



DEFERRED SHARE UNIT PLAN
(2019)

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DEFERRED SHARE UNIT PLAN (2019)

1. INTRODUCTION

1.1 Purpose

This Deferred Share Unit Plan has been established to provide non-executive directors of the Corporation with the opportunity to acquire deferred share units in order to allow them to participate in the long term success of the Corporation and to promote a greater alignment of interests between its non-executive directors and shareholders.

1.2 Definitions

For purposes of this Deferred Share Unit Plan:

- (a) **“Acknowledgement and Election Form”** means a document substantially in the form of Schedule “A”, subject to such amendment as may be implemented by the Corporation from time to time;
- (b) **“Affiliate”** has the meaning assigned by the *Securities Act* (British Columbia), as amended from time to time;
- (c) **“Applicable Withholding Taxes”** has the meaning set forth in Section 2.3 of this Deferred Share Unit Plan;
- (d) **“Associate”** has the meaning assigned by the *Securities Act* (British Columbia), as amended from time to time;
- (e) **“Award Date”** means in respect of Deferred Share Units awarded as: (i) a Director’s Retainer as contemplated by Section 3, the first or last day of each interval or period (e.g. fiscal quarter, month or year), or such other date within any such interval or period for the grant of each instalment of the Director’s Retainer, as may be determined by the Board at the time of grant, on which dates relevant Deferred Share Units shall be deemed to be awarded, to a Participant; or (ii) a discretionary award as contemplated by Section 4, on such date as the Board determines;
- (f) **“Award Market Value”** means the volume weighted average trading price of the Shares on the Exchange on the five (5) trading days immediately preceding the Award Date (or other relevant date in the case of grants of securities other than Deferred Share Units);
- (g) **“Blackout Period”** means a period in which the trading of Shares or other securities of the Corporation are restricted under the Corporation’s Corporate Disclosure, Confidentiality and Securities Trading Policy, or under an insider trading policy or other policy of the Corporation then in effect;
- (h) **“Board”** means the board of directors of the Corporation;
- (i) **“Committee”** means any committee of the Board responsible for recommending to the Board the compensation of the Participants, which at the effective date of this Deferred Share Unit Plan, as amended, is the compensation and human resources committee;

- (j) “**Corporate Secretary**” means the corporate secretary of the Corporation;
- (k) “**Corporation**” means Ivanhoe Mines Ltd. and its successors and assigns, and any reference in this Deferred Share Unit Plan to activities by the Corporation means action by or under the authority of the Board or the Committee;
- (l) “**Deferred Share Unit**” means a unit equivalent in value to a Share, credited by means of a bookkeeping entry in the books of the Corporation in accordance with Section 5;
- (m) “**Director’s Retainer**” means the basic retainer payable to a Non-Executive Director for service as a member of the Board during a calendar year and, includes any additional retainer paid to a Non-Executive Director for serving as the chair, or a member of, any standing committee of the Board, but for greater certainty, shall not include special remuneration for *ad hoc* services rendered to the Board, any *ad hoc* or temporary committee of the Board, or any discretionary grant of Deferred Share Units;
- (n) “**Distribution Date**” means:
 - (i) in the case of any U.S. taxpayer who is also a “specified employee” (as determined for purposes of Section 409A of the U.S. Internal Revenue Code), the first to occur of: (A) the date that is six (6) months following the Separation Date; or (B) the last business day of the calendar year in which the Separation Date occurs; or
 - (ii) in all other cases, the first to occur of: (A) the ninetieth (90) day following the Separation Date; or (B) the last business day of the calendar year in which the Separation Date occurs;
- (o) “**Distribution Value**” means the volume weighted average trading price of the Shares on the Exchange for the five (5) trading days immediately preceding the Settlement Date;
- (p) “**Dividend Equivalents**” means a bookkeeping entry whereby each Deferred Share Unit is credited with the equivalent amount of the dividend paid on a Share in accordance with Section 5.2;
- (q) “**Dividend Market Value**” means the volume weighted average trading price of the Shares on the Exchange for the five (5) trading days immediately following the dividend record date for the payment of any dividend made on the Shares;
- (r) “**Equity Incentive Plan**” means the amended and restated employees, and directors equity incentive plan of the Corporation in effect on the date of this Deferred Share Unit Plan, or any successor thereto that may be implemented from time to time by the Corporation;
- (s) “**Exchange**” means the Toronto Stock Exchange or such other stock exchange which represents the primary listing exchange of the Corporation, as determined by the Board;
- (t) “**Insiders**” has the meaning given such term in the Toronto Stock Exchange Company Manual;

- (u) “**Non-Executive Director**” means any member of the Board who is not otherwise employed by the Corporation or any of its subsidiaries or Affiliates or is not otherwise an officer of the Corporation or any of its subsidiaries or Affiliates;
- (v) “**Participant**” means a current or former Non-Executive Director;
- (w) “**Separation Date**” means the date on which a Participant has retired from all positions with the Corporation and its subsidiaries or when a Participant, except as a result of death, has ceased to hold any and all positions with the Corporation and its subsidiaries;
- (x) “**Settlement Date**” means, with respect to each Deferred Share Unit, December 31st of the calendar year that is three years following the Award Date of each respective Deferred Share Unit; and
- (y) “**Share**” means a Class A common share in the capital of the Corporation.

1.3 Effective Date of this Deferred Share Unit Plan

The effective date of this Deferred Share Unit Plan (as amended) shall be June 28, 2017. The Board shall review and confirm the terms of this Deferred Share Unit Plan from time to time.

2. ADMINISTRATION

2.1 Administration of the Plan

This Deferred Share Unit Plan shall be administered by the Board, which shall have full authority to interpret the Deferred Share Unit Plan, to establish, amend and rescind any rules and regulations relating thereto and to make such determinations as it deems necessary or desirable for the administration of the Deferred Share Unit Plan, but subject to any required Exchange notifications or approvals. All actions taken and decisions made by the Board in this regard shall be final, conclusive and binding on all parties concerned, including, but not limited to, the Corporation, the Participants and their legal representatives.

2.2 Determination of Value if Shares Not Publicly Traded

Should the Shares not be publicly traded on the Exchange at the relevant time such that the Distribution Value and/or the Award Market Value and/or the Dividend Market Value cannot be determined in accordance with the formulae set out in the definitions of those terms, such values shall be determined by the Committee acting in good faith.

2.3 Taxes and Other Source Deductions

The Corporation shall be authorized to deduct from any amount paid or credited or settled hereunder such amount of taxes and other amounts as it may be required by law to withhold pursuant to applicable law, in such manner as it determines and including in respect of any payment or distribution hereunder to any Participant (the “**Applicable Withholding Taxes**”).

For greater certainty and notwithstanding the generality of the foregoing, no cash payment will be made nor will Shares be issued on settlement until an amount sufficient to cover the Applicable Withholding Taxes payable on the settlement of Deferred Shares Units by the issuance of Shares from treasury has been provided by the Participant, including through the Corporation causing the

sale of such Shares (which the Corporation is authorized to do and the Participant consents to by virtue of participating in this Deferred Share Unit Plan).

Notwithstanding the foregoing, the Corporation makes no representation or warranty as to the future market value of the Shares or with respect to any tax matters affecting the Participant resulting from the grant of a Deferred Share Unit or its settlement. With respect to any fluctuations in the market price of Shares, neither the Corporation, nor any of its directors, officers, employees, shareholders or agents (including any broker) shall be liable for anything done or omitted to be done by such person or any other person with respect to the price, timing, quantity or other conditions and circumstances of the issuance of Shares hereunder or their sale under this section.

2.4 Information

Each Participant shall provide the Corporation with all information it requires in order to administer this Deferred Share Unit Plan.

3. PAYMENT OF NON-EXECUTIVE DIRECTOR'S RETAINER

- (a) The Corporation may, as part of the Directors' Retainers, grant on one or more occasions in each calendar year vested Deferred Share Units to Non-Executive Directors, either by identifying a fixed number of Deferred Share Units to be granted for each instalment or period or by identifying a cash amount per instalment or period to be allocated to the grant of Deferred Share Units in accordance with Section 5.1.
- (b) Non-Executive Directors also have the right to elect once each calendar year (in accordance with subsection 3(c)) the manner in which the Participant wishes to receive, and the Corporation shall pay and/or issue, as the case may be, the Director's Retainer (i.e., in cash, vested Deferred Share Units or a combination thereof) and whether vested Deferred Share Units are to be settled by cash or Shares under Section 5.4 on a Settlement Date and in cash or Shares under Section 5.5(b) on the Distribution Date, by completing, signing and delivering to the Corporate Secretary the Acknowledgement and Election Form: (i) in the case of a current Non-Executive Director, by December 31 with such election to apply in respect of the Director's Retainer payable to such Non-Executive Director for services as a member of the Board for the following calendar year; or (ii) in the case of a new Non-Executive Director, within thirty (30) days after the Non-Executive Director's appointment with such election to apply in respect of that calendar year of appointment.
- (c) Provided a Blackout Period is not then in effect, and that the Non-Executive Director does not otherwise have knowledge of an undisclosed material fact or material change (as those terms are defined in the *Securities Act* (Ontario) at the time of any election provided for in this Section 3 (and which the Corporation may request be certified in writing by the Non-Executive Director), the Non-Executive Director shall, within five (5) business days of the first grant in each calendar year send written notice to the Corporation in an Acknowledgement and Election Form choosing whether it wishes the Deferred Share Units to be settled in cash or Shares.
- (d) If a Blackout Period is in effect at the time the Non-Executive Director would otherwise make the election, or the Non-Executive Director has knowledge of a material fact or material change that has not been generally disclosed, such election shall be made on the

first business day after the date that the Blackout Period is lifted or the material fact or material change is generally disclosed.

- (e) Notwithstanding Section 3(b), each Non-Executive Director will have the one-time right, exercisable within thirty (30) days of the date on which this Section 3(e) is approved by the shareholders of the Corporation (the “**Amendment Date**”), to elect that any Deferred Share Units granted to such Non-Executive Director prior to such Amendment Date and which remain outstanding and non-vested, be settled in Shares under Section 5.4 on their Settlement Date.
- (f) Further notwithstanding Section 3(b), each Non-Executive Director will have a second one-time right, exercisable within thirty (30) days of the date of which this Section 3(f) is effective (the “**Second Amendment Date**”), to elect that any Deferred Share Units granted to such Non-Executive Director prior to such Second Amendment Date and which remain outstanding and non-vested, be settled in Shares under Section 5.5(b) on the Distribution Date following the Separation Date.

4. **DISCRETIONARY GRANTS**

Subject to this Section 4 and such other terms and conditions as the Board or Committee may prescribe, the Committee may recommend and the Board may, from time to time, approve a grant of Deferred Share Units to a Participant in addition to grants contemplated by Section 3. Such Deferred Share Units may be vested or unvested as determined by the Board or the Committee.

5. **DEFERRED SHARE UNITS**

5.1 **Number of Deferred Share Units**

- (a) All Deferred Share Units received by a Participant shall be credited to an account maintained for the Participant on the books of the Corporation as of the Award Date, except where Deferred Share Units have been granted pursuant to Section 4, in which case such Deferred Share Units shall be credited to the Participant’s account according to a vesting schedule recommended by the Committee and approved by the Board at its discretion. For administrative purposes, a separate register shall be maintained for each Participant by the Corporation for unvested Deferred Share Units. Unless otherwise determined by the Board, any such unvested Deferred Share Units shall cease to vest on the Separation Date and any Deferred Share Units which have not vested on the Separation Date shall be cancelled.
- (b) The number of Deferred Share Units (including fractional Deferred Share Units) to be credited as of the Award Date in respect of the Director’s Retainer shall be determined by dividing: (i) the amount of the Director’s Retainer to be paid in Deferred Share Units, by (ii) the Award Market Value, with fractions computed to three decimal places. To the extent the Board has determined to issue to Non-Executive Directors a fixed number of Deferred Share Units as part of the Director’s Retainer, then it is acknowledged that the deemed cash value of the Director’s Retainer for each relevant interval or period in which such Deferred Share Units are issued will be variable to reflect the changes in Award Market Value as at the issue date of the Deferred Share Units. The number of Deferred Share Units (including fractional Deferred Share Units) to be credited as of the Award Date in respect of a grant under Section 4 shall be the number of Deferred Share Units as

granted by the Board as of the Award Date, whether recommended by the Committee or not.

- (c) The award of Deferred Share Units to a Participant shall be evidenced by a letter to the Participant from the Corporation substantially in the form attached as Schedule “B”, or a form approved by the Committee or the Board from time to time.

5.2 Credits for Dividends

A Participant’s account shall be credited with Dividend Equivalents in the form of additional fully vested Deferred Share Units on each dividend payment date in respect of which cash dividends are paid on the Shares, but provided that the Participant was a Participant on the record date set for such dividend. Such Dividend Equivalents shall be computed by dividing: (i) the amount obtained by multiplying the amount of the dividend declared and paid per Share by the number of Deferred Share Units recorded in the Participant’s account on the record date for the payment of such dividend, by (ii) the Dividend Market Value, with fractions computed to three decimal places.

5.3 Reporting of Deferred Share Units

Statements of the Deferred Share Unit accounts will be provided to the Participants on an annual basis.

5.4 Distribution of Deferred Share Units; Settlement

- (a) Each Participant shall receive on each applicable Settlement Date based on their Acknowledgement and Election Form determination in respect of the relevant Deferred Share Units, either (i), a lump sum payment in cash equal to the number of Deferred Share Units recorded in the respective Participant’s account having such Settlement Date attached to them multiplied by the Distribution Value of a Share, less any Applicable Withholding Taxes or (ii) a number of whole Shares from treasury equal to the number of Deferred Share Units recorded in the respective Participant’s account (disregarding fractions), less any Applicable Withholding Taxes.
- (b) Upon settlement in full of the value of the such Deferred Share Units, those Deferred Share Units shall be cancelled and no further payments shall be made to the Participant under this Deferred Share Unit Plan with respect to such securities.

5.5 Death / Departure of Participant Prior to Distribution

- (a) Upon the death of a Participant, the Corporation will settle all outstanding vested Deferred Share Units of the Participant as at the date of death on or about the thirtieth (30th) day after the Corporation is notified of the death of the Participant by making a cash payment on that date (and notwithstanding any election to the contrary), equivalent to the amount which would have been paid to the Participant in cash pursuant to and subject to Section 5.4, calculated on the basis that the day on which the Participant dies is the Settlement Date.
- (b) Upon the occurrence of the Separation Date with respect to a Participant, the Corporation will settle all outstanding vested Deferred Share Units on that date credited to the account of such Participant under this Deferred Share Unit Plan, on the Distribution Date by

either (i) making a cash payment on the Distribution Date equivalent to the amount which would have been paid to the Participant in cash pursuant to and subject to Section 5.4, calculated on the basis that the Distribution Date is the Settlement Date if so elected on an Acknowledgement and Election Form and in the case where no election has been made, or (ii) and only if so elected on an Acknowledgement and Election Form, a number of whole Shares from treasury equal to the number of Deferred Share Units recorded in the respective Participant's account (disregarding fractions), less any Applicable Withholding Taxes.

- (c) Any Deferred Share Units that have not vested at the date of death or at the Separation Date shall not vest upon death or at the Separation Date, and instead shall be cancelled as of such date, and no payment shall be made, or shall be required to be made, by the Corporation in respect of such unvested Deferred Share Units.
- (d) Upon payment in full of the value of all of the Deferred Share Units that become payable under this Section 5.5, the Deferred Share Units shall be cancelled and no further payments will be made from this Deferred Share Unit Plan in relation to the Participant.

5.6 Adjustments

In the event of any change in the outstanding Shares by reason of: (i) a stock split, spin-off, share dividend or share combination; or (ii) arrangement, reclassification, recapitalization, merger or similar event that results in a holder thereof being entitled to a different class or type of security or other property, the Committee may, subject to applicable law and Exchange requirements, adjust appropriately the account of each Participant and the Deferred Share Units outstanding under this Deferred Share Unit Plan shall be adjusted in such manner, if any, as the Committee may in its discretion deem appropriate to preserve proportionally the interests of Participants under this Deferred Share Unit Plan.

5.7 Insider Participation Limit

The aggregate number of Shares (together with any other securities-based compensation arrangements of the Corporation in effect from time to time):

- (a) that may be reserved for issuance to Insiders (including Non-Executive Directors) under this Deferred Share Unit Plan (or when combined with all of the Corporation's other security based compensation arrangements) shall not exceed 10% of the Corporation's outstanding Shares from time to time;
- (b) that may be issued to Insiders (including Non-Executive Directors) under this Deferred Share Unit Plan (or when combined with all of the Corporation's other security based compensation arrangements) within any one-year period shall not exceed 10% of the Corporation's outstanding Shares from time to time; and
- (c) that may be issued to any one Insider (including any one Non-Executive Directors) and his or her Associates under this Deferred Share Unit Plan within any one-year period shall not exceed 5% of the Corporation's outstanding Shares from time to time.

In no event will the number of Shares at any time reserved for issuance to any Participant under all securities based compensation arrangements exceed 5% of the Corporation's outstanding Shares from time to time.

For the purposes of this Section 5.7, “outstanding issue” means the total number of Shares, on a non-diluted basis, that are issued and outstanding immediately prior to the date that any Shares are issued or reserved for issuance pursuant to a Deferred Share Unit grant under this Deferred Share Unit Plan.

5.8 Effect of Take-Over Bid

If a bona fide offer (the “**Offer**”) for Shares is made to a Participant or to Shareholders generally or to a class of Shareholders which includes a Participant (and such Offer constitutes a formal take-over bid under applicable Canadian securities laws), which Offer, if accepted in whole or in part, would result in the offeror exercising control over the Corporation within the meaning of subsection 1(3) of the *Securities Act* (Ontario) (as amended from time to time), then the Corporation shall, immediately upon receipt of notice of the Offer, notify each Participant currently holding a Deferred Share Unit of the Offer, with full particulars thereof, whereupon, notwithstanding any vesting terms or otherwise, all Deferred Share Units shall be considered to have conditionally vested and any conditions shall have been conditionally waived, so as to permit the Participant to tender the Shares (if any) to be received on vesting (the “**Conditional Shares**”) pursuant to the Offer. If the conditions of the Offer are not satisfied and the Offeror does not take-up the Conditional Shares, the conditional vesting and conditional waiver of any conditions shall terminate and the Deferred Share Unit shall be reinstated on the same terms and conditions (including vesting and any conditions) that prevailed immediately prior to the Offer. If the Offer is completed, all Deferred Share Units shall vest and shall be deemed to have vested, and all conditions (if any) shall be deemed to have been satisfied, such that upon consummation of the Offer, all Deferred Share shall be settled in accordance with the settlement method chosen by the Participant under Section 3, and any Shares issued and tendered to the Offer will be taken up in accordance with the terms of the Offer.

5.9 Effect of Amalgamation, Arrangement or Merger

If the Corporation amalgamates or merges with or into another corporation, or effects an arrangement of its Shares, any Shares receivable on the settlement of a Deferred Share Unit shall instead become the right to receive the securities, property or cash which the Participant would have received upon such amalgamation, arrangement or merger if the Deferred Share Unit had been settled immediately prior to the record date applicable to such amalgamation, arrangement or merger in Shares, and shall be adjusted equitably and appropriately by the Board. Deferred Shares Units which are elected to be settled in cash, shall be settled in cash at the effectiveness of such amalgamation, arrangement or merger. Prior to agreeing to any such amalgamation, merger or arrangement, the Board shall take all such steps as are necessary to ensure that such other corporation honours this Section 5.9 and the requirement that vested Deferred Share Units be settled as aforementioned

6. GENERAL

6.1 Amendment, Suspension, or Termination of Plan

- (a) Subject to any regulatory or Exchange requirements, the Board may from time to time amend or suspend this Deferred Share Unit Plan in whole or in part and may at any time terminate this Deferred Share Unit Plan without prior notice or the need for any shareholder approvals. However, any such amendment, suspension, or termination shall not adversely effect the Deferred Share Units previously granted to a Participant at the

time of such amendment, suspension or termination, without the consent of the affected Participant.

- (b) If the Board terminates this Deferred Share Unit Plan, no new Deferred Share Units (other than Deferred Share Units referred to in Section 5.2 and Deferred Share Units that have been granted but vest subsequently pursuant to Section 5.1) will be credited to the account of a Participant, but previously credited (and subsequently vesting) Deferred Share Units shall be paid out in accordance with the terms and conditions of this Deferred Share Unit Plan existing at the time of termination. This Deferred Share Unit Plan will finally cease to operate for all purposes when the last remaining Participant receives payment or settlement of all Deferred Share Units recorded in such Participant's account.

6.2 Compliance with Laws

- (a) The administration of this Deferred Share Unit Plan shall be subject to and made in conformity with all applicable laws and any applicable regulations of a duly constituted authority, including without limitation, the Exchange. Should the Committee recommend and the Board, in its sole discretion, determine that it is not feasible or desirable to honour an election in favour of Deferred Share Units or shares on settlement of Deferred Share Units under Section 5.4 due to such laws or regulations or Exchange requirements, its obligation shall be satisfied by means of an equivalent cash payment (equivalence being determined on a before-tax basis).
- (b) In the event that the Committee recommends and the Board, after consultation with the Corporation's Chief Financial Officer and external accountants, determines that it is not feasible or desirable to honour an election in favour of Deferred Share Units or to honour any other provision of this Deferred Share Unit Plan under generally accepted accounting principles as applied to this Deferred Share Unit Plan and the accounts established under this Deferred Share Unit Plan for each Participant, the Committee shall recommend and the Board shall make such changes to this Deferred Share Unit Plan as the Board reasonably determines, after consultation with the Corporation's Chief Financial Officer and external accountants, are required in order to avoid adverse accounting consequences to the Corporation with respect to this Deferred Share Unit Plan and the accounts established under this Deferred Share Unit Plan for each Participant, and the Corporation's obligations under this Deferred Share Unit Plan shall be satisfied by such other reasonable means as the Committee shall in its good faith determine.

6.3 Reorganization of the Corporation

The existence of any Deferred Share Units shall not affect in any way the right or power of the Corporation or its shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Corporation's capital structure or its business, or any amalgamation, arrangement, combination, merger or consolidation involving the Corporation or to create or issue any bonds, debentures, shares or other securities of the Corporation or the rights and conditions attaching thereto or to effect the dissolution or liquidation of the Corporation or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

6.4 General Restrictions and Assignment

- (a) Except as required by law, the rights of a Participant under this Deferred Share Unit Plan are not capable of being assigned, transferred, alienated, sold, encumbered, pledged, hedged, mortgaged or charged and are not capable of being subject to attachment or legal process for the payment of any debts or obligations of the Participant.
- (b) Rights and obligations under this Deferred Share Unit Plan may be assigned by the Corporation to a successor in the business of the Corporation, provided that such successor shall be capable of honouring any then outstanding Acknowledgement and Election made by a Participant.

6.5 No Right to Service

Neither participation in this Deferred Share Unit Plan nor any action taken under this Deferred Share Unit Plan shall give or be deemed to give any Participant a right to continued appointment as a member of the Board or otherwise to any right of employment with the Corporation and shall not interfere with any right of the shareholders of the Corporation to remove any Participant as a member of the Board at any time in accordance with applicable law.

6.6 No Shareholder Rights

Under no circumstances shall Deferred Share Units be considered Shares nor shall they entitle any Participant to exercise voting rights or any other rights attaching to the ownership of Shares, nor shall any Participant be considered the owner of the Shares by virtue of the award of Deferred Share Units, unless and until any vested Deferred Share Units are settled for Shares in accordance with this Deferred Share Unit Plan.

6.7 Units Non-Transferable

Deferred Share Units are non-transferable (except to a Participant's estate as provided in Section 5.5) and certificates representing Deferred Share Units will not be issued by the Corporation.

6.8 Number of Shares

The aggregate maximum number of Shares that may be issued pursuant to this DSU Plan will be limited to 2,000,000 Shares.

6.9 Unfunded and Unsecured Plan

- (a) Unless otherwise determined by the Board, this Deferred Share Unit Plan shall be unfunded.
- (b) Neither the establishment of this Deferred Share Unit Plan, the crediting of Deferred Share Units or the setting aside of any funds by the Corporation (if, in the Board's sole discretion, it so chooses to do) shall be deemed to create a trust. Legal and equitable title to any funds set aside for the purposes of this Deferred Share Unit Plan shall remain in the Corporation and no Participant (or its estate) shall have any security or other interest in such funds. Any funds so set aside shall remain subject to the claims of creditors of the Corporation, present or future. Amounts payable to any Participant (or its estate) under this Deferred Share Unit Plan shall be a general, unsecured obligation of the

Corporation. The right of the Participant (or its estate) to receive payment pursuant to this Deferred Share Unit Plan shall be no greater than the right of other unsecured creditors of the Corporation.

6.10 No Other Benefit

No amount will be paid to, or in respect of, a Participant under this Deferred Share Unit Plan to compensate for a downward fluctuation in the price of a Share, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.

6.11 Governing Law

This Deferred Share Unit Plan shall be governed by, and interpreted in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein, without regard to principles of conflict of laws.

6.12 Interpretation

In this text, words importing the singular meaning shall include the plural and vice versa, and words importing the masculine shall include the feminine gender.

6.13 Severability

The invalidity or unenforceability of any provision of this Plan shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from this Deferred Share Unit Plan.

6.14 Approvals

- (a) This Deferred Share Unit Plan was unanimously approved by the Board on February 6, 2013.
- (b) This Deferred Share Unit Plan was approved by the Shareholders of the Corporation on June 28, 2017.
- (c) This Deferred Share Unit Plan was unanimously amended and approved by the Board on May 7, 2019.
- (d) This Deferred Share Unit Plan was unanimously amended and approved by the Board on September 16, 2019.

SCHEDULE "A"

IVANHOE MINES LTD.

DEFERRED SHARE UNIT PLAN

THIS ACKNOWLEDGEMENT AND ELECTION FORM MUST BE RETURNED TO THE CORPORATE SECRETARY OF IVANHOE MINES LTD. (THE "CORPORATION") (AT THE FOLLOWING FAX NUMBER: (604) 682-2060 BY 5:00 P.M. (PACIFIC TIME)) BEFORE DECEMBER 31, 20___. [FOR NEW PARTICIPANTS: WITHIN 30 DAYS OF ELIGIBILITY TO PARTICIPATE]

ACKNOWLEDGEMENT AND ELECTION FORM

Part A: General

I, _____, acknowledge that:

1. I have received and reviewed a copy of the Corporation's Deferred Share Unit Plan (the "**Plan**") and agree to be bound by it.
2. The value of a Deferred Share Unit is based on the trading price of the common shares of the Corporation and thus is not guaranteed. The eventual value of a Deferred Share Unit on the applicable payment date may be higher or lower than the value of the Deferred Share Unit at the time it was allocated to my account in the Plan.
3. I will be liable for income tax when Deferred Share Units (including Dividend Equivalents converted to Deferred Share Units) are paid in cash (on a Settlement Date or otherwise), in accordance with the terms of the Plan. Payments from the Plan shall be net of applicable source deductions. **I understand that the Corporation is making no representation to me regarding taxes applicable to me under this Plan and I will confirm the tax treatment with my own tax advisor.**
4. No funds will be set aside to guarantee the payment of Deferred Share Units. Future payments from the Plan are an unfunded liability recorded on the books of the Corporation. Any rights under the Plan by virtue of a grant of Deferred Share Units shall be no greater than the rights of an unsecured creditor.
5. I understand that:
 - (a) all capitalized terms shall have the meanings attributed to them under the Plan;
 - (b) all payments will be net of any Applicable Withholding Taxes; and
 - (c) if I resign or am removed from the Board, unless otherwise determined by the Board, I will forfeit any Deferred Share Units which have not yet vested on such date, as set out in detail in the Plan.

Part B: Director's Retainer

6. I am a Non-Executive Director and I hereby elect irrevocably to have 100% of my Director's Retainer for the 20__ calendar year payable as follows:
- A. ____% in Deferred Share Units; and
 - B. ____% in cash.

The total amount of A and B must equal 100%. You must elect in increments of 10% under A and B.

Part C: Discretionary Grants

7. I am a Non-Executive Director and in lieu of receiving a discretionary grant of options to purchase Shares under the Equity Incentive Plan, I elect to receive such discretionary grant payable as follows:
- A. ____% in Deferred Share Units; and
 - B. ____% in options ***(the total amount of A and B must equal 100%. You must elect in increments of 10% under A and B)***

where such number of Deferred Share Units and options is equal in value to the options I would have received under the Equity Incentive Plan. I understand that such number of Deferred Share Units (i.e., the conversion ratio) will be determined at the discretion of the Board.

Part D: Settlement Election

8. With respect to vested Deferred Share Units that are to be settled on a Settlement Date, I elect to have my vested Deferred Share Units settled or paid as follows:
- A. _____% in Shares; and
 - B. _____% in cash.

(The total amount of A and B must equal 100%. You must elect in increments of 10% under A and B)

Part E: Separation Election

9. With respect to vested Deferred Share Units that are to be settled on the Distribution Date under Section 5.5(b) following a Separation Date, I elect to have my vested Deferred Share Units settled or paid as follows:
- A. _____% in Shares; and
 - B. _____% in cash.

(The total amount of A and B must equal 100%. You must elect in increments of 10% under A and B)

Participant Signature

Participant Name (please print)

Date

SCHEDULE “B”

[Letterhead of Ivanhoe Mines Ltd.]

Personal & Confidential

[Date]

[Name of Non-Executive Director]

Dear **[Name]**:

This is to confirm that for the **[year]** calendar year, you have elected to receive Deferred Share Units (“**DSUs**”) in lieu of **[number]**% of the stock options that you might have received under the Equity Incentive Plan.

Pursuant to this election, we are pleased to advise you that **[number]** DSUs have been awarded to you at the discretion of the Board of Directors of Ivanhoe Mines Ltd. pursuant to the Deferred Share Unit Plan (the “**Plan**”) and will be credited to your account in accordance with the following vesting schedule:

Vesting Date	Number of DSUs

In accordance with the terms of the Plan, all DSUs credited to your account will be paid out at the time and in the manner specified in the Plan.

If you have any questions on the above, or would like more details, please do not hesitate to contact me.

Yours truly,

Mary Vincelli
Corporate Secretary

Tel: (604) 331-9882
Email: mary@ivancorp.net