

KEPLER ACQUISITION CORP.

Stock Option Plan - Option Certificate

KEPLER ACQUISITION CORP. (the “**Company**”), hereby grants to the Optionee set forth below a stock option (the “**Option**”) to purchase common shares of the Company. The Option shall be subject to the terms and conditions set forth in the **Kepler Acquisition Corp. Stock Option Plan** (the “**Plan**”) as such Plan may be amended or replaced from time to time, and by applicable policies of the TSX Venture Exchange, or other applicable stock exchange. In addition, the Option shall be subject to the terms set forth herein.

Optionee:	Mervyn Pinto
Position with Company:	Director
Number of Common Shares subject to Option:	140,000 (the “ Option Shares ”)
Exercise Price:	\$0.10 per Share
Expiry Date:	Five years from the date on which the shares of the Company are first listed and called for trading on the TSX Venture Exchange (the “ Listing Date ”)

In the event that the Optionee resigns, any and all unexercised stock options shall expire thirty (30) days after the date of resignation, such new expiry date to supersede the Expiry Date of any original and/or amended certificates. In the event that an Optionee is terminated, any and all unexercised stock options shall expire immediately upon the date of termination.

On the close of business on the Expiry Date, the Option granted will expire and terminate and be of no further force and effect whatsoever as to the Option Shares for which the Option hereby granted has not been exercised.

This Option may be exercised at any time and from time to time from and including the Grant Date through to and including up to 4:00 local time in Vancouver, British Columbia on the Expiry Date by delivery to the Administrator of the Plan an Exercise Notice, in the form attached hereto, together with this Certificate and a certified cheque or bank draft payable to “**Kepler Acquisition Corp.**” in an amount equal to the aggregate of the Exercise Price of the Shares in respect of which this Option is being exercised.

In the event of the exercise of the Option, in whole or in part, the Issuer is authorized by the Optionee to take all required steps to provide for any potential or mandatory withholding tax that it may be required or determine to pay to the government on behalf of the Optionee. This could include, without limiting the foregoing, imposing deductions at source or to other compensation or payments due to the Optionee by the Issuer to cover such withholding taxes.

This Certificate and the Option evidenced hereby is not assignable, transferable or negotiable and is subject to the detailed terms and conditions contained in the Plan, the terms and conditions of which the Option Holder hereby expressly agrees with the Issuer to be bound by. This Certificate is issued for convenience only and in the case of any dispute with regard to any matter in respect hereof, the provisions of the Plan and the records of the Issuer shall prevail.

The Option has been granted as at the 17th day of September, 2018.

KEPLER ACQUISITION CORP.

Per: /s/Zachary Dolesky
Director, Kepler Acquisition Corp.

KEPLER ACQUISITION CORP.
STOCK OPTION PLAN

NOTICE OF EXERCISE OF OPTION

TO: The Administrator, Stock Option Plan
KEPLER ACQUISITION CORP.

The undersigned hereby irrevocably gives notice, pursuant to the **KEPLER ACQUISITION CORP.** (the “**Issuer**”) Stock Option Plan (the “**Plan**”), of the exercise of the Option to acquire and hereby subscribes for (**cross out inapplicable item**):

- (a) all of the Shares; or
- (b) _____ of the Shares;

which are the subject of the Option Certificate attached hereto.

The undersigned tenders herewith a certified cheque or bank draft (**circle one**) payable to “**KEPLER ACQUISITION CORP.**” in an amount equal to the aggregate Exercise Price of the aforesaid shares and directs the Issuer to issue the certificate evidencing said shares in the name of the undersigned to be mailed to the undersigned at the following address:

DATED the _____ day of _____, _____.

Signature of Option Holder

KEPLER ACQUISITION CORP.

Stock Option Plan - Option Certificate

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Optionee:	Nick Horsley
Position with Company:	Director
Number of Common Shares subject to Option:	80,000 (the “ Option Shares ”)
Exercise Price:	\$0.10 per Share
Expiry Date:	Five years from the date on which the shares of the Company are first listed and called for trading on the TSX Venture Exchange (the “ Listing Date ”)

In the event that the Optionee resigns, any and all unexercised stock options shall expire thirty (30) days after the date of resignation, such new expiry date to supersede the Expiry Date of any original and/or amended certificates. In the event that an Optionee is terminated, any and all unexercised stock options shall expire immediately upon the date of termination.

On the close of business on the Expiry Date, the Option granted will expire and terminate and be of no further force and effect whatsoever as to the Option Shares for which the Option hereby granted has not been exercised.

This Option may be exercised at any time and from time to time from and including the Grant Date through to and including up to 4:00 local time in Vancouver, British Columbia on the Expiry Date by delivery to the Administrator of the Plan an Exercise Notice, in the form attached hereto, together with this Certificate and a certified cheque or bank draft payable to “**Kepler Acquisition Corp.**” in an amount equal to the aggregate of the Exercise Price of the Shares in respect of which this Option is being exercised.

In the event of the exercise of the Option, in whole or in part, the Issuer is authorized by the Optionee to take all required steps to provide for any potential or mandatory withholding tax that it may be required or determine to pay to the government on behalf of the Optionee. This could include, without limiting the foregoing, imposing deductions at source or to other compensation or payments due to the Optionee by the Issuer to cover such withholding taxes.

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KEPLER ACQUISITION CORP.

Per: /s/Zachary Dolesky
Director, Kepler Acquisition Corp.

KEPLER ACQUISITION CORP.
STOCK OPTION PLAN

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DATED the _____ day of _____, _____.

Signature of Option Holder

KEPLER ACQUISITION CORP.

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Optionee:	Zachary Dolesky
Position with Company:	Director
Number of Common Shares subject to Option:	180,000 (the “ Option Shares ”)
Exercise Price:	\$0.10 per Share
Expiry Date:	Five years from the date on which the shares of the Company are first listed and called for trading on the TSX Venture Exchange (the “ Listing Date ”)

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KEPLER ACQUISITION CORP.

Per: /s/Zachary Dolesky
Director, Kepler Acquisition Corp.

**KEPLER ACQUISITION CORP.
STOCK OPTION PLAN**

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DATED the _____ day of _____, _____.

Signature of Option Holder