THC/CBD Mass Production Made Simple™

Sixth Wave Innovations Inc. sixthwave.com

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Cautionary Notes & Disclaimer

Statements contained in this presentation that are not historical facts are “forward-looking information” or “forward-looking statements” (collectively, “Forward-Looking Information”) within the meaning of applicable Canadian securities legislation and the United States Private Securities Litigation Reform Act of 1995. Forward Looking Information includes, but is not limited to, disclosure regarding possible events, conditions or financial performance that is based on assumptions about future economic conditions and courses of action, the future growth model of the Company, and the Company’s anticipated capital structure and use of proceeds following the completion of the transactions contemplated in this presentation. In certain cases, Forward-Looking Information can be identified by the use of words and phrases such as “plans”, “expects” or “does not expect”, “is expected”, “budget”, “scheduled”, “suggest”, “optimize”, “estimates”, “forecasts”, “intends”, “anticipates”, “potential” or “does not anticipate”, “believes”, “anomalous” or variations of such words and phrases or statements that certain actions, events or results “may”, “could”, “would”, “might” or “will be taken”, “occur” or “be achieved”. In making the forward-looking statements in this presentation, the Company has applied several material assumptions, including, but not limited to, that the current price and demand for gold will be sustained or will improve; that general business and economic conditions will not change in a materially adverse manner; the continuity of the price of gold and other metals; the continued development of legal cannabis markets in Canada and elsewhere; that demand for separation of cannabinoids will grow; and that competing separation technologies will not prove to be more efficient or less expensive than the Company’s technology.

Although the Company has attempted to identify important factors that could affect the Company and may cause actual actions, events or results to differ materially from those described in Forward-Looking Information, there may be other factors that cause actions, events or results not to be as anticipated, estimated or intended. There can be no assurance that Forward-Looking Information will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. Accordingly, readers should not place undue reliance on Forward-Looking Information. Except as required by law, the Company does not assume any obligation to release publicly any revisions to Forward-Looking Information contained in this presentation to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.
Sixth Wave Innovations, Inc. ("Sixth Wave") is a World Leader in MIP Research and Technology Deployment. Sixth Wave's Pioneering Research has Yielded Numerous Patents & Patent-pending Technologies Esteemed in 40+ countries.

- Sixth Wave's Senior Staff Includes Seasoned Professionals with >150 Years Experience in Private & Public Companies and a Science Team with 6 Ph.D. Chemists & Research Associates.

- Under the Trade Name of IXOS®, Sixth Wave is Presently Deploying Commercial Applications of its MIPs Technologies in the Gold and Mineral Processing Industries, Yielding Enhanced Profitability and Environmental Benefits for its Clients.

- Under the Trade Name of Affinity™, Sixth Wave is Planning to Roll Out its Advanced Cannabinoid Processing and Recovery Systems for the Medical and Recreational Cannabis Industries in 2020.
Our Science Team has over 10 Years Experience Developing MIP Technology for Various Commercial Products. MIPs can be Applied to Numerous Problems where the Detection or Extraction of a Substance at the Molecular Level is Required.

SAFE-T™
Defense Systems
Explosives & HAZMAT Detection/Mitigation
Explosive Detection Wipes
Hundreds of Thousands of Units Deployed to the Middle East During the Iraq War

PADS™
Pharmaceuticals
Isolation/Purification of Drug Ingredients & Disease Prevention
Chemistry Completed
Product Development & FDA Testing Pending

IXOS™
Mining & Metals
Extraction of Metal Ions for Gold, Lithium and Other Metals
Gold Separation
IXOS®-Au Lab Tested for Multiple International Mines. Pilot Tested at Major American Gold Operation (Kinross, BMM)

AFFINITY™
Life Sciences
Separation of Cannabinoids for Isolates & Distillates
Cannabis Purification
Lab Tested for Multiple Extraction Facilities: High Volume Production testing Complete at a Major US Hemp Facility
Affinity™ Beads are Sixth Wave's Proprietary Purification Media

Comprised of Advanced Polymers Imprinted with Engineered Molecular Cavities

Affinity™ Beads have Exceptional Internal Porosity & Adsorption Capabilities

Extremely Durable, Reusable & Highly Selective for THC & CBD
Affinity™ Imprinting

Molecularly Imprinted Polymers (MIPs)

- Polymer is prepared with defined molecular cavities designed to complement the target molecule's shape and ionic charge.
- The cavities are created by including the target compound (or a similar proxy) as a template during the polymerization process, which is then removed to create the active MIP.

Polymers self organize with cannabinoid proxy

- Affinity™ Cannabinoid Proxy
- Agents added to form a polymer matrix
- Cannabinoid proxy washes out
- Proprietary molecular imprinted polymer captures cannabinoids

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40+ Countries Worldwide & Counting

1. Patent Registered
2. Patent Published
3. Patent Pending
4. Application Filed
5. Exam Requested
The Problem: Chromatography

Cannabis 2.0 is all about Extraction Efficiency & Scalability

Problems with Chromatography:

- Growth Resistance:
  - Inability to Scale to Mass Volumes
  - Lack of Process Simplicity

- High CAPEX:
  - Expensive Equipment Outlay
  - Intensive Setup, Installation & Training
  - Excessive Plant Footprint Allocation

- High OPEX:
  - Significant Product Loss
  - Skilled Staffing Requirements
  - Slow Turnaround (Batch Preparation & Lack of Automation)
The Solution: **Affinity™**

"THC/CBD Mass Production Made Simple"™

**The Affinity™ Advantage:**

- Unlimited Scalability
- Lower Capital Outlay (1/8 of the Cost)
- Higher Content Recovery (>99.7% THC/CBD Retention)
- Higher Yield (10-15%)
- Minimal Footprint, Flexibility & Ease of Expansion
- High Selectivity & Precision
- Highly Automated, Rapid & Efficient

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Why Affinity™?

Unlimited Scalability

☐ The Baseline Affinity™ Unit Can Produce a Minimum of 20 kg/day High Purity Isolate or Full Spectrum THC-Free Distillate

☐ Additional Units can be Readily Added to Run in Parallel

☐ Modular Configuration Makes for Maximum Flexibility and Virtually Unlimited Growth Potential

☐ Customized Units Can be Built to Accommodate Virtually any Production Throughput
Lower CAPEX

- Current Post-Processing Technologies are Capital Intensive, and Have Lengthy Installation and Training Periods
- Affinity™ Technology can Perform Comparable Throughput and Superior Recovery at Approximately 1/8 of the cost

$1.5M
Equipment

1/8th
Cost

$187k
Affinity™ Unit
Affinity™

Why Affinity™?

Higher Recovery

World THC/CBD Isolate & Distillate Production*

7 Million kg/yr

USD $14 Billion

* Source: BDS Analytics 2019

Only Affinity™
Eliminates Content Loss.

Affinity™
Added Content Recovery vs Chromatography

>1 Million kg/yr

+ USD $2.1 Billion

+ 15%
Why Affinity™?

Higher Yield

- The Affinity™ Technology has Unlimited Recycling Capability Resulting in a Yield Rate as High As 99.9%
- Outperforms Yield of Conventional Post-Processing Technologies by 30%.
- Net Result is an Average Savings of USD $0.25 per gram.

99.9% Potential Yield Rate

$0.25/g Savings
THC-Free Crude

THC-Free Crude is not currently obtainable with existing methods without Affinity™ Streamlined Circuits.
Affinity™ Streamlined Circuits

THC-Free Distillates

To Produce a THC-Free Distillate, Affinity™ Eliminates both Decarboxylation* and Chromatography Steps in Existing Processes (Chromatography has a Large OPEX and CAPEX)

* Decarboxylation may eventually be needed for certain end user products.

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Isolates

To Produce an Isolate, Affinity™ Eliminates both Decarboxylation and Winterization (Winterization Process Takes Approximately 24 hours to Complete)
Executive Team

Jonathan Gluckman, Ph.D.  
President/CEO

Dr. Gluckman brings a 25-year track record of innovative, technology-driven achievements to his role as President of Sixth Wave. As founder and CEO of Integrated Dynamics, a government engineering services company since 1996, Dr. Gluckman focused on the development and subsequent transition of advanced technologies into commercial applications. As the leader of 6th Wave since 2012, Dr. Gluckman has concentrated his efforts to complete IXOS®, in the metals processing industry. Dr. Gluckman holds a Ph.D from the University of Cincinnati.

Aristotle Kalivretenos, Ph.D.  
Chief Science Officer

Dr. Kalivretenos is responsible for new product development and commercialization of Molecularly Imprinted Polymers (MIPs) for Life Science Applications, including pharmaceuticals, natural products, food safety, healthcare and drug detection. Aris performed a post-doctoral fellowship focusing in the CNS area at Columbia University after earning his PhD in organic chemistry from Colorado State University and a BS in chemistry from Clemson University.

Sherman McGill  
Vice President/CDO

Mr. McGill has been Vice President of Sixth Wave since 2012. Mr. McGill is a seasoned sales and business development executive with a documented track record of developing and closing multi-million dollar development programs (R&D), product sales and training services to high profile US and international customers. Mr. McGill is spearheading business development efforts to lead 6th Wave into becoming one of the world leaders in Molecular Imprinted Polymer (MIP) nanotechnology. Mr. McGill holds a B.A from Memphis State University.

John Cowan  
Chief Operating Officer

Mr. Cowan started his career as an engineering craft apprentice and additionally gained many years of relevant college education including a BS Honors Degree in Mechanical Engineering. Mr. Cowan progressively used his education & experienced gained from over 25 years with the Eaton Corporation in Europe & USA to contribute in all levels of Leadership within the Operations Engineering and Quality disciplines.
Science Team

Salt Lake City, Utah

Nicol N. Newton
Director of Technical Services

Dae Jung Kim, Ph.D.
Senior Research Scientist

Garrett Kraft, Ph.D.
Senior Research Scientist

Brandi Maull, M.S.
Senior Chemist

Baltimore, Maryland

Aristotle G. Kalivretenos, Ph.D.
Chief Science Officer

Guneet Kumar, Ph.D.
Senior Research Scientist

Louis W. Reichel, Ph.D.
Senior Research Scientist

William Gluckman
Laboratory Research Technician II

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Affinity™ Summary

- **Revolutionary Technology** - Molecular Engineering for Cannabis Industry
- **Extraction Sector Focus** – Most Profitable of Cannabis Supply Chain
- **Existing International Patent Regime** – 40+ Countries Globally
- **Mass Production Capability** – Readily Scalable; Unlimited Volume Potential
- **Aggressive Revenue Plan** – Low Entry Cost; High Recurring Royalty Program
- **Expansion & Rollout** – Targeting High Demand, High Growth Sectors Worldwide
Disclaimer

This Presentation is provided to you in connection with an offering of these securities only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities and to those persons to whom they may be lawfully offered for sale. This Presentation is not to be construed as a prospectus or advertisement or a public offering of these securities. No prospectus has been filed with any securities regulatory authority in connection with the securities offered hereunder, and no securities regulatory authority or regulator has assessed the merits of these securities or reviewed this Presentation. Any representation to the contrary is an offense. The offering of the securities described herein is being offered on a private placement basis and is not, and under no circumstances is to be construed as, a public offering. The securities are being offered in reliance upon exemptions from the registration and prospectus requirements set forth in applicable securities legislation. No person has been authorized to give any information or to make any representation other than those contained in this Presentation and any decision to purchase securities described herein should be based solely on the information contained herein. The securities referred to in this Presentation have not been, nor will they be, registered under the United States Securities Act of 1933, as amended, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons absent U.S. registration or an applicable exemption from the U.S. registration requirements. This Presentation does not constitute an offer for sale of securities for sale, nor a solicitation for offers to buy any securities in the United States. The Presentation presents certain statements and projections provided by Atom Energy Inc. (dba 6W Corp.) (the “Company”) and its management concerning its estimated future performance. Although management believes such statements and projections to be reasonable, such information reflects considerable assumptions and subjective judgments by the Company’s management, which may or may not prove to be correct. The information contained in this Presentation has been provided by the Company and other sources identified herein that the Company believes to be reliable. Neither the delivery of this Presentation at any time nor the offer, sale or delivery of any securities shall, under any circumstances, create any implication that there has been no change in the information set forth in this Presentation or in the Company’s affairs since the date of this Presentation and such information will not be updated to reflect changes after such date. This Presentation is confidential and has been prepared solely for delivery to and review by selected prospective purchasers of the securities offered hereby. This copy of the Presentation is personal to the person to whom it is delivered and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire any of the securities offered hereby. Distribution of this Presentation to any person other than the person to whom it is delivered and those persons, if any, retained to advise such person with respect thereto is unauthorized, and any disclosure of any of its contents without the prior written consent of the Company is prohibited. Each prospective purchaser, by accepting delivery of this Presentation, agrees to the foregoing and undertakes to make no photocopies of or to otherwise reproduce, in whole or in part, this Presentation, or any documents relating thereto and, if such prospective purchaser does not purchase any of the securities offered hereby or the offering is terminated, to return promptly this Presentation and all such documents to the Company, if so requested by the Company.

Resale Restrictions & Purchaser’s Rights:

The securities issued pursuant to the offering will be subject to a number of resale restrictions, including a restriction on trading. Until the restriction on trading expires, you will not be able to trade the securities unless you comply with an exemption from the prospectus and registration requirements under Canadian or other applicable securities legislation. You are advised to seek legal advice prior to any resale of these securities. If you purchase these securities, you will have certain legal rights, some of which are summarized in Appendix A. For additional information about your legal rights, you should consult a legal advisor.
Appendix “A” Rights of Action for Damages or Rescission

Statutory Rights for Canadian Investors

Securities legislation in certain of the provinces of Canada provides purchasers with rights of rescission or damages, or both, where an offering memorandum or any amendment to it contains a misrepresentation. For the purposes of the following, a “misrepresentation” means an untrue statement of a material fact, or an omission to state a material fact that is required to be stated, or that is necessary to make a statement not misleading in the light of the circumstances in which it was made. These remedies must be commenced by the purchaser within the time limits prescribed and are subject to the defenses contained in the applicable securities legislation. Each purchaser should refer to the provisions of the applicable securities laws for the particulars of these rights or consult with a legal advisor. The following rights are in addition to and without derogation from any other right or remedy which purchasers may have at law and are intended to correspond to the provisions of the relevant securities laws and are subject to the defenses contained therein. The following summaries are subject to the express provisions of the applicable securities statutes and instruments in the below-referenced provinces and the regulations, rules and policy statements thereunder and reference is made thereto for the complete text of such provisions.

Ontario Investors

If we deliver this Presentation (including any amendment thereto) to a purchaser in Ontario in connection with a distribution of securities and it contains a misrepresentation at the time of purchase, the purchaser will be deemed to have relied upon the misrepresentation and will have a statutory right of action against the Company and any selling security holder for damages or, alternatively, if the purchaser is still the owner of the securities, for rescission. If the purchaser elects to exercise the right of rescission, the purchaser will have no right of action for damages. This right of action is subject to the following limitations: a) the right of action for rescission will be exercisable by a purchaser only if the purchaser gives notice to the defendant, not more than 180 days after the date of the transaction that gave rise to the cause of action, that the purchaser is exercising this right; or, in the case of any action other than an action for rescission, the earlier of: (i) 180 days after the plaintiff first had knowledge of the facts giving rise to the cause of action, or (ii) three years after the date of the transaction that gave rise to the cause of action; b) no person or company will be liable if it proves that the purchaser acquired the securities with knowledge of the misrepresentation; c) in the case of an action for damages, the defendant will not be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the misrepresentation relied upon; d) the issuer and the selling security holders, if any, will not be liable for a misrepresentation in forward-looking information if it proves that: (i) the offering memorandum contains, proximate to the forward-looking information, reasonable cautionary language identifying the forward-looking information as such, and identifying material factors that could cause actual results to differ materially from a conclusion, forecast or projection set out in the forward-looking information, and a statement of material factors or assumptions that were applied in drawing a conclusion or making a forecast or projection set out in the forward-looking information; and (ii) the issuer had a reasonable basis for drawing the conclusions or making the forecasts and projections set out in the forward-looking information; and e) in no case will the amount recoverable in any action exceed the price at which the securities were offered under this Presentation. Where this Presentation is delivered to a purchaser to whom securities are distributed in reliance on the exemption from the prospectus requirements in section 2.3 of National Instrument 45-106 Prospectus Exemptions (the “accredited investor” exemption), this right of action is applicable unless the purchaser is: (a) a Canadian financial institution, meaning either: (i) an association governed by the Cooperative Credit Associations Act (Canada) or a central cooperative credit society for which an order has been made under that Act; or (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services corporation, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada; (b) a Schedule III bank, meaning an authorized foreign bank named in Schedule III of the Bank Act (Canada); (c) the Business Development Bank of Canada incorporated under the Business Development Bank of Canada Act (Canada); or (d) a subsidiary of any person referred to in paragraphs (a), (b) or (c), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by the directors of the subsidiary.

Alberta, British Columbia, Quebec and Newfoundland and Labrador Investors

By purchasing Subscription Receipts of the company, purchasers in Alberta, British Columbia, Quebec and Newfoundland and Labrador are not entitled to the statutory rights described above. In consideration of their purchase of the Subscription Receipts and upon accepting a purchase confirmation in respect thereof, these purchasers are hereby granted a contractual right of action for damages or rescission that is substantially the same as the statutory right of action provided to residents of Ontario who purchase Subscription Receipts.
Manitoba Investors

If an offering memorandum or any amendment thereto, sent or delivered to a purchaser contains a misrepresentation, the purchaser who purchases the security is deemed to have relied on the misrepresentation if it was a misrepresentation at the time of the purchase and has a statutory right of action for damages against the issuer, every director of the issuer at the date of the offering memorandum, and every person or company who signed the offering memorandum. Alternatively, the purchaser may elect to exercise a statutory right of rescission against the issuer, in which case the purchaser will have no right of action for damages against any of the aforementioned persons. No action shall be commenced to enforce any of the foregoing rights more than: (a) in the case of an action for rescission, 180 days from the date of the transaction that gave rise to the cause of action, or (b) in the case of an action for damages, the earlier of (i) 180 days after the purchaser first had knowledge of the facts giving rise to the cause of action, or (ii) two years after the date of the transaction that gave rise to the cause of action. Securities legislation in Manitoba provides a number of limitations and defenses to such actions, including: a) in an action for rescission or damages, no person or company will be liable if it proves that the purchaser purchased the securities with knowledge of the misrepresentation; b) in an action for damages, no person or company will be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the misrepresentation relied upon; and c) in no case will the amount recoverable under the right of action described above exceed the price at which the securities were offered under the offering memorandum. In addition, persons other than the issuer shall be liable for a misrepresentation if the person proves that the offering memorandum was sent to the purchaser without the person's or company's knowledge or consent, and that, after becoming aware that it was sent, the person or company promptly gave reasonable notice to the issuer that it was sent without the person's or company's knowledge and consent, that, after becoming aware of the misrepresentation, the person or company withdrew the person's or company's consent to the offering memorandum and gave reasonable notice to the issuer of the withdrawal and the reason for it. With respect to any part of the offering memorandum or any amendment to it purporting to be made on the authority of an expert, or purporting to be a copy of, or an extract from, a report, an opinion or a statement of an expert, a person other than the issuer will have no liability if that person proves that the person had no reasonable grounds to believe and did not believe that there had been a misrepresentation, or the part of the offering memorandum or any amendment to it did not fairly represent the report, opinion or statement of the expert or was not a fair copy of, or extract from, the expert's report, opinion or statement, unless the person did not conduct an investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation.

Saskatchewan Investors

Under Saskatchewan securities legislation, certain purchasers who purchase securities offered by an offering memorandum during the period of distribution will have a statutory right of action for damages against the issuer, every director and promoter of the issuer or any selling security holder as of the date of the offering memorandum, every person or company whose consent has been filed under the offering memorandum, every person or company that signed the offering memorandum or the amendment to the offering memorandum and every person or company who sells the securities on behalf of the issuer or selling security holder under the offering memorandum, or while still the owner of the securities, for rescission against the issuer or selling security holder if the offering memorandum contains a misrepresentation without regard to whether the purchasers relied on the misrepresentation. The right of action for damages is exercisable not later than the earlier of one year from the date the purchaser first had knowledge of the facts giving rise to the cause of action and six years from the date on which payment is made for the securities. The right of action for rescission is exercisable not later than 180 days from the date on which payment is made for the securities. If a purchaser elects to exercise the right of action for rescission, the purchaser will have no right of action for damages against the issuer and the others listed above. In no case will the amount recoverable in any action exceed the price at which the securities were offered to the purchaser and if the purchaser is shown to have purchased the securities with knowledge of the misrepresentation, the issuer and the others listed above will have no liability. In the case of an action for damages, the issuer and the others listed above will not be liable for all or any portion of the damages that are proven to not represent the depreciation in value of the securities as a result of the misrepresentation relied upon. Other defenses in Saskatchewan legislation include that no person or company, other than the issuer, will be liable if the person or company proves that (a) the offering memorandum or any amendment to it was sent or delivered without the person's or company's knowledge or consent and that, on becoming aware of it being sent or delivered, that person or company immediately gave reasonable general notice that it was so sent or delivered, or (b) with respect to any part of the offering memorandum or any amendment to it purporting to be made on the authority of an expert, or purporting to be a copy of, or an extract from, a report, an opinion or a statement of an expert, that person or company had no reasonable grounds to believe and did not believe that there had been a misrepresentation, the part of the offering memorandum or any amendment to it did not fairly represent the report, opinion or statement of the expert. No person or company, other than the issuer, is liable for any part of the offering memorandum or the amendment to the offering memorandum not purporting to be made on the authority of an expert and not purporting to be a copy of or an extract from a
report, opinion or statement of an expert, unless the person or company (a) failed to conduct a reasonable investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation, or (b) believed there had been a misrepresentation. Similar rights of action for damages and rescission are provided in Saskatchewan legislation in respect of a misrepresentation in advertising and sales literature disseminated in connection with an offering of securities. Saskatchewan legislation also provides that where an individual makes a verbal statement to a prospective purchaser that contains a misrepresentation relating to the security purchased and the verbal statement is made either before or contemporaneously with the purchase of the security, the purchaser has, without regard to whether the purchaser relied on the misrepresentation, a right of action for damages against the individual who made the verbal statement. In addition, Saskatchewan legislation provides a purchaser with the right to void the purchase agreement and to recover all money and other consideration paid by the purchaser for the securities if the securities are sold by a vendor who is trading in Saskatchewan in contravention of Saskatchewan securities legislation, regulations or a decision of the Financial and Consumer Affairs Authority of Saskatchewan. The Saskatchewan legislation also provides a right of action for rescission or damages to a purchaser of securities to whom an offering memorandum or any amendment to it was not sent or delivered prior to or at the same time as the purchaser enters into an agreement to purchase the securities, as required by the Saskatchewan legislation. A purchaser who receives an amended offering memorandum has the right to withdraw from the agreement to purchase the securities by delivering a notice to the issuer or selling security holder within two business days of receiving the amended offering memorandum. These rights are in addition to, and without derogation from, any other rights or remedies available at law to a Saskatchewan purchaser. The foregoing is a summary of the rights available to a Saskatchewan purchaser. Not all defenses upon which an issuer or others may rely are described herein. Saskatchewan purchasers should refer to the complete text of the relevant statutory provisions.

New Brunswick Investors

Under New Brunswick securities legislation, certain purchasers who purchase securities offered by an offering memorandum during the period of distribution will have a statutory right of action for damages against the issuer, a selling security holder on whose behalf the distribution is made, every person who was a director of the issuer at the date of the offering memorandum and every person who signed the offering memorandum, or while still the owner of the securities, for rescission against the issuer and any selling security holder on whose behalf the distribution is made, in the event that the offering memorandum, or a document incorporated by reference in or deemed incorporated into the offering memorandum, contains a misrepresentation without regard to whether the purchasers relied on the misrepresentation. The right of action for damages is exercisable not later than the earlier of one year from the date the purchaser first had knowledge of the facts giving rise to the cause of action and six years from the date on which payment is made for the securities. The right of action for rescission is exercisable not later than 180 days from the date on which payment is made for the securities. If a purchaser elects to exercise the right of action for rescission, the purchaser will have no right of action for damages against the issuer or any selling security holder. In no case will the amount recoverable in any action exceed the price at which the securities were offered to the purchaser and if the purchaser is shown to have purchased the securities with knowledge of the misrepresentation, the issuer and any selling security holder will have no liability. In the case of an action for damages, the issuer and any selling security holder will not be liable for all or any portion of the damages that are proven to not represent the depreciation in value of the securities as a result of the misrepresentation relied upon. These rights are in addition to, and without derogation from, any other rights or remedies available at law to a New Brunswick purchaser. The foregoing is a summary of the rights available to a New Brunswick purchaser. Not all defenses upon which an issuer, selling security holder or others may rely are described herein. New Brunswick purchasers should refer to the complete text of the relevant statutory provisions.

Nova Scotia Investors

Under Nova Scotia securities legislation, certain purchasers who purchase securities offered by an offering memorandum during the period of distribution will have a statutory right of action for damages against the issuer or other seller and the directors of the issuer as of the date the offering memorandum, or while still the owner of the securities, for rescission against the issuer or other seller if the offering memorandum, or a document incorporated by reference in or deemed incorporated into the offering memorandum, contains a misrepresentation without regard to whether the purchasers relied on the misrepresentation. The right of action for damages or rescission is exercisable not later than 120 days from the date on which payment is made for the securities or after the date on which the initial payment for the securities was made where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment. If a purchaser elects to exercise the right of action for rescission, the purchaser will have no right of action for damages against the issuer or other seller or the directors of the issuer.
In no case will the amount recoverable in any action exceed the price at which the securities were offered to the purchaser and if the purchaser is shown to have purchased the securities with knowledge of the misrepresentation, the issuer or other seller and the directors of the issuer will have no liability. In the case of an action for damages, the issuer or other seller and the directors of the issuer will not be liable for all or any portion of the damages that are proven to not represent the depreciation in value of the securities as a result of the misrepresentation relied upon. In addition, a person or company, other than the issuer, is not liable with respect to any part of the offering memorandum or any amendment to the offering memorandum not purporting (a) to be made on the authority of an expert or (b) to be a copy of, or an extract from, a report, opinion or statement of an expert unless the person or company (i) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation or (ii) believed that there had been a misrepresentation. A person or company, other than the issuer, will not be liable if that person or company proves that (a) the offering memorandum or any amendment to the offering memorandum was sent or delivered to the purchaser without the person's or company's knowledge or consent and that, on becoming aware of its delivery, the person or company gave reasonable general notice that it was delivered without the person's or company's knowledge or consent, (b) after delivery of the offering memorandum or any amendment to the offering memorandum and before the purchase of the securities by the purchaser, on becoming aware of any misrepresentation in the offering memorandum or any amendment to the offering memorandum, and gave reasonable general notice of the withdrawal and the reason for it, or (c) with respect to any part of the offering memorandum or any amendment to the offering memorandum purporting (i) to be made on the authority of an expert, or (ii) to be a copy of, or an extract from, a report, an opinion or a statement of an expert, the person or company had no reasonable grounds to believe and did not believe that (A) there had been a misrepresentation, or (B) the relevant part of the offering memorandum or any amendment to the offering memorandum did not fairly represent the report, opinion or statement of the expert, or was not a fair copy of, or an extract from, the report, opinion or statement of the expert. These rights are in addition to, and without derogation from, any other rights or remedies available at law to a Nova Scotia purchaser. The foregoing is a summary of the rights available to a Nova Scotia purchaser. Not all defenses upon which an issuer or other seller or others may rely are described herein. Nova Scotia purchasers should refer to the complete text of the relevant statutory provisions.

Prince Edward Island Investors

If an offering memorandum, together with any amendment thereto, is delivered to a purchaser and the offering memorandum, or any amendment thereto, contains a misrepresentation, a purchaser has, without regard to whether the purchaser relied on the misrepresentation, a statutory right of action for damages against (a) the issuer, (b) subject to certain additional defenses, against every director of the issuer at the date of the offering memorandum and (c) every person or company who signed the offering memorandum, but may elect to exercise the right of rescission against the issuer (in which case the purchaser shall have no right of action for damages against the aforementioned persons or company). No action shall be commenced to enforce the right of action discussed above more than: (a) in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or (b) in the case of any action for damages, the earlier of: (i) 180 days after the purchaser first had knowledge of the facts giving rise to the cause of action; or (ii) three years after the date of the transaction that gave rise to the cause of action. Securities legislation in Prince Edward Island provides a number of limitations and defenses to such actions, including: a) no person or company will be liable if it proves that the purchaser purchased the securities with knowledge of the misrepresentation; b) in an action for damages, the defendant is not liable for all or any portion of the damages that it proves does not represent the depreciation in value of the securities as a result of the misrepresentation relied upon; and c) in no case shall the amount recoverable under the right of action described herein exceed the price at which the securities were offered under the offering memorandum, or any amendment thereto. A person or company, other than the issuer, will not be liable if that person or company proves that (a) the offering memorandum or any amendment to the offering memorandum was sent or delivered to the purchaser without the person's or company's knowledge or consent and that, on becoming aware of its delivery, the person or company gave reasonable general notice that it was delivered without the person's or company's knowledge or consent, (b) after delivery of the offering memorandum or any amendment to the offering memorandum and before the purchase of the securities by the purchaser, on becoming aware of any misrepresentation in the offering memorandum or any amendment to the offering memorandum, the person or company withdrew the person's or company's consent to the offering memorandum or any amendment to the offering memorandum, and gave reasonable general notice of the withdrawal and the reason for it, or (c) with respect to any part of the offering memorandum or any amendment to the offering memorandum purporting (i) to be made on the authority of an expert, or (ii) to be a copy of, or an extract from, a report, an opinion or a statement of an expert, the person or company had no reasonable grounds to believe and did not believe that (A) there had been a misrepresentation, or (B) the relevant part of the offering memorandum or any amendment to the offering memorandum did not fairly represent the report, opinion or statement of the expert, or was not a fair copy of, or an extract from, the report, opinion or statement of the expert.