

EURO MANGANESE INC.

AMENDED STOCK OPTION PLAN

(dated October 27, 2015 as amended and restated effective February 21, 2018 and subsequently amended on June 11, 2018)

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STOCK OPTION PLAN

PART 1 DEFINITIONS AND INTERPRETATION

Definitions

1.1 As used herein, unless there is something in the subject matter or context inconsistent therewith, the following terms will have the meanings set forth below:

- (a) “**Administrator**” means such Executive or Employee of the Company as may be designated as Administrator by the Committee from time to time, or, if no such person is appointed, the Committee itself.
- (b) “**Associate**” has the meaning set out in the Securities Act.
- (c) “**Board**” means the board of directors of the Company.
- (d) “**Business Day**” means any day, other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia, Canada.
- (e) “**Change of Control**” means an occurrence when either:
 - (i) a Person or Entity, other than the current “control person” of the Company (as that term is defined in the Securities Act), becomes a “control person” of the Company; or
 - (ii) a majority of the directors elected at any annual or extraordinary general meeting of shareholders of the Company are not individuals nominated by the Company’s then-incumbent Board.
- (f) “**Committee**” means a committee of the Board to which the responsibility of approving the grant of stock options has been delegated, or if no such committee is appointed, the Board itself.
- (g) “**Company**” means Euro Manganese Inc.
- (h) “**Consultant**” means an individual who:
 - (i) is engaged to provide, on an ongoing bona fide basis, consulting, technical, management or other services to the Company or any Subsidiary other than services provided in relation to a “distribution” (as that term is described in the Securities Act);
 - (ii) provides the services under a written contract between the Company or any Subsidiary and the individual or a Consultant Entity (as defined in §(h)(v) below);

(iii) in the reasonable opinion of the Board, spends or will spend a significant amount of time and attention on the affairs and business of the Company or any Subsidiary; and

(iv) has a relationship with the Company or any Subsidiary that enables the individual to be knowledgeable about the business and affairs of the Company or is otherwise permitted by applicable Regulatory Rules to be granted Options as a Consultant or as an equivalent thereof,

and includes:

(v) a corporation of which the individual is an employee or shareholder or a partnership of which the individual is an employee or partner (a “**Consultant Entity**”).

(i) “**Disability**” means a medically determinable physical or mental impairment expected to result in death or to last for a continuous period of not less than 12 months, and which causes an individual to be unable to engage in any substantial gainful activity, or any other condition of impairment that the Committee, acting reasonably, determines constitutes a disability.

(j) “**Disinterested Shareholder Approval**” means approval by a simple majority of the votes cast by the Company’s shareholders at a duly constituted shareholders’ meeting, excluding votes attached to Shares beneficially owned by Insiders who are Executives, Employees or Consultants or their Associates.

(k) “**Employee**” means:

(i) an individual who works full-time or part-time for the Company or any Subsidiary and such other individual as may, from time to time, be permitted by applicable Regulatory Rules to be granted Options as an employee or as an equivalent thereto; or

(ii) an individual who works for the Company or any Subsidiary either full-time or on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company or any Subsidiary over the details and methods of work as an employee of the Company or any Subsidiary, but for whom income tax deductions are not made at source,

and includes:

(iii) a corporation wholly-owned by such individual.

(l) “**Exchange**” means the stock exchange upon which the Company’s Shares principally trade, if any.

- (m) “**Executive**” means an individual who is a director or officer of the Company or a Subsidiary and includes a corporation wholly-owned by such individual.
- (n) “**Exercise Notice**” means the written notice of the exercise of an Option, in the form set out as Schedule B hereto, duly executed by the Option Holder.
- (o) “**Exercise Period**” means the period during which a particular Option may be exercised and is the period from and including the Grant Date through to and including the Expiry Time on the Expiry Date provided, however, that no Option can be exercised unless and until all necessary Regulatory Approvals have been obtained.
- (p) “**Exercise Price**” means the price at which an Option is exercisable as determined in accordance with §5.3.
- (q) “**Expiry Date**” means the date the Option expires as set out in the Option Certificate or as otherwise determined in accordance with §5.5, §6.2, §6.3, §6.4 or §11.4.
- (r) “**Expiry Time**” means the time the Option expires on the Expiry Date, which is 4:00 p.m. local time in Vancouver, British Columbia on the Expiry Date.
- (s) “**Grant Date**” means the date on which the Committee grants a particular Option, which is the date the Option comes into effect provided however that no Option can be exercised unless and until all necessary Regulatory Approvals have been obtained.
- (t) “**Insider**” means an insider as that term is defined in the Securities Act.
- (u) “**Listing Rules**” means the Listing Rules of ASX Limited and any other rules of ASX Limited which are applicable to the Company while it is admitted to the Official List of ASX Limited, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX Limited.
- (v) “**Market Value**” means the market value of the Shares as determined in accordance with §5.3.
- (w) “**Option**” means an incentive share purchase option granted pursuant to this Plan entitling the Option Holder to purchase Shares of the Company.
- (x) “**Option Certificate**” means the certificate, in substantially the form set out as Schedule A hereto, evidencing the Option.
- (y) “**Option Holder**” means a Person or Entity who holds an unexercised and unexpired Option or, where applicable, the Personal Representative of such person.
- (z) “**Outstanding Issue**” means the number of Shares that are outstanding from time to time on a non-diluted basis.
- (aa) “**Person or Entity**” means an individual, natural person, corporation, government or political subdivision or agency of a government, and where two or more persons act as

a partnership, limited partnership, syndicate or other group for the purpose of acquiring, holding or disposing of securities of an issuer, such partnership, limited partnership, syndicate or group will be deemed to be a Person or Entity.

(bb) “**Personal Representative**” means:

(i) in the case of a deceased Option Holder, the executor or administrator of the deceased duly appointed by a court or public authority having jurisdiction to do so; and

(ii) in the case of an Option Holder who for any reason is unable to manage his or her affairs, the person entitled by law to act on behalf of such Option Holder.

(cc) “**Plan**” means this stock option plan as from time to time amended.

(dd) “**Plan Shares**” means Shares reserved for Options pursuant to this Plan.

(ee) “**Regulatory Approvals**” means any necessary approvals of the Regulatory Authorities, including any approvals under the ASX Listing Rules, as may be required from time to time for the implementation, operation or amendment of this Plan or for the Options granted from time to time hereunder.

(ff) “**Regulatory Authorities**” means all organized trading facilities on which the Shares are listed, and all securities commissions or similar securities regulatory bodies having jurisdiction over the Company, this Plan or the Options granted from time to time hereunder.

(gg) “**Regulatory Rules**” means all corporate and securities laws, regulations, rules, policies, notices, instruments and other orders of any kind whatsoever which may, from time to time, apply to the implementation, operation or amendment of this Plan or the Options granted from time to time hereunder including, without limitation, those of the applicable Regulatory Authorities and Exchange.

(hh) “**Securities Act**” means the *Securities Act* (British Columbia), RSBC 1996, c.418 as from time to time amended.

(ii) “**Share**” or “**Shares**” means, as the case may be, one or more common shares without par value in the capital stock of the Company.

(jj) “**Share Compensation Arrangement**” excluding this Plan, means any stock option, stock option plan, former stock option plan of the Company, Employee stock purchase plan or any other compensation or incentive program involving the issuance or potential issuance of Shares to an Executive, Employee or Consultant.

(kk) “**Shareholder Approval**” means approval by a simple majority of the votes cast by eligible shareholders of the Company at a duly constituted shareholders’ meeting.

(ll) “**Subsidiary**” means a wholly-owned or controlled subsidiary corporation of the Company.

(mm) “**Triggering Event**” means:

- (i) the proposed dissolution, liquidation or wind-up of the Company;
- (ii) a proposed merger, amalgamation, arrangement or reorganization of the Company with one or more corporations as a result of which, immediately following such event, the shareholders of the Company as a group, as they were immediately prior to such event, are expected to hold less than a majority of the outstanding capital stock of the surviving corporation;
- (iii) the proposed acquisition of all or substantially all of the issued and outstanding shares of the Company by one or more Persons or Entities;
- (iv) a proposed Change of Control of the Company;
- (v) the proposed sale or other disposition of all or substantially all of the assets of the Company; or
- (vi) a proposed material alteration of the capital structure of the Company which, in the opinion of the Committee, is of such a nature that it is not practical or feasible to make adjustments to this Plan or to the Options granted hereunder to permit the Plan and Options granted hereunder to stay in effect.

(nn) “**Vest**” or “**Vesting**” means that a portion of the Option granted to the Option Holder which is available to be exercised by the Option Holder at any time and from time to time.

PART 2 GRANT OF OPTIONS

Grant of Options

2.1 The Committee will, from time to time in its sole discretion, grant Options to such Persons or Entities and on such terms and conditions as are permitted under this Plan.

Record of Option Grants

2.2 The Committee will be responsible to maintain a record of all Options granted under this Plan and such record will contain, in respect of each Option:

- (a) the name and address of the Option Holder;
- (b) the category (Executive, Employee or Consultant) under which the Option was granted to him, her or it;

- (c) the Grant Date and Expiry Date of the Option;
- (d) the number of Shares which may be acquired on the exercise of the Option and the Exercise Price of the Option;
- (e) the vesting and other additional terms, if any, attached to the Option; and
- (f) the particulars of each and every time the Option is exercised.

Effect of Plan

2.3 All Options granted pursuant to the Plan will be subject to the terms and conditions of the Plan notwithstanding the fact that the Option Certificates issued in respect thereof do not expressly contain such terms and conditions but instead incorporate them by reference to the Plan. The Option Certificates will be issued for convenience only and in the case of a dispute with regard to any matter in respect thereof, the provisions of the Plan and the records of the Company will prevail over the terms and conditions in the Option Certificate, save and except as noted below. Each Option will also be subject to, in addition to the provisions of the Plan, the terms and conditions contained in the schedules, if any, attached to the Option Certificate for such Option. Should the terms and conditions contained in such schedules be inconsistent with the provisions of the Plan, such terms and conditions will supersede the provisions of the Plan.

PART 3 PURPOSE AND PARTICIPATION

Purpose of Plan

3.1 The purpose of the Plan is to provide the Company with a share-related mechanism to attract, retain and motivate qualified Executives, Employees and Consultants to contribute toward the long-term goals of the Company, and to encourage such individuals to acquire Shares of the Company as long term investments.

Participation in Plan

3.2 The Committee will, from time to time and in its sole discretion, determine those Executives, Employees and Consultants to whom Options are to be granted.

Limits on Option Grants

3.3 The following limitations will apply to the Plan and all Options thereunder:

- (a) Subject to Disinterested Shareholder Approval being obtained and if required by Regulatory Rules, the maximum number of Options which may be granted to any one Option Holder under the Plan within any 12-month period will be 5% of the Outstanding Issue;

- (b) with respect to §5.1, the Expiry Date of an Option will be no later than the tenth anniversary of the Grant Date of such Option;
- (c) if required by Regulatory Rules, the maximum number of Options which may be granted to any one Consultant within any 12-month period must not exceed 2% of the Outstanding Issue; and
- (d) the maximum number of Options which may be granted within any 12 month period to Employees or Consultants engaged in investor relations activities must not exceed 2% of the Outstanding Issue and such options must vest in stages over 12 months with no more than 25% of the Options vesting in any three month period, and such limitation will not be an amendment to this Plan requiring the Option Holders consent under §9.2 of this Plan.

Notification of Grant

3.4 Following the granting of an Option, the Administrator will, within a reasonable period of time, notify the Option Holder in writing of the grant and will enclose with such notice the Option Certificate representing the Option so granted. In no case will the Company be required to deliver an Option Certificate to an Option Holder until such time as the Company has obtained all necessary Regulatory Approvals for the grant of the Option.

Copy of Plan

3.5 Each Option Holder, concurrently with the notice of the grant of the Option, will be provided with a copy of the Plan. A copy of any amendment to the Plan will be promptly provided by the Administrator to each Option Holder.

Limitation on Service

3.6 The Plan does not give any Option Holder that is an Executive the right to serve or continue to serve as an Executive of the Company or any Subsidiary, nor does it give any Option Holder that is an Employee or Consultant the right to be or to continue to be employed or engaged by the Company or any Subsidiary.

No Obligation to Exercise

3.7 Option Holders will be under no obligation to exercise Options.

Agreement

3.8 The Company and every Option Holder granted an Option hereunder will be bound by and subject to the terms and conditions of this Plan. By accepting an Option granted hereunder, the Option Holder has expressly agreed with the Company to be bound by the terms and conditions of this Plan. In the event that the Option Holder receives his, her or its Options pursuant to an oral or written agreement with the Company or a Subsidiary, whether such agreement is an employment agreement, consulting agreement or any other kind of agreement of any kind whatsoever, the Option Holder acknowledges that in the event of any inconsistency between the terms relating to the grant of such Options in that agreement and the terms attaching to the Options as provided for

in this Plan, the terms provided for in this Plan will prevail and the other agreement will be deemed to have been amended accordingly.

Notice

3.9 Any notice, delivery or other correspondence of any kind whatsoever to be provided by the Company to an Option Holder will be deemed to have been provided if provided to the last home address, fax number or email address of the Option Holder in the records of the Company and the Company will be under no obligation to confirm receipt or delivery.

Representation

3.10 If required by Regulatory Rules, then as a condition precedent to the issuance of an Option, the Company must be able to represent to the Exchange as of the Grant Date that the Option Holder is a bona fide Executive, Employee or Consultant of the Company or any Subsidiary.

PART 4 NUMBER OF SHARES UNDER PLAN

Board to Approve Issuance of Shares

4.1 The Committee will approve by resolution the issuance of all Shares to be issued to Option Holders upon the exercise of Options, such authorization to be deemed effective as of the Grant Date of such Options.

Number of Shares

The maximum aggregate number of Plan Shares that may be reserved for issuance under the Plan at any point in time is 10% of the Outstanding Shares at the time Plan Shares are reserved for issuance as a result of the grant of an Option, less any Shares reserved for issuance under share options granted under Share Compensation Arrangements other than this Plan. If any Option expires or otherwise terminates for any reason without having been exercised in full, the number of Shares in respect of such expired or terminated Option will again be available for the purposes of granting Options pursuant to this Plan.

Fractional Shares

4.2 No fractional shares will be issued upon the exercise of any Option and, if as a result of any adjustment, an Option Holder would become entitled to a fractional share, such Option Holder will have the right to purchase only the next lowest whole number of Shares and no payment or other adjustment will be made for the fractional interest.

PART 5

TERMS AND CONDITIONS OF OPTIONS

Exercise Period of Option

5.1 Subject to §5.5, §6.2, §6.3, §6.4 and §11.4, the Grant Date and the Expiry Date of an Option will be the dates fixed by the Committee at the time the Option is granted and will be set out in the Option Certificate issued in respect of such Option.

Number of Shares Under Option

5.2 The number of Shares which may be purchased pursuant to an Option will be determined by the Committee and will be set out in the Option Certificate issued in respect of the Option.

Exercise Price of Option

5.3 The Exercise Price at which an Option Holder may purchase a Share upon the exercise of an Option will be determined by the Committee and will be set out in the Option Certificate issued in respect of the Option. The Exercise Price will not be less than the Market Value of the Shares as of the Grant Date. The Market Value of the Shares for a particular Grant Date will be determined as follows:

- (a) for each organized trading facility on which the Shares are listed, Market Value will be the closing trading price of the Shares on the day immediately preceding the Grant Date, and may be less than this price if it is within the discounts permitted by the applicable Regulatory Authorities;
- (b) if the Company's Shares are listed on more than one organized trading facility, the Market Value will be the Market Value as determined in accordance with subparagraph (a) above for the primary organized trading facility on which the Shares are listed, as determined by the Committee, subject to any adjustments as may be required to secure all necessary Regulatory Approvals;
- (c) if the Company's Shares are listed on one or more organized trading facilities but have not traded during the ten trading days immediately preceding the Grant Date, then the Market Value will be, subject to any adjustments as may be required to secure all necessary Regulatory Approvals, such value as is determined by the Committee; and
- (d) if the Company's Shares are not listed on any organized trading facility, then the Market Value will be, subject to any adjustments as may be required to secure all necessary Regulatory Approvals, such value as is determined by the Committee to be the fair value of the Shares, taking into consideration all factors that the Committee deems appropriate, including, without limitation, recent sale and offer prices of the Shares in private transactions negotiated at arms' length. Notwithstanding anything else contained herein, in no case will the Market Value be less than the minimum prescribed by each of the organized trading facilities that would apply to the Company on the Grant Date in question.

5.4 The Exercise Price of an Option, once determined by the Committee, shall not be amended, changed or modified, except as expressly permitted by §9.2 and §11.3.

Termination of Option

5.5 Subject to such other terms or conditions that may be attached to Options granted hereunder, an Option Holder may exercise an Option in whole or in part at any time and from time to time during the Exercise Period. Any Option or part thereof not exercised within the Exercise Period will terminate and become null, void and of no effect as of the Expiry Time on the Expiry Date. The Expiry Date of an Option will be the earlier of the date so fixed by the Committee at the time the Option is granted as set out in the Option Certificate and the date established, if applicable, in paragraphs (a) or (b) below or §6.2, §6.3, §6.4 or §11.4 of this Plan:

(a) **Ceasing to Hold Office** - In the event that the Option Holder holds his or her Option as an Executive and such Option Holder ceases to hold such position other than by reason of death or Disability, the Expiry Date of the Option will be, unless otherwise determined by the Committee and expressly provided for in the Option Certificate, the 30th day following the date the Option Holder ceases to hold such position unless the Option Holder ceases to hold such position as a result of:

- (i) ceasing to meet the qualifications set forth in the corporate legislation applicable to the Company;
- (ii) a special resolution having been passed by the shareholders of the Company removing the Option Holder as a director of the Company or any Subsidiary; or
- (iii) an order made by any Regulatory Authority having jurisdiction to so order,

in which case the Expiry Date will be the date the Option Holder ceases to hold such position; OR

(b) **Ceasing to be Employed or Engaged** - In the event that the Option Holder holds his or her Option as an Employee or Consultant and such Option Holder ceases to hold such position other than by reason of death or Disability, the Expiry Date of the Option will be, unless otherwise determined by the Committee and expressly provided for in the Option Certificate, the 30th day following the date the Option Holder ceases to hold such position, unless the Option Holder ceases to hold such position as a result of:

- (i) termination for cause;
- (ii) resigning his or her position; or
- (iii) an order made by any Regulatory Authority having jurisdiction to so order,

in which case the Expiry Date will be the date the Option Holder ceases to hold such position.

In the event that the Option Holder ceases to hold the position of Executive, Employee or Consultant for which the Option was originally granted but concurrently comes to hold a different position as an Executive, Employee or Consultant then the Option will stay in place for that Option Holder with such Option treated as being held by that Option Holder in his or her new position and such will not be considered to be an amendment to the Option in question requiring the consent of the Option Holder under §9.2 of this Plan. Notwithstanding anything else contained herein, in no case will an Option be exercisable later than the Expiry Date of the Option.

Blackout Period

5.6 The Company may from time to time impose trading blackouts during which Executives, Consultants or Employees may not trade in the securities of the Company. If a trading blackout is imposed, subject to the terms of the blackout and the Company's blackout policy, Option Holders may not exercise Options until expiry of the blackout period.

As a result of the foregoing limitation, the term of any Option that would otherwise expire during a blackout period or within five (5) Business Days thereafter will be extended by ten (10) Business days following the expiry of such blackout period, provided that the following requirements are satisfied:

- (a) the blackout period must be formally imposed by the Company pursuant to its internal trading policies. For greater certainty, in the absence of the Company formally imposing a blackout period, the expiry date of any Options will not be automatically extended in any circumstances;
- (b) the blackout period must expire upon the general disclosure of the undisclosed Material Information (as such term is defined in the policies of the TSX Venture Exchange); and
- (c) the automatic extension of an Option Holder's Options will not be permitted where the Option Holder or the Company is subject to a cease trade order (or similar order under securities laws) in respect of the Company's securities.

Hold Period

5.7 The Company may grant Options without an Exchange hold period provided that the Option is not granted to an insider or promoter of the Company and provided that the Exercise Price of an Option is based on the Market Value and not at a discount to the Market Value.

Vesting of Option and Acceleration

5.8 The vesting schedule for an Option, if any, will be determined by the Committee and will be set out in the Option Certificate issued in respect of the Option. The Committee may elect, at any time, to accelerate the vesting schedule of one or more Options including, without limitation, on a Triggering Event, and such acceleration will not be considered an amendment to the Option in question requiring the consent of the Option Holder under §9.2 of this Plan.

Additional Terms

5.9 Subject to all applicable Regulatory Rules and all necessary Regulatory Approvals, the Committee may attach additional terms and conditions to the grant of a particular Option, such terms and conditions to be set out in a schedule attached to the Option Certificate. The Option Certificates will be issued for convenience only, and in the case of a dispute with regard to any matter in respect thereof, the provisions of this Plan and the records of the Company will prevail over the terms and conditions in the Option Certificate, save and except as noted below. Each Option will also be subject to, in addition to the provisions of the Plan, the terms and conditions contained in the schedules, if any, attached to the Option Certificate for such Option. Should the terms and conditions contained in such schedules be inconsistent with the provisions of the Plan, such terms and conditions will supersede the provisions of the Plan.

PART 6 TRANSFERABILITY OF OPTIONS

Non-transferable

6.1 Except as provided otherwise in this Part 6, Options are non-assignable and non-transferable.

Death of Option Holder

6.2 In the event of the Option Holder's death, any Options held by such Option Holder will pass to the Personal Representative of the Option Holder and will be exercisable by the Personal Representative on or before the date which is the earlier of one year following the date of death and the applicable Expiry Date.

Disability of Option Holder

6.3 If the employment or engagement of an Option Holder as an Employee or Consultant or the position of an Option Holder as a director or officer of the Company or a Subsidiary is terminated by the Company by reason of such Option Holder's Disability, any Options held by such Option Holder will be exercisable by such Option Holder or by the Personal Representative on or before the date which is the earlier of one year following the termination of employment, engagement or appointment as a director or officer and the applicable Expiry Date.

Disability and Death of Option Holder

6.4 If an Option Holder has ceased to be employed, engaged or appointed as a director or officer of the Company or a Subsidiary by reason of such Option Holder's Disability and such Option Holder dies within one year after the termination of such engagement, any Options held by such Option Holder that could have been exercised immediately prior to his or her death will pass to the Personal Representative of such Option Holder and will be exercisable by the Personal Representative on or before the date which is the earlier of one year following the death of such Option Holder and the applicable Expiry Date.

Vesting

6.5 Unless the Committee determines otherwise, Options held by or exercisable by a Personal Representative will, during the period prior to their termination, continue to vest in accordance with any vesting schedule to which such Options are subject.

Deemed Non-Interruption of Engagement

6.6 Employment or engagement by the Company will be deemed to continue intact during any military or sick leave or other bona fide leave of absence if the period of such leave does not exceed 90 days or, if longer, for so long as the Option Holder's right to re-employment or re-engagement by the Company is guaranteed either by statute or by contract. If the period of such leave exceeds 90 days and the Option Holder's re-employment or re-engagement is not so guaranteed, then his or her employment or engagement will be deemed to have terminated on the ninety-first day of such leave.

PART 7 EXERCISE OF OPTION

Exercise of Option

7.1 An Option may be exercised only by the Option Holder or the Personal Representative of any Option Holder. An Option Holder or the Personal Representative of any Option Holder may exercise an Option in whole or in part at any time and from time to time during the Exercise Period up to the Expiry Time on the Expiry Date by delivering to the Administrator the required Exercise Notice, the applicable Option Certificate and a certified cheque or bank draft or wire transfer payable to the Company in an amount equal to the aggregate Exercise Price of the Shares then being purchased pursuant to the exercise of the Option.

Issue of Share Certificates

7.2 As soon as reasonably practicable following the receipt of the Exercise Notice, the Administrator will cause to be delivered to the Option Holder a certificate for the Shares so purchased. If the number of Shares so purchased is less than the number of Shares subject to the Option Certificate surrendered, the Administrator will also provide a new Option Certificate for the balance of Shares available under the Option to the Option Holder concurrent with delivery of the Share Certificate.

No Rights as Shareholder

7.3 Until the date of the issuance of the certificate for the Shares purchased pursuant to the exercise of an Option, the Option Holder will have no right to vote or receive dividends or any other rights as a shareholder (including, for greater certainty, any right to participate in a rights offering or share dividend) with respect to such Shares, notwithstanding the exercise of the Option, unless the Committee determines otherwise. In the event of any dispute over the date of the issuance of the certificates, the decision of the Committee will be final, conclusive and binding.

Tax Withholding and Procedures

7.4 Notwithstanding anything else contained in this Plan, the Company may, from time to time, implement such procedures and conditions as it determines appropriate with respect to the withholding and remittance of taxes imposed under applicable law, or the funding of related amounts for which liability may arise under such applicable law. Without limiting the generality of the foregoing, an Option Holder or the Personal Representative, as the case may be, who wishes to exercise an Option must, in addition to following the procedures set out in §7.1 and elsewhere in this Plan, and as a condition of exercise:

- (a) deliver a certified cheque, wire transfer or bank draft payable to the Company for the amount determined by the Company to be the appropriate amount on account of such taxes or related amounts; or
- (b) otherwise ensure, in a manner acceptable to the Company (if at all) in its sole and unfettered discretion, that the amount will be securely funded;

and must in all other respects follow any related procedures and conditions imposed by the Company.

PART 8 ADMINISTRATION

Board or Committee

8.1 The Plan will be administered by the Administrator with oversight by the Committee.

Powers of Committee

8.2 The Committee will have the authority to do the following:

- (a) oversee the administration of the Plan in accordance with its terms;
- (b) appoint or replace the Administrator from time to time;
- (c) determine all questions arising in connection with the administration, interpretation and application of the Plan, including all questions relating to the Market Value;
- (d) correct any defect, supply any information or reconcile any inconsistency in the Plan in such manner and to such extent as will be deemed necessary or advisable to carry out the purposes of the Plan;
- (e) prescribe, amend, and rescind rules and regulations relating to the administration of the Plan;
- (f) determine the duration and purposes of leaves of absence from employment or engagement by the Company which may be granted to Option Holders without constituting a termination of employment or engagement for purposes of the Plan;

- (g) do the following with respect to the granting of Options:
 - (i) determine the Executives, Employees or Consultants to whom Options will be granted, based on the eligibility criteria set out in this Plan;
 - (ii) determine the terms of the Option to be granted to an Option Holder including, without limitation, the Grant Date, Expiry Date, Exercise Price and vesting schedule (which need not be identical with the terms of any other Option);
 - (iii) subject to any necessary Regulatory Approvals and §9.2, amend the terms of any Options;
 - (iv) determine when Options will be granted; and
 - (v) determine the number of Shares subject to each Option;
- (h) accelerate the vesting schedule of any Option previously granted; and
- (i) make all other determinations necessary or advisable, in its sole discretion, for the administration of the Plan.

Administration by Committee

8.3 All determinations made by the Committee in good faith will be final, conclusive and binding upon all persons. The Committee will have all powers necessary or appropriate to accomplish its duties under this Plan.

Interpretation

8.4 The interpretation by the Committee of any of the provisions of the Plan and any determination by it pursuant thereto will be final, conclusive and binding and will not be subject to dispute by any Option Holder. No member of the Committee or any person acting pursuant to authority delegated by it hereunder will be personally liable for any action or determination in connection with the Plan made or taken in good faith and each member of the Committee and each such person will be entitled to indemnification with respect to any such action or determination in the manner provided for by the Company.

PART 9 APPROVALS AND AMENDMENT

Shareholder Approval of Plan

9.1 This Plan is subject to Shareholder Approval at establishment and annually. Any Options granted under this Plan prior to such time will not be exercisable or binding on the Company unless and until Shareholder Approval is obtained. After initial Shareholder Approval, if annual Shareholder Approval is not obtained in accordance with Regulatory Rules, no further Options may be granted this Plan until such Shareholder Approval is obtained. The Company will also

obtain Disinterested Shareholder Approval to the grant of Options if the Plan, together with all of the Company's previously established and outstanding stock option plans or grants, could result at any time in the grant to insiders (as a group), within a 12 month period or at any point in time, of a number of Options exercisable for Shares exceeding 10% of the then issued Shares.

Amendment of Option or Plan

9.2 Subject to any required Regulatory Approvals, the Committee may from time to time amend any existing Option or the terms and conditions of any Option, provided that where such amendment relates to an existing Option and it would:

- (a) materially decrease the rights or benefits accruing to an Option Holder; or
- (b) materially increase the obligations of an Option Holder;

then, unless otherwise excepted by a provision of this Plan, the Committee must also obtain the written consent of the Option Holder in question to such amendment. If at the time the Exercise Price of an Option is reduced the Option Holder is an Insider of the Company, the Insider must not exercise the Option at the reduced Exercise Price until the reduction in Exercise Price has received Disinterested Shareholder Approval, if required by Regulatory Rules or by the Committee.

PART 10 CONDITIONS PRECEDENT TO ISSUANCE OF OPTIONS AND SHARES

Compliance with Laws

10.1 An Option will not be granted or exercised, and Shares will not be issued pursuant to the exercise of any Option, unless the grant and exercise of such Option and the issuance and delivery of such Shares comply with all applicable Regulatory Rules, and such Options and Shares will be subject to all applicable trading restrictions in effect pursuant to such Regulatory Rules and the Company will be entitled to legend the Option Certificates and the certificates representing such Shares accordingly. For the avoidance of doubt, prior to an Option being granted to a person in the United States or to a U.S. person (as defined in Regulation S under the U.S. Securities Act of 1933, as amended), such proposed Option Holder will be required to provide further representations and warranties to the Company evidencing that the Option Holder is an "accredited investor" as defined in Rule 501 of Regulation D of the United States *Securities Act of 1933*, as amended.

Regulatory Approvals

10.2 In administering this Plan, the Committee will seek any Regulatory Approvals which may be required. The Committee will not permit any Options to be granted without first obtaining the necessary Regulatory Approvals unless such Options are granted conditional upon such Regulatory Approvals being obtained. The Committee will make all filings required with the Regulatory Authorities in respect of the Plan and each grant of Options hereunder. No Option granted will be exercisable or binding on the Company unless and until all necessary Regulatory Approvals have been obtained. The Committee will be entitled to amend this Plan and the Options

granted hereunder in order to secure any necessary Regulatory Approvals and such amendments will not require the consent of the Option Holders under §9.2 of this Plan.

Inability to Obtain Regulatory Approvals

10.3 The Company's inability to obtain Regulatory Approval from any applicable Regulatory Authority, which Regulatory Approval is deemed by the Committee to be necessary to complete the grant of Options hereunder, the exercise of those Options or the lawful issuance and sale of any Shares pursuant to such Options, will relieve the Company of any liability with respect to the failure to complete such transaction.

PART 11 ADJUSTMENTS AND TERMINATION

Termination of Plan

11.1 Subject to any necessary Regulatory Approvals, the Committee may terminate or suspend the Plan. Unless earlier terminated as provided in this Part 11, the Plan will terminate on, and no more Options will be granted under the Plan after, the tenth anniversary of the date of shareholder approval of the Plan under §9.1.

No Grant During Suspension of Plan

11.2 No Option may be granted during any suspension, or after termination, of the Plan. Suspension or termination of the Plan will not, without the consent of the Option Holder, alter or impair any rights or obligations under any Option previously granted.

Alteration in Capital Structure

11.3 If there is a material alteration in the capital structure of the Company and the Shares are consolidated, subdivided, converted, exchanged, reclassified or in any way substituted for, or there is any other reorganization of the Shares, the Committee will make such adjustments to this Plan and to the Options then outstanding under this Plan as the Committee determines to be appropriate and equitable under the circumstances (and consistent with the ASX Listing Rules, to the extent applicable to such event), so that the proportionate interest of each Option Holder will, to the extent practicable, be maintained as before the occurrence of such event. Such adjustments may include, without limitation:

- (a) a change in the number or kind of shares of the Company covered by such Options;
and
- (b) a change in the Exercise Price payable per Share provided, however, that the aggregate Exercise Price applicable to the unexercised portion of existing Options will not be altered, it being intended that any adjustments made with respect to such Options will apply only to the Exercise Price per Share and the number of Shares subject thereto.

For purposes of this §11.3, and without limitation, neither:

- (c) the issuance of additional securities of the Company in exchange for adequate consideration (including services); nor
- (d) the conversion of outstanding securities of the Company into Shares will be deemed to be material alterations of the capital structure of the Company. Any adjustment made to any Options pursuant to this §11.3 will not be considered an amendment requiring the Option Holder's consent for the purposes of §9.2 of this Plan.

Triggering Events

11.4 Subject to the Company complying with §11.5 and any necessary Regulatory Approvals and notwithstanding any other provisions of this Plan or any Option Certificate, the Committee may, without the consent of the Option Holder or Holders in question:

- (a) cause all or a portion of any of the Options granted under the Plan to terminate upon the occurrence of a Triggering Event; or
- (b) cause all or a portion of any of the Options granted under the Plan to be exchanged for incentive stock options of another corporation upon the occurrence of a Triggering Event in such ratio and at such exercise price as the Committee deems appropriate, acting reasonably.

Such termination or exchange will not be considered an amendment requiring the Option Holder's consent for the purpose of §9.2 of the Plan.

Notice of Termination by Triggering Event

11.5 In the event that the Committee wishes to cause all or a portion of any of the Options granted under this Plan to terminate on the occurrence of a Triggering Event, it must give written notice to the Option Holders in question not less than 10 days prior to the consummation of a Triggering Event so as to permit the Option Holder the opportunity to exercise the vested portion of the Options prior to such termination. Upon the giving of such notice and subject to any necessary Regulatory Approvals, including regulatory approval from the Exchange for Options granted to those providing investor relations services, all Options or portions thereof granted under the Plan which the Company proposes to terminate will become immediately exercisable notwithstanding any contingent vesting provision to which such Options may have otherwise been subject.

Determinations to be Made by Committee

11.6 Adjustments and determinations under this Part 11 will be made by the Committee, whose decisions as to what adjustments or determination will be made, and the extent thereof, will be final, binding, and conclusive.

PART 12 GENERAL

No Representation or Warranty

12.1 The Company makes no representation or warranty as to the future market value of the Shares issued in accordance with the provisions of the Plan or to the effect of the *Income Tax Act* (Canada) or any other taxing statute governing the Options or the Shares issuable thereunder or the tax consequences to an Option Holder. Compliance with applicable securities laws as to the disclosure and resale obligations of each Option Holder is the responsibility of each Option Holder and not the Company.

Choice of Law

12.2 The Plan is established under, and the provisions of the Plan will be subject to and interpreted and construed solely in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein without giving effect to the conflicts of laws principles thereof and without reference to the laws of any other jurisdiction. The Company and each Option Holder hereby attorn to the jurisdiction of the Courts of British Columbia.

Headings

12.3 The headings used herein are for convenience only and are not to affect the interpretation of the Plan.

Interpretation

12.4 A reference to a Part means a Part of this Plan and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of this Plan so designated.

Continuation of the Plan

12.5 Subject to §9.1, this Plan will become effective from and after October 27, 2015, as amended February 21, 2018, and will remain effective provided that the Plan, or any amended version thereof, receives Shareholder Approval at each annual general meeting of the holders of Shares subsequent to October 27, 2015 (and also if required under the terms of this Plan or any Regulatory Rules, Disinterested Shareholder Approval).

SCHEDULE A

EURO MANGANESE INC.

STOCK OPTION PLAN - OPTION CERTIFICATE

This Option Certificate is issued pursuant to the provisions of the Stock Option Plan (the “**Plan**”) of Euro Manganese Inc. (the “**Company**”) and evidences that [Name of Option Holder] is the holder (the “**Option Holder**”) of an option (the “**Option**”) to purchase up to common shares (the “**Shares**”) in the capital stock of the Company at a purchase price of CDN\$ per Share (the “**Exercise Price**”). This Option may be exercised at any time and from time to time from and including the following Grant Date through to and including up to 4:00 p.m. local time in Vancouver, British Columbia (the “**Expiry Time**”) on the following Expiry Date:

- (a) the Grant Date of this Option is , 20; and
- (b) subject to §5.5, §6.2, §6.3, §6.4 and §11.4 of the Plan, the Expiry Date of this Option is , 20.

To exercise this Option, the Option Holder must deliver to the Administrator of the Plan, prior to the Expiry Time on the Expiry Date, an Exercise Notice, in the form provided in the Plan, which is incorporated by reference herein, together with the original of this Option Certificate and a certified cheque or bank draft payable to the Company or its legal counsel in an amount equal to the aggregate of the Exercise Price of the Shares in respect of which this Option is being exercised.

This Option 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. This Option 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 Company will prevail. This Option is also subject to the terms and conditions contained in the schedules, if any, attached hereto.

[Include legends prescribed by Regulatory Authorities, if required.]

If the Option Holder is a resident or citizen of the United States of America at the time of the exercise of the Option, the certificate(s) representing the Shares will be endorsed with the following or a similar legend:

“The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended, of the United States of America (the “**Act**”) or the securities laws of any state (“**State**”) of the United States of America and may not be sold, transferred, pledged, hypothecated or distributed, directly or indirectly, to a U.S. person (as defined in Regulation S adopted by the U.S. Securities and Exchange Commission under the Act) or within the United States unless such securities are (i) registered under the Act and any applicable State securities act (a “**State Act**”), or (ii) exempt from registration under the Act and any applicable State Act and the Company has received an opinion of counsel to such effect reasonably

satisfactory to it, or (iii) sold in accordance with Regulation S and the Company has received an opinion of counsel to such effect reasonably satisfactory to it.”

The Shares are also subject to the restrictions contained in the Company’s Articles which currently require that no Shares may be sold, transferred or otherwise disposed of without the consent of the Company’s directors and the directors are not required to give any reason for refusing to consent to such sale, transfer or other disposition. Accordingly, any certificate representing the Shares issued upon the exercise of the Options will, in addition to any other legend required by applicable securities laws and the Plan, bear the following legend or such similar legend as deemed advisable by counsel to the Company to ensure compliance with applicable securities laws:

“Transfer of Shares Restricted”

EURO MANGANESE INC.

by its authorized signatory:

Per: _____
Authorized Signatory

The Option Holder acknowledges receipt of a copy of the Plan and represents to the Company that the Option Holder is familiar with the terms and conditions of the Plan, and hereby accepts this Option subject to all of the terms and conditions of the Plan. The Option Holder agrees to execute, deliver, file and otherwise assist the Company in filing any report, undertaking or document with respect to the awarding of the Option and exercise of the Option, as may be required by the Regulatory Authorities. The Option Holder further acknowledges that if the Plan has not been approved by the shareholders of the Company on the Grant Date, this Option may not be exercisable until such approval has been obtained.

Signature of Option Holder:

Signature

Print Name

Address

OPTION CERTIFICATE – SCHEDULE

[Complete the following additional terms and any other special terms, if applicable, or remove the inapplicable terms or this schedule entirely.]

The additional terms and conditions attached to the Option represented by this Option Certificate are as follows:

1. The Options will not be exercisable unless and until they have vested and then only to the extent that they have vested. The Options will vest in accordance with the following:
 - (a) Shares (%) will vest and be exercisable on or after the Grant Date;
 - (b) additional Shares (%) will vest and be exercisable on or after [date];
 - (c) additional Shares (%) will vest and be exercisable on or after [date]; and
 - (d) additional Shares (%) will vest and be exercisable on or after [date].
2. Upon the Option Holder ceasing to hold a position with the Company, other than as a result of the events set out in paragraphs §5.5(a) or §5.5(b) of the Plan, the Expiry Date of the Option will be 30 days following the date the Option Holder ceases to hold such position.

SCHEDULE B
EURO MANGANESE INC.

STOCK OPTION PLAN

NOTICE OF EXERCISE OF OPTION

TO: The Administrator, Stock Option Plan
Euro Manganese Inc.
1500 - 1040 West Georgia Street
Vancouver, BC, V6E 4H1, Canada

(or such other address as the Company may advise)

The undersigned hereby irrevocably gives notice, pursuant to the Stock Option Plan (the “**Plan**”) of Euro Manganese Inc. (the “**Company**”), 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 (**attach your original Option Certificate**). The undersigned tenders herewith:

- (a) a certified cheque or bank draft (circle one) payable to the Company in an amount equal to the aggregate Exercise Price of the aforesaid Shares; or
- (b) a copy of wire transfer instructions evidencing that the aggregate Exercise Price of the aforesaid Shares has been wired to the Company in lawful money of Canada, in accordance with wire transfer instructions provided to the undersigned by the Company at the undersigned’s request, and

directs the Company to issue the certificate evidencing said Shares in the name of the undersigned to be mailed to the undersigned at the following address (**provide full complete address**):

The undersigned acknowledges the Option is not validly exercised unless this Notice is completed in strict compliance with this form and delivered to the required address with the required payment prior to 4:00 p.m. local time in Vancouver, British Columbia on the Expiry Date of the Option.

DATED the day _____ of _____, 20____.

Signature of Option Holder