CANADIAN IMPERIAL BANK OF COMMERCE
Canadian Depositary Receipt Programme

Amended and Restated Annex A to the Deposit Agreement for Shares of European Issuers

Amended and Restated Annex A (this "**Annex**") to the Deposit Agreement for Shares of European Issuers dated as of January 23, 2025, as amended from time to time, among Canadian Imperial Bank of Commerce, CIBC Mellon Trust Company, and the Owners, Holders and Record Date Holders from time to time of Canadian Depositary Receipts (as such terms are defined therein) (the "**Deposit Agreement**"). This Annex is an amended and restated Annex A to the Deposit Agreement and replaces and supersedes all previous versions of Annex A.

Annex Date: November 14, 2025

This Annex sets out the Companies and related Shares in respect of which the Deposit Agreement applies as of the Annex Date indicated above.

Company	Shares	Primary Market and Ticker Symbol	CDR Class	Initial Creation Date[1]	Initial CDR Ratio
Allianz SE	Ordinary shares	Frankfurt Stock Exchange: ALV	German CDRs	January 27, 2025	0.05
Bayerische Motoren Werke AG (also known in English as Bavarian Motor Works Inc.)	Ordinary shares	Frankfurt Stock Exchange: BMW	German CDRs	January 27, 2025	0.20
Mercedes-Benz Group AG	Ordinary shares	Frankfurt Stock Exchange: MBG	German CDRs	January 27, 2025	0.28
SAP SE	Ordinary shares	Frankfurt Stock Exchange: SAP	German CDRs	January 27, 2025	0.06
Siemens AG	Ordinary shares	Frankfurt Stock Exchange: SIE	German CDRs	January 27, 2025	0.08
ASML Holding N.V.	Ordinary shares	Euronext Amsterdam: ASML	Dutch CDRs	February 12, 2025	0.022
ING Groep N.V.	Ordinary shares	Euronext Amsterdam: INGA	Dutch CDRs	February 12, 2025	0.95
Nestlé S.A.	Registered shares	SIX Swiss Exchange: NESN	Swiss CDRs	February 12, 2025	0.19
Novartis AG	Registered shares	SIX Swiss Exchange: NOVN	Swiss CDRs	February 12, 2025	0.15
Roche Holding AG	Non-voting equity securities (*Genussscheine*)	SIX Swiss Exchange: ROG	Swiss CDRs	February 12, 2025	0.05
UBS Group AG	Registered shares	SIX Swiss Exchange: UBSG	Swiss CDRs	February 12, 2025	0.50
Hermès International	Ordinary shares	Euronext Paris: RMS	French CDRs	To Be Agreed.	0.0070

L’Oréal S.A.	Ordinary shares	Euronext Paris: OR	French CDRs	To Be Agreed.	0.0400
LVMH Moët Hennessy Louis Vuitton SE	Ordinary shares	Euronext Paris: MC	French CDRs	To Be Agreed.	0.0250
Sanofi	Ordinary shares	Euronext Paris: SAN	French CDRs	To Be Agreed.	0.1600
Schneider Electric SE	Ordinary shares	Euronext Paris: SU	French CDRs	To Be Agreed.	0.0600
TotalEnergies SE	Ordinary shares	Euronext Paris: TTE	French CDRs	To Be Agreed.	0.2600
Novo Nordisk A/S	B shares	Nasdaq Copenhagen: NOVO-B	Danish CDRs	To Be Agreed.	0.3000

(1) In the foregoing table, “To Be Agreed” means to be agreed between the Depositary and the Custodian and posted by the Depositary on the CDR Website on or before the first date of issuance of CDRs of the relevant Series.

Capitalized terms used but not defined herein shall have the meanings set out in the Deposit Agreement.

This Annex may be amended from time to time upon agreement between CIBC and the Custodian to amend or supplement any of the terms hereof applicable to any or all Series of CDRs including to provide for additional Series of Canadian Depositary Receipts (and to provide for the related Issuer Interest) by adding additional companies or issuers as Companies listed herein for each of which a related series or class of securities shall be identified as the related Shares for the new Series of CDRs. The execution and delivery between CIBC and the Custodian of an amended form of this Annex (or of a separate amendment or supplement to this Annex A) adding reference to one or more additional companies or issuers as Companies and specifying the relevant related Shares shall evidence such an agreement to create a new Series of CDRs and shall automatically apply to create the new corresponding Deemed Deposit Agreement and Series of Canadian Depositary Receipts in respect thereof.

A. German CDRs

The following terms and amendments to the Deposit Agreement shall apply solely in respect of each Series of CDRs indicated above to be part of the class of German CDRs and shall also apply to the corresponding Deemed Deposit Agreements of each such Series of CDRs:

1. *Custody Arrangements*.

The Custodian hereby represents and warrants on a continuous basis, without limitation of the representations, warranties and covenants set out in the Deposit Agreement and Schedule “A” thereto, as follows:

(a) the relevant Sub-custodian for all of the Shares credited to the Custody Account is The Bank of New York Mellon SA/NV, Niederlassung Frankfurt am Main; and

(b) the Sub-custodian will hold its positions directly in its account holding client property with Clearstream Banking AG Frankfurt (CBF) directly as a participant of the clearing agency and not through any intermediary.

2. *Specific Withholding and Taxation Provisions for German CDRs*.

Further to Section 4.8 (Withholding and Taxation), specifically with respect to withholding under German law:

CDR Holders and Record Date Holders hereby acknowledge that, except as may otherwise be disclosed in a current prospectus for the relevant CDRs from time to time, the Depositary, the Custodian and the Sub-custodian have no intention of facilitating any claims by CDR Holders or Record Date Holders for refunds of any portion of the applicable German withholding tax (*Kapitalertragsteuer*) on dividends even if such withholding occurs at a rate that exceeds the applicable rate under the Agreement between the Federal Republic of Germany and Canada for the Avoidance of Double Taxation with Respect to Taxes on Income and Certain Other Taxes, the Prevention of Fiscal Evasion and the Assistance in Tax Matters of April 19, 2001(the “**Canada-Germany Double Taxation Treaty**”), and consequently it may not be possible for CDR Holders or Record Date Holders to claim any such applicable refunds.

The Depositary, the Custodian and the Sub-custodian may in their sole discretion from time to time adopt procedures which are intended to provide CDR Holders upon their request with German withholding tax certificates which are required in order to claim from the German tax authorities refunds of the portion of German dividend withholding tax that exceeds the rates applicable to particular CDR Holders under the Canada-Germany Double Taxation Treaty. In order to obtain such a withholding tax certificate, a Record Date Holder would be required to complete and submit such tax forms and provide such evidence of CDR ownership as may be required by the Depositary including in accordance with directions provided by the Depositary from time to time. Any of the Depositary, the Custodian and/or the Sub-custodian may at any time without notice cease to provide these services or modify the terms on which they will facilitate the issuance of a German withholding tax certificate to any applicable CDR Holder.

B. Dutch CDRs

The following terms and amendments to the Deposit Agreement shall apply solely in respect of each Series of CDRs indicated above to be part of the class of Dutch CDRs and shall also apply to the corresponding Deemed Deposit Agreements of each such Series of CDRs:

1. *Custody Arrangements*.

The Custodian hereby represents and warrants on a continuous basis, without limitation of the representations, warranties and covenants set out in the Deposit Agreement and Schedule “A” thereto, as follows:

(a) the relevant Sub-custodian for all of the Shares credited to the Custody Account is The Bank of New York Mellon SA/NV; and

(b) the Sub-custodian will hold its positions directly in its account holding client property with Euroclear Nederland directly as a participant of the clearing agency and not through any intermediary.

2. *Specific Withholding and Taxation Provisions for Dutch CDRs*.

Further to Section 4.8 (Withholding and Taxation), specifically with respect to withholding under Netherlands law:

CDR Holders and Record Date Holders hereby acknowledge that, except as may otherwise be disclosed in a current prospectus for the relevant CDRs from time to time, the Depositary, the Custodian and the Sub-custodian have no obligation or intention to facilitate any claims by CDR Holders or Record Date Holders for refunds of any portion of the applicable Dutch withholding tax (*dividendbelasting*) on dividends and other distributions or otherwise assisting in the recovery of any such amounts, and consequently it may not be possible for CDR Holders or Record Date Holders to claim any such applicable refunds.

The Depositary, the Custodian and the Sub-custodian may in their sole discretion from time to time adopt procedures which are intended to provide CDR Holders (upon their request and at their expense and for such fees as may be determined by CIBC) with Dutch withholding tax certificates.

C. Swiss CDRs

The following terms and amendments to the Deposit Agreement shall apply solely in respect of each Series of CDRs indicated above to be part of the class of Swiss CDRs and shall also apply to the corresponding Deemed Deposit Agreements of each such Series of CDRs:

1. *Custody Arrangements*.

The Custodian hereby represents and warrants on a continuous basis, without limitation of the representations, warranties and covenants set out in the Deposit Agreement and Schedule “A” thereto, as follows:

(a) the relevant Sub-custodian for all of the Shares credited to the Custody Account is UBS Switzerland AG; and

(b) the Sub-custodian will hold its positions directly in its account holding client property with SIX SIS AG directly as a participant of the clearing agency and not through any intermediary.

2. *Specific Withholding and Taxation Provisions for Swiss CDRs*.

Further to Section 4.8 (Withholding and Taxation), specifically with respect to withholding under Swiss law:

CDR Holders and Record Date Holders hereby acknowledge that, except as may otherwise be disclosed in a current prospectus for the relevant CDRs from time to time, the Depositary, the Custodian and the Sub-custodian have no obligation or intention to facilitate any claims by CDR Holders or Record Date Holders for refunds of any portion of applicable withholding taxes on dividends and other distributions or otherwise assisting in the recovery of any such amounts, and consequently it may not be possible for CDR Holders or Record Date Holders to claim any such applicable refunds.

The Depositary, the Custodian and the Sub-custodian may in their sole discretion from time to time adopt procedures which are intended to provide CDR Holders (upon their request and at their expense and for such fees as may be determined by CIBC) with Swiss withholding tax certificates.

3. *Underlying Currency for Swiss CDRs*

Further to Section 1.2 (Definitions), all references in the Deposit Agreement to “Euros”, “EUR” and “€” are hereby specified to refer to Swiss francs (CHF) in respect of Swiss CDRs.

D. French CDRs

The following terms and amendments to the Deposit Agreement shall apply solely in respect of each Series of CDRs indicated above to be part of the class of French CDRs and shall also apply to the corresponding Deemed Deposit Agreements of each such Series of CDRs:

1. *Custody Arrangements*.

The Custodian hereby represents and warrants on a continuous basis, without limitation of the representations, warranties and covenants set out in the Deposit Agreement and Schedule “A” thereto, as follows:

(a) the relevant Sub-custodian for all of the Shares credited to the Custody Account is The Bank of New York Mellon SA/NV; and

(b) the Sub-custodian will hold its positions directly in its account holding client property with Euroclear France directly as a participant of the clearing agency and not through any intermediary.

2. *Specific Withholding and Taxation Provisions for French CDRs*.

Further to Section 4.8 (Withholding and Taxation), specifically with respect to withholding under French law:

CDR Holders and Record Date Holders hereby acknowledge that, except as may otherwise be disclosed in a current prospectus for the relevant CDRs from time to time, the Depositary, the Custodian and the Sub-custodian have no obligation or intention to facilitate any claims by CDR Holders or Record Date Holders for refunds of any portion of applicable withholding taxes on dividends and other distributions or otherwise assisting in the recovery of any such amounts, and consequently it may not be possible for CDR Holders or Record Date Holders to claim any such applicable refunds.

The Depositary, the Custodian and the Sub-custodian may in their sole discretion from time to time adopt procedures which are intended to provide CDR Holders (upon their request and at their expense and for such fees as may be determined by CIBC) with French withholding tax certificates.

E. Danish CDRs

The following terms and amendments to the Deposit Agreement shall apply solely in respect of each Series of CDRs indicated above to be part of the class of Danish CDRs and shall also apply to the corresponding Deemed Deposit Agreements of each such Series of CDRs:

1. *Custody Arrangements*.

The Custodian hereby represents and warrants on a continuous basis, without limitation of the representations, warranties and covenants set out in the Deposit Agreement and Schedule “A” thereto, as follows:

(a) the relevant Sub-custodian for all of the Shares credited to the Custody Account is The Bank of New York Mellon SA/NV; and

(b) the Sub-custodian will hold its positions directly in its account holding client property with Euronext Securities Copenhagen (ES-CPH) directly as a participant of the clearing agency and not through any intermediary.

2. *Specific Withholding and Taxation Provisions for Danish CDRs*.

Further to Section 4.8 (Withholding and Taxation), specifically with respect to withholding under Danish law:

CDR Holders and Record Date Holders hereby acknowledge that, except as may otherwise be disclosed in a current prospectus for the relevant CDRs from time to time, the Depositary, the Custodian and the Sub-custodian have no obligation or intention to facilitate any claims by CDR Holders or Record Date Holders for refunds of any portion of applicable withholding taxes on dividends and other distributions or otherwise assisting in the recovery of any such amounts, and consequently it may not be possible for CDR Holders or Record Date Holders to claim any such applicable refunds.

The Depositary, the Custodian and the Sub-custodian may in their sole discretion from time to time adopt procedures which are intended to provide CDR Holders (upon their request and at their expense and for such fees as may be determined by CIBC) with Danish withholding tax certificates.

3. *Underlying Currency for Danish CDRs*

Further to Section 1.2 (Definitions), all references in the Deposit Agreement to “Euros”, “EUR” and “€” are hereby specified to refer to Danish kroner (DKK) in respect of Danish CDRs

F. Addition of Definition of “Applicable Trading Costs” and Revisions to Definitions of “CIBC Average Hedge Price” and “Reference Share Price” in Section 1.2 (Definitions) of the Deposit Agreement

The following definition is hereby be added to Section 1.2 (Definitions) of the Deposit Agreement immediately prior to the definition of “Business Day”:

> “**Applicable Trading Costs**” for any applicable Trading Day (the “**Relevant Day**”) means the amount calculated by CIBC in a commercially reasonable manner prior to the Trade Date Ratio Adjustment Time for the Relevant Day as the actual out-of-pocket costs or expenses (including any applicable transfer taxes or stamp taxes or duties) incurred by CIBC and/or an affiliate in connection with the purchases or sales of Underlying Shares as part of hedging transactions, if any, entered into by or for CIBC in connection with its Issuer Interest and the related change to the Trade Date Ratio for the Relevant Day, as expressed as an average cost per Underlying Share. For greater certainty, if the Per CDR Net Notional Hedge Value has a positive notional termination value on the related FX Termination Date, then the Applicable Trading Costs for the relevant Trading Day (if applicable) shall be added when determining the CIBC Average Hedge Price or Reference Share Price whereas if the Per CDR Net Notional Hedge Value has a negative notional termination value, then the Applicable Trading Costs for the relevant Trading Day (if applicable) shall be subtracted when determining the CIBC Average Hedge Price or Reference Share Price.

The definitions of “CIBC Average Hedge Price” and “Reference Share Price” in Section 1.2 (Definitions) of the Deposit Agreement are hereby replaced with the following definitions and provisions:

> “**CIBC Average Hedge Price**” in respect of the Shares for a Series for a Trading Day (the “Relevant Day”) means the weighted average trading price per Share (as adjusted for Applicable Trading Costs) at which CIBC or an affiliate of CIBC purchased or sold Shares on the Relevant Day or prior to the Trade Date Ratio Adjustment Time for the Relevant Day in connection with hedging transactions, if any, entered into by or for CIBC in connection with its Issuer Interest and the related change to the Trade Date Ratio for the Relevant Day; provided that to the extent hedging purchases or sales are transacted on a day that follows the Relevant Day and prior to the Trade Date Ratio Adjustment Time for the Relevant Day and Shares trade with-dividend on the Relevant Day and on an ex-dividend basis on the day such purchases or sales were completed, then for the purposes of the calculation of the weighted average trading price per Share the relevant announced dividend amount in EUR shall be added to the trading price per Share for those hedging purchases or sales transacted on an ex-dividend basis.

> “**Reference Share Price**” in respect of the Shares for a Series and a Trading Day means the Closing Price of the Shares on such Trading Day as adjusted for Applicable Trading Costs unless: (a) the CIBC Average Hedge Price for the Shares for such Trading Day differs materially from such Closing Price (as determined by CIBC in its commercially reasonable discretion) or no official closing price is available for the Shares for such Trading Day and (b) CIBC determines at or prior to the Trade Date Ratio Adjustment Time for such Trading Day to use the CIBC

> Average Hedge Price for the Trading Day to determine the Reference Share Price for the Shares for such Trading Day; in which case such CIBC Average Hedge Price shall be the Reference Share Price for the Shares for such Trading Day and CIBC shall post a notice to this effect on the CDR Website as soon as practicable.

This addition and replacement shall apply in respect of all Series of CDRs and accordingly shall apply to the corresponding Deemed Deposit Agreements of all Series of CDRs except that in respect of German CDRs this addition and replacement shall only apply from and including March 25, 2025.

G. Revisions to Section 4.8 (Withholding and Taxation) of the Deposit Agreement

The last sentence of Section 4.8 (Withholding and Taxation) of the Deposit Agreement is hereby be replaced with the following statement:

> "CIBC shall use commercially reasonable efforts to ensure that any required Canadian tax information slips reflect any applicable foreign withholding taxes withheld with respect to dividends or other distributions (which currently consists of facilitating the issuance of exchange and CDS Clearing bulletins and notices which will allow securities intermediaries to generate Canadian tax information slips reflecting applicable foreign withholding taxes withheld with respect to dividends or other distributions)".

This replacement shall apply in respect of all Series of CDRs and accordingly shall apply to the corresponding Deemed Deposit Agreements of all Series of CDRs except that in respect of German CDRs this replacement shall only apply from and including March 25, 2025.

[*Signature Page Follows.*]

IN WITNESS WHEREOF CANADIAN IMPERIAL BANK OF COMMERCE and **CIBC MELLON TRUST COMPANY** have duly executed this Annex A as of the Annex Date indicated above.

CANADIAN IMPERIAL BANK OF COMMERCE

By: "*Elliot Scherer*"
Name: Elliot Scherer
Title: Managing Director and Global Head, Wealth Solutions Group

CIBC MELLON TRUST COMPANY

By: "*Tedford Mason*"
Name: Tedford Mason
Title: Authorized Signatory

By: "*Ronald Landry*"
Name: Ronald Landry
Title: Authorized Signatory