

## FORM OF VOTING AND SUPPORT AGREEMENT (DIRECTORS AND OFFICERS)

THIS AGREEMENT made as of the 17<sup>th</sup> day of April, 2026.

BETWEEN:

**THE PERSON EXECUTING THIS AGREEMENT  
AS "SECURITYHOLDER" ON THE SIGNATURE  
PAGE HERETO,**

(hereinafter referred to as the "**Securityholder**"),

- and -

**AGNICO EAGLE MINES LIMITED,**  
a corporation existing under the laws of the  
Province of Ontario,

(hereinafter referred to as the "**Purchaser**").

WHEREAS the Securityholder is the registered and/or beneficial owner of, or directly or indirectly exercises control or direction over, shares in the capital of Rupert Resources Ltd. (the "**Company**") and certain other securities of the Company, including Options, DSUs, PSUs and/or RSUs, in each case, as set out in Schedule A (such shares and securities, together with any additional shares in the capital of the Company or other securities of the Company that the Securityholder acquires registered or beneficial ownership of, or direct or indirect control or direction over, after the date hereof, including any shares or securities issued upon the exercise or vesting of any convertible securities, collectively referred to as the "**Subject Securities**");

AND WHEREAS the Purchaser and the Company are concurrently with the execution and delivery of this Agreement entering into an arrangement agreement (as the same may be amended, supplemented or otherwise modified from time to time, including the Plan of Arrangement attached as Schedule A thereto, the "**Arrangement Agreement**") with respect to an arrangement of the Company under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) (the "**Arrangement**"), pursuant to which, among other things, the Purchaser will acquire all of the issued and outstanding shares in the capital of the Company, on the terms and subject to the conditions of the Arrangement Agreement;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Securityholder to: (i) vote or cause to be voted all Subject Securities in favour of the Arrangement and any other matter reasonably required for the completion of the Arrangement or the transactions contemplated by the Arrangement Agreement; and (ii) abide by the restrictions and covenants set forth herein;

AND WHEREAS the Purchaser is relying on the covenants, representations and warranties of the Securityholder set forth in this Agreement in connection with the Purchaser's execution and delivery of the Arrangement Agreement;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreement herein contained, the parties agree as follows:

## **ARTICLE 1 INTERPRETATION**

1.1 All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Arrangement Agreement.

1.2 Except as may be otherwise specifically provided in this Agreement and unless the context otherwise requires, in this Agreement:

- (a) the terms “Agreement”, “this Agreement”, “the Agreement”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;
- (b) references to an “Article”, “Section” or “Schedule” followed by a number refer to the specified Article or Section of, or Schedule to, this Agreement;
- (c) the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (d) words importing the singular number only shall include the plural and vice versa and words importing the use of any gender shall include all genders;
- (e) the word “including” is deemed to mean “including without limitation”;
- (f) the terms “party” and “the parties” refer to a party or the parties to this Agreement;
- (g) any reference to this Agreement means this Agreement as amended, modified, replaced or supplemented from time to time; and
- (h) all dollar amounts refer to Canadian dollars.

1.3 Any time period within which any action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends. Whenever any action is required to be taken or period of time is to expire on a day other than a Business Day, such action shall be taken or period shall expire on the next following Business Day.

1.4 References to “**Subject Securities**” shall include any shares or securities of the Company into which the Subject Securities may be reclassified, subdivided, consolidated, converted or exchanged, and any rights and benefits arising therefrom, including any distributions of securities which may be declared in respect of the Subject Securities.

## **ARTICLE 2**

### **COVENANTS OF THE SECURITYHOLDER**

2.1 The Securityholder covenants and agrees that it shall, and shall cause each of its affiliates to, from the date hereof until the termination of this Agreement in accordance with its terms:

- (a) not, directly or indirectly, through any of its representatives or agents: (i) solicit proxies, or become a participant in a solicitation in opposition to, or in competition with, the Arrangement; (ii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with the Purchaser in connection with the Arrangement; (iii) solicit, assist, initiate, propose, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to or disclosure of any information, facilities, properties, books or records of the Company or any of its affiliates) any inquiry, proposal or offer (whether public or otherwise) that constitutes or could reasonably be expected to constitute or lead to an Acquisition Proposal; (iv) enter into or otherwise engage or participate in any discussions or negotiations with, or provide any information with respect to or otherwise cooperate with, any Person (other than the Purchaser or any Person acting jointly or in concert with the Purchaser, their respective affiliates or their respective representatives) regarding any inquiry, proposal or offer that constitutes or could reasonably be expected to constitute or lead to an Acquisition Proposal; (v) support, endorse, accept or enter into, or publicly propose to support, endorse, accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking with any Person (other than the Purchaser, or any Person acting jointly or in concert with the Purchaser, their respective affiliates or their respective representatives) related to any Acquisition Proposal; (vi) provide any confidential information relating to the Company or any of its affiliates to any Person in connection with any Acquisition Proposal; (vii) publicly withdraw support for the Arrangement; or (viii) otherwise co-operate in any way with any effort or attempt by any other Person to do or seek to do any of the foregoing;
- (b) immediately cease and cause to be terminated any existing solicitation, encouragement, discussions, negotiations or other activities commenced prior to the date of this Agreement with any Person (other than the Purchaser or any Person acting jointly or in concert with the Purchaser, their respective affiliates or their respective representatives) or any agent or representative of such Person with respect to any inquiry, proposal or offer that constitutes or could reasonably be expected to constitute or lead to an Acquisition Proposal;
- (c) promptly notify the Purchaser of any inquiry, proposal or offer that constitutes or could reasonably be expected to constitute or lead to an Acquisition Proposal of which the Securityholder or, to the knowledge of the Securityholder, any of its representatives or agents becomes aware, and such notification shall be made orally and in writing and shall include a description of the material terms and conditions together with a copy of all documentation relating to any such inquiry, proposal or offer that the Securityholder has access to;
- (d) not tender or cause to be tendered any Subject Securities to any Acquisition Proposal or other transaction or matter other than the Arrangement, such as a

merger, amalgamation, arrangement, business combination, reorganization, recapitalization or liquidation or take-over bid or similar transaction involving the Company or its securities that would reasonably be expected to prevent, delay, frustrate or interfere with the completion of the Arrangement or the transactions contemplated by the Arrangement Agreement;

- (e) not : (i) option, offer, sell, assign, transfer, gift, exchange, dispose of, pledge, encumber, grant a security interest in, hypothecate, tender to offer, transfer any economic interest (directly or indirectly) or otherwise convey (each, a **"Transfer"**) any of the Subject Securities or enter into any agreement, arrangement, commitment or understanding with respect to a Transfer of any of the Subject Securities to any Person, other than pursuant to the Arrangement; (ii) enter into any forward sale, repurchase agreement, swap, short sale, forward, option, hedging or other monetization transaction with respect to any of the Subject Securities, or any right or interest therein (legal or equitable), to any Person; or (iii) agree to do any of the foregoing or take any action that would reasonably be expected to restrict or otherwise adversely affect the Securityholder's legal power, authority and right to comply with and perform its covenants and obligations under this Agreement; provided that this Section 2.1(e) shall not prevent the acquisition of Subject Securities upon the conversion, exchange, exercise or settlement of other Subject Securities that the Securityholder legally or beneficially owns, or exercises control over;
- (f) revoke and will take all steps necessary to effect the revocation of any and all authorities pursuant to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling, voting instruction form or other agreement, arrangement, commitment or understanding, formal or informal, written or oral, with respect or relating to the voting, calling of meetings of securityholders of the Company, the tendering thereof or the granting of consent or approval of any kind with respect to any of the Subject Securities, in each case, except such authorities as granted in accordance with the terms of this Agreement;
- (g) not, except as required pursuant to this Agreement, grant or agree to grant any proxy, power of attorney or other right to vote the Subject Securities, or deposit any of the Subject Securities into any voting trust or enter into any vote pooling agreement or voting agreement or enter into or subject any of the Subject Securities to any other agreement, arrangement, commitment or understanding, formal or informal, written or oral, with respect or relating to the voting, calling of meetings of securityholders of the Company, the tendering thereof or the granting of consent or approval of any kind with respect to any of the Subject Securities, revoke any proxy granted pursuant to this Agreement, or relinquish or modify its right to exercise control or direction over or to vote any Subject Securities, or agree to do any of the foregoing;
- (h) waive, and not exercise any rights of dissent or appraisal in respect of any resolution approving the Arrangement (including the Arrangement Resolution) or any aspect thereof or matter related to the transactions contemplated by the Arrangement Agreement, and not exercise any other securityholder rights or remedies or bring or threaten to bring any suit or Proceeding available at common law or pursuant to applicable securities, corporate or other law, and not take any other action that would reasonably be expected to delay, hinder,

prevent, frustrate or interfere with the Arrangement or any other transactions contemplated by the Arrangement Agreement;

- (i) not requisition or join in the requisition of any meeting of securityholders of the Company for the purpose of considering any resolution;
- (j) promptly notify the Purchaser of the number of any additional securities of the Company that the Securityholder acquires registered and/or beneficial ownership of, or direct or indirect control or direction over, after the date of this Agreement;
- (k) not: (i) make any public or other statement; or (ii) take any other action of any kind, directly or indirectly, in each case, which may reasonably be expected to delay, hinder, prevent, frustrate, interfere with or challenge the completion of the Arrangement or any other transaction or matter related to the Arrangement or contemplated by the Arrangement Agreement; and
- (l) not do indirectly that which it may not do directly by the terms of this Article 2 (including the sale of any direct or indirect holding company or other affiliate of the Securityholder that has a direct or indirect interest in the Subject Securities).

2.2 If the Purchaser concludes that it is necessary or desirable to proceed with a form of transaction other than the Arrangement pursuant to which the Purchaser or any of its affiliates would effectively acquire all or substantially all of the assets of the Company or all of the issued and outstanding shares in the capital of the Company, and such transaction: (a) provides for economic terms (including as to the form or amount of the Arrangement Consideration) having consequences (including, but not limited to, tax consequences) which, in relation to the Securityholder and its affiliates which own the Subject Securities, are equivalent to or better than those contemplated by the Arrangement; (b) would not likely result in a delay or time to completion beyond the Outside Date; and (c) is otherwise on terms and conditions not more onerous on the Securityholder and its affiliates which beneficially own the Subject Securities than the Arrangement (any such transaction, an “**Alternative Transaction**”), then the Securityholder shall support the completion of the Alternative Transaction in the same manner as the Arrangement, including by (i) voting or causing to be voted all Subject Securities in favour of the Alternative Transaction; or (ii) depositing or causing the deposit of the Subject Securities to a Alternative Transaction conducted by way of a take-over bid and not withdrawing them. In the event of any proposed Alternative Transaction, any reference in this Agreement to the Arrangement shall refer to the Alternative Transaction or any resolution in respect thereto and, to the extent applicable, all terms, covenants, representations and warranties of this Agreement shall be and shall be deemed to have been made in the context of the Alternative Transaction.

### **ARTICLE 3 AGREEMENT TO VOTE**

3.1 The Securityholder covenants and agrees that it shall, and shall cause each of its affiliates to, from the date hereof until the termination of this Agreement in accordance with its terms:

- (a) vote (or cause to be voted) all of the Subject Securities at any meeting, or in any action by written consent, of the securityholders of the Company where such Subject Securities are entitled to vote:

- (i) in favour of: (A) the approval, consent, ratification and adoption of the Arrangement (including the Arrangement Resolution); (B) the transactions contemplated by the Arrangement Agreement; and (C) any actions reasonably required for the completion of the Arrangement or the transactions contemplated by the Arrangement Agreement; and
  - (ii) against: (A) any Acquisition Proposal (other than the transactions contemplated by the Arrangement Agreement) and any action, proposal, transaction, agreement or matter that would reasonably be expected to enable, encourage, promote, lead to or otherwise facilitate an Acquisition Proposal (other than the transactions contemplated by the Arrangement Agreement); and (B) any action, proposal, transaction, agreement or matter that would reasonably be expected to (I) delay, hinder, prevent, frustrate or interfere with the completion of the Arrangement or any transaction or matter related to the Arrangement or contemplated by the Arrangement Agreement, or (II) result in the breach of any representation, warranty or covenant of the Company in the Arrangement Agreement;
- (b) attend, in person or by proxy, any meeting (including the Company Meeting), including any adjournments and postponements thereof, of the securityholders of the Company where the Subject Securities are entitled to vote and convened for the purposes of considering any of the matters set out in Section 3.1(a), and in each case, where applicable, cause the Subject Securities to be counted as present for purposes of establishing quorum at any such meeting (including any adjournments and postponements thereof);
- (c) no later than 10 Business Days prior to the cut-off time for the deposit or delivery of votes by proxy or voting instruction form, as applicable, in respect of any meeting referenced in Section 3.1(b), duly complete and execute (or cause to be completed and executed) and cause forms of proxy or voting instruction forms, as applicable, in respect of all the Subject Securities to be validly and properly delivered, in each case, as may be required to cause such Subject Securities to be voted in accordance with Section 3.1(a); and
- (d) ensure that any forms of proxy or voting instruction forms referenced in Section 3.1(c): (i) name those individuals designated by the Company in the Circular; and (ii) are not revoked, withdrawn, amended or modified without the prior written consent of the Purchaser or to the extent required to comply with the Securityholder's obligations in Section 3.1(a).

3.2 The Securityholder shall deliver to the Purchaser, upon request, reasonable evidence of its compliance with Section 3.1, including copies of any documentation submitted to the Company in connection therewith.

## **ARTICLE 4**

### **ACQUISITION PROPOSAL**

4.1 Notwithstanding any provision of this Agreement to the contrary, if the Company is entitled, pursuant to Section 5.3(a) of the Arrangement Agreement, to engage in or participate in discussions or negotiations with, and otherwise cooperate with or assist, a Person or group of Persons making an Acquisition Proposal, the Securityholder may engage in or participate in

discussions or negotiations with the Company for the purpose of determining whether the Securityholder, in its capacity as a Company Securityholder, would be likely to: (i) support and vote in favour of such Acquisition Proposal; and (ii) enter into agreements in respect of the Acquisition Proposal including, for greater certainty, agreements relating to voting support that would only become effective, if the Board were to determine that such Acquisition Proposal is a Superior Proposal and the Arrangement Agreement is terminated in accordance with its terms (such discussions and negotiations, “**Approved Discussions**”); provided that Approved Discussions may only occur if: (a) the Acquisition Proposal did not result from a breach, in any material respect, by the Securityholder of any of the provisions of this Agreement, and (b) the Company has complied with its notification obligations to the Purchaser pursuant to Section 5.2 of the Arrangement Agreement.

## **ARTICLE 5**

### **REPRESENTATIONS AND WARRANTIES OF THE SECURITYHOLDER**

The Securityholder represents, warrants and, where applicable, covenants to the Purchaser as follows, and acknowledges that the Purchaser is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement and the Arrangement Agreement:

- (a) the Securityholder has the power and capacity to execute and deliver this Agreement and to perform the Securityholder’s obligations hereunder;
- (b) this Agreement has been duly executed and delivered by the Securityholder and, assuming the due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding obligation, enforceable by the Purchaser against the Securityholder in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies such as specific performance and injunction may be granted only in the discretion of a court of competent jurisdiction;
- (c) the Securityholder is the sole registered and/or beneficial owner of, or directly or indirectly exercises control or direction over, the Subject Securities listed on Schedule A, with good and marketable title thereto, free and clear of any and all Liens of any nature or kind whatsoever, and as of the date hereof, the only securities of the Company owned, directly or indirectly, or over which control or direction is exercised, by the Securityholder or its affiliates, are the Subject Securities listed on Schedule A;
- (d) the Securityholder has the sole and exclusive right to enter into this Agreement and vote (or cause to be voted) all the Subject Securities and to sell or cause the sale of all of the Subject Securities as contemplated herein;
- (e) none of the Subject Securities are subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or any other agreement, arrangement, understanding or commitment, formal or informal, with respect or relating to the voting, calling of meetings of shareholders of the Company, the tendering thereof or the granting of consent or approval of any kind with respect to any of the Subject Securities, other than pursuant to this Agreement;

- (f) no Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities or any interest therein or right thereto, except the Purchaser pursuant to this Agreement and the Arrangement Agreement;
- (g) none of the execution and delivery by the Securityholder of this Agreement or the completion or performance of the transactions contemplated hereby or the compliance by the Securityholder with the Securityholder's obligations hereunder will result in a breach of or constitute a default (with or without notice or of lapse of time or both) under any provision of: (i) the Constatting Documents of the Securityholder, if applicable; (ii) any agreement or instrument to which the Securityholder is a party or by which the Securityholder or any of the Securityholder's property or assets is bound; (iii) any Order; or (iv) any Law relevant in the context of the Arrangement or this Agreement;
- (h) no consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained or made by the Securityholder in connection with the execution and delivery of this Agreement by the Securityholder and the performance by it of its obligations hereunder; and
- (i) there are no claims, actions, lawsuits, arbitrations, mediations or other legal Proceedings in progress or pending or, to the knowledge of the Securityholder, threatened, against or involving the Securityholder or any of its affiliates that if determined adverse to the interests of the Securityholder would reasonably be expected to adversely affect in any manner: (i) the ability of the Securityholder to enter into this Agreement and to perform its obligations hereunder; or (ii) the title of the Securityholder or any of its affiliates to any of the Subject Securities.

## **ARTICLE 6**

### **REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

The Purchaser represents, warrants and, where applicable, covenants to the Securityholder as follows and acknowledges that the Securityholder is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement:

- (a) the Purchaser is a corporation duly formed, validly existing and in good standing under the laws of the Province of Ontario and has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (b) the execution and delivery of this Agreement by the Purchaser and the performance by it of its obligations hereunder have been duly authorized and no other corporate proceedings on its part are necessary to authorize this Agreement and the performance of its obligations hereunder;
- (c) this Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by the Securityholder, constitutes a legal, valid and binding obligation, enforceable by the Securityholder against the Purchaser in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting



the rights of creditors generally and except that equitable remedies such as specific performance and injunction may be granted only in the discretion of a court of competent jurisdiction;

- (d) none of the execution and delivery by the Purchaser of this Agreement or the completion or performance of the transactions contemplated hereby or the compliance by the Purchaser with the Purchaser's obligations hereunder will result in a breach of or constitute a default (with or without notice of lapse of time or both) under: (i) the Constating Documents of the Purchaser; (ii) any agreement or instrument to which the Purchaser is a party or by which the Purchaser or any of the Purchaser's property or assets is bound; (iii) any Order; or (iv) any Law relevant in the context of the Arrangement or this Agreement;
- (e) no consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained or made by the Purchaser in connection with the execution and delivery of this Agreement by the Purchaser and the performance of its obligations hereunder; and
- (f) there are no claims, actions, lawsuits, arbitrations, mediations or other legal Proceedings in progress or pending or, to the knowledge of the Purchaser, threatened, against or involving the Purchaser that if determined adverse to the interests of the Purchaser would reasonably be expected to adversely affect in any manner the ability of the Purchaser to enter into this Agreement and to perform its obligations hereunder.

## **ARTICLE 7 TERMINATION**

7.1 Subject to Section 7.2, this Agreement shall terminate upon the earliest to occur of the following:

- (a) written agreement of the Purchaser and the Securityholder;
- (b) written notice being delivered by the Securityholder or the Purchaser to the other party, if the Effective Date has not occurred by the Outside Date (as may be extended pursuant to the Arrangement Agreement);
- (c) written notice being delivered by the Securityholder to the Purchaser, if:
  - (i) the Purchaser is in default of any covenant in this Agreement and such default has a material and adverse effect on the completion of the Arrangement;
  - (ii) any representation or warranty of the Purchaser under this Agreement is at the date hereof, or becomes at any time, untrue or incorrect in any material respect, if such inaccuracy is reasonably likely to prevent, restrict or materially delay completion of the Arrangement; or
  - (iii) without the prior written consent of the Securityholder, there is a:
    - (A) decrease in the amount of Arrangement Consideration set out in the Arrangement Agreement (provided that a decrease in the market price of

the Purchaser's shares, if any, will not constitute a decrease in the amount of Arrangement Consideration set out in the Arrangement Agreement); or (B) change in the form of Arrangement Consideration set out in the Arrangement Agreement (other than to add additional consideration) that has an adverse effect on the Securityholder,

provided that, in the case of (i) and (ii), at the time of such termination, the Securityholder is not in material default under this Agreement;

- (d) written notice being delivered by the Purchaser to the Securityholder, if:
  - (i) the Securityholder is in default of any covenant in this Agreement in any material respect; or
  - (ii) any representation or warranty of the Securityholder under this Agreement is at the date hereof, or becomes at any time, untrue or incorrect in any material respect,

provided that at the time of such termination, the Purchaser is not in material default under this Agreement;

- (e) the Effective Time; and
- (f) the Arrangement Agreement terminating in accordance with its terms.

7.2 Neither party may exercise its right to terminate this Agreement pursuant to Section 7.1(c)(i), 7.1(c)(ii) or 7.1(d), unless the party seeking to terminate the Agreement delivers a written notice to the other party specifying, in reasonable detail, all breaches of covenants, representations and warranties or other matters which the party delivering such notice is asserting as the basis for the termination right. If the party to whom notice is delivered is proceeding diligently to cure such matter and such matter is capable of being cured, the party delivering such notice may not exercise such termination right:

- (a) if such notice is delivered prior to the Company Meeting, until the earlier of:
  - (i) four Business Days prior to the Company Meeting, and (ii) the date that is 10 Business Days following receipt of such notice by the party to whom the notice was delivered, in each case, if such matter has not been cured by such date;
- (b) if such notice is delivered after the date of the Company Meeting, until the earlier of: (i) five Business Days prior to the Outside Date, and (ii) the date that is 10 Business Days following receipt of such notice by the party to whom the notice was delivered, in each case, if such matter has not been cured by such date.

7.3 If this Agreement is terminated in accordance with Section 7.1: (a) other than as set out in Section 7.3(b), this Agreement shall forthwith be of no further force and effect; and (b) there shall be no liability on part of the parties hereunder, except that no termination shall relieve any party from liability for any breach of this Agreement which occurred prior to the time

of such termination. The Securityholder shall be entitled to withdraw any form of proxy or voting instruction form in the event this Agreement is terminated pursuant to Section 7.1

## **ARTICLE 8 DISCLOSURE**

8.1 The Securityholder: (a) consents to the details of this Agreement being set out in the Circular and the form of this Agreement being made publicly available (including by filing on SEDAR+ and EDGAR); (b) consents to and authorizes the publication and disclosure by the Purchaser and the Company of its holding of Subject Securities, the nature of its commitments and obligations under this Agreement and any other information, in each case, that the Purchaser reasonably determines is required to be disclosed by applicable Law in any press release, the Circular or any other disclosure document in connection with the Arrangement and any transactions contemplated by the Arrangement Agreement; (c) agrees to give promptly to the Purchaser any information it or the Company may reasonably require for the preparation of any disclosure documents; and (d) agrees to promptly notify the Purchaser of any required corrections with respect to any written information supplied by it specifically for use in any disclosure document, if and to the extent that any such information shall have become false or misleading in any material respect.

8.2 Except as contemplated by Section 8.1 or as required by applicable Law or the requirements of any stock exchange, the Securityholder shall not make any public announcement or statement with respect to this Agreement or the transactions contemplated in the Arrangement Agreement without the approval of the Purchaser, which shall not be unreasonably withheld, conditioned or delayed.

## **ARTICLE 9 GENERAL**

9.1 The Purchaser acknowledges and agrees that the Securityholder is bound hereunder solely in its capacity as a holder of Subject Securities and that the provisions hereof shall not be deemed or interpreted to bind the Securityholder in the Securityholder's capacity as a director and/or officer of the Company or any of its Subsidiaries, if applicable.

9.2 For the avoidance of doubt, nothing in this Agreement shall: (a) limit, prohibit or restrict the Securityholder from acting in the Securityholder's capacity as a director and/or officer of the Company and properly fulfilling the Securityholder's fiduciary duties as a director and/or officer of the Company or any of its Subsidiaries (including any action performed by or on behalf of the Company or any of its Subsidiaries and permitted by, and performed in compliance with, the terms of the Arrangement Agreement); or (b) require the Securityholder, in the Securityholder's capacity as an officer of the Company, to take any action in contravention of, or to omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with, instructions or directions of the Board or any committee thereof undertaken in the exercise of their fiduciary duties. It is acknowledged and agreed that the Securityholder, solely in the Securityholder's capacity as a director and/or officer of the Company, may vote at a meeting of the Board or any committee thereof, make or approve any public statements, and/or respond in favour of a Superior Proposal in respect of the Company, or provide information to a party making the Superior Proposal, in each case, as contemplated in, and subject to the terms and conditions of, the Arrangement Agreement, and any such vote,

public statement, response and/or provision of information shall not be a violation of this Agreement.

9.3 The Securityholder shall, from time to time hereafter and upon any reasonable request of the Purchaser, but without further consideration, promptly do, execute, deliver or cause to be done, executed and delivered, all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Agreement.

9.4 This Agreement shall not be assignable by any party without the prior written consent of the other party. Notwithstanding the foregoing, the Purchaser may, at any time, assign all or any part of its rights and obligations under this Agreement without such consent to any of its affiliates; provided that the Purchaser shall not be relieved of its obligations hereunder without the Securityholder's prior consent. This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties and their respective successors and permitted assigns.

9.5 Time shall be of the essence of this Agreement.

9.6 Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person or sent by email or similar means of recorded electronic communication, addressed as follows:

- (a) in the case of the Securityholder, as set out below the name of the Securityholder on the signature page hereto; and
- (b) in the case of the Purchaser:

Agnico Eagle Mines Limited  
145 King Street East, Suite 400  
Toronto, Ontario M5C 2Y7

Attention: Chris Vollmershausen  
Email: 

with a copy (which shall not constitute notice) to:

Davies Ward Phillips & Vineberg LLP  
155 Wellington Street West  
Toronto, Ontario M5V 3J7

Attention: Patricia Olasker and Marc Pontone  
Email: [polasker@dwpv.com](mailto:polasker@dwpv.com) and [mpontone@dwpv.com](mailto:mpontone@dwpv.com)

Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day or if delivery or transmission is made on a Business Day after 5:00 p.m. at the place of receipt, then on the next following Business Day). Any party may at any time change its address for service from time to time by giving notice to the other party in accordance with this Section 9.6.

9.7 This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable in that province. Each of the parties irrevocably and unconditionally: (a) submits to the exclusive jurisdiction of the courts of the Province of Ontario over any Proceeding arising out of or relating to this Agreement; (b) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts; and (c) agrees not to assert that such courts are not a convenient forum for the determination of any such Proceeding.

9.8 The Securityholder acknowledges that this Agreement is an integral part of the Arrangement and that the Purchaser would not consider proceeding with the Arrangement unless this Agreement was entered into by the Securityholder. Each of the parties acknowledge and agree that: (a) irreparable damage would occur for which money damages would not be a sufficient remedy for any breach of this Agreement by any party; (b) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the provisions of this Agreement; and (c) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies at law or in equity.

9.9 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not irremediably affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled according to their original tenor to the extent possible.

9.10 Each of the parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

9.11 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements, understandings, undertakings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein.

9.12 No amendment or waiver of any provision of this Agreement shall be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

9.13 This Agreement and any document contemplated by or delivered under or in connection with this Agreement may be executed in any number of counterparts (including in

electronic form and/or with electronic signatures), with the same effect as if all parties had executed and delivered the same Agreement or document, and all counterparts shall be construed together to be an original and will constitute one and the same Agreement or document.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

**Securityholder:**

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(Name of Securityholder)

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(Signature of Securityholder)

Address:

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Email:

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**AGNICO EAGLE MINES LIMITED**

by \_\_\_\_\_  
Name:  
Title:



**SCHEDULE A**  
**OWNERSHIP OF SECURITIES**

| <b>Name</b> | <b>Type of Securities</b> | <b>Number of securities beneficially owned or controlled</b> | <b>Registered holder if different from beneficial owner</b> | <b>Total number of securities</b> |
|-------------|---------------------------|--------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------|
|             |                           |                                                              |                                                             |                                   |