corporation is not aware of any facts or circumstances that would cause it to believe that (A) the Business Combination will not be completed on or before the Escrow Deadline, (B) the Business Combination will not be completed in accordance with the Definitive Agreement, or (C) the Definitive Agreement will be terminated;

(xlix) other than the Agents, there is no Person acting or purporting to act at the request or on behalf of the Corporation that is entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated by this Agreement or the Definitive Agreement; and

(l) the Corporation has not withheld from the Agents any material fact relating to the Corporation.

(b) **Representations and Warranties of 6th Wave.** 6th Wave hereby makes the representations and warranties made to the Corporation in Article 4 of the Definitive Agreement to the Agents and the Purchasers, and acknowledges that the Agents are relying on same in entering into this Agreement. Such representations and warranties shall survive the Closing and notwithstanding such Closing or any investigation made by or on behalf of the Agents or the Purchasers with respect thereto, shall continue in full force and effect for the benefit of the Agents and the Purchasers for the same period that the Corporation has the benefit of such representations and warranties under the Definitive Agreement. 6th Wave also represents and warrants to the Agents and to the Purchasers, and acknowledges that each of them is relying upon such representations and warranties in connection with the transactions contemplated by this Agreement, that:

(i) at the Closing Time, this Agreement shall have been duly authorized and executed and delivered by 6th Wave and upon such execution and delivery shall constitute a valid and binding obligation of 6th Wave and shall be enforceable against 6th Wave in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law; and

(ii) there is no fact known to 6th Wave which 6th Wave has not disclosed to the Agents which would result in a Material Adverse Effect.

(c) **Representations, Warranties and Covenants of the Agents.** Each of the Agents hereby severally and not jointly represents, warrants and covenants to the Corporation, and acknowledges that the Corporation is relying upon such representations and warranties in connection with the completion of the Offering, that with respect to itself:

(i) such Agent is duly incorporated and is in good standing in its jurisdiction of incorporation, has all requisite corporate power and authority to enter into and carry out its obligations under this Agreement, and, if applicable, the Subscription Receipt Agreement, and is duly licensed and registered in accordance with applicable Securities Laws;

(ii) in respect of the offer and sale of the Offered Securities, such Agent has complied and will comply with all Securities Laws and all applicable laws of the jurisdictions outside Canada in which it offers the Offered Securities;

(iii) such Agent, and each person appointed by it as its agent to assist in the Offering, is to the extent legally required, registered under the applicable securities laws of the Designated Jurisdictions so as to permit it to lawfully fulfil its obligations hereunder;

(iv) such Agent and its representatives have not engaged in or authorized, and will not engage in or authorize Directed Selling Efforts with respect to the offer and sale of the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons, and have not engaged in or authorized, and will not engage in or authorize, any form of General Solicitation or General Advertising in connection with or in respect of the Offered Securities; and

(v) such Agent will use its commercially reasonable best efforts to obtain a duly completed and executed Subscription Agreement and all applicable undertakings and other forms required under Securities Laws from each Purchaser.

5. **Closing Deliveries.** The purchase and sale of the Offered Securities shall be completed at the Closing Time at the offices of Stewart McKelvey in Halifax, Nova Scotia or at such other place as PI and the Corporation may agree upon in writing. At the Closing Time, the Corporation shall, subject to the provisions of Section 6, issue the Offered Securities by way of book-entry securities in accordance with the "non-certificated inventory" rules and procedures of CDS, and shall direct CDS to credit the Subscription Receipts to the accounts of participants of CDS as designated by PI, against payment to the Subscription Receipt Agent of the aggregate Issue Price therefor (less the amounts payable to the Agents provided in Section 9 which PI will deduct from the proceeds to be paid to the Subscription Receipt Agent), in lawful money of Canada by electronic money transfer; provided that, at the request of the Lead Agent, the Corporation shall cause the Subscription Receipt Agent to deliver physical certificates to such Purchasers as the Lead Agent may direct; provided further that the Offered Securities issuable to U.S. Accredited Investors shall be issued in a certificated form registered in the name of each individual Purchaser in the United States. The Escrowed Funds shall be released upon the satisfaction of the Release Conditions in accordance with the Subscription Receipt Agreement. The Corporation shall cause all physical certificates being delivered at the Closing Time, including the Broker Warrants, to be delivered to PI in Vancouver, British Columbia. The Agents and the Corporation may discharge their payment obligations under this section by delivery of certified cheques or bank drafts from the Agents to the Subscription Receipt Agent,

or by electronic money transfer equal to the aggregate Issue Price for the Subscription Receipts issued under the Offering.

6. **Closing Conditions.** The obligations of the Agents and the Purchasers to complete the Offering shall be conditional upon the fulfilment at or before the Closing Time of the following conditions:

(a) the Agents shall have received a certificate, dated as of the Closing Date, signed by the Chief Executive Officer and the Chief Financial Officer of each of the Corporation and 6th Wave, or such other officers as the Lead Agent may agree, certifying for and on behalf of the Corporation and 6th Wave, as the case may be (without personal liability), to the best of their knowledge, information and belief, after due inquiry, that:

(i) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation and 6th Wave, as the case may be or prohibiting the issue and sale of the Subscription Receipts or any of the Corporation's and 6th Wave's issued securities, as the case may be, has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or are contemplated or threatened by any regulatory authority;

(ii) since December 31, 2018, (A) there has been no Material Adverse Change (actual, proposed or prospective, whether financial or otherwise) in the business, prospects, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Corporation and 6th Wave, as the case may be, and (B) no material transactions have been entered into by the Corporation and 6th Wave, as the case may be, other than in the ordinary course of business or as disclosed in the Public Record;

(iii) the Corporation and 6th Wave have complied in all material respects (except where already qualified by a materiality qualification, in which case the Corporation and 6th Wave, as the case may be, have complied in all respects) with all the covenants and satisfied in all material respects (except where already qualified by a materiality qualification, in which case the Corporation and 6th Wave, as the case may be, have satisfied in all respects) all covenants, the terms and conditions of this Agreement, the Subscription Agreements and the Subscription Receipt Agreement, on its part to be complied with and satisfied at or prior to the Closing Time;

(iv) the representations and warranties of the Corporation and 6th Wave, as the case may be, contained in this Agreement and any certificate of the Corporation and 6th Wave, as the case may be, delivered hereunder are true and correct in all material respects (or, in the case of any representation or warranty containing a materiality qualification, in all respects) as at the Closing Time, with the same force and effect as if made on and as at the Closing Time; and

(v) the Corporation has made and/or obtained on or prior to the Closing Time, all necessary filings, approvals, consents and acceptances of applicable regulatory authorities and under any applicable agreement or document to which the Corporation is party or by which it is bound, required for the execution and delivery of this Agreement and the Subscription Agreements, the offering and sale of the Subscription Receipts and the consummation of the other transactions

contemplated by this Agreement (subject to completion of filings with certain regulatory authorities following the Closing Date);

(b) the Agents shall have received a certificate dated the Closing Date, signed by an appropriate officer or officers of the Corporation and 6th Wave (in each case, without personal liability) addressed to the Agents, with respect to the articles by-laws and other constating documents of the Corporation and 6th Wave, as the case may be, all resolutions of the Corporation's and 6th Wave's board of directors, as the case may be, relating to this Agreement, the Subscription Receipt Agreement, the Subscription Agreements, the Offered Securities, the Subscription Receipt Shares, the Broker Warrants, the Broker Warrant Shares and otherwise pertaining to the purchase and sale of the Offered Securities and the transactions contemplated hereby and thereby, the incumbency and specimen signatures of signing officers;

(c) the Agents shall have received a certificate of compliance (or equivalent) with respect to the jurisdiction in which the Corporation and 6th Wave is in existence, as the case may be;

(d) the Agents shall have received satisfactory evidence that all requisite approvals have been obtained by the Corporation in order to complete the Offering and the Concurrent Financing;

(e) the Subscription Agreements, the Subscription Receipt Agreement and the Broker Warrants shall have been executed and delivered by the Corporation in form and substance satisfactory to the Agents, acting reasonably;

(f) the Agents shall have received a certificate from the Corporation's transfer agent as to the number of common shares of the Corporation issued and outstanding as at a date not more than two Business Days prior to the Closing Date;

(g) the Agents shall have received legal opinions addressed to the Agents and the Purchasers, in form and substance satisfactory to the Agents, acting reasonably, dated as of the applicable Closing Date, from counsel to the Corporation, and where appropriate, counsel in the other Designated Jurisdictions, which counsel in turn may rely, as to matters of fact, on certificates of public officials and officers of the Corporation, as appropriate, with respect to the following matters:

(i) as to the incorporation and valid existence of the Corporation under the BCBCA;

(ii) as to the authorized and issued capital of the Corporation;

(iii) that the Corporation is a reporting issuer under applicable Securities Laws in each of the provinces of British Columbia and Alberta and is not on the list of defaulting issuers maintained under such legislation;

(iv) the corporate power, capacity and authority of the Corporation to carry on its business as presently carried on and to own, lease and operate its properties and assets and, solely in respect of the Corporation, to carry out its obligations under this Agreement, the Definitive Agreement, the Subscription Receipt Agreement, the Offered Securities, the Subscription Agreements, the Broker Warrants and to issue the Offered Securities and the Broker Warrants;

(v) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of this Agreement, the Subscription Agreements, the Broker Warrants, the Definitive Agreement, and the Subscription Receipt Agreement, the performance by the Corporation of its obligations hereunder and thereunder and the issuance of the Offered Securities and the Broker Warrants;

(vi) each of this Agreement, the Subscription Agreements, the Broker Warrants and the Subscription Receipt Agreement, has been duly authorized and executed and delivered by the Corporation and constitutes a valid and legally binding agreement of the Corporation enforceable against it in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law;

(vii) the execution and delivery of this Agreement, the Broker Warrants, the Subscription Agreements, the Definitive Agreement and the Subscription Receipt Agreement, the performance by the Corporation of its obligations hereunder and thereunder and the issuance and sale of the Offered Securities does not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, whether after notice or lapse of time or both, (A) the BCBCA; and (B) the constating documents of the Corporation;

(viii) the Offered Securities and Broker Warrants have been validly created, executed (if issued in certificated form) and issued by the Corporation;

(ix) the Subscription Receipt Shares have been authorized and reserved for issuance to the Purchasers and, upon their issuance in accordance with the terms of the Subscription Receipt Agreement, will have been validly issued as fully paid and non-assessable shares in the capital of the Corporation;

(x) the Broker Warrant Shares have been authorized and reserved for issuance and, upon their issuance in accordance with the terms of the Broker Warrants, will have been validly issued as fully paid and non-assessable shares in the capital of the Corporation;

(xi) the issuance and sale by the Corporation of the Offered Securities to the Purchasers resident in the Designated Jurisdictions other than Quebec in accordance with the terms of the Subscription Agreements and the Broker Warrants to the Agents in accordance with the terms of this Agreement, are exempt from the prospectus requirements of applicable Securities Laws and no documents are required to be filed, no proceedings are required to be taken and no approvals, permits, consents or authorizations are required to be obtained by the Corporation under applicable Securities Laws to permit such issuance and sale, subject only to the filing of the requisite forms under applicable Securities Laws;

(xii) the issuance of the Subscription Receipt Shares and the Broker Warrant Shares is or will be exempt from the prospectus requirements of applicable Securities Laws of the Designated Jurisdictions and no documents are required to be filed, no

proceedings are required to be taken and no approvals, permits, consents or authorizations are required to be obtained by the Corporation under applicable Securities Laws of the Designated Jurisdictions to permit such issuance and sale; and

(xiii) the first trade in the Common Shares issued to holders of Subscription Receipts and the Broker Warrant Shares issuable upon the exercise of the Broker Warrants being exempt from the prospectus requirements of applicable Securities Laws and no prospectus, offering memorandum or other document is required to be filed, no proceeding is required to be taken and no approval, permit, consent or authorization of regulatory authorities is required to be obtained by the Corporation under applicable Securities Laws to permit such trade through registrants registered under applicable Securities Laws who have complied with such laws and the terms and conditions of their registration, provided that at the time of such trade;

(A) the Corporation is and has been a reporting issuer in a jurisdiction of Canada for the four months immediately preceding the trade;

(B) at the time of the first trade, at least four months have elapsed from the "distribution date" (as such term is defined in NI 45-102) of the applicable security;

(C) the certificates representing the securities that are the subject of the trade were issued with a legend stating the prescribed restricted period in accordance with Section 2.5(2)3(i) of NI 4-102 or if the securities are entered into a direct registration or other electronic book entry system, or if the purchaser did not directly receive a certificate representing the security, the purchaser received written notice containing the legend restriction notation set out in Section 2.5(2)3(i) of NI 45-102;

(D) the trade is not a "control distribution" (as defined in NI 45 102);

(E) no unusual effort is made to prepare the market or to create a demand for the security that is the subject of the trade;

(F) no extraordinary commission or consideration is paid to a person or company in respect of the trade; and

(G) if the selling security holder is an insider or officer of the Corporation, the selling securityholder has no reasonable grounds to believe that the Corporation is in default of "securities legislation" (as defined in National Instrument 14 101 – *Definitions and Interpretation*);

(xiv) the Subscription Receipt Agent, at its principal office at 510 Burrard Street in Vancouver, British Columbia has been duly appointed as the subscription receipt agent in respect of the Subscription Receipts; and

(xv) Computershare Investor Services Inc., at its principal office at 510 Burrard Street Vancouver, British Columbia has been duly appointed as registrar and transfer agent for the Common Shares;

(h) if any Offered Securities are being sold to persons in the United States or to, or for the account or benefit of, U.S. Persons pursuant to Schedule "A" to this Agreement, the Agents shall have received an opinion from U.S. legal counsel to the Corporation, in form and substance reasonably satisfactory to the Agents, to the effect that registration under the U.S. Securities Act is not required in connection with the offer and sale of the Offered Securities;

(i) the Agents shall have been satisfied, in their sole discretion, with the results of their due diligence review of each of the Corporation and 6th Wave and their respective businesses, operations and financial conditions and market conditions at the Closing Time; and

(j) except as agreed to by the Lead Agent, the individuals listed on Schedule "B" shall have delivered to the Agents a signed copy of the Lock-up Undertakings contemplated in Section 3(a)(ix) of this Agreement.

7. **Rights of Termination.** The Agents (or any one of them) shall be entitled to terminate their obligations hereunder by written notice to that effect given to the Corporation at or prior to the Closing Time if:

(a) *Material change out* – there shall have occurred any material change or change in a material fact or a material adverse change or effect on the business or affairs of the Corporation or 6th Wave, or the Agents shall discover any previously undisclosed material fact which in the reasonable opinion of the Agents (or any one of them) would be expected to have a Material Adverse Effect on the market price or value of the securities of the Corporation or 6th Wave (including the Subscription Receipts and the Common Shares to be issued pursuant to the terms of this Agreement and the Definitive Agreement);

(b) *Litigation or regulatory out* – any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is commenced, announced or threatened in relation to the Corporation or 6th Wave or any one of the officers or directors or principal shareholders of the Corporation or 6th Wave or their respective subsidiaries where wrong-doing is alleged or any order is issued under or pursuant to any statute of Canada or any province thereof or any statute of the United States or any state thereof or any other governmental department, commission, board, bureau, agency or instrumentality;

(c) *Disaster out* – there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence or catastrophe, war or act of terrorism of national or international consequence or any new or change in any law or regulation which, in the opinion of the Agents (or any one of them), acting reasonably, materially adversely affects or involves, or will materially adversely affect or involve, the financial markets or the business, operations or affairs of the Corporation or 6th Wave and their respective subsidiaries, taken as a whole or the market price or value of the securities of the Corporation or 6th Wave;

(d) *Cease-trade out* - any order, action, proceeding or cease trading order which operates to prevent or restrict the trading of the Subscription Receipts or Subscription Receipt Shares or any other securities of the Corporation or 6th Wave is made or threatened by a securities regulatory authority;

(e) *Market out* – the state of the Canadian, U.S. or international financial markets is such that, in the reasonable opinion of the Agents (or any one of them), the Subscription Receipts cannot be profitably marketed;

(f) *Due diligence out* – the Lead Agent is not satisfied, in its sole discretion, acting reasonably, with the completion of its due diligence investigations of the Corporation or 6th Wave; or

(g) *Material Breach* – the Corporation or 6th Wave is in breach of a material term, condition or covenant of this Agreement or any representation or warranty given by the Corporation or 6th Wave in this Agreement becomes or is false in any material respect.

Each of the Corporation or 6th Wave agrees that the conditions contained in Section 7 will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Corporation or 6th Wave, and each of the Corporation or 6th Wave will use its commercially reasonable efforts to cause all such conditions to be complied with. Any material breach or failure to comply with any of the conditions set out in Section 7 shall entitle the Agents (or any one of them) to terminate their obligation under this Agreement by written notice to that effect given to the Corporation or 6th Wave at or prior to the Closing Time. It is understood that the Agents may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to the rights of the Agents in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Agents any such waiver or extension must be in writing and signed by the Lead Agent.

8. **Exercise of Termination Right.** The rights of termination contained in Section 7 may be exercised by the Lead Agent, or, where specified, any Agent acting alone and are in addition to any other rights or remedies the Agents or any of them may have in respect of any of the matters contemplated by this Agreement or otherwise. Any such termination shall not discharge or otherwise affect any obligation or liability of the Corporation or 6th Wave provided herein or prejudice any other rights or remedies any party may have as a result of any breach, default or non-compliance by any other party. If the obligations of an Agent are terminated under this Agreement pursuant to the termination rights provided for in Section 7, the Corporation's or 6th Wave's liabilities to that Agent shall be limited to the Corporation's obligations under the indemnity, contribution and expense provisions of this Agreement.

9. **Agents' Fee.**

(a) As consideration for the Agents' services in connection with the issue and sale of the Offered Securities under the terms of this Agreement, the Corporation agrees to: (i) pay to the Agents a cash commission equal to the aggregate of 7.0% of the gross proceeds from the sale of the Offered Securities (the "**Agents' Commission**") and (ii) issue to the Agents non-transferable broker warrants of the Corporation (the "**Broker Warrants**") equal to 7.0% of the number of Subscription Receipts sold pursuant to the Offering. Each Broker Warrant shall be exercisable to acquire one Common Share at the Issue Price for a period of two years after the Escrow Release Date. The Corporation also agrees to pay to the Agents a corporate finance fee of consisting of $1,993.32 (inclusive of HST) (together with the Agents' Commission, the "**Agents' Fee**") and 2,352 Broker Warrants. Each Agent acknowledges that none of the Broker Warrants or the Common Shares issuable upon exercise thereof have been registered under the U.S. Securities Act or the securities laws of any state of the United States. In connection with the issuance of the Broker Warrants and the Common Shares issuable upon exercise thereof, each of the Agents represents, warrants, and covenants that it is acquiring the Broker Warrants and will acquire such underlying Common Shares as principal for its own account and not for the benefit of any other person. Each Agent represents, warrants, and covenants that (i) it is not a U.S. Person

and is not acquiring the Broker Warrants in the United States, or on behalf of a U.S. Person or a person located in the United States; and (ii) this Agreement was executed and delivered outside the United States. Each Agent acknowledges and agrees that the Broker Warrants may not be exercised in the United States or by or on behalf or for the benefit of a U.S. Person or a person in the United States, unless such exercise is exempt from registration under the U.S. Securities Act and applicable U.S. state securities laws. Each Agent agrees that it will not engage in any Directed Selling Efforts with respect to any Broker Warrants or Common Shares issuable upon exercise of the Broker Warrants, and will not offer or sell any Broker Warrants or such Common Shares in the United States except in compliance with an exemption from the registration requirements of the U.S. Securities Act and all applicable U.S. state securities laws.

(b) A total of 50% of the Agents' Fee shall be paid by bank draft, wire transfer or certified cheque to PI on the Closing Date and the balance of the Agents' Fee shall be paid by bank draft, wire transfer or certified cheque to PI on the date of the Escrow Release Certificate. If the Escrow Release Certificate is not delivered prior to the Escrow Deadline and the Escrowed Proceeds are refunded to Purchasers, the unpaid balance of the Agents' Fee (and which form part of the Escrowed Funds) will not be earned and will not be payable by the Corporation to the Agents.

(c) If the Corporation or 6th Wave agrees to pay a commission or fee to anyone other than pursuant to this Agreement (including without limitation any other financial advisor), such commission or fee shall be for the Corporation's account and shall not reduce the amount payable to the Agents under this Agreement.

10. **Expenses.** Whether or not the Offering shall be completed, the Corporation shall pay all costs and expenses of the Offering, including but not limited to, fees and disbursements of accountants and auditors, technical consultants, translators and other applicable experts; all costs and expenses related to roadshows and marketing activities, printing, filing, issue, sale, and distribution, stock exchange approval and other regulatory compliance; other out-of-pocket expenses of the Agents (the "**Agents' Expenses**") (including, but not limited to, travel expenses, expenses incurred in connection with due diligence and marketing activities, and fees and disbursements of the Agents' Canadian and U.S. legal counsel) and all taxes payable in respect of any of the foregoing. Notwithstanding the foregoing, the fees and disbursements of the Agents' legal counsel shall not exceed $90,000 (excluding disbursements and applicable taxes).

11. **Survival.** All terms, warranties, representations, covenants and agreements herein contained or contained in any documents delivered pursuant to this Agreement shall survive the issue and sale of the Offered Securities and continue in full force and effect for the benefit of the Agents, the Purchasers, the Corporation and/or 6th Wave regardless of the Closing of the Offering and of any investigations carried out by the Agents or on their behalf and shall not be limited or prejudiced by any investigation made by or on behalf of the Agents in connection with the issue and sale of the Offered Securities or otherwise for a period ending on the date that is two years following the Closing Date; provided that the provisions contained in this Agreement in any way related to indemnification or the contribution obligations, including without limitation those contained in Section 12, shall survive and continue in full force and effect, indefinitely. In this regard, the Agents shall act as trustees for the Purchasers and accept these trusts and shall hold and enforce such rights on behalf of the Purchasers.

12. **Indemnity by the Corporation.** The Corporation agrees to indemnify and hold harmless the Agents, each of their subsidiaries and affiliates and each of their directors, officers, employees, partners, agents, shareholders, each other person, if any, controlling an Agent, or any of its subsidiaries and affiliates (collectively, the "**Indemnified Parties**" and individually, an "**Indemnified Party**"), from and against any

and all losses, expenses, claims (including shareholder actions, derivative or otherwise), actions, damages and liabilities, joint or several, including without limitation the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of their counsel but not including any amount for lost profits (collectively, the "**Losses**") that may be suffered by, imposed upon or asserted against an Indemnified Party as a result of, in respect of, connected with or arising out of any action, suit, proceeding, investigation or claim that may be made or threatened by any person or in enforcing this indemnity (collectively the "**Claims**") insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the Agents' engagement under this Agreement and the Engagement Letter, the Offering, or the Business Combination, including, without limitation, as a result of any breach of a representation, warranty or covenant by the Corporation and/or 6th Wave, as a result of a misrepresentation in the Presentation by the Corporation and/or 6th Wave or any breach of Securities Laws or other applicable laws by the Corporation and/or 6th Wave, whether arising from actions occurring before or after the execution of this Agreement. The Corporation agrees to waive any right the Corporation may have of first requiring an Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity. The Corporation also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Corporation or any person asserting Claims on behalf of or in right of the Corporation for or in connection with the Offering or the Business Combination (whether arising from actions occurring before or after the execution of this Agreement). The Corporation will not, without the prior written consent of the Agents, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any Claim in respect of which indemnification may be sought under this indemnity unless the Corporation has acknowledged in writing that the Indemnified Parties are entitled to be indemnified in respect of such Claim and such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Party from any liabilities arising out of such Claim without any admission of negligence, misconduct, liability or responsibility by or on behalf of any Indemnified Party.

Promptly after receiving notice of a Claim against any Agent or any other Indemnified Party or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Corporation, any Agent or any such other Indemnified Party will notify the Corporation in writing of the particulars thereof, provided that the omission to so notify the Corporation shall not relieve the Corporation of any liability which the Corporation may have to any Indemnified Party unless (and only to the extent that) such failure results in forfeiture by the Corporation of substantive rights or defences. The Corporation shall have 14 days after receipt of the notice to undertake, conduct and control, through counsel of their own choosing and at their own expense, the settlement or defense of the Claim. If the Corporation undertakes, conducts or controls the settlement or defense of the Claim, the relevant Indemnified Parties shall have the right to participate in the settlement or defense of the Claim.

The Corporation also agrees to reimburse any Agent for the time spent by its personnel in connection with any Claim at their normal per diem rates. The Agents may retain counsel to separately represent the Agents in the defense of a Claim, which shall be at the Corporation's expense if (i) the Corporation promptly assumes the defense of the Claim no later than 14 days after receiving actual notice of the Claim (as set forth above), (ii) the Corporation agrees to separate representation of the Agents, or (iii) the Agents are advised by counsel that there is an actual or potential conflict in the Corporation's and the Agents' respective interests or additional defenses are available to the Agents, which makes representation by the same counsel inappropriate.

The foregoing indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable has determined that such Losses to which the Indemnified Party

may be subject were caused primarily by the gross negligence, intentional fault, fraud or willful misconduct of the Indemnified Party or a breach of this Agreement by the Indemnified Party.

If for any reason the foregoing indemnity is unavailable (other than in accordance with the terms hereof) to the Agents or any other Indemnified Party or insufficient to hold the Agents or any other Indemnified Party harmless in respect of a Claim, the Corporation shall contribute to the amount paid or payable by the Agents or the other Indemnified Party as a result of such Claim in such proportion as is appropriate to reflect not only the relative benefits received by the Corporation on the one hand and the Agents or any other Indemnified Party on the other hand but also the relative fault of the Corporation, the Agents and any other Indemnified Party as well as any relevant equitable considerations; provided that the Corporation shall contribute to the amount paid or payable by the Agents or any other Indemnified Party as a result of such Claim any excess of such amount over the amount of the fees received by the Agents under this Agreement.

The Corporation constitutes PI as trustee for each of the other Indemnified Parties that are not parties to this Agreement of the Corporation's covenants under this indemnity with respect to those persons and PI agrees to accept that trust and to hold and enforce those covenants on behalf of those persons.

The obligations of the Corporation hereunder are in addition to any liabilities which the Corporation may otherwise have to the Agents or any other Indemnified Party.

13. **Indemnity by 6th Wave.** 6th Wave agrees to indemnify and hold harmless the Agents and any other Indemnified Party from and against any and all Losses that may be suffered by, imposed upon or asserted against an Indemnified Party as a result of, in respect of, connected with or arising out of any Claims insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the Agents' engagement under this Agreement, the Offering, or the Business Combination, including, without limitation, as a result of any breach of a representation, warranty or covenant by 6th Wave, as a result of a misrepresentation in the Presentation or any breach of Securities Laws or other applicable laws, whether arising from actions occurring before or after the execution of this Agreement. 6th Wave agrees to waive any right 6th Wave may have of first requiring an Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity. 6th Wave also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to 6th Wave or any person asserting Claims on behalf of or in right of 6th Wave for or in connection with the Offering or the Business Combination (whether arising from actions occurring before or after the execution of this Agreement). 6th Wave will not, without the prior written consent of the Agents, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any Claim in respect of which indemnification may be sought under this indemnity unless 6th Wave has acknowledged in writing that the Indemnified Parties are entitled to be indemnified in respect of such Claim and such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Party from any liabilities arising out of such Claim without any admission of negligence, misconduct, liability or responsibility by or on behalf of any Indemnified Party.

Promptly after receiving notice of a Claim against any Agent or any other Indemnified Party or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from 6th Wave, any Agent or any such other Indemnified Party will notify 6th Wave in writing of the particulars thereof, provided that the omission to so notify 6th Wave shall not relieve 6th Wave of any liability which 6th Wave may have to any Indemnified Party unless (and only to the extent that) such failure results in forfeiture by 6th Wave of substantive rights or defences. 6th Wave shall have 14 days after receipt of the notice to undertake, conduct and control, through counsel of their own choosing and at their own expense, the settlement or defense of the Claim. If 6th Wave

undertakes, conducts or controls the settlement or defense of the Claim, the relevant Indemnified Parties shall have the right to participate in the settlement or defense of the Claim.

6th Wave also agrees to reimburse any Agent for the time spent by its personnel in connection with any Claim at their normal per diem rates. The Agents may retain counsel to separately represent the Agents in the defense of a Claim, which shall be at 6th Wave's expense if (i) 6th Wave promptly assumes the defense of the Claim no later than 14 days after receiving actual notice of the Claim (as set forth above), (ii) 6th Wave agrees to separate representation of the Agents, or (iii) the Agents are advised by counsel that there is an actual or potential conflict in 6th Wave's and the Agents' respective interests or additional defenses are available to the Agents, which makes representation by the same counsel inappropriate.

The foregoing indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable has determined that such Losses to which the Indemnified Party may be subject were caused primarily by the gross negligence, intentional fault, fraud or willful misconduct of the Indemnified Party or a breach of this Agreement by the Indemnified Party.

If for any reason the foregoing indemnity is unavailable (other than in accordance with the terms hereof) to the Agents or any other Indemnified Party or insufficient to hold the Agents or any other Indemnified Party harmless in respect of a Claim, 6th Wave shall contribute to the amount paid or payable by the Agents or the other Indemnified Party as a result of such Claim in such proportion as is appropriate to reflect not only the relative benefits received by 6th Wave on the one hand and the Agents or any other Indemnified Party on the other hand but also the relative fault of 6th Wave, the Agents and any other Indemnified Party as well as any relevant equitable considerations; provided that 6th Wave shall contribute to the amount paid or payable by the Agents or any other Indemnified Party as a result of such Claim any excess of such amount over the amount of the fees received by the Agents under this Agreement.

6th Wave constitutes PI as trustee for each of the other Indemnified Parties that are not parties to this Agreement of 6th Wave's covenants under this indemnity with respect to those persons and PI agrees to accept that trust and to hold and enforce those covenants on behalf of those persons.

The obligations of 6th Wave hereunder are in addition to any liabilities which 6th Wave may otherwise have to the Agents or any other Indemnified Party. For the avoidance of doubt, the indemnity provided in this Section 13 is provided by 6th Wave only and there is no recourse under this Section 13 to any other person or party, including, but not limited to, any 6th Wave shareholder, officer or director.

14. **Agents' Obligations.** Subject to the terms and conditions hereof, the obligation of the Agents under this Agreement shall be several and not joint and several. The percentage of the aggregate number of the Offered Securities in respect of which each Agent shall act as agent under the terms of this Agreement shall be as follows:

PI Financial Corp.	80.0%
Red Cloud Klondike Strike Inc.	15.0%
Haywood Securities Inc.	5.0%
Total	100%

The Agents agree among themselves that the allocation of the Agents' Fee shall be in accordance with the above percentage allocation.

15. **Advertisements.** The Corporation and 6th Wave shall, at the Agents' request, issue a press release announcing the Offering, including a reference to the Agents and their role in any such release or

communication, and (ii) ensure that any press release concerning the Offering complies with applicable law, including U.S. securities law restrictions in respect of General Solicitation, General Advertising and Directed Selling Efforts. If the Offering is successfully completed, the Corporation and 6th Wave acknowledge and agree that the Agents will be permitted to publish, at their own expense, public announcements or other communications relating to their services in connection with the Offering as they consider appropriate.

16. **Notices.** Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "notice") shall be in writing addressed as follows:

(a) If to the Corporation to:

1100 Melville Street
Suite 830
Vancouver, BC V6E 4A6

Attention: John Veltheer
Email: john@veltheer.com

with a copy (which shall not constitute notice) to:

Stewart McKelvey
1959 Upper Water St.
Suite 900, Purdy's Wharf Tower One
Halifax, NS B3J 3N2

Attention: Gavin Stuttard
Email: gstuttard@stewartmckelvey.com

(b) If to 6th Wave, to

615 Arapeen Drive
Suite 303
Salt Lake City, UT 84108

Attention: Dr. Jonathan Gluckman
Email: jgluckman@6wic.com

(c) If to the Agents, to the Lead Agent as follows:

PI Financial Corp.
40 King Street West
Suite 3401
Toronto, ON M5H 3Y2

Attention: Russell Mills
Email: rmills@pifinancial.com

with a copy (which shall not constitute notice) to:

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Suite 3400
Toronto, ON M5H 4E3

Email: apowers@blg.com
Attention: Andrew Powers

or to such other address as any of the parties may designate by notice given to the others.

Each notice shall be personally delivered to the addressee or sent by facsimile transmission to the addressee and (i) a notice which is personally delivered shall, if delivered on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and (ii) a notice which is sent by facsimile transmission shall be deemed to be given and received on the first Business Day following the day on which it is confirmed to have been sent.

17. **Time of the Essence.** Time shall, in all respects, be of the essence hereof.

18. **Canadian Dollars.** All references herein to dollar amounts are to lawful money of Canada, unless indicated otherwise.

19. **Headings.** The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

20. **Singular and Plural, etc.** Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

21. **Entire Agreement.** Except as otherwise as agreed to in writing, this Agreement constitutes the only agreement among the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings, including, without limitation, the Engagement Letter, provided that the last paragraph of Section 5 of the Engagement Letter shall remain in full force and effect in accordance with the terms thereof in the event the Offering is not completed. This Agreement may be amended or modified in any respect by written instrument only.

22. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in the Province of British Columbia. The Corporation and the Agents irrevocably attorn to the jurisdiction of the courts of the Province of British Columbia with respect to any matters arising out of this Agreement.

24. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation, the Agents and the Purchasers and their respective executors, heirs, successors and permitted assigns; provided that, this Agreement shall not be assignable by any party without the written consent of the others.

25. **Further Assurances.** Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

26. **Absence of Fiduciary Relationship.** The Corporation and 6th Wave acknowledge and agree that: (a) the Agents have not assumed or will assume a fiduciary responsibility in favour of the Corporation or 6th Wave with respect to the Offering contemplated hereby or the process leading thereto and the Agents have no obligation to the Corporation and 6th Wave with respect to the Offering contemplated hereby except the obligations expressly set forth in this Agreement; (b) notwithstanding any termination of this Agreement, the Agents and their affiliates may be engaged in a broad range of transactions that involve interests that differ from and/or conflict with those of the Corporation and 6th Wave; and (c) the Agents have not provided any legal, accounting, regulatory or tax advice with respect to the Offering contemplated hereby and the Corporation and 6th Wave have consulted their own legal, accounting, regulatory and tax advisors to the extent they deemed appropriate.

27. **Authority of the Lead Agent.** The Lead Agent is hereby authorized by each of the other Agents to act on its behalf and the Corporation and 6th Wave shall be entitled to and shall act on any notice given in accordance with this Agreement or any agreement entered into or approval given by or on behalf of the Agents by the Lead Agent, except in respect of any consent to a settlement pursuant to Section 12, which consent shall be given by the Indemnified Party, a notice of termination pursuant to Section 7 or 8, which notice may be given by any of the Agents, which shall be exercised by all the non-defaulting Agents.

28. **Effective Date.** This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

29. **Counterparts and Facsimile.** This Agreement may be executed in any number of counterparts and delivered by email or facsimile, each of which so executed and delivered shall constitute an original and all of which taken together shall form one and the same agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

If the Corporation and 6th Wave are in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Agents.

Yours very truly,

PI FINANCIAL CORP.

Per: *Signed "Russell Mills"*
Authorized Signatory

HAYWOOD SECURITIES INC.

Per: *Signed "Beng Lai"*
Authorized Signatory

RED CLOUD KLONDIKE STRIKE INC.

Per: *Signed "Bruce Tatters"*
Authorized Signatory

The foregoing is hereby accepted on the terms and conditions herein set forth.

DATED as of this 25th day of July, 2019.

ATOM ENERGY INC.

Per: *Signed "John Veltheer"*
Authorized Signatory

6TH WAVE INNOVATIONS CORP.

Per: *Signed "Sherman McGill"*
Authorized Signatory

Per: *Signed "Jonathan Gluckman"*
Authorized Signatory

SCHEDULE "A"

COMPLIANCE WITH UNITED STATES SECURITIES LAWS

*This is Schedule "A" to the Agency Agreement made on July 25, 2019 among PI Financial Corp., Red Cloud Klondike Strike Inc. and Haywood Securities Inc. (collectively, the "**Agents**"), Atom Energy Inc. and 6th Wave Innovations Corp.*

Capitalized terms used in this Schedule "A" and not defined herein shall have the meanings ascribed thereto in the agency agreement to which this Schedule "A" is annexed (the "**Agency Agreement**") and the following terms shall have the meanings indicated:

"**Foreign Issuer**" means a "foreign issuer" as that term is defined in Rule 902(e) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule "A", it means any issuer that is (a) the government of any country, or of any political subdivision of a country, other than the United States; or (b) a corporation or other organization incorporated or organized under the laws of any country other than the United States, except an issuer meeting the following conditions as of the last business day of its most recently completed second fiscal quarter: (1) more than 50% of the outstanding voting securities of such issuer are directly or indirectly owned of record by residents of the United States; and (2) any of the following: (i) the majority of the executive officers or majority of directors are United States citizens or residents, (ii) more than 50% of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;

"**Regulation D**" means Regulation D adopted by the SEC under the U.S. Securities Act;

"**Regulation S**" means Regulation S adopted by the SEC under the U.S. Securities Act;

"**SEC**" means the United States Securities and Exchange Commission;

"**Selling Dealer Group**" means the dealers and brokers other than the Agents who participate in the offer and sale of the Offered Securities pursuant to the Agency Agreement;

"**Substantial U.S. Market Interest**" means "substantial U.S. market interest" as that term is defined in Rule 902(j) of Regulation S;

"**Underlying Shares**" means the Common Shares to be issued upon the automatic conversion of the Offered Securities;

"**U.S. Affiliate**" means the United States broker-dealer affiliates of an Agent; and

"**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended; and

"**U.S. Purchaser**" means a Purchaser that is, or is acting for the account or benefit of, a person in the United States or a U.S. Person or that received or accepted an offer to purchase the Offered Securities in the United States.

Representations, Warranties and Covenants of the Agents

Each Agent acknowledges that the Offered Securities and the Underlying Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States, and the Offered Securities and the Underlying Shares may not be offered or sold to, or for the account or benefit

of, persons in the United States or U.S. Persons except in accordance with an applicable exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, each Agent (on behalf of itself and its U.S. Affiliate that participates in the offer and sale of the Offered Securities) represents, warrants and covenants to and with the Corporation and 6th Wave, as at the date hereof and as at the Closing Date, that:

1. The Agent, its affiliates and any person acting on any of their behalf has not offered or sold, and will not offer or sell, any of the Offered Securities except (a) in "offshore transactions" as such term is defined in Rule 902(h) of Regulation S, in accordance with Rule 903 of Regulation S, or (b) to, or for the account or benefit of, persons in the United States or U.S. Persons as provided in Sections 2 through 16 below. Accordingly, none of the Agent, its affiliates (including the U.S. Affiliate) or any persons acting on any of their behalf, has made or will make (except as permitted in Sections 2 through 16 below) (i) any offer to sell, or any solicitation of an offer to buy, any Offered Securities to, or for the account or benefit of, persons in the United States, (ii) any sale of the Offered Securities to, or for the account or benefit of, persons to any Purchaser unless, at the time the buy order was or will have been originated, the Purchaser was outside the United States and not a U.S. Person, or the Agent, its affiliates (including its U.S. Affiliate) and any person acting on any of their behalf reasonably believed that such Purchaser was outside the United States and not a U.S. Person, or (iii) any Directed Selling Efforts with respect to the Offered Securities or the Underlying Shares.

2. The Agent has not entered and will not enter into any contractual arrangement with respect to the offer and sale of the Offered Securities except with its U.S. Affiliate, any Selling Dealer Group members or with the prior written consent of the Corporation. It shall require its U.S. Affiliate and each Selling Dealer Group member to agree, for the benefit of the Corporation, to comply with the same provisions of this Schedule "A" as apply to the Agent as if such provisions applied to the U.S. Affiliate and such Selling Dealer Group member.

3. All offers and sales of Offered Securities in the United States and U.S. Persons by the Agent shall be made through its U.S. Affiliate which is a registered broker-dealer affiliate in compliance with all applicable U.S. federal and state laws and regulations governing the registration and conduct of brokers-dealers. Such U.S. Affiliate has been and will be, on the date of each offer or sale of Offered Securities in the United States, duly registered as a broker-dealer pursuant to section 15(b) of the U.S. Exchange Act and under the laws of each state where such offers and sales are made (unless exempted from such state's registration requirements) and is a member in good standing with Financial Industry Regulatory Authority, Inc.

4. The Agent, its affiliates (including its U.S. Affiliate), and any person acting on any of their behalf have not solicited and will not solicit offers to buy, and have not offered to sell and will not offer to sell, any of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.

5. Any offer, sale or solicitation of an offer to buy Offered Securities have been made or will be made to, or for the account or benefit of, persons in the United States or U.S. Persons only to U.S. Accredited Investors and Qualified Institutional Buyers with which the Agent or its U.S. Affiliate had a pre-existing relationship and, immediately prior to soliciting such offerees, the Agent and its U.S. Affiliate had reasonable grounds to believe and did believe that each offeree was a U.S. Accredited Investor or a Qualified Institutional Buyer, as applicable, and at the time of completion of each sale by the Corporation to a U.S. Purchaser, the Agent and its U.S. Affiliate will have reasonable grounds to believe and will believe, that each such offeree purchasing the Offered Securities is a U.S. Accredited Investor or a Qualified Institutional Buyer, as applicable.

6. The Agent agrees to deliver, through the U.S. Affiliate, to each U.S. Purchaser, a Subscription Agreement. Prior to the completion of any sale of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons, each such U.S. Purchaser will be required to execute and deliver a Subscription Agreement and any applicable schedules thereto, including the schedule applicable to U.S. Accredited Investors or the schedule applicable to Qualified Institutional Buyers. No other written material will be used in connection with the offer or sale of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons.

7. Any offer, sale or solicitation of an offer to buy Offered Securities that have been made or will be made by the Agent and its U.S. Affiliate to, or for the account or benefit of, persons in the United States or U.S. Persons were or will be made only to U.S. Accredited Investors and Qualified Institutional Buyers pursuant to the exemption from registration provided by Rule 506(b) of Regulation D and similar exemptions under applicable state securities laws.

8. At the Closing Time, the Agent, together with its U.S. Affiliate, will provide a certificate, substantially in the form of Exhibit 1 to this Schedule "A", relating to the manner of the offer and sale of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons or will be deemed to have represented that neither it nor its U.S. Affiliate offered or sold Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons.

9. At least one Business Day prior to the Closing Time, the Agent will provide the Corporation with a list of all U.S. Purchasers of the Offered Securities.

10. None of the Agent, its U.S. Affiliate or any person acting on any of their behalf has taken or will take any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Securities.

11. The Agent shall inform (and shall cause any of its U.S. Affiliate to inform) any Purchasers in the United States or U.S. Persons that the Offered Securities and the Underlying Shares (i) have not been and will not be registered under the U.S. Securities Act or any state securities laws, (ii) are being sold to such Purchasers in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D and in reliance upon exemptions from applicable state securities laws, and (iii) that the Offered Securities and the Underlying Shares are "restricted securities" and may not be offered or sold in the United States unless such securities are registered under the U.S. Securities Act and any applicable state securities law, or an exemption from such registration requirements is available.

12. None of the Agent, its U.S. Affiliate or any person acting on any of their behalf will (i) take an action that would cause the exemption provided by Section 3(a)(9) of the U.S. Securities Act to be unavailable for the exchange of Offered Securities for Underlying Shares, or (ii) receive any commission or other remuneration, directly or indirectly, for soliciting the exchange of Offered Securities for Underlying Shares.

13. With respect to Offered Securities to be offered and sold hereunder in reliance on Rule 506(b) of Regulation D (the "**Regulation D Securities**"), the Agent represents that none of (i) the Agent or the U.S. Affiliate, (ii) the Agent or the U.S. Affiliate's general partners or managing members, (iii) any of the Agent's or the U.S. Affiliate's directors, executive officers or other officers participating in the offering of the Regulation D Securities, (iv) any of the Agent's or the U.S. Affiliate's general partners' or managing members' directors, executive officers or other officers participating in the offering of the Regulation D Securities or (v) any other person associated with any of the above persons that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with sale of Regulation D Securities (each, a "**Dealer Covered Person**" and, collectively, the "**Dealer Covered Persons**"), is subject

to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D (a "**Disqualification Event**") except for a Disqualification Event (i) contemplated by Rule 506(d)(2) of the U.S. Securities Act and a description of which has been furnished in writing to the Corporation prior to the date hereof.

14. The Agent is not aware of any person (other than any Dealer Covered Person, the other Agents and their Dealer Covered Persons) that has been or will be paid (directly or indirectly) remuneration for solicitation of Purchasers in connection with the sale of any Offered Securities. It will notify the Corporation, prior to the Closing Date, of any agreement entered into between it and such person in connection with such sale.

15. The Agent will notify the Corporation in writing, prior to the Closing Date of (a) any Disqualification Event relating to any Dealer Covered Person not previously disclosed to the Corporation hereunder, and (b) any event that would, with the passage of time, become a Disqualification Event relating to any Dealer Covered Person.

16. None of the Agent, its affiliates (including its U.S. Affiliate) or any person acting on any of their behalf has made or will make any offers or sales of Common Shares in connection with the Concurrent Financing.

Representations, Warranties and Covenants of the Corporation

The Corporation represents, warrants and covenants to and with the Agents, as at the date hereof and as at the Closing Date, that:

1. The Corporation is a Foreign Issuer and reasonably believes that there is no Substantial U.S. Market Interest in the Offered Securities or the Common Shares.

2. Except with respect to offers and sales in accordance with this Schedule "A" to U.S. Accredited Investors and Qualified Institutional Buyers in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D, and except with respect to offers and sales of Common Shares to certain persons in the United States or U.S. Persons as part of the Concurrent Financing in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D, none of the Corporation, its affiliates, or any person acting on any of their behalf (other than the Agents, their U.S. Affiliates, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made) has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Offered Securities, Underlying Shares or Common Shares to, or for the account or benefit of persons in the United States or U.S. Persons; or (B) any sale of Offered Securities, Underlying Shares or Common Shares unless, at the time the buy order was or will have been originated, (i) the purchaser is outside the United States and not a U.S. Person or (ii) the Corporation, its affiliates, and any person acting on any of their behalf reasonably believe that the Purchaser is outside the United States and not a U.S. Person.

3. During the period in which the Offered Securities, the Underlying Shares and the Common Shares are offered for sale, none of the Corporation, its affiliates, or any person acting on any of their behalf (other than the Agents, their U.S. Affiliates, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made) has engaged in or will engage in any Directed Selling Efforts with respect to the Offered Securities, the Underlying Shares or the Common Shares.

4. None of the Corporation, its affiliates or any person acting on any of their behalf (other than the Agents, their U.S. Affiliates, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made) has offered or will offer to sell, or has solicited or will solicit offers to buy, Offered Securities, Underlying Shares and Common Shares to, or for the account or benefit of, persons in the United States or U.S Persons by means of any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act or that would cause the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D and similar exemptions under applicable state securities laws to be unavailable for Offering and the Concurrent Financing.

5. Since the date that is six months prior to the date hereof, the Corporation has not sold, offered for sale or solicited any offer to buy, and it will not sell, offer for sale or solicit any offer to buy, any of its securities in a manner that would be integrated with the offer and sale of the Offered Securities, the Underlying Shares or the Common Shares issued in the Concurrent Financing and would cause the exemption from registration set forth in Section 4(a)(2) under the U.S. Securities Act to become unavailable with respect to the offer and sale of the Offered Securities, the Underlying Shares or the Common Shares issued in the Concurrent Financing.

6. The Corporation will, within prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or applicable "blue sky" laws in connection with the offer and sale of the Offered Securities, the issuance of the Underlying Shares, or the offer and sale of the Common Shares in the Concurrent Financing.

7. The Corporation is not, and as a result of the sale of the Offered Securities and the issuance of the Underlying Shares contemplated hereby and the offer and sale of the Common Shares in the Concurrent Financing will not be, registered or required to be registered as an "investment company", as such term is defined in the United States Investment Company Act of 1940, as amended.

8. The Corporation has not taken any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Securities, the Underlying Shares or the Common Shares.

9. Upon receipt of a written request from a Purchaser in the United States, the Corporation shall make a determination if the Corporation is a "passive foreign investment company" (a "**PFIC**") within the meaning of section 1297(a) of the United States Internal Revenue Code of 1986, as amended (the "**Code**"), during any calendar year following the purchase of the Offered Securities by such Purchaser, and if the Corporation, as applicable, determines that it is a PFIC during such year, the Corporation will provide to such Purchaser, upon written request, all information that would be required to permit a United States shareholder to make an election to treat the Corporation as a "qualified electing fund" for the purposes of the Code.

10. None of the Corporation, its affiliates or any person acting on any of their behalf (other than the Agents, their U.S. Affiliates and any persons acting on their behalf, as to which no representation, warranty or covenant is made) will (i) take an action that would cause the exemption provided by Section 3(a)(9) of the U.S. Securities Act to be unavailable for the exchange of Offered Securities for Underlying Shares, or (ii) pay or give any commission or other remuneration, directly or indirectly, for soliciting the exchange of Offered Securities for Underlying Shares.

11. As of the Closing Date, with respect to the offer and sale of the Regulation D Securities, none of the Corporation, any of its predecessors, any "affiliated" (as such term is defined in Rule 501(b) of Regulation D) issuer, any director, executive officer or other officer of the Corporation participating in the

offering of the Regulation D Securities, any beneficial owner of 20% or more of the Corporation's outstanding voting equity securities, calculated on the basis of voting power, or any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Corporation in any capacity at the time of sale of the Regulation D Securities (other than any Dealer Covered Person, as to whom no representation, warranty or covenant is made) is subject to a Disqualification Event.

12. As of the Closing Date, the Corporation is not aware of any person (other than any Dealer Covered Person) that has been or will be paid or given (directly or indirectly) remuneration for solicitation of Purchasers in connection with the sale of any Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons.

EXHIBIT 1 TO SCHEDULE "A"
FORM OF AGENT'S CERTIFICATE

TO BE COMPLETED BY EACH AGENT AND ITS U.S. AFFILIATE AS PROVIDED IN SECTION 8 OF SCHEDULE "A"

TO BE COMPLETED BY EACH AGENT AND ITS U.S. AFFILIATE IF REQUIRED BY SECTION 8 OF SCHEDULE "A"

In connection with the offer and sale of the subscription receipts (the "**Offered Securities**") of Atom Energy Inc. (the "**Corporation**") to one or more U.S. Accredited Investors (as defined below) or Qualified Institutional Buyers (as defined below), pursuant to the Agency Agreement made on July 25, 2019 among PI Financial Corp., Red Cloud Klondike Strike Inc. and Haywood Securities Inc. (collectively, the "**Agents**"), Atom Energy Inc. and 6th Wave Innovations Corp., the undersigned Agent, **[Name of Agent]**, and **[Name of U.S. broker-dealer affiliate of Agent]**, its U.S. Affiliate (as defined in Schedule "A" above (the "**U.S. Affiliate**")), do each hereby certify that:

(a) the U.S. Affiliate is a duly registered broker-dealer with the SEC, and is a member of, and in good standing with, the Financial Industry Regulatory Authority Inc. on the date hereof and on the date of each offer and sale of Offered Securities, and all offers and sales of Securities in the United States and to U.S. Persons have been effected by the U.S. Affiliate in accordance with all U.S. federal and state broker-dealer requirements;

(b) neither we nor our representatives have (i) utilized any form of general solicitation or general advertising (as those terms are used in Regulation D under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**")), in connection with the offer and sale of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons or (ii) offered to sell any of the Offered Securities in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act;

(c) immediately prior to transmitting the Subscription Agreements to offerees in the United States or who are U.S. Persons, we had a pre-existing relationship with and reasonable grounds to believe and did believe that each offeree was either (i) an "accredited investor" within the meaning of Rule 501(a) of Regulation D (a "**U.S. Accredited Investor**") or (ii) a "qualified institutional buyer" within the meaning of Rule 144A (a "**Qualified Institutional Buyer**"), acquiring the Offered Securities for its own account or for the account of one or more U.S. Accredited Investors or Qualified Institutional Buyers, as applicable, with respect to which such offeree exercises sole investment discretion and, on the date hereof, we continue to believe that each U.S. Purchaser of the Offered Securities is a U.S. Accredited Investor or a Qualified Institutional Buyer, as applicable;

(d) prior to any sale of the Offered Securities to, or for the account or benefit of, persons in the United States and U.S. Persons, we caused each U.S. Purchaser to execute and deliver to us a Subscription Agreement including a U.S. Subscriber Certificate in the form of Schedule D to the Subscription Agreement;

(e) all U.S. Purchasers of the Offered Securities have been informed that the Offered Securities and the Underlying Shares have not been and will not be registered under the U.S. Securities Act and are being offered and sold to such U.S. Purchasers without registration in reliance on the exemption from the registration requirements of the U.S. Securities Act

provided by Rule 506(b) of Regulation D under the U.S. Securities Act and similar exemptions under applicable state securities laws;

(f) neither we nor any of our affiliates have taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act with respect to the offer or sale of the Offered Securities;

(g) none of (i) the undersigned, (ii) the undersigned's general partners or managing members, (iii) any of the undersigned's directors, executive officers or other officers participating in the offering of the Regulation D Securities, (iv) any of the undersigned's general partners' or managing members' directors, executive officers or other officers participating in the offering of the Regulation D Securities or (v) any other person associated with any of the above persons that has been or will be paid or given (directly or indirectly) remuneration for solicitation of purchasers in connection with sale of Regulation D Securities (each, a "**Dealer Covered Person**"), is subject to any Disqualification Event;

(h) we are not aware of any person (other than any Dealer Covered Person) that has been or will be paid or given (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Regulation D Securities; and

(i) the offering of the Offered Securities to, or for the account or benefit of, persons in the United States and U.S. Persons has been conducted by us in accordance with the Agency Agreement, including Schedule "A" thereto.

Terms used in this certificate have the meanings given to them in the Agency Agreement (including Schedule "A" thereto), unless otherwise defined herein.

Dated this _____ day of _____, 2019.

[NAME OF AGENT]

By: _____
Name:
Title:

[NAME OF U.S. AFFILIATE]

By: _____
Name:
Title:

SCHEDULE "B"

LOCKED-UP HOLDERS AND LOCK UP UNDERTAKING

REDACTED[1]

[1] Individual's name redacted as personal information.

SCHEDULE "C"

PRO FORMA CAPITAL STRUCTURE

REDACTED[2]

[2] Commercially sensitive confidential information.