

Research Agreement

This Agreement made this 22nd day of June, 2018 (the “**Effective Date**”)

BETWEEN:

6th Wave Innovations Corp.
 (“**6th Wave**”)

and

Atom Energy Inc.
 (“**Atom**”)

Background

- A. 6th Wave has submitted to Atom a proposal (the “**Proposal**”) for a development of an IXOS bead for extraction and purification of THC and CBD (the “**Project**”); and
- B. Atom is prepared to accept the Proposal on and subject to the following terms as set out in this Agreement.

1. Scope of Work

Atom shall perform the work described in the Proposal diligently, professionally, and conscientiously using its best efforts and performance thereof.

2. Payment

In consideration of 6th Wave carrying out the Project, Atom shall pay 6th Wave the total amount of \$75,000 per month, for a period of 6 months. Atom shall have the right to terminate the Project at any time with no further monthly payments due subsequent to the notice of termination. The consideration is inclusive of all taxes and other charges that apply. Atom shall be entitled to withhold any amount due as tax or other compulsory payments that applies or that shall apply to any payment due to 6th Wave if and to the extent required to do so by law, unless 6th Wave provides to Atom (prior to making such payment) the required tax certificate indicating exemption from such tax withholding.

3. Reports

6th Wave shall prepare a detailed report of the results of the Project which shall be presented to Atom by 6th Wave upon completion of the Project (the “**Report**”). 6th Wave shall provide updates on the status of the Report to Atom, on a monthly basis. The Report shall be the property of Atom.

4. Confidentiality

Atom and 6th Wave shall, prior to the commencement of any work on the Project, enter into a non-disclosure and non-competition agreement in a form satisfactory to Atom.

6th Wave shall not, directly or indirectly, deal with, use, exploit, license or disclose any information or data, whether commercially or for no compensation, related to the Project (including, without limitation the Report, Foreground Intellectual Property, or any materials created in the course of carrying out research related to the Project) (collectively, the “**Information**”) to any person or entity for any purpose except as authorized in writing by Atom, in its sole and absolute discretion.

No license or rights to the Information are granted to 6th Wave by Atom other than as expressly required to carry out the activities contemplated in the Proposal.

5. Intellectual Property

“Foreground Intellectual Property” means Intellectual Property in the data, results and deliverables acquired and/or produced pursuant to the research, the Project and Reports and all other Intellectual Property that is created during the course of the performance of the Project.

“Intellectual Property” means any industrial and/or intellectual property rights and all other such rights as recognized at law, and whether or not statutorily protected or capable of being protected under statute, including within limitation, patents, industrial designs, trademarks, and any registrations or applications for the same and all other rights of intellectual property therein, including any rights and trade secrets or confidential information.

All rights and title to and/or interest in the Foreground Intellectual Property are and shall be owned by and will be the exclusive property of Atom, and except as required for the performance of 6th Wave’s obligations to produce the Report, 6th Wave will not have any rights or title whatsoever thereto. All the results and deliverables produced in the performance of the Project and pursuant to the Report shall be deemed “works made for hire”.

The Foreground Intellectual Property vests upon its creation in Atom. At Atom’s reasonable request and expense, 6th Wave agrees to reasonably assist Atom and its nominees to obtain patents or register copyrights or trademarks in any and all countries for the Foreground Intellectual Property, and to execute all papers for use in applying for and obtaining such protection thereon, as the Atom may desire, together with assignments thereof to confirm Company’s ownership thereof.

6. Indemnity

6th Wave shall hold harmless, indemnify, and defend Atom from all liabilities, demands, damages, expenses and losses (including reasonable legal expenses) arising out of the use by Atom or by any party acting on behalf of or under authorization from Atom, of research results or Foreground Intellectual Property or out of any use, sale or other disposition by Atom, or by any party acting on behalf of or under authorization from Atom of products made through the use of research results or Foreground Intellectual Property except to the extent such liabilities, demands, damages, expenses and losses have been caused or contributed to by Atom’s negligence or wilful misconduct.

7. Independent Contractors

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

8. Further Assurances

6th Wave agrees to promptly execute and deliver all such further instruments and assurances, and will promptly take all such further actions, as Atom may reasonably request in order to carry out the purposes hereof and as are necessary to establish and preserve the rights and obligations of the parties contemplated in this Agreement.

9. Governing Law. This Agreement shall be governed by the laws of Nova Scotia and the laws of Canada applicable in Nova Scotia.

6th Wave Innovations Corp.

Per: /s/ Jonathan Gluckman
Name: Jonathan P. Gluckman
Title: CEO
I have the authority to bind the corporation

[Atom]

Per: /s/ John Veltheer
Name: John Veltheer
Title: CEO
I have the authority to bind the corporation