

ISIN DE000CK9S0M5

COMMERZBANK AKTIENGESELLSCHAFT
Frankfurt am Main

Final Terms

dated 12 February 2014

relating to

**Unlimited TURBO Warrants
CALL
relating to
shares of SEB S.A.
2nd Tranche**

to be publicly offered in the French Republic
and to be admitted to trading on Euronext Paris S.A.

with respect to the

Base Prospectus

dated 8 May 2013

relating to

**TURBO Warrants
Unlimited TURBO Warrants**

INTRODUCTION

These Final Terms have been prepared for the purpose of Article 5 (4) of Directive 2003/71/EC (the Prospectus Directive") as amended (which includes the amendments made by Directive 2010/73/EU (the "2010 PD Amending Directive") to the extent that such amendments have been implemented in a relevant Member State of the European Economic Area), as implemented by the relevant provisions of the EU member states, in connection with Regulation 809/2004 of the European Commission and must be read in conjunction with the base prospectus relating to TURBO Warrants and Unlimited TURBO Warrants (consisting of the Summary and Securities Note both dated 08 May 2013, the first supplement dated 07 June 2013, the second supplement dated 23 August 2013 and the third supplement dated 26 November 2013 and the Registration Document dated 6 November 2013 and the first supplement dated 14 November 2013 of Commerzbank Aktiengesellschaft) (the "Base Prospectus") and any supplements thereto.

The Base Prospectus and any supplements thereto are published in accordance with Article 14 of Directive 2003/71/EC in electronic form on the website of Commerzbank Aktiengesellschaft at www.warrants.commerzbank.com. Hardcopies of these documents may be requested free of charge from the Issuer's head office (Kaiserstraße 16 (Kaiserplatz), 60311 Frankfurt am Main, Federal Republic of Germany).

In order to obtain all information necessary to the assessment of the Unlimited TURBO Warrants both the Base Prospectus and these Final Terms must be read in conjunction.

All options marked in the Base Prospectus which refer (i) to Unlimited TURBO Warrants relating to Shares and (ii) the Share underlying the Warrants shall apply.

The summary applicable for this issue of Warrants is annexed to these Final Terms.

The Unlimited TURBO Warrants (the "Additional Warrants") will be consolidated and form a single series with the previously issued Unlimited TURBO Warrants (ISIN DE000CK9S0M5) issued under the Base Prospectus relating to TURBO Warrants and Unlimited TURBO Warrants dated 20 April 2012 (the "Former Warrants").

These Final Terms, together with the information in the sections "General Information", "Functionality of the Warrants", "Taxation", "Selling Restrictions" and "Risk Factors relating to the Warrants" of the Base Prospectus, contain a description of the characteristics of the Unlimited TURBO Warrants. In addition, the Issuer has produced legally binding Terms and Conditions for the Additional Warrants that are, except for the issue size, identical to the Terms and Conditions of the Former Warrants. The Terms and Conditions of the Additional Warrants are available for viewing in electronic form on the website of Commerzbank Aktiengesellschaft (www.commerzbank.com) and copies thereof may be obtained free of charge at the head office of the Issuer, Kaiserstraße 16 (Kaiserplatz), 60311 Frankfurt am Main, Federal Republic of Germany. The Terms and Conditions contained in the Base Prospectus shall not apply to the Additional Warrants.

Issuer:	Commerzbank Aktiengesellschaft
Information on the Underlying:	Information on the Share underlying the Unlimited TURBO Warrants is available on the website www.euronext.com .
Offer and Sale:	<p>Commerzbank offers from 12 February 2014 Unlimited TURBO Warrants relating to shares of SEB S.A. (ISIN FR0000121709) (the "Unlimited TURBO Warrants") with an issue size of 50,000 at an initial issue price of EUR 1.11 per Unlimited TURBO Warrant.</p> <p>These Unlimited TURBO Warrants will be consolidated and form a single series with the Unlimited TURBO Warrants, issued on 14 February 2013 with the same ISIN.</p> <p>As a rule, the investor can purchase the Unlimited TURBO Warrants at a fixed issue price. This fixed issue price contains all costs incurred</p>

by the Issuer relating to the issuance and the sale of the Unlimited TURBO Warrants (e.g. distribution cost, structuring and hedging costs as well as the profit margin of Commerzbank).

Consent to the usage of the Base Prospectus and the Final Terms:

The Issuer hereby grants consent to use the Base Prospectus and these Final Terms for the subsequent resale or final placement of the Warrants by any financial intermediary.

The offer period within which subsequent resale or final placement of Warrants by financial intermediaries can be made, is valid only as long as the Base Prospectus and the Final Terms are valid in accordance with Article 9 of the Prospectus Directive as implemented in the relevant Member State.

The consent to use the Base Prospectus and these Final Terms is granted only in relation to the following Member State(s): French Republic.

Payment Date:

12 February 2014

Clearing number:

ISIN DE000CK9S0M5

Local Code 2D75Z

Currency of the Issue:

EUR

Minimum Trading Size:

1 (one) Unlimited TURBO Warrant(s)

Listing:

The Issuer intends to apply for the listing and trading of the Unlimited TURBO Warrants on the regulated market(s) of Euronext Paris S.A. with effect from 12 February 2014.

If a Knock-out Event occurs, the price fixing will be terminated.

Applicable Special Risks:

In particular, the following risk factors (2. "Special Risks") which are mentioned in the Base Prospectus are applicable:

- 2.3 Dependency of the redemption on the performance of the Underlying / Knock-out Event (Unlimited TURBO Warrants (CALL))
- 2.7 Leverage effect / Risk of disproportionately high losses
- 2.9 Ordinary Adjustment of the Strike in case of Unlimited TURBO Warrants (CALL) relating to Shares, Indices and Metals
- 2.15 Ordinary Adjustment of the Knock-out Barrier (not BEST)
- 2.16 Extraordinary Adjustment and Extraordinary Termination by the Issuer in case of Unlimited TURBO Warrants
- 2.19 "Unlimited" Warrants; exercise requirement (Bermudan exercise); sale of the Warrants
- 2.20 Continuous price of the Underlying and price of the Underlying on the Valuation Date
- 2.22 Underlying Share

**Applicable
Terms and Conditions:**

Terms and Conditions produced by the Issuer for the Additional Warrants that are identical to the Terms and Conditions of the Former Warrants. The Terms and Conditions contained in the Base Prospectus shall not apply to the Additional Warrants.

The following description of the Unlimited TURBO Warrants, together with the information in the sections "General Information" and "Risk Factors relating to the Warrants" of the Base Prospectus, constitutes a description of the characteristics of the Unlimited TURBO Warrants. The legally binding Terms and Conditions are available for viewing in electronic form on the website of Commerzbank Aktiengesellschaft. The Terms and Conditions contained in the Base Prospectus do not apply.

§ 1 FORM

1. The Unlimited TURBO Warrants (the "**Warrants**") of each series issued by Commerzbank Aktiengesellschaft, Frankfurt am Main, Federal Republic of Germany (the "**Issuer**") will be issued in bearer dematerialised form (*dématisation*). Title to the Warrants will be evidenced by book entries (*inscription en compte*) in accordance with the provisions of the French Monetary and Financial Code relating to Holding of Securities (currently, Articles L. 211-3 et seq. and R. 211-1 et seq. of the French Monetary and Financial Code). No physical document of title (including *certificats représentatifs* pursuant to Article R. 211-7 of the French Monetary and Financial Code) will be issued in respect of the Warrants.
2. Transfers of Warrants and other registration measures shall be made in accordance with the French Monetary and Financial Code, the regulations, rules and operating procedures applicable to and/or issued by Euroclear France, 115 rue Réaumur, 75081 Paris (the "**Clearing System**"; the "**Clearing Rules**").
3. The term "**Warrantholder**" in these Terms and Conditions refers to any person holding Warrants through a financial intermediary entitled to hold accounts with the Clearing System on behalf of its customers (the "**Warrant Account Holder**") or, in the case of a Warrant Account Holder acting for its own account, such Warrant Account Holder.
4. The Issuer reserves the right to issue from time to time without the consent of the Warrantholders additional tranches of Warrants with substantially identical terms, so that the same shall be consolidated to form a single series and increase the total volume of the Warrants. The term "Warrants" shall, in the event of such consolidation, also comprise such additionally issued Warrants.

§ 2 DEFINITIONS

1. For the purposes of these Terms and Conditions, the following definitions shall apply (subject to an adjustment in accordance with § 5):

The "**Adjustment Amount**" shall change monthly on each Adjustment Day and shall then be applicable for the duration of the Adjustment Period beginning on such Adjustment Day. It shall be equal to the Strike on the Adjustment Day occurring within the relevant Adjustment Period, multiplied by the Adjustment Percentage valid during such Adjustment Period. With regard to the first Adjustment Period, the Strike on the Issue Date shall be used for the below mentioned calculations.

The "**Adjustment Day**" means the first calendar day in each month or, if such day is not an Exchange Business Day, the next following Exchange Business Day. The first Adjustment Day shall be 04 March 2013.

The "**Adjustment Percentage**" applicable during an Adjustment Period means the sum of (i) the interest rate published on EUR1MD= (or a successor page thereto) on the Adjustment Day falling within the relevant Adjustment Period (the "**Reference Interest Rate**") and (ii) the Risk Premium applicable during the relevant Adjustment Period, the result being divided by 365. The Adjustment Percentage (p.a.) for the first Adjustment Period shall be the percentage set out in paragraph 2.

The "**Adjustment Period**" means the period of time commencing on the Issue Date until the first Adjustment Day (exclusive) and each subsequent period of time commencing on an Adjustment Day (inclusive) until the next following Adjustment Day (exclusive).

"**Exchange Business Day**" means a day on which the Relevant Exchange and the Futures Exchange (§ 5 paragraph 4) are open for trading during their respective regular trading sessions, notwithstanding the Relevant Exchange or Futures Exchange closing prior to its scheduled weekday closing time. Any trading or trading activities after or before the regular trading sessions on the Relevant Exchange or the Futures Exchange will not be taken into account.

"**Exercise Date**" means the last Payment Business Day in the month of December of each year commencing as of December 2013.

"**Issue Date**" means 14 February 2013.

The "**Knock-out Barrier**" for the first Adjustment Period shall correspond to the value stated in paragraph 2. For each additional Adjustment Period, the Knock-out Barrier shall be newly determined on the Adjustment Day falling within the relevant Adjustment Period. The Issuer will determine it in its reasonable discretion (*billiges Ermessen*, § 315 German Civil Code (*BGB*)) by taking into account the relevant prevailing market conditions (in particular, the volatility).

The respective Knock-out Barrier shall in each case be published on the Issuer's website at www.warrants.commerzbank.com.

"**Market Disruption Event**" means the occurrence or existence of any suspension of, or limitation imposed on, trading in (a) the Share on the Relevant Exchange, or (b) any option or futures contracts relating to the Share on the Futures Exchange (if such option or futures contracts are traded on the Futures Exchange), provided that any such suspension or limitation is material. The decision whether a suspension or limitation is material will be made by the Issuer in its reasonable discretion (*billiges Ermessen*, § 315 German Civil Code (*BGB*)). The occurrence of a Market Disruption Event shall be published in accordance with § 10.

A limitation regarding the office hours or the number of days of trading will not constitute a Market Disruption Event if it results from an announced change in the regular business hours of the respective exchange. A limitation on trading imposed during the course of a day by reason of movements in price exceeding permitted limits shall only be deemed to be a Market Disruption Event if such limitation still prevails at the time of termination of the trading hours on such date.

"**Minimum Exercise Number of Warrants**" is 1 Warrant.

"**Payment Business Day**" means a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System (TARGET) and the Clearing System settle payments in EUR.

"**Ratio**" means the ratio set out in paragraph 2.

"**Reference Price**" means the price of the Share last determined and published by the Relevant Exchange on any day (closing price).

"**Relevant Exchange**" is the exchange referred to in paragraph 2.

"**Risk Premium**" means a percentage determined on an Adjustment Day for the Adjustment Period beginning on such Adjustment Day, which indicate the price of the risks taken over by the Issuer. The determination will be made by the Issuer in its reasonable discretion (*billiges Ermessen*, § 315 German Civil Code (*BGB*)). The Risk Premium for the first Adjustment Period shall be the percentage set out in paragraph 2.

The respective Risk Premium for subsequent Adjustment Periods shall be published on the Issuer's website at www.warrants.commerzbank.com.

The "**Strike**" shall change on each calendar day between the Issue Date and the relevant Valuation Date. The Strike on a calendar day ("**T**") shall correspond to the Strike on the preceding calendar day ("**T-1**"), plus the Adjustment Amount applicable on T-1. On each Adjustment Date the Strike will be equal to the Strike of the previous calendar day plus the Adjustment Amount being calculated on such Adjustment Date.

The Strike on the Issue Date shall correspond to the value stated in paragraph 2.

The respective Strike shall in each case be published on the Issuer's website at www.warrants.commerzbank.com.

"**Underlying**" means the security referred to in paragraph 2. (the "**Share**").

"**Valuation Date**" means the Exercise Date.

If on the Valuation Date the Reference Price of the Share is not determined and published by the Relevant Exchange or on the Valuation Date a Market Disruption Event occurs, the Valuation Date shall be postponed to the next following Exchange Business Day on which the Reference Price of the Share is determined and published again by the Relevant Exchange and on which a Market Disruption Event does not occur.

If, according to the before-mentioned, the Valuation Date is postponed for three consecutive Exchange Business Days, and if also on such day the Reference Price of the Share is not determined and published by the Relevant Exchange or a Market Disruption Event occurs on such day, then this day shall be deemed to be the Valuation Date and the Issuer shall estimate the Reference Price of the Share in its reasonable discretion (*billiges Ermessen*, § 315 German Civil Code (*BGB*)), and in consideration of the prevailing market conditions on such day and make a notification thereof in accordance with § 10.

2. For each series of Warrants the terms "Share", "Strike", "Knock-out Barrier", "Risk Premium", "Adjustment Percentage", "Relevant Exchange" and "Ratio", shall have the following meanings:

Type	Share	ISIN	Strike on the Issue Date	Knock-out Barrier during the first Adjustment Period	Risk Premium p.a. during the first Adjustment Period	Adjustment Percentage p.a. during the first Adjustment Period	Relevant Exchange	Ratio
CALL	Shares of SEB S.A. (ISIN FR0000121709)	DE000CK9S0M5	EUR 47.10	EUR 50.00	4.00%	4.12%	Euronext Paris S.A.	0.10

§ 3 OPTION RIGHT

1. The Warrants grant to the Warranholder the right (the "**Option Right**") to receive from the Issuer the payment of an amount "**CA**" (the "**Cash Amount**") per Warrant in EUR (rounded, if necessary, to the next eurocent (EUR 0.01) with EUR 0.005 rounded upwards) as determined in accordance with the following formula:

$$CA = (\text{Share}_{\text{final}} - \text{Strike}) \times \text{Ratio}$$

(in the case of Unlimited TURBO CALL Warrants)

or

$$CA = (\text{Strike} - \text{Share}_{\text{final}}) \times \text{Ratio}$$

(in the case of Unlimited TURBO PUT Warrants)

where

$\text{Share}_{\text{final}}$ = the Reference Price of the Share on the Valuation Date expressed in EUR

Strike = the Strike applicable on the Valuation Date

2. If at any time at or after the Issue Date, a price of the Share as determined and published by the Relevant Exchange is at least once equal to or below the Knock-out Barrier (in the case of Unlimited TURBO CALL Warrants) or equal to or above the Knock-out Barrier (in the case of Unlimited TURBO PUT Warrants) ("**Knock-out Event**"), the Option Right pursuant to paragraph 1 shall expire.

If a Knock-out Event occurs, the Cash Amount determined in the reasonable discretion of the Issuer (*billiges Ermessen*, § 315 German Civil Code (*BGB*)) may be zero.

In that case, the due date shall be the fifth Payment Business Day following the day on which the Knock-out Event occurred.

The Cash Amount will be published on the Issuer's website at www.warrants.commerzbank.com.

3. In order to validly exercise the Option Right with respect to an Exercise Date the Warrantholder is obliged to instruct the account holding bank to
 - a) deliver a written exercise notice (the "**Exercise Notice**") via the account holding bank to the Warrant Agent in the form available at the Warrant Agent or by providing all information and statements requested therein;
 - b) deliver the Warrants via the account holding bank by crediting the Warrants to the account of the Warrant Agent with the Clearing System.

On the Exercise Date at or prior to 10.00 am (Frankfurt time) (i) the Exercise Notice has to be received by the Warrant Agent and (ii) the Warrants has to be booked at the account of the Warrant Agent with the Clearing System.

4. Option Rights can only be exercised for the Minimum Exercise Number of Warrants set out in paragraph 2. or for an integral multiple thereof.

Any exercise of less than the Minimum Exercise Number of Warrants shall be void. Any exercise of more than the Minimum Exercise Number of Warrants that is not an integral multiple thereof, shall be deemed to be an exercise of the next smaller number of Warrants which is the minimum number or an integral multiple thereof. Warrants exceeding the Minimum Exercise Number of Warrants or an integral multiple thereof shall be re-transferred for the cost and the risk of the Warrantholder to the account holding bank.

5. The Exercise Notice shall be binding and irrevocable.
6. After the valid exercise of the Option Right, the Issuer shall pay the Cash Amount to the Warrantholders not later than the fifth Payment Business Day following the Valuation Date to the account holding bank for crediting the accounts of the Warrantholders.

§ 4
ORDINARY TERMINATION BY THE ISSUER

1. The Issuer shall be entitled, in each with effect as of the last Payment Business Day of each month, for the first time with effect as of 27 March 2013 (each an "**Ordinary Termination Date**"), to ordinarily terminate the Warrants in whole but not in part ("**Ordinary Termination**").
2. Any such Ordinary Termination must be announced at least 28 days prior to the Ordinary Termination Date in accordance with § 10. Such announcement shall be irrevocable and must state the Ordinary Termination Date.
3. In the case of an Ordinary Termination of the Warrants each Warrantholder shall receive a payment per Warrant as determined in accordance with the provisions of § 3 paragraph 1 and paragraph 6. In this respect, the Ordinary Termination Date shall in all respects supersede the Exercise Date.
4. Any amounts that are payable pursuant to these Terms and Conditions in the case of Ordinary Termination shall be paid to the Warrant Agent subject to the provision that the Warrant Agent transfer such amounts to the Clearing System for the purposes of crediting the accounts of the relevant depository banks and forwarding on to the Warranholders.
5. The right of the Warranholders to request redemption of the Warrants with effect as of the Exercise Dates preceding the relevant Ordinary Termination Date shall not be affected by such Ordinary Termination by the Issuer in accordance with this § 4.

§ 5
**EXTRAORDINARY ADJUSTMENTS;
EXTRAORDINARY TERMINATION RIGHT OF THE ISSUER**

1. If an Adjustment Event or an Extraordinary Event (both as defined below) has a material effect on the price of the Share, the Issuer will make adjustments to the Terms and Conditions taking into consideration the provisions set forth hereinafter (the "**Extraordinary Adjustments**"). If an Extraordinary Event has occurred, the Issuer may (instead of such an Extraordinary Adjustment) optionally terminate the Warrants prematurely with respect to an Exchange Business Day (the "**Extraordinary Termination Date**") taking into consideration the provisions set forth hereinafter with a prior notice of seven Payment Business Days in accordance with § 10. Any termination of the Warrants in part shall be excluded.
 - a) Adjustments to the Terms and Conditions shall correspond to the adjustments to option or futures contracts relating to the Share made by the Futures Exchange or that would have been made by the Futures Exchange if such option or futures contracts were traded on the Futures Exchange. In the event of any doubts regarding the application of the adjustment rules of the Futures Exchange, the Issuer shall decide in its reasonable discretion (*billiges Ermessen*, § 315 German Civil Code (*BGB*)). The adjustments made by the Issuer may deviate from those made by the Futures Exchange in cases where the adjustments made by the Futures Exchange would only lead to a minor adjustment of the Terms and Conditions, as well as in cases when and where such deviation is necessary in the reasonable discretion of the Issuer (*billiges Ermessen*, § 315 German Civil Code (*BGB*)) to compensate for the economic effect of the relevant Adjustment Event or Extraordinary Event on the price of the Share.

As a result of such adjustments especially the Knock-out Barrier, the Ratio and the Strike may be amended. The adjustments may also result in the Share being replaced by another share or other securities, a basket of securities and/or cash, and another stock exchange being determined as the Relevant Exchange. If the Futures Exchange makes an adjustment by replacing the Share by a basket of shares, the Issuer shall be entitled to determine only the Share with the highest market capitalisation on the relevant Cut-off Date as the (new) Underlying, to sell the remaining Shares in the basket on the first

Exchange Business Day following the Cut-off Date at the first available price and to reinvest the proceeds immediately afterwards in the remaining Share.

Adjustments and determinations take effect as from the date (the "**Cut-off Date**") determined by the Issuer in its reasonable discretion (*billiges Ermessen*, § 315 German Civil Code (*BGB*)), provided that (in case the Issuer follows the manner in which adjustments are or would be made by the Future Exchange) the Issuer shall use the date at which such adjustments take effect or would take effect at the Futures Exchange if such option or futures contracts were traded at the Futures Exchange.

Adjustments and determinations as well as the effective date shall be notified by the Issuer in accordance with § 10.

Any adjustment in accordance with this § 5 paragraph 1 does not exclude a later termination in accordance with this paragraph on the basis of the same event.

- b) If the Warrants are called for redemption due to the occurrence of an Extraordinary Event, they shall be redeemed at the extraordinary termination amount per Warrant (the "**Extraordinary Termination Amount**") which shall be calculated by the Issuer in its reasonable discretion (*billiges Ermessen*, § 315 German Civil Code (*BGB*)) by taking into account prevailing market conditions and any proceeds realised by the Issuer in connection with transactions concluded by it in its reasonable discretion (*billiges Ermessen*, § 315 German Civil Code (*BGB*)) for hedging measures in relation to the assumption and fulfilment of its obligations under the Warrants (the "**Hedging Transactions**"). Expenses for transactions that were required for winding up the Hedging Transactions will be taken into account as deductible items.

The Issuer shall pay the Extraordinary Termination Amount to the Warrantholders not later than the tenth Payment Business Day following the Extraordinary Termination Date to the Clearing System for crediting the accounts of the depositors of the Warrants with the Clearing System. The rights in connection with the Warrants shall expire upon the payment of the Extraordinary Termination Amount to the Clearing System.

2. "**Adjustment Event**" means:

- a) the adjustment of option or futures contracts relating to the Share at the Futures Exchange or the announcement of such adjustment;
- b) any of the following actions taken by the issuer of the underlying Share (the "**Company**"): capital increases through issuance of new shares against capital contribution and issuance of subscription rights to the shareholders, capital increases out of the Company's reserves, issuance of securities with option or conversion rights related to the Share, distributions of ordinary dividends, distributions of extraordinary dividends, stock splits or any other splits, consolidation or alteration of category;
- c) a spin-off of a part of the Company in such a way that a new independent entity is formed, or that the spun-off part of the Company is absorbed by another entity; or
- d) any other adjustment event being economically equivalent to the before-mentioned events with regard to their effects.

3. "**Extraordinary Event**" means:

- a) the termination of trading in, or early settlement of, option or futures contracts relating to the Share at the Futures Exchange or the announcement of such termination or early settlement;
- b) the termination of the listing of the Share on the Relevant Exchange due to a merger by absorption or by creation or due to any other reasons, or the becoming known of the intention of the Company or the announcement of the Relevant Exchange that the listing

of the Share at the Relevant Exchange will terminate immediately or at a later date and that the Share will not be admitted, traded or listed at any other exchange which is comparable to the Relevant Exchange (including the exchange segment, if applicable) immediately following the termination of the listing;

- c) the Issuer and/or its affiliates (in the meaning of § 1 paragraph 7 German Banking Act (*KWG*), § 290 paragraph 2 German Commercial Law (*HGB*)) are, even following economically reasonable efforts, not in the position (i) to enter, re-enter, replace, maintain, liquidate, acquire or dispose of any transactions or investments that the Issuer considers necessary to hedge its risks resulting from the assumption and performance of its obligations under the Warrants or (ii) to realize, regain or transfer the proceeds resulting from such transactions or investments;
 - d) a procedure is introduced or ongoing pursuant to which all shares or the substantial assets of the Company are or are liable to be nationalized or expropriated or otherwise transferred to public agencies, authorities or organizations;
 - e) the application for insolvency proceedings or for comparable proceedings with regard to the assets of the Company according to the applicable law of the Company; or
 - f) any other event being economically equivalent to the before-mentioned events with regard to their effects.
4. "**Futures Exchange**" means the options or futures exchange with the highest trading volume of option or futures contracts relating to the Share. If option or futures contracts on the Share are not traded on any exchange, the Futures Exchange shall be the options or futures exchange with the highest amount of option or futures contracts relating to shares of companies having their residence in the country in which the Company has its residence. If there is no options or futures exchange in the country in which the Company has its residence on which option or futures contracts on shares are traded, the Issuer will determine the Futures Exchange in its reasonable discretion (*billiges Ermessen*, § 315 German Civil Code (*BGB*)) and will make notification thereof in accordance with § 10.
5. The Issuer may also terminate the Warrants according to paragraph 1 in the case of a takeover-bid, i.e. an offer to take over or to swap or any other offer or any other act of an individual person or a legal entity that results in the individual person or legal entity buying, otherwise acquiring or obtaining a right to buy more than 10% of the outstanding shares of the Company as a consequence of a conversion or otherwise, all as determined by the Issuer based on notifications to the competent authorities or on other information determined as relevant by the Issuer.

§ 6 TAXES

All present and future taxes, fees or other duties in connection with the Warrants shall be borne and paid by the Warrantheolders. The Issuer is entitled to withhold from payments to be made under the Warrants any taxes, fees and/or duties payable by the Warrantheolders in accordance with the previous sentence.

§ 7 STATUS

The obligations under the Warrants constitute direct, unconditional and unsecured obligations of the Issuer and rank at least *pari passu* with all other unsecured and unsubordinated obligations of the Issuer (save for such exceptions as may exist from time to time under applicable law).

§ 8
WARRANT AGENT

1. BNP Paribas Securities Services, a société en commandite par actions incorporated under the laws of France, registered with the Registre du commerce et des sociétés of Paris under number 552 108 011, the registered office of which is located at 3, rue d'Antin, 75002 Paris, France, acting through its office located at Les Grands Moulins de Pantin, 9 rue du Débarcadère, 93500 Pantin, France, shall be the warrant agent (the "**Warrant Agent**").
2. The Issuer shall be entitled at any time to appoint another bank of international standing as Warrant Agent. Such appointment and the effective date shall be notified in accordance with § 10.
3. The Warrant Agent is hereby granted exemption from the restrictions of § 181 of the German Civil Code (*BGB*) and any similar restrictions of the applicable laws of any other country.

§ 9
SUBSTITUTION OF THE ISSUER

1. Any other company may assume at any time during the life of the Warrants, subject to paragraph 2, without the Warranholders' consent all the obligations of the Issuer under these Terms and Conditions. Any such substitution and the effective date shall be notified by the Issuer in accordance with § 10.

Upon any such substitution, such substitute company (hereinafter called the "**New Issuer**") shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under these Terms and Conditions with the same effect as if the New Issuer had been named as the Issuer herein; the Issuer (and, in the case of a repeated application of this § 9, each previous New Issuer) shall be released from its obligations hereunder and from its liability as obligor under the Warrants.

In the event of such substitution, any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the New Issuer.

2. No such assumption shall be permitted unless
 - a) the New Issuer has agreed to assume all obligations of the Issuer under the Warrants pursuant to these Terms and Conditions;
 - b) the New Issuer has agreed to indemnify and hold harmless each Warranholder against any tax, duty, assessment or governmental charge imposed on such Warranholder in respect of such substitution;
 - c) the Issuer (in this capacity referred to as the "**Guarantor**") has unconditionally and irrevocably guaranteed to the Warranholders compliance by the New Issuer with all obligations under the Warrants pursuant to these Terms and Conditions;
 - d) the New Issuer and the Guarantor have obtained all governmental authorisations, approvals, consents and permissions necessary in the jurisdictions in which the Guarantor and/or the New Issuer are domiciled or the country under the laws of which they are organised.
3. Upon any substitution of the Issuer for a New Issuer, this § 9 shall apply again.

§ 10 NOTICES

Notices relating to the Warrants shall be published in the Federal Gazette (*Bundesanzeiger*) and shall be deemed to be effective upon such publication unless such publication gives another effective date.

If the Warrants are offered to the public, notices relating to the Warrants shall in addition be published on the internet page *www.warrants.commerzbank.com* (or on another internet page notified at least six weeks in advance by the Issuer in accordance with this § 10). If applicable law or regulations of the stock exchange on which the Warrants are listed require a notification in another manner, notices shall also be given in the manner so required.

§ 11 LIMITATION OF LIABILITY

The Issuer shall be held responsible for acting or failing to act in connection with the Warrants only if, and insofar as, it either breaches material obligations under or in connection with the Terms and Conditions negligently or wilfully or breaches other obligations with gross negligence or wilfully. The same applies to the Warrant Agent.

§ 12 FINAL CLAUSES

1. The Warrants and the rights and duties of the Warranholders, the Issuer, the Warrant Agent and the Guarantor (if any) shall in all respects be governed by the laws of the Federal Republic of Germany except for § 1 paragraph 1 to 3 of the Terms and Conditions which shall be governed by the laws of the French Republic.
2. In the event of manifest typing or calculation errors or similar manifest errors in the Terms and Conditions, the Issuer shall be entitled to declare rescission (*Anfechtung*) to the Warranholders. The declaration of rescission shall be made without undue delay upon becoming aware of any such ground for rescission (*Anfechtungsgrund*) and in accordance with § 10. Following such rescission by the Issuer, the Warranholders may instruct the account holding bank to submit a duly completed redemption notice to the Warrant Agent, either by filling in the relevant form available from the Warrant Agent or by otherwise stating all information and declarations required on the form (the "**Rescission Redemption Notice**"), and to request repayment of the Issue Price against transfer of the Warrants to the account of the Warrant Agent with the Clearing System. The Issuer shall make available the Issue Price to the Warrant Agent within 30 calendar days following receipt of the Rescission Redemption Notice and of the Warrants by the Warrant Agent, whichever receipt is later, whereupon the Warrant Agent shall transfer the Issue Price to the account specified in the Rescission Redemption Notice. Upon payment of the Issue Price all rights under the Warrants delivered shall expire.
3. The Issuer may combine the declaration of rescission pursuant to paragraph 2 with an offer to continue the Warrants on the basis of corrected Terms and Conditions. Such an offer and the corrected provisions shall be notified to the Warranholders together with the declaration of rescission in accordance with § 10. Any such offer shall be deemed to be accepted by a Warranholder (and the rescission shall not take effect), unless the Warranholder requests repayment of the Issue Price within four weeks following the date on which the offer has become effective in accordance with § 10 by delivery of a duly completed Rescission Redemption Notice via the account holding bank to the Warrant Agent and by transfer of the Warrants to the account of the Warrant Agent with the Clearing System pursuant to paragraph 2. The Issuer shall refer to this effect in the notification.
4. "**Issue Price**" within the meaning of paragraph 2 and 3 shall be deemed to be the higher of (i) the purchase price that was actually paid by the relevant Warranholder (as declared and proved by evidence in the request for repayment) and (ii) the weighted arithmetic average (as determined by the Issuer in its reasonable discretion (*billiges Ermessen*, § 315 German Civil

Code (*BGB*) of the traded prices of the Warrants on the on the Exchange Business Day preceding the declaration of rescission pursuant to paragraph 2. If a Market Disruption Event exists on the Exchange Business Day preceding the declaration of rescission pursuant to paragraph 2, the last Exchange Business Day preceding the declaration of rescission pursuant to paragraph 2 on which no Market Disruption Event existed shall be decisive for the ascertainment of price pursuant to the preceding sentence.

5. Contradictory or incomplete provisions in the Terms and Conditions may be corrected or amended, as the case may be, by the Issuer in its reasonable discretion (*billiges Ermessen*, § 315 German Civil Code (*BGB*)). The Issuer, however, shall only be entitled to make such corrections or amendments which are reasonably acceptable to the Warrantheolders having regard to the interests of the Issuer and in particular which do not materially adversely affect the legal or financial situation of the Warrantheolders. Notice of any such correction or amendment shall be given to the Warrantheolders in accordance with § 10.
6. If the Warrantheolder was aware of typing or calculation errors or similar errors at the time of the acquisition of the Warrants, then, notwithstanding paragraphs 2 - 5, the Warrantheolders can be bound by the Issuer to the corrected Terms and Conditions.
7. Should any provision of these Terms and Conditions be or become void in whole or in part, the other provisions shall remain in force. The void provision shall be replaced by a valid provision that reflects the economic intent of the void provision as closely as possible in legal terms. In those cases, however, the Issuer may also take the steps described in paragraphs 2 - 5 above.
8. Place of performance is Frankfurt am Main.
9. Place of jurisdiction for all disputes and other proceedings in connection with the Warrants for merchants, entities of public law, special funds under public law and entities without a place of general jurisdiction in the Federal Republic of Germany is Frankfurt am Main. In such a case, the place of jurisdiction in Frankfurt am Main shall be an exclusive place of jurisdiction.

SUMMARY

Summaries are made up of disclosure requirements known as 'Elements'. These elements are numbered in Sections A – E (A.1 – E.7).

This summary contains all the Elements required to be included in a summary for this type of securities and Issuer. There may be gaps in the numbering sequence of the Elements in cases where Elements are not required to be addressed.

Even though an Element may be required to be inserted in the summary because of the type of securities and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of '- not applicable -'. Certain provisions of this summary are in brackets. Such information will be completed or, where not relevant, deleted, in relation to a particular issue of securities, and the completed summary in relation to such issue of securities shall be appended to the relevant final terms.

Section A – Introduction and Warnings

Element	Description of Element	Disclosure requirement
A.1	Warnings	<p>This summary should be read as an introduction to the base prospectus (the "Base Prospectus") and the relevant Final Terms. Investors should base any decision to invest in the securities issued under the Base Prospectus (the "Warrants") in consideration of the Base Prospectus as a whole and the relevant Final Terms.</p> <p>Where a claim relating to information contained in the Base Prospectus is brought before a court in a member state of the European Economic Area, the plaintiff investor may, under the national legislation of such member state, be required to bear the costs for the translation of the Base Prospectus and the Final Terms before the legal proceedings are initiated.</p> <p>Civil liability attaches only to those persons, who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus or it does not provide, when read together with the other parts of the Base Prospectus, all necessary key information.</p>
A.2	Consent to the use of the Prospectus	<p>The Issuer hereby grants consent to use the Base Prospectus and the Final Terms for the subsequent resale or final placement of the Warrants by any financial intermediary.</p> <p>The offer period within which subsequent resale or final placement of Warrants by financial intermediaries can be made, is valid only as long as the Base Prospectus and the Final Terms are valid in accordance with Article 9 of the Prospectus Directive as implemented in the relevant Member State.</p> <p>The consent to use the Base Prospectus and the Final Terms is granted only in relation to the following Member State(s): French Republic.</p> <p>The consent to use the Base Prospectus including any supplements as well as any corresponding Final Terms is subject to the condition that (i) this Base Prospectus and the respective Final Terms are delivered to potential investors only together with any supplements</p>

published before such delivery and (ii) when using the Base Prospectus and the respective Final Terms, each financial intermediary must make certain that it complies with all applicable laws and regulations in force in the respective jurisdictions.

In the event of an offer being made by a financial intermediary, this financial intermediary will provide information to investors on the terms and conditions of the offer at the time of that offer.

Section B – Issuer

Element	Description of Element	Disclosure requirement
B.1	Legal and Commercial Name of the Issuer	The legal name of the Bank is COMMERZBANK Aktiengesellschaft (the "Issuer", the "Bank" or "Commerzbank", together with its consolidated subsidiaries "Commerzbank Group" or the "Group") and the commercial name of the Bank is COMMERZBANK.
B.2	Domicile / Legal Form / Legislation / Country of Incorporation	The Bank's registered office is in Frankfurt am Main and its head office is at Kaiserstraße 16 (Kaiserplatz), 60311 Frankfurt am Main, Federal Republic of Germany. COMMERZBANK is a stock corporation established under German law in the Federal Republic of Germany.
B.4b	Known trends affecting the Issuer and the industries in which it operates	The global financial market crisis and sovereign debt crisis in the eurozone in particular have put a very significant strain on the net assets, financial position and results of operations of the Group in the past, and it can be assumed that further materially adverse effects for the Group can also result in the future, in particular in the event of a renewed escalation of the crisis.
B.5	Organisational Structure	COMMERZBANK is the parent company of the COMMERZBANK Group. The COMMERZBANK Group holds directly and indirectly equity participations in various companies.
B.9	Profit forecasts or estimates	- not applicable – The Issuer currently does not make profit forecasts or estimates.
B.10	Qualifications in the auditors' report on the historical financial information	- not applicable – Unqualified auditors' reports have been issued on the historical financial information contained in this Base Prospectus.
B.12	Selected key financial information	The following table shows in overview form the balance sheet and income statement of the COMMERZBANK Group which has been extracted from the respective audited consolidated financial statements prepared in accordance with IFRS as of 31 December 2011 and 2012 as well as from the consolidated interim financial statements as of 30 September 2013 (reviewed):

	<u>31 December</u> <u>2011</u>	<u>31 December</u> <u>2012¹</u>	<u>30 September</u> <u>2013</u>
Balance sheet			
Assets (€m)			
Cash reserve.....	6,075	15,755	11,122
Claims on banks	87,790	88,028	109,482
Claims on customers.....	296,586	278,546	250,530
Value adjustment portfolio fair value hedges	147	202	91
Positive fair value of derivative hedging instruments.....	5,132	6,057	4,053
Trading assets	155,700	144,144	119,472
Financial investments.....	94,523	89,142	84,487
Holdings in companies accounted for using the equity method	694	744	727
Intangible assets	3,038	3,051	3,122

Fixed assets.....	1,399	1,372	1,721
Investment properties.....	808	637	668
Non-current assets and disposal groups held for sale.....	1,759	757	249
Current tax assets.....	716	790	613
Deferred tax assets.....	4,154	3,216	3,153
Other assets	3,242	3,571	3,742
Total	<u>661,763</u>	<u>636,012</u>	<u>593,232</u>

Liabilities and equity (€ m)

Liabilities to banks.....	98,481	110,242	124,315
Liabilities to customers.....	255,344	265,842	256,244
Securitised liabilities.....	105,673	79,332	69,551
Value adjustment portfolio fair value hedges	938	1,467	784
Negative fair values of derivative hedging instruments.....	11,427	11,739	8,429
Trading liabilities	137,847	116,111	82,646
Provisions	3,761	4,099	3,965
Current tax liabilities.....	680	324	240
Deferred tax liabilities.....	189	91	96
Liabilities from disposal groups held for sale	592	2	-
Other liabilities	6,568	6,523	6,590
Subordinated capital	13,285	12,316	12,136
Hybrid capital	2,175	1,597	1,489
Equity.....	24,803	26,327	26,747
Total	<u>661,763</u>	<u>636,012</u>	<u>593,232</u>

^{*)} Prior-year figures restated due to the first-time application of the amended IAS 19 and other disclosure changes.

	<u>1 January – 31 December</u>		<u>1 January – 30 September</u>	
	<u>2011</u>	<u>2012</u>	<u>2012¹⁾</u>	<u>2013</u>
<u>Income Statement</u>				
<u>(€ m)</u>				
Net interest income	6,724	5,539	4,759	4,468
Loan loss provisions	(1,390)	(1,660)	(1,046)	(1,296)
Net interest income after loan loss provisions	5,334	3,879	3,713	3,172
Net commission income.....	3,495	3,191	2,485	2,440
Net trading income and net income from hedge accounting.....	1,986	1,121	472	234
Net investment income.....	(3,611)	81	(169)	10
Current net income from companies accounted for using the equity method	42	46	34	50
Other net income.....	1,253	(77)	(55)	(147)
Operating expenses	7,992	7,025	5,254	5,109
Restructuring expenses	---	43	43	493
Net gain or loss from sale of disposal of groups.....	---	(268)	(83)	---
Pre-tax profit or loss ..	507	905	1,100	157
Taxes on income	(240)	796	329	60
Consolidated profit or loss.....	747	109	771	97

¹⁾ Prior-year figures restated due to the first-time application of the amended IAS 19 and other disclosure changes.

There has been no material adverse change in the prospects of the COMMERZBANK Group since 31 December 2012.

No significant changes in the financial position of the COMMERZBANK Group have occurred since 30 September 2013.

- | | | |
|-------------|---|---|
| B.13 | Recent events which are to a material extent relevant to the Issuer's solvency | - not applicable -

There are no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency. |
| B.14 | Dependence of the Issuer upon other entities within the group | - not applicable –

As stated under element B.5, COMMERZBANK is the parent company of the COMMERZBANK Group. |
| B.15 | Issuer's principal activities, principal markets | <p>The focus of the activities of the COMMERZBANK Group is on the provision of a wide range of financial services to private, small and medium-sized corporate and institutional customers in Germany, including account administration, payment transactions, lending, savings and investment products, securities services, and capital market and investment banking products and services. As part of its comprehensive financial services strategy, the Group also offers other financial services in association with cooperation partners, particularly building savings loans, asset management and insurance. The Group is continuing to expand its position as one of the most important German export financiers. Alongside its business in Germany, the Group is also active through its subsidiaries, branches and investments, particularly in Europe.</p> <p>The COMMERZBANK Group is divided into five operating segments – Private Customers, Mittelstandsbank, Central & Eastern Europe, Corporates & Markets and Non Core Assets (NCA) as well as Others and Consolidation. The Private Customers, Mittelstandsbank, Central & Eastern Europe and Corporates & Markets segments form the COMMERZBANK Group's core bank together with Others and Consolidation.</p> |
| B.16 | Controlling parties | - not applicable -

COMMERZBANK has not submitted its management to any other company or person, for example on the basis of a domination agreement, nor is it controlled by any other company or any other person within the meaning of the German Securities Acquisition and Takeover Act. |

Section C – Securities

Element	Description of Element	Disclosure requirement
C.1	Type and class of the securities / Security identification number	<p><u>Type/Form of Securities</u></p> <p>Unlimited TURBO Warrants CALL relating to the shares of SEB S.A. (ISIN FR0000121709) (the "Warrants")</p> <p>The Warrants are issued in dematerialised form.</p> <p><u>Security Identification number(s) of Securities</u></p> <p>ISIN DE000CK9S0M5</p> <p>Local Code 2D75Z</p>
C.2	Currency of the securities	<p>The Warrants are issued in EUR.</p>
C.5	Restrictions on the free transferability of the securities	<p>- not applicable –</p> <p>The Warrants are freely transferable.</p>
C.8	Rights attached to the securities (including ranking of the Securities and limitations to those rights)	<p><u>Governing law of the Securities</u></p> <p>The Warrants will be governed by, and construed in accordance with German law. The constituting of the Warrants may be governed by the laws of the jurisdiction of the Clearing System as set out in the respective Final Terms.</p> <p><u>Rights attached to the Securities</u></p> <p><i>Repayment</i></p> <p>Warrants will grant the investor the right to receive the payment of a Cash Amount. The Cash Amount shall be equal to (i) the amount by which the Reference Price of the Underlying on the Valuation Date exceeds the applicable Strike multiplied by (ii) the Ratio.</p> <p>During the term of the Warrants the investor will not receive dividend payments of the company issuing the Shares underlying the Warrants.</p> <p><i>Adjustments and Early Termination</i></p> <p>Subject to particular circumstances, the Issuer may be entitled to perform certain adjustments. Apart from this, the Issuer may be entitled to terminate the Warrants prematurely if a particular event occurs.</p> <p><u>Ranking of the Securities</u></p> <p>The obligations under the Warrants constitute direct, unconditional and unsecured (<i>nicht dinglich besichert</i>) obligations of the Issuer and, unless otherwise provided by applicable law, rank at least pari passu with all other unsubordinated and unsecured (<i>nicht dinglich besichert</i>) obligations of the Issuer.</p>

C.11	Admission to listing and trading on a regulated market or equivalent market	The Issuer intends to apply for the listing and trading of the Warrants on the regulated market(s) of Euronext Paris S.A. with effect from 12 February 2014.
C.15	Influence of the Underlying on the value of the securities:	<p>The payment of a Cash Amount will to a significant extent depend upon the performance of the Underlying during the term of the Warrants.</p> <p><u>In detail:</u></p> <p>If at any time at or after the Launch Date a price of the Underlying has never been equal to or below EUR 50.00 (the "Knock-out Barrier"), the investor will receive the Cash Amount (the "CA") calculated in accordance with the following formula:</p> $CA = (\text{Underlying}_{\text{final}} - \text{Strike}) \times \text{Ratio}$ <p>where</p> <p>$\text{Underlying}_{\text{final}}$ = the Reference Price of the Underlying on the Valuation Date</p> <p>Strike = the Strike applicable on the Valuation Date</p> <p>The Strike shall change on each calendar day between the Launch Date and the relevant Valuation Date. The Strike on a calendar day ("T") shall correspond to the Strike on the preceding calendar day ("T-1"), plus the Adjustment Amount applicable on T-1.</p> <p>The Strike on the Launch Date shall be EUR 47.10</p> <p>Ratio = 0.10</p> <p>If at any time at or after the Launch Date a price of the Underlying has at least once been equal to or below the Knock-out Barrier (the "Knock-out Event"), the Cash Amount determined in the reasonable discretion of the Issuer (<i>billiges Ermessen</i>, § 315 German Civil Code (<i>BGB</i>)) may be zero.</p> <p>The "Knock-out Barrier" for the first Adjustment Period shall correspond to EUR 50.00. For each additional Adjustment Period, the Knock-out Barrier shall be newly determined. The Issuer will determine it in its reasonable discretion (<i>billiges Ermessen</i>, § 315 German Civil Code (<i>BGB</i>)) by taking into account the relevant prevailing market conditions (in particular, the volatility).</p>
C.16	Valuation Date	Exercise Date
	Exercise Date	Any last Payment Business Day in the months of December of each year commencing as of the month of December 2013

C.17	Description of the settlement procedure for the securities	The Warrants sold will be delivered on the Payment Date in accordance with applicable local market practice via the Clearing System.
C.18	Delivery procedure (clearing on the Exercise Date)	<p>All amounts payable shall be paid to the Warrantholders not later than on the Settlement Date following the date stated in the Terms and Conditions. Such payment shall be made to the Paying Agent for transfer to the Clearing System or pursuant to the Clearing System's instruction for credit to the relevant accountholders. Payment to the Clearing System or pursuant to the Clearing System's instruction shall release the Issuer from its payment obligations under the Warrants in the amount of such payment.</p> <p>"Settlement Date" means the fifth Payment Business Day following a relevant date.</p> <p>"Payment Business Day" means a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System (TARGET) and the Clearing System settle payments in the Issue Currency.</p>
C.19	Final Reference Price of the Underlying	The price of the Underlying last determined and published by the Exchange on the Valuation Date (official closing price).
C.20	Type of the underlying and details, where information on the underlying can be obtained	<p>The asset underlying the Warrants are shares of SEB S.A. (ISIN FR0000121709) (the "Underlying").</p> <p>Information on the Underlying is available on the website www.euronext.com.</p>

Section D – Risks

The purchase of Warrants is associated with certain risks. **The Issuer expressly points out that the description of the risks associated with an investment in the Warrants describes only the major risks which were known to the Issuer at the date of the Base Prospectus.**

Element	Description of Element	Disclosure requirement
D.2	Key risks specific to the Issuer	The Warrants entails an issuer risk, also referred to as debtor risk or credit risk for prospective investors. An issuer risk is the risk that Commerzbank becomes temporarily or permanently unable to meet its obligations to pay interest and/or the redemption amount.

Furthermore, Commerzbank is subject to various risks within its business activities. Such risks comprise in particular the following types of risks:

Global Financial Market Crisis and Sovereign Debt Crisis

The global financial market crisis and sovereign debt crisis in the eurozone in particular have put a very significant strain on the net assets, financial position and results of operations of the Group in the past, and it can be assumed that further materially adverse effects for the Group can also result in the future, in particular in the event of a renewed escalation of the crisis. A further escalation of the crisis within the European Monetary Union can have material adverse effects with consequences that even pose a threat to the Group's existence. The Group holds a large amount of sovereign debt. Impairments and valuations of such sovereign debt at lower fair values have material adverse effects on the Group.

Macroeconomic Environment

The macroeconomic environment prevailing for some time adversely affects the results of operations of the Group and the strong dependence of the Group on the economic environment, particularly in Germany, can lead to further substantial burdens in the event of a renewed economic downturn.

Counterparty Default Risk

The Group is exposed to counterparty default risk (credit risk) also in respect of large individual commitments, large loans and advances, and commitments that is concentrated in individual sectors, so-called "cluster" commitments, as well as loans to debtors that may be particularly affected by the sovereign debt crisis. Real estate finance and ship finance are exposed to risks associated in particular with the volatility of real estate and ship prices, including counterparty default risk (credit risk) and the risk of substantial changes in the values of private and commercial real estate and ships held as collateral. The Group has a substantial number of non-performing loans in its portfolio and these defaults may not be sufficiently covered by collateral in combination with previously conducted write-downs and established provisions.

Market Risks

The Group is exposed to market price risks in the valuation of equities and investment fund units as well as in the form of interest

rate risks, credit spread risks, currency risks, volatility and correlation risks, commodity price risks.

Strategic Risks

There is a risk that the Group may not be able to implement its strategic plans, or only implement them in part or at higher costs than planned. The synergy effects anticipated from Dresdner Bank's integration into the Group may be less than expected or begin to materialize at a later date. In addition, ongoing integration is causing considerable costs and investments that may exceed the planned limits. Customers may not be retained in the long run as a result of the takeover of Dresdner Bank.

Risks from the Competitive Environment

The markets in which the Group is active, particularly the German market and there, above all, activities in business with private and corporate customers as well as investment banking, are characterized by heavy competition on the basis of prices and conditions, which results in considerable pressure on margins. Measures by governments and central banks to combat the financial crisis and the sovereign debt crisis have a significant impact on the competitive environment.

Liquidity Risks

The Group is dependent on the regular supply of liquidity and a market-wide or company-specific liquidity shortage can have material adverse effects on the Group's net assets, financial position and results of operations. Currently, the liquidity supply of banks and other players in the financial markets is strongly dependent on expansive measures of the central banks.

Operational Risks

The Group is exposed to a large number of operational risks including the risk that employees enter into extensive risks for the Group or violate compliance-relevant regulations in connection with the conducting of business activities and thereby cause suddenly occurring damages of a material size.

Risks from Equity Participations

With respect to holdings in listed and unlisted companies, Commerzbank is exposed to particular risks associated with the soundness and manageability of such holdings. It is possible that goodwill reported in the consolidated balance sheet will have to be written down, in full or in part.

Risks from Bank-Specific Regulation

Ever stricter regulatory capital and liquidity standards may bring into question the business model of a number of the Group's operations and negatively affect the Group's competitive position. Other regulatory reforms proposed in the wake of the financial crisis, e.g., statutory charges such as the bank levy or a possible financial transaction tax or stricter disclosure and organizational obligations can materially influence the Group's business model and competitive environment.

Legal Risks

Claims for damages on the grounds of faulty investment advice and the lack of transparency of internal commissions have led to substantial charges and may also in the future lead to further substantial charges for the Group. Commerzbank and its subsidiaries are subject to claims, including in court proceedings, for payment and restoration of value in connection with profit participation certificates and trust preferred securities it issued. The outcome of such proceedings can have material negative effects on the Group, beyond the claims asserted in each case. Regulatory, supervisory and judicial proceedings may have a material adverse effect on the Group. Proceedings brought by regulators, supervisory authorities and prosecutors may have material adverse effects on the Group.

D.6 Key information on the key risks that are specific to the securities

No secondary market immediately prior to the final exercise

The market maker and/or the exchange will cease trading in the Warrants no later than shortly before their scheduled exercise. However, between the last trading day and the scheduled exercise, the price of the Underlying, which is relevant for the Warrants may still change and the Knock-out Barrier could be reached, exceeded or breached in another way for the first time. This may be to the investor's disadvantage.

No Collateralization

The Warrants constitute unconditional obligations of the Issuer. They are neither secured by the Deposit Protection Fund of the Association of German Banks (*Einlagensicherungsfonds des Bundesverbandes deutscher Banken e.V.*) nor by the German Deposit Guarantee and Investor Compensation Act (*Einlagensicherungs- und Anlegerentschädigungsgesetz*). This means that the investor bears the risk that the Issuer can not or only partially fulfil the attainments due under the Warrants. Under these circumstances, a total loss of the investor's capital might be possible.

This means that the investor bears the risk that the Issuer's financial situation may worsen - and that the Issuer may be subjected to a reorganisation proceeding (*Reorganisationsverfahren*) or transfer order (*Übertragungsanordnung*) under German bank restructuring law or that insolvency proceedings might be instituted with regard to its assets - and therefore attainments due under the Warrants can not or only partially be done. Under these circumstances, a total loss of the investor's capital might be possible.

Foreign Account Tax Compliance withholding may affect payments on Warrants

The Issuer and other financial institutions through which payments on the Warrants are made may be required to withhold at a rate of up to 30% on payments made after 31 December 2016 in respect of any Warrants which are issued or materially modified after 31 December 2013, pursuant to Sections 1471 to 1474 of the U.S. Internal Revenue Code, commonly referred to as "**FATCA**" (Foreign Account Tax Compliance Act). A withholding obligation may also exist – irrespective of the date of issuance – if the Warrants are to

be treated as equity instruments according to U.S. tax law. The FATCA regulations outlined above are not yet final. **Investors in the Warrants should therefore be aware of the fact that payments under the Warrants may, under certain circumstances, be subject to U.S. withholding, which may lower the economic result of the Warrant.**

Impact of a downgrading of the credit rating

The value of the Warrants could be affected by the ratings given to the Issuer by rating agencies. Any downgrading of the Issuer's rating by even one of these rating agencies could result in a reduction in the value of the Warrants.

Extraordinary adjustment and extraordinary termination rights

The Issuer shall be entitled to perform extraordinary adjustments with regard to the Terms and Conditions or to terminate and redeem the Warrants prematurely if certain conditions are met. This may have a negative effect on the value of the Warrants as well as the Extraordinary Termination Amount. If the Warrants are terminated, the amount payable to the holders of the Warrants in the event of the extraordinary termination of the Warrants may be lower than the amount the holders of the Warrants would have received without such extraordinary termination.

Market disruption event

The Issuer is entitled to determine market disruption events that might result in a postponement of a calculation and/or of any attainments under the Warrants and that might affect the value of the Warrants. In addition, in certain cases stipulated, the Issuer may estimate certain prices that are relevant with regard to attainments or the reaching of barriers. These estimates may deviate from their actual value.

Substitution of the Issuer

If the conditions set out in the Terms and Conditions are met, the Issuer is entitled at any time, without the consent of the holders of the Warrants, to appoint another company as the new Issuer with regard to all obligations arising out of or in connection with the Warrants in its place. In that case, the holder of the Warrants will generally also assume the insolvency risk with regard to the new Issuer.

Risk factors relating to the Underlying

The Warrants depend on the value of the Underlying and the risk associated with this Underlying. The value of the Underlying depends upon a number of factors that may be interconnected. These may include economic, financial and political events beyond the Issuer's control. The past performance of an Underlying should not be regarded as an indicator of its future performance during the term of the Warrants.

Risk at maturity:

The investor bears the risk that the Cash Amount payable on the Exercise Date is below the purchase price of the Warrant. The

lower the Reference Price of the Underlying on the Valuation Date the greater the loss.

If at any time at or after the Launch Date a price of the Underlying is at least once equal to or below the Knock-out Barrier (the "**Knock-out Event**"), the Warrants shall expire without requiring any further action on behalf of the Warrantholder. In such case the Cash Amount determined in the reasonable discretion of the Issuer (*billiges Ermessen*, § 315 German Civil Code (*BGB*)) may be zero. **The Warrantholder will incur a loss that will almost correspond to the full purchase price paid for the Warrant (total loss).**

Risks if the investor intends to sell or must sell the Warrants during their term:

Market value risk:

The achievable sale price prior to final exercise could be significantly lower than the purchase price paid by the investor.

The market value of the Warrants mainly depends on the performance of the Underlying, without reproducing it accurately. In particular, the following factors may have an adverse effect on the market price of the Warrants:

- Changes in the expected intensity of the fluctuation of the Underlying (volatility)
- Interest rate development
- Developments of the dividends of the Share

Each of these factors could have an effect on its own or reinforce or cancel each other.

Trading risk:

The Issuer is neither obliged to provide purchase and sale prices for the Warrants on a continuous basis on (i) the exchanges on which the Warrants may be listed or (ii) an over the counter (OTC) basis nor to buy back any Warrants. Even if the Issuer generally provides purchase and sale prices, in the event of extraordinary market conditions or technical troubles, the sale or purchase of the Warrants could be temporarily limited or impossible.

Section E – Offer

Element	Description of Element	Disclosure requirement
E.2b	Reason for the offer and use of proceeds when different from making profit and/or hedging certain risks	- not applicable – Profit motivation
E.3	Description of the terms and conditions of the offer	Commerzbank offers from 12 February 2014 50,000 Warrants at an initial issue price of EUR 1.11 per Warrant.
E.4	Any interest that is material to the issue/offer including conflicting interests	The following conflicts of interest can arise in connection with the exercise of rights and/or obligations of the Issuer in accordance with the Terms and Conditions of the Warrants (e.g. in connection with the determination or adaptation of parameters of the terms and conditions), which affect the amounts payable: <ul style="list-style-type: none">- execution of transactions in the Underlying- issuance of additional derivative instruments with regard to the Underlying- business relationship with the Issuer of the Underlying- possession of material (including non-public) information about the Underlying- acting as Market Maker
E.7	Estimated expenses charged to the investor by the issuer or the offeror	The investor can usually purchase the Warrants at a fixed issue price. This fixed issue price contains all cost of the Issuer relating to the issuance and the sales of the Warrants (e.g. cost of distribution, structuring and hedging as well as the profit margin of Commerzbank).

RESUME

Les résumés sont composés d'éléments d'information, appelés "Eléments". Ces éléments sont numérotés dans les Sections A à E (A.1 à E.7).

Le présent résumé contient tous les Eléments devant être inclus dans un résumé pour ce type de titres et d'Emetteur. Dans la mesure où certains Eléments ne doivent pas obligatoirement être traités, il peut y avoir des discontinuités dans la numérotation des Eléments.

Même lorsqu'un Elément doit être inséré dans le résumé du fait de la nature des titres et de l'Emetteur, il est possible qu'aucune information pertinente ne puisse être donnée sur cet Elément. Dans ce cas une brève description de l'Elément est incluse dans le résumé avec la mention " - sans objet - ". Certaines dispositions du présent résumé sont entre crochets. Ces informations seront complétées ou, lorsqu'elles ne sont pas pertinentes, supprimées, dans le cadre d'une émission particulière de titres, et le résumé complet relatif à cette émission de titres devra être annexé aux conditions définitives applicables.

Section A – Introduction et Avertissements

Elément	Description de l'Elément	Informations à inclure
A.1	Avertissements	<p>Le présent résumé doit être lu comme une introduction au prospectus de base (le "Prospectus de Base") et aux Conditions Définitives applicables. Les investisseurs doivent fonder toute décision d'investir dans les titres émis dans le cadre du Prospectus de Base (les "Bons d'Option") en considération du Prospectus de Base dans son intégralité et des Conditions Définitives applicables.</p> <p>Lorsqu'une action concernant l'information contenue dans le Prospectus de Base est intentée devant un tribunal d'un Etat membre de l'Espace Economique Européen, l'investisseur plaignant peut, selon la législation nationale de l'Etat membre concerné, avoir à supporter les frais de traduction du Prospectus de Base et des Conditions Définitives avant le début de la procédure judiciaire.</p> <p>Une responsabilité civile n'est attribuée qu'aux personnes qui ont présenté le résumé, y compris sa traduction, mais uniquement si le résumé est trompeur, inexact ou contradictoire par rapport aux autres parties du Prospectus de Base ou s'il ne fournit pas, lorsqu'il est lu en combinaison avec les autres parties du Prospectus de Base, toutes les informations clés essentielles.</p>
A.2	Consentement à l'utilisation du Prospectus	<p>L'Emetteur donne par les présentes son consentement à l'utilisation du Prospectus de Base et des Conditions Définitives pour la revente ultérieure ou le placement final des Bons d'Option par des intermédiaires financiers.</p> <p>La période d'offre durant laquelle la revente ultérieure ou le placement final des Bons d'Option par des intermédiaires financiers peut être effectué, est valable uniquement tant que le Prospectus de Base et les Conditions Définitives demeurent valables en application de l'Article 9 de la Directive Prospectus tel que transposé dans l'Etat Membre concerné.</p> <p>Le consentement à l'utilisation du Prospectus de Base et des Conditions Définitives est consenti uniquement dans le(s) Etat(s) Membre(s) suivant(s): République française.</p>

Le consentement à l'utilisation du Prospectus, y compris tous suppléments ainsi que toutes Conditions Définitives y afférentes est donné sous la condition que (i) le présent Prospectus de Base et les Conditions Définitives applicables soient remis aux investisseurs potentiels uniquement avec tous les suppléments publiés avant cette remise et (ii) en faisant usage du Prospectus de Base et des Conditions Définitives applicables, chaque intermédiaire financier s'assure qu'il respecte toutes les lois et réglementations applicables en vigueur dans les juridictions concernées.

Dans le cas d'une offre faite par un intermédiaire financier, cet intermédiaire financier devra fournir aux investisseurs des informations sur les modalités de l'offre au moment où cette offre est faite.

Section B – Issuer

Element	Description of Element	Disclosure requirement
B.1	Legal and Commercial Name of the Issuer	The legal name of the Bank is COMMERZBANK Aktiengesellschaft (the "Issuer", the "Bank" or "Commerzbank", together with its consolidated subsidiaries "Commerzbank Group" or the "Group") and the commercial name of the Bank is COMMERZBANK.
B.2	Domicile / Legal Form / Legislation / Country of Incorporation	The Bank's registered office is in Frankfurt am Main and its head office is at Kaiserstraße 16 (Kaiserplatz), 60311 Frankfurt am Main, Federal Republic of Germany. COMMERZBANK is a stock corporation established under German law in the Federal Republic of Germany.
B.4b	Known trends affecting the Issuer and the industries in which it operates	The global financial market crisis and sovereign debt crisis in the eurozone in particular have put a very significant strain on the net assets, financial position and results of operations of the Group in the past, and it can be assumed that further materially adverse effects for the Group can also result in the future, in particular in the event of a renewed escalation of the crisis.
B.5	Organisational Structure	COMMERZBANK is the parent company of the COMMERZBANK Group. The COMMERZBANK Group holds directly and indirectly equity participations in various companies.
B.9	Profit forecasts or estimates	- not applicable – The Issuer currently does not make profit forecasts or estimates.
B.10	Qualifications in the auditors' report on the historical financial information	- not applicable – Unqualified auditors' reports have been issued on the historical financial information contained in this Base Prospectus.
B.12	Selected key financial information	The following table shows in overview form the balance sheet and income statement of the COMMERZBANK Group which has been extracted from the respective audited consolidated financial statements prepared in accordance with IFRS as of 31 December 2011 and 2012 as well as from the consolidated interim financial statements as of 30 September 2013 (reviewed):

	<u>31 December</u> <u>2011</u>	<u>31 December</u> <u>2012¹</u>	<u>30 September</u> <u>2013</u>
Balance sheet			
Assets (€m)			
Cash reserve.....	6,075	15,755	11,122
Claims on banks	87,790	88,028	109,482
Claims on customers.....	296,586	278,546	250,530
Value adjustment portfolio fair value hedges	147	202	91
Positive fair value of derivative hedging instruments.....	5,132	6,057	4,053
Trading assets	155,700	144,144	119,472
Financial investments.....	94,523	89,142	84,487
Holdings in companies accounted for using the equity method	694	744	727
Intangible assets	3,038	3,051	3,122

Fixed assets.....	1,399	1,372	1,721
Investment properties.....	808	637	668
Non-current assets and disposal groups held for sale.....	1,759	757	249
Current tax assets.....	716	790	613
Deferred tax assets.....	4,154	3,216	3,153
Other assets	3,242	3,571	3,742
Total	<u>661,763</u>	<u>636,012</u>	<u>593,232</u>

Liabilities and equity (€ m)

Liabilities to banks.....	98,481	110,242	124,315
Liabilities to customers.....	255,344	265,842	256,244
Securitised liabilities.....	105,673	79,332	69,551
Value adjustment portfolio fair value hedges	938	1,467	784
Negative fair values of derivative hedging instruments.....	11,427	11,739	8,429
Trading liabilities	137,847	116,111	82,646
Provisions	3,761	4,099	3,965
Current tax liabilities.....	680	324	240
Deferred tax liabilities.....	189	91	96
Liabilities from disposal groups held for sale	592	2	-
Other liabilities	6,568	6,523	6,590
Subordinated capital	13,285	12,316	12,136
Hybrid capital	2,175	1,597	1,489
Equity.....	24,803	26,327	26,747
Total	<u>661,763</u>	<u>636,012</u>	<u>593,232</u>

^{*)} Prior-year figures restated due to the first-time application of the amended IAS 19 and other disclosure changes.

	1 January – 31 December		1 January – 30 September	
	2011	2012	2012¹⁾	2013
<u>Income Statement</u>				
<u>(€ m)</u>				
Net interest income	6,724	5,539	4,759	4,468
Loan loss provisions	(1,390)	(1,660)	(1,046)	(1,296)
Net interest income after loan loss provisions	5,334	3,879	3,713	3,172
Net commission income.....	3,495	3,191	2,485	2,440
Net trading income and net income from hedge accounting.....	1,986	1,121	472	234
Net investment income.....	(3,611)	81	(169)	10
Current net income from companies accounted for using the equity method	42	46	34	50
Other net income.....	1,253	(77)	(55)	(147)
Operating expenses	7,992	7,025	5,254	5,109
Restructuring expenses	---	43	43	493
Net gain or loss from sale of disposal of groups.....	---	(268)	(83)	---
Pre-tax profit or loss ..	507	905	1,100	157
Taxes on income	(240)	796	329	60
Consolidated profit or loss.....	747	109	771	97

¹⁾ Prior-year figures restated due to the first-time application of the amended IAS 19 and other disclosure changes.

There has been no material adverse change in the prospects of the COMMERZBANK Group since 31 December 2012.

No significant changes in the financial position of the COMMERZBANK Group have occurred since 30 September 2013.

- | | | |
|-------------|---|---|
| B.13 | Recent events which are to a material extent relevant to the Issuer's solvency | - not applicable -

There are no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency. |
| B.14 | Dependence of the Issuer upon other entities within the group | - not applicable –

As stated under element B.5, COMMERZBANK is the parent company of the COMMERZBANK Group. |
| B.15 | Issuer's principal activities, principal markets | <p>The focus of the activities of the COMMERZBANK Group is on the provision of a wide range of financial services to private, small and medium-sized corporate and institutional customers in Germany, including account administration, payment transactions, lending, savings and investment products, securities services, and capital market and investment banking products and services. As part of its comprehensive financial services strategy, the Group also offers other financial services in association with cooperation partners, particularly building savings loans, asset management and insurance. The Group is continuing to expand its position as one of the most important German export financiers. Alongside its business in Germany, the Group is also active through its subsidiaries, branches and investments, particularly in Europe.</p> <p>The COMMERZBANK Group is divided into five operating segments – Private Customers, Mittelstandsbank, Central & Eastern Europe, Corporates & Markets and Non Core Assets (NCA) as well as Others and Consolidation. The Private Customers, Mittelstandsbank, Central & Eastern Europe and Corporates & Markets segments form the COMMERZBANK Group's core bank together with Others and Consolidation.</p> |
| B.16 | Controlling parties | - not applicable -

COMMERZBANK has not submitted its management to any other company or person, for example on the basis of a domination agreement, nor is it controlled by any other company or any other person within the meaning of the German Securities Acquisition and Takeover Act. |

Section C – Titres

Elément	Description de l'Elément	Informations à inclure
C.1	Nature et catégorie des titres / numéro d'identification des Titres	<p><u>Type / forme des Titres</u></p> <p>Bons d'Option Illimités CALL liés à actions de SEB S.A. (ISIN FR0000121709) (les "Bons d'Option")</p> <p>Les Bons d'Option sont émis sous forme dématérialisée.</p> <p><u>Numéro(s) d'identification des Titres</u></p> <p>ISIN DE000CK9S0M5</p> <p>Local Code 2D75Z</p>
C.2	Devise des Titres	Les Bons d'Option sont émis en EUR.
C.5	Restrictions à la libre négociabilité des titres	<p>- sans objet –</p> <p>Les Bons d'Option sont librement négociables.</p>
C.8	Droits attachés aux titres (y compris le rang des Titres et restrictions à ces droits)	<p><u>Droit applicable aux Titres</u></p> <p>Les Bons d'Option sont régis par, et interprétés conformément au, droit allemand. La formation des Bons d'Option pourra être soumise au droit de la juridiction du Système de Compensation tel que mentionné dans les Conditions Définitives applicables.</p> <p><u>Droits attachés aux Titres</u></p> <p><i>Remboursement</i></p> <p>Les Bons d'Option donneront à l'investisseur le droit de recevoir le paiement d'un Montant de Règlement en Espèces. Le Montant de Règlement en Espèces sera égal (i) à la différence (si elle est positive) entre le Prix de Référence du Sous-Jacent à la Date d'Evaluation et le Prix d'Exercice multipliée par (ii) le Ratio.</p> <p>Pendant la durée des Bons d'Option l'investisseur ne recevra aucun dividende de la société qui émet les Actions sous-jacentes des Bons d'Option.</p> <p><i>Ajustements et Résiliation</i></p> <p>Sous réserve de certaines circonstances particulières, l'Emetteur peut être en droit de procéder à certains ajustements. En outre l'Emetteur peut être en droit de mettre fin de manière anticipée aux Bons d'Option si un événement particulier survient.</p> <p><u>Rang des Titres</u></p> <p>Les obligations au titre des Bons d'Option constituent des obligations directes et inconditionnelles de l'Emetteur, qui ne bénéficient d'aucune sûreté (<i>nicht dinglich besichert</i>) et, sauf disposition contraire de la loi applicable, viennent au moins au</p>

même rang que toutes les autres obligations non subordonnées de l'Emetteur qui ne bénéficient d'aucune sûreté (*nicht dinglich besichert*).

C.11 Admission à la cotation et à la négociation sur un marché réglementé ou un marché équivalent L'Emetteur a l'intention de demander l'admission à la cotation et à la négociation des Bons d'Option sur le(s) marché(s) réglementé(s) de Euronext Paris S.A. avec effet au 12 février 2014.

C.15 Influence du Sous-Jacent sur la valeur des titres: Le paiement d'un Montant de Règlement en Espèces dépendra dans une large mesure de la performance du Sous-Jacent pendant la durée des Bons d'Option.

En détail:

Si, à tout moment compter de la Date de Lancement, le prix du Sous-Jacent **n'a jamais été égal ou inférieur** à EUR 50,00 (la "**Barrière de Désactivation**"), l'investisseur recevra le Montant de Règlement en Espèces (le "**MRE**") calculé selon la formule suivante:

$$\text{MRE} = (\text{Sous-Jacent}_{\text{final}} - \text{Prix d'Exercice}) \times \text{Ratio}$$

où

$\text{Sous-Jacent}_{\text{final}}$ = le Prix de Référence du Sous-Jacent à la Date d'Evaluation

Prix d'Exercice = le Prix d'Exercice applicable à la Date d'Evaluation

Le Prix d'Exercice évoluera à chaque jour calendaire entre la Date de Lancement et la Date d'Evaluation concernée. Le Prix d'Exercice un jour calendaire ("**T**") correspondra au Prix d'Exercice du jour calendaire précédant ("**T-1**"), plus le Montant d'Ajustement applicable en T-1.

Le Prix d'Exercice à la Date de Lancement sera EUR 47,10

Ratio = 0,10

Si, à tout moment à compter de la Date de Lancement, le prix du Sous-Jacent **a été au moins une fois égal ou inférieur** à la Barrière de Désactivation (le "**Cas de Désactivation**"), le Montant de Règlement en Espèces déterminé à la discrétion raisonnable de l'Emetteur (*billiges Ermessen*, § 315 du Code Civil Allemand (*BGB*)) pourra être de zéro.

La "**Barrière de Désactivation**" pour la première Période d'Ajustement correspondra à EUR 50,00. Pour chaque Période d'Ajustement supplémentaire, la Barrière de Désactivation devra être à nouveau déterminée. L'Emetteur la déterminera à sa discrétion raisonnable (*billiges Ermessen*, § 315 du Code Civil Allemand (*BGB*)) en tenant compte des conditions de marché applicables qui prévalent (en particulier, la volatilité).

C.16	Date d'Evaluation	Date d'Exercice
	Date d'Exercice	Tout dernier Jour Ouvré de Paiement au mois de Décembre de chaque année à partir du mois de décembre 2013
C.17	Description de la procédure de règlement des titres	Les Bons d'Option vendus seront livrés à la Date de Paiement conformément aux pratiques de marché locales via le Système de Compensation.
C.18	Procédure de livraison (compensation à la Date d'Exercice)	<p>Tous les montants dus devront être payés aux Porteurs de Bons d'Option au plus tard à la Date de Règlement suivant la date mentionnée dans les Modalités. Ce paiement devra être fait à l'Agent Payeur pour un transfert au Système de Compensation ou conformément aux instructions du Système de Compensation au crédit des teneurs de compte concernés. Le paiement au Système de Compensation ou conformément aux instructions du Système de Compensation libérera l'Emetteur de ses obligations de paiement au titre des Bons d'Option à hauteur du montant du paiement.</p> <p>"Date de Règlement" désigne le cinquième Jour Ouvrable de Paiement suivant une date concernée.</p> <p>"Jour Ouvrable de Paiement" désigne un jour où le système <i>Trans-European Automated Real-Time Gross Settlement Express Transfer System (TARGET)</i> et le Système de Compensation assurent les paiements dans la Devise d'Emission.</p>
C.19	Prix de Référence final du Sous-Jacent	Le prix du Sous-Jacent tel que déterminé et publié pour la dernière fois par la Bourse à la Date d'Evaluation (prix de clôture officiel).
C.20	Type de Sous-Jacent et détails, où l'information sur le sous-jacent peut être trouvée	<p>L'actif sous-jacent des Bons d'Option sont actions de SEB S.A. (ISIN FR0000121709) (le "Sous-Jacent").</p> <p>Les informations sur le Sous-Jacent sont disponibles sur le site internet www.euronext.com.</p>

Section D – Risques

L'achat des Bons d'Option comporte certains risques. **L'Emetteur indique expressément que la description des risques liés à un investissement dans les Bons d'Option présente seulement les risques principaux qui étaient connus de l'Emetteur à la date du Prospectus de Base.**

Elément	Description de l'élément	Informations à inclure
D.2	Principaux risques propres à l'Emetteur	Les Bons d'Option comportent un risque émetteur, également appelé risque débiteur ou risque de crédit pour les investisseurs potentiels. Un risque émetteur est le risque que Commerzbank devienne temporairement ou définitivement incapable de respecter ses obligations de payer les intérêts et/ou le montant de remboursement.

En outre, Commerzbank est soumise à divers risques au sein de ses activités commerciales. De tels risques comprennent en particulier les types de risques suivants:

Crise financière mondiale et crise de la dette souveraine

La crise financière mondiale et la crise de la dette souveraine au sein de la zone euro en particulier ont très fortement pesé sur l'actif, sur la situation financière et sur les résultats d'exploitation du Groupe par le passé et on peut s'attendre à ce que des effets défavorables significatifs supplémentaires puissent se produire à l'avenir, notamment dans l'hypothèse d'une nouvelle aggravation de la crise. Une aggravation supplémentaire de la crise au sein de l'Union Monétaire Européenne peut avoir des effets défavorables significatifs dont les conséquences constitueraient une menace pour l'existence même du Groupe. Le Groupe détient un montant important de dette souveraine. Les dépréciations et les évaluations de cette dette souveraine à une juste valeur plus faible ont des effets défavorables significatifs sur le Groupe.

Environnement macroéconomique

L'environnement macroéconomique qui prévaut depuis un certain temps affecte défavorablement les résultats des opérations du Groupe et la forte dépendance du Groupe à l'environnement économique, notamment en Allemagne, peut conduire à des charges encore plus importantes dans le cas d'un nouveau ralentissement économique.

Risques de contrepartie

Le Groupe est soumis à des risques de contrepartie (risques de crédit) également en ce qui concerne des engagements individuels importants, prêts et avances importants, et des engagements qui sont concentrés sur des secteurs particuliers, appelés risques de concentration, ainsi qu'en ce qui concerne des prêts consentis à des débiteurs pouvant être particulièrement affectés par la crise de la dette souveraine. Le financement immobilier et le financement maritime sont exposés aux risques associés notamment à la volatilité des prix de l'immobilier et des prix des navires, y compris le risque de contrepartie (risque de crédit) et le risque de modifications importantes de la valeur des actifs immobiliers et maritimes donnés à titre de sûreté. Le Groupe a un nombre important de prêts non-productifs dans son portefeuille, et il est possible que ces défauts ne

soient pas suffisamment couverts par des sûretés en sus des dépréciations et dotations aux provisions précédemment effectuées.

Risques de marché

Le Groupe est exposé à un risque de prix de marché lié à la valorisation des titres de capital et des parts de fonds d'investissement ainsi que sous la forme de risques de taux d'intérêt, de risques de différentiel de taux, de risques de change, de risques de volatilité et de corrélation, de risques liés au prix des matières premières.

Risques stratégiques

Il existe un risque que le Groupe ne puisse pas mettre en œuvre ses plans stratégiques ou qu'il ne puisse les mettre en œuvre que partiellement ou à des coûts supérieurs à ceux envisagés. Les effets de synergie attendus de l'intégration de Dresdner Bank dans le Groupe pourraient être moins importants que prévus ou se produire plus tard que prévu. De plus, l'intégration en cours entraîne des coûts et des investissements considérables qui pourraient être supérieurs aux limites prévues. Il est possible que des clients ne soient pas conservés sur le long terme du fait de l'acquisition de Dresdner Bank.

Risques liés à l'environnement concurrentiel

Les marchés dans lesquels le Groupe est actif, en particulier le marché allemand et, tout particulièrement au sein de ce dernier, les activités avec la clientèle de particuliers et d'entreprises ainsi que les activités de banque d'investissement, sont caractérisés par une forte concurrence en termes de prix et de conditions, ce qui entraîne une pression considérable sur les marges. Les mesures prises par les gouvernements et les banques centrales destinées à juguler la crise financière et la crise de la dette souveraine ont un impact significatif sur l'environnement compétitif.

Risques de liquidité

Le Groupe est dépendant d'un approvisionnement régulier de liquidités et une pénurie de liquidités sur le marché ou relative à une entreprise en particulier peut avoir un effet défavorable significatif sur l'actif du Groupe, sa situation financière et ses résultats d'exploitation. Actuellement, l'approvisionnement en liquidités des banques et autres acteurs des marchés financiers est fortement dépendante de mesures expansives des banques centrales.

Risques opérationnels

Le Groupe est exposé à un grand nombre de risques opérationnels dont notamment le risque que des salariés fassent souscrire des risques importants au Groupe ou violent les règles de conformité dans le cadre de la conduite des activités et puissent ainsi provoquer des dommages importants apparaissant brusquement.

Risques liés aux participations

S'agissant de participations dans des sociétés cotées et non cotées, Commerzbank est exposée à des risques particuliers liés à la solidité et au caractère gérable de ces participations. Il est possible

que les écarts d'acquisition reportés au bilan consolidé doivent faire l'objet d'une dépréciation totale ou partielle.

Risques liés à la réglementation bancaire

Le renforcement des exigences réglementaires relatives aux fonds propres et à la liquidité sont susceptibles de remettre en cause le modèle économique d'un certain nombre d'opérations du Groupe et d'affecter défavorablement la position concurrentielle du Groupe. D'autres réformes réglementaires proposées à la suite de la crise financière, telles que, par exemple, les charges obligatoires comme la taxe bancaire, une éventuelle taxe sur les transactions financières ou des obligations d'information et d'organisation plus strictes, peuvent influencer de façon importante le modèle d'entreprise du Groupe et son environnement concurrentiel.

Risques juridiques

Des demandes de dommages-intérêts fondées sur des conseils en investissement erronés ou pour défaut de transparence concernant les commissions internes ont entraîné des charges substantielles et peuvent à l'avenir entraîner de nouvelles charges substantielles pour le Groupe. Commerzbank et ses filiales font l'objet de réclamations, y compris aux termes de procédures judiciaires, aux fins d'obtenir le paiement et la restitution de valeur de titres participatifs et de "trust-preferred securities" émis par Commerzbank. L'issue de ces procédures pourrait avoir un effet négatif significatif sur le Groupe, au-delà des prétentions formulées au titre de chaque réclamation. Les procédures introduites par les régulateurs, les autorités de tutelle et les ministères publics peuvent avoir des effets défavorables significatifs sur le Groupe.

D.6 Informations clés concernant les principaux risques propres aux titres

Absence de marché secondaire immédiatement avant la date d'exercice finale

Le teneur de marché et/ou la bourse mettront fin à la négociation des Bons d'Option au plus tard peu de temps avant leur exercice prévue. Cependant, entre le dernier jour de négociation et l'exercice prévue, le prix du Sous-Jacent, qui est pertinent aux Bons d'Option, pourront encore évoluer et la Barrière de Désactivation pourrait être atteinte, dépassée ou franchie d'une autre manière pour la première fois. Ceci peut désavantager l'investisseur.

Absence de sûreté

Les Bons d'Option constituent des obligations inconditionnelles de l'Emetteur. Elles ne sont si assurées par le Fonds de Protection des Dépôts de l'Association des Banques Allemandes (*Einlagensicherungsfonds des Bundesverbandes deutscher Banken e.V.*) ni par la loi allemande sur les dépôts et l'indemnisation des investisseurs (*Einlagensicherungs- und Anlegerentschädigungsgesetz*). Cela signifie que l'investisseur supporte le risque que l'Emetteur ne puisse honorer ses engagements au titre des Bons d'Option ou uniquement en partie. Dans ces circonstances, l'investisseur pourrait supporter une perte totale du capital investi.

Cela signifie que l'investisseur supporte le risque de la dégradation de la situation financière de l'Emetteur – et que l'Emetteur puisse faire l'objet d'une procédure de restructuration

(*Reorganisationsverfahren*) ou d'ordre de transfert (*Übertragungsanordnung*) en vertu de la loi allemande sur la restructuration bancaire ou qu'une procédure d'insolvabilité soit engagée au titre de ses actifs – et, par voie de conséquence, que les paiements dus au titre des Bons d'Option ne puissent être honorés ou ne le soient qu'en partie. Dans ces circonstances, l'investisseur pourrait supporter une perte totale du capital investi.

Les retenues liées au "Foreign Account Tax Compliance" pourraient affecter les paiements au titre des Bons d'Option

L'Emetteur et les autres institutions financières par l'intermédiaire desquelles des paiements sont réalisés sur les Bons d'Option pourraient devoir procéder à des retenues à la source au taux de 30 % sur les paiements réalisés après le 31 décembre 2016 au titre de tous Bons d'Option qui sont émis ou significativement modifiés après le 31 décembre 2013, conformément aux Articles 1471 à 1474 du Code des Impôts américain, communément appelé "**FATCA**" (*Foreign Account Tax Compliance Act*). Une obligation de retenue à la source pourrait également exister – peu importe la date d'émission – si les Bons d'Option doivent être traités comme des instruments de capital en application de la loi fiscale américaine. La réglementation de la FATCA mentionnées ci-dessus n'est pas définitive. **Les Investisseurs dans les Bons d'Option doivent en conséquence être conscients du fait que des paiements au titre des Bons d'Option peuvent, dans certaines circonstances, être soumis à des retenues à la source américaines, qui peuvent diminuer le résultat économique du Bon d'Option.**

Effet d'une baisse de notation

La valeur des Bons d'Option pourrait être affectée par les notes données à l'Emetteur par les agences de notation. Toute baisse de la notation de l'Emetteur ne serait-ce que par l'une de ces agences de notation pourrait entraîner une réduction de la valeur des Bons d'Option.

Ajustement exceptionnel et droits de résiliation

L'Emetteur pourrait être en droit de réaliser des ajustements exceptionnels conformément aux Modalités ou de résilier et rembourser les Bons d'option de manière anticipée si certaines conditions sont remplies. Ceci peut avoir un effet négatif sur la valeur des Bons d'Option ainsi que sur le Montant de Remboursement Exceptionnel. Si les Bons d'Option sont résiliés, le montant dû aux porteurs de Bons d'Option en cas de résiliation exceptionnelle des Bons d'Option peut être inférieur au montant que les porteurs de Bons d'Option auraient reçu en l'absence de cette résiliation exceptionnelle.

Perturbation de marché

L'Emetteur peut déterminer des cas de perturbation de marché qui pourraient retarder un calcul et/ou tout paiement au titre des Bons d'Option et qui pourraient affecter la valeur des Bons d'Option. En outre, dans certains cas mentionnés, l'Emetteur peut estimer certains prix qui sont pertinents au regard des paiements devant être réalisés ou de barrières devant être atteintes. Ces estimations peuvent s'écarter de leur valeur réelle.

Substitution de l'Emetteur

Si les conditions prévues par les Modalités sont remplies, l'Emetteur pourra à tout moment, sans devoir obtenir l'accord des porteurs de Bons d'Option, désigner une autre société en qualité de nouvel Emetteur aux fins d'exécuter à sa place toutes les obligations découlant des Bons d'Option ou s'y rapportant. Dans ce cas, le porteur des Notes assumera généralement également le risque d'insolvabilité du nouvel Emetteur.

Facteurs de risques liés au Sous-Jacent

Les Bons d'Option dépendent de la valeur du Sous-Jacent et des risques liés à ce Sous-Jacent. La valeur du Sous-Jacent est fonction d'un certain nombre de facteurs qui peuvent être liés entre eux. Ces facteurs peuvent inclure des événements de nature économique, financière et politique échappant au contrôle de l'Emetteur. Les performances antérieures d'un Sous-Jacent ne doivent pas être considérées comme un indicateur de ses performances futures pendant la durée des Bons d'Option.

Risque à l'échéance:

L'investisseur supporte le risque que le Montant de Règlement en Espèces dû à la Date de Règlement soit inférieur au prix d'achat du Bon d'Option. Plus le Prix de Référence du Sous-Jacent à la date d'Evaluation est faible plus la perte sera importante.

Si à tout moment à compter de la Date de Lancement le prix du Sous-Jacent est au moins une fois égal ou inférieur à la Barrière de Désactivation (le "**Cas de Désactivation**"), les Bons d'Option expireront sans qu'aucune action supplémentaire de la part du Porteur de Bon d'Option ne soit nécessaire. Dans un tel cas le Montant de Règlement en Espèces déterminé à la discrétion raisonnable de l'Emetteur (*billiges Ermessens*, § 315 du Code civil allemand (*BGB*)) pourra être de zéro. **Le Porteur de Bon d'Option subira une perte qui correspondra presque à la totalité du prix d'achat payé pour le Bon d'Option (perte totale).**

Risques si l'investisseur à l'intention de vendre ou doit vendre les Bons d'Option pendant leur durée:

Risque de valeur de marché:

Le prix de vente réalisable avant l'exercice final pourrait être significativement inférieur au prix d'acquisition payé par l'investisseur.

La valeur de marché des Bons d'Option dépend principalement de la performance du Sous-Jacent des Bons d'Option, sans la reproduire exactement. En particulier, les facteurs suivants peuvent avoir un effet défavorable sur le prix de marché des Bons d'Option:

- Changements dans l'intensité attendue de la variation du Sous-Jacent (volatilité)
- Evolution du taux d'intérêt
- Evolutions des dividendes de l'Action

Chacun de ces facteurs pourrait produire en lui-même un effet ou renforcer ou annuler les autres.

Risques de négociation:

L'Emetteur n'est ni tenu de fournir des prix d'achat et de vente des Bons d'Option sur une base continue (i) sur les bourses sur lesquelles les Bons d'Option sont admis à la négociation ou (ii) sur une base hors bourse (OTC) ni de racheter des Bons d'Option. Même si l'Emetteur fournit généralement des prix d'achat et de vente, dans le cas de conditions de marché exceptionnelles ou de problèmes techniques, la vente et l'achat des Bons d'Option pourrait être temporairement limitée ou impossible.

Section E – Offre

Elément	Description de l'Elément	Informations à inclure
E.2b	Raisons de l'offre et l'utilisation du produit de celle-ci lorsqu'il s'agit de raison autres que la réalisation d'un bénéfice et/ou la couverture de certains risques	- sans objet – Réalisation d'un bénéfice
E.3	Description des modalités et des conditions de l'offre	Commerzbank offre à compter du 12 février 2014 50.000 Bons d'Option à un prix d'émission initial de EUR 1,11 par Bon d'Option.
E.4	Tout intérêt, y compris les intérêts conflictuels, pouvant influencer sensiblement sur l'émission/l'offre	Les conflits d'intérêts suivants peuvent survenir dans le cadre de l'exercice des droits et/ou obligations de l'Emetteur conformément aux Modalités des Bons d'Option (par exemple dans le cadre de la détermination ou de l'adaptation des paramètres des modalités), qui affectent les montants dus: <ul style="list-style-type: none">- réalisation d'opérations sur le Sous-Jacent- émission de produits dérivés supplémentaires relatifs au Sous-Jacent- relations d'affaires avec l'Emetteur du Sous-Jacent- détention d'informations importantes (y compris non-publiques) sur le Sous-Jacent- le fait d'agir en tant que Teneur de Marché
E.7	Estimation des dépenses facturées à l'investisseur par l'émetteur ou l'offreur	L'investisseur peut habituellement acheter les Bons d'Option à un prix d'émission fixe. Ce prix d'émission fixe contient tous les coûts supportés par l'Emetteur liés à l'émission et à la vente des Bons d'Option (par exemple coûts de distribution, coûts de structuration et de couverture ainsi que la marge bénéficiaire de Commerzbank)