

REQUIRED DISCLOSURE UNDER THE EARLY WARNING REQUIREMENTS

State if the report is filed to amend information disclosed in an earlier report. Indicate the date of the report that is being amended.

Not applicable.

ITEM 1 – SECURITY AND REPORTING ISSUER

- 1.1 State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.**

This report relates to common shares (“**Common Shares**”), common share purchase warrants (“**Warrants**”) and a US\$1.0 million convertible promissory note of Sixth Wave Innovations Inc. (“**Sixth Wave**”).

The head office of Sixth Wave is located at Suite 803, 1100 Melville Street, Vancouver, B.C., V6E 4A6.

- 1.2 State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.**

Not applicable.

ITEM 2 – IDENTITY OF THE ACQUIROR

- 2.1 State the name and address of the acquiror.**

Affinity Nanotechnology Inc. (“**Affinity Nano**”)
P.O. Box 309
Ugland House
Grand Cayman,
Cayman Islands, KY1-1104

- 2.2 State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.**

On February 3, 2020, Affinity Nano, an investment holding company incorporated in the Cayman Islands, acquired 10,302,250 Common Shares, representing 14.6% of the issued and outstanding Common Shares of the Company (namely 70,550,650 Common Shares). Affinity Nano also acquired (i) Warrants to acquire an additional 4,397,000 Common Shares and (ii) the Affinity Loan (as defined below).

The foregoing securities were acquired by Affinity Nano pursuant to an agreement and plan of merger dated September 7, 2018, as amended (“**Merger Agreement**”) between Sixth Wave (formerly known as Atom Energy Inc.) and its wholly-owned subsidiary (“**Merger Subco**”), 6th Wave Innovations Corp. (a Delaware company) (“**6th Wave**”) and Affinity Nano (as securities representative).

Pursuant to the Merger Agreement, Merger Subco merged with and into 6th Wave by way of a “triangular merger” pursuant to the laws of Delaware, and the issued and outstanding shares of Merger Subco were exchanged for securities in the Company and cash. As a result, 6th Wave became a wholly-owned subsidiary of the Company. Pursuant to the Merger Agreement, the Company issued 14,291,054 Common Shares and US\$1.2 million to the former holders of 6th Wave securities, and issued 3,928,042 warrants to purchase Common Shares in exchange for outstanding 6th Wave warrants. The Company also issued 2,719,202 Common Shares and 1,777,778 Warrants in connection with the settlement of US\$1.39 million of outstanding 6th Wave debt owed to Affinity Nano, repaid US\$1.1 million of debt owed to Affinity Nano and replaced the balance of 6th Wave debt owed to Affinity Nano with a US\$1.0 million principal amount 10% convertible promissory note (the “Affinity Loan”). On closing of the transactions contemplated by the Merger Agreement, additional securities of the Company related to prior subscription receipt financings were issued as outlined in the Company’s press release of January 21, 2020.

2.3 State the names of any joint actors.

Not applicable.

ITEM 3 – INTEREST IN SECURITIES OF THE REPORTING ISSUER

3.1 State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file the report and the change in the acquiror’s securityholding percentage in the class of securities.

On closing of the transactions contemplated by the Merger Agreement, Affinity Nano acquired 10,302,250 Common Shares; Warrants to acquire an additional 4,397,000 Common Shares and the Affinity Loan. Prior to the issuance of such securities, Affinity Nano held no securities of Sixth Wave (formerly known as Atom Energy Inc.).

3.2 State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file the report.

Affinity Nano acquired the securities described immediately above.

3.3 If the transaction involved a securities lending arrangement, state that fact.

Not applicable.

3.4 State the designation and number or principal amount of securities and the acquiror’s securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.

Immediately prior to the transactions described herein, Affinity Nano owned no securities of Sixth Wave.

Immediately after the transactions described herein, Affinity Nano owns 10,302,250 Common Shares, representing approximately 14.6% of the issued and outstanding Common Shares on a non-diluted basis; Warrants to acquire a further 4,397,000 Common Shares and the Affinity Loan.

3.5 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities referred to in Item 3.4 over which

(a) the acquiror, either alone or together with any joint actors, has ownership and control,

10,302,250 Common Shares representing approximately 14.6% of the issued and outstanding Common Shares of Sixth Wave on a non-diluted basis; Warrants to acquire a further 4,397,000 Common Shares and the Affinity Loan.

(b) the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and

None.

(c) the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.

None.

3.6 If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.

Not applicable.

3.7 If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.

State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.

Not applicable.

3.8 If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's ecoAffinity Nanoc exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.

Not applicable.

ITEM 4 – CONSIDERATION PAID

4.1 State the value, in Canadian dollars, of any consideration paid or received per security and in total.

Affinity Nano's cost base in the Common Shares acquired in the exchange transactions described above (i.e. its cost base in the original shares of common stock held in 6th Wave acquired from a

third party in January, 2020) was US\$5,494,657 (which when converted into Canadian dollars as of February 3, 2020 based on the Bank of Canada's noon spot rate on such date of US\$1.00 = CDN\$1.3275) is \$7,294,157.

- 4.2 In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.

As above.

- 4.3 If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.

Not Applicable.

ITEM 5 – PURPOSE OF THE TRANSACTION

State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:

- (a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;
- (b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;
- (c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;
- (d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;
- (e) a material change in the present capitalization or dividend policy of the reporting issuer;
- (f) a material change in the reporting issuer's business or corporate structure;
- (g) a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;
- (h) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;
- (i) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;
- (j) a solicitation of proxies from securityholders;
- (k) an action similar to any of those enumerated above.

The acquisition of the 10,302,250 Common Shares, Warrants to acquire an additional 4,397,000 Common Shares and the Affinity Loan came as a result of the closing of the transactions contemplated by the Merger Agreement. Except as described herein, as of the date of this report, Affinity Nano has no plans or future intentions which relate to or would result in any of the items enumerated in (a) through (k) above.

Merger Agreement. Except as described herein, as of the date of this report, Affinity Nano has no plans or future intentions which relate to or would result in any of the items enumerated in (a) through (k) above.

ITEM 6 – AGREEMENTS, ARRANGEMENTS, COMMITMENTS OR UNDERSTANDINGS WITH RESPECT TO SECURITIES OF THE REPORTING ISSUER

Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.

Pursuant to the rules of the Canadian Securities Exchange ("CSE") and National Policy 46-201 *Escrow for Initial Public Offerings*, all Common Shares, options to acquire Common Shares, Warrants held by officers, directors and Affinity Nano (as an over 10% shareholder) will be deposited into escrow for a period of 36 months with Computershare Trust Company of Canada as escrow agent prior to completion of the listing of the Company's shares on the CSE.

ITEM 7 – CHANGE IN MATERIAL FACT

If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer's securities.

Not applicable.

ITEM 8 – EXEMPTION

If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.

Not applicable.

ITEM 9 – CERTIFICATION

The acquiror must certify that the information is true and complete in every respect. In the case of an agent, the certification is based on the agent's best knowledge, information and belief but the acquiror is still responsible for ensuring that the information filed by the agent is true and complete.

This report must be signed by each person on whose behalf the report is filed or his authorized representative.

It is an offence to submit information that, in a material respect and at the time and in the light of the circumstances in which it is submitted, is misleading or untrue.

Certificate

The certificate must state the following:

I, as the acquiror, certify, or I, as the agent filing the report on behalf of an acquiror, certify to the best of my knowledge, information and belief, that the statements made in this report are true and complete in every respect.

February 4, 2020

Date

"Aaron Knapik"

Signatures



Aaron Knapik, Director

Name/Title

38772035.3