COMMERZBANK AKTIENGESELLSCHAFT

Frankfurt am Main

Final Terms

dated December 29, 2008

with respect to the

Base Prospectus

dated October 2, 2008

relating to

Unlimited Turbo Warrants
on the
Brent Crude Oil Futures Contract
in USD

to be publicly offered in the Republic of France

COMMERZBANK

RISK FACTORS

Prospective purchasers of the TURBO Warrants are advised to read the complete Base Prospectus including the chapter on "Risk Factors" and to seek their own advice (including tax consultants and accountholding bank) before reaching an investment decision.

Potential investors intending to purchase the TURBO Warrants should only purchase the TURBO Warrants if they are able to evaluate the merits and risks of such a purchase and if they are able to sustain the loss of the purchase price and of the transaction costs in connection with the purchase of the TURBO Warrants.

<u>RISKS ASSOCIATED WITH THE UNLIMITED TURBO WARRANTS</u>

- **General**

Unlimited TURBO Warrants on futures contracts (the **"TURBO Warrants"**) grant to the holder (the "**Warrantholder**") the right (the "**Option Right**") to receive an amount in cash expressed in or converted into Euro, as the case may be, and multiplied with the Ratio by which the reference price of the underlying asset (the futures contract) **(**the "**Underlying Asset**"**)** exceeds the Strike Price as determined in the Terms and Conditions of the TURBO Warrants on the Valuation Date (in the case of TURBO BULL Warrants) or is exceeded by the Strike Price (in the case of TURBO BEAR Warrants) (the "**Cash Settlement Amount**"). The Underlying Assets will not be delivered.

The Option Right will expire upon the occurrence of a Knock-out Event (see below "Knock-out Event").

The TURBO Warrants do not entitle the Warrantholders to receive a coupon payment or dividend yield and therefore do not constitute a regular source of income. Possible losses in connection with an investment in the TURBO Warrants can therefore not be compensated by other income from the TURBO Warrants.

- **Knock-out Event**

TURBO Warrants may be early terminated or may expire worthless at any point in time if the price of the respective asset underlying the TURBO Warrants during the period from the Issue date until the Exersice Date is once equal to or below (in the case of TURBO BULL Warrants) or equal to or above (in the case of TURBO BEAR Warrants) the Knock-out Level applicable for that relevant TURBO Warrant determined in the Terms and Conditions (the "**Knock-out Event**").

(a) The TURBO Warrants will **expire worthless** in case of the occurrence of the Knock-out Event if the Knock-out Level is **equal** to the Strike Price.

    In this case the Knock-out Level is at each time equal to the Strike Price and will be adjusted in the same manner as the Strike Price on each calendar day by the Adjustment Amount.

(b) If the Knock-out Level is **above** (in the case of TURBO BULL Warrants) or **below** (in the case of TURBO BEAR Warrants) the Strike Price of the relevant TURBO Warrant the Warrantholder will receive a Knock-out Amount equal to the fair market value of the TURBO Warrants as determined by the Issuer on the day on which the Knock-out Event occurs. Such Knock-out Amount will in no circumstances exceed the amount expressed in or converted into Euro, as the case may be, and multiplied with the Ratio, if applicable, by which the reference price of the Underlying Asset exceeds the Strike Price on the date of the occurrence of the Knock out Event (in the case of TURBO BULL Warrants) or is exceeded by the Strike Price (in the case of TURBO BEAR Warrants**). The fair market value of the TURBO Warrants and consequently the Knock-out Amount might be zero.**

In this case the Knock-out Level, which is above (in the case of TURBO BULL Warrants) or below (in the case of TURBO BEAR Warrants) the Strike Price will be applicable for one Adjustment Period and will be adjusted on the Adjustment Date falling into the respective Adjustment Period in consideration of the prevailing market conditions (specifically in consideration of the volatility of the relevant Underlying Asset). Investors should be aware that the adjustment of the Knock-out Level will be made in the reasonable discretion of the Issuer.

(c) As opposed to standard warrants where a standard warrant which has lost in value may recover during its lifetime until the Expiration Date, investors in TURBO Warrants with a knock-out feature should be aware that such TURBO Warrants are early terminated or expire worthless, as the case may be, immediately once a Knock-out Event occurs. Consequently, purchasers of TURBO Warrants should be prepared to sustain a substantial or a definitive and total loss with respect to the purchase price already before the Expiration Date of that relevant TURBO Warrant.

Other than in the case of standard warrants this risk reflects the nature of a TURBO Warrant as an instrument which might become almost or totally worthless during the period from the first trading date until the Expiration Date without the possibility to recover in value.

- **Continuous Increase of the Strike Price (in the case of TURBO BULL Warrants) or Continuous Decrease of the Strike Price (in the case of TURBO BEAR Warrants)**

The Cash Settlement Amount to which the Warrantholder is entitled depends solely on the difference between the reference price of the Underlying Asset and the Strike Price applicable on the Valuation Date. In this connection it has to be considered that the Strike Price of the TURBO Warrants is adjusted on a daily basis which means that the Strike Price is generally increased in the case of TURBO BULL Warrants and generally decreased in the case of TURBO BEAR Warrants. If the price of the Underlying Asset does not also increase or decrease in at least the same degree, the value of the TURBO Warrants will decrease with each day.

The Strike Price is adjusted on each calendar day by the Adjustment Amount which is determined by the Issuer on the basis of (i) the Reference Rate applicable in the respective Adjustment Period and (ii) the Interest Rate Adjustment Factor (for definitions of the terms "Adjustment Amount", "Adjustment Period", "Interest Rate Adjustment Factor" and "Reference Rate" see § 2 paragraph (2) of the Terms and Conditions of the TURBO Warrants). Investors should be aware that the determination of the Interest Rate Adjustment Factor is in the reasonalbe discretion of the Issuer

- **Continuous Adjustment of the Strike Price and the Knock-out Level upon the occurrence of a Futures Roll-over Event**

Upon the occurence of a Futures Roll-over Event the Strike Price and the Knock-out Level are adjusted in consideration of the costs in connection with the replacement of the expiring Futures Contract.

In detail, this adjustment is made by adapting the Strike Price and the Knock-out Level applicable until the time of adjustment by an amount equal to the difference between the Futures Roll-over Reference Rate of the expiring and the new Futures Contract underlying the TURBO Warrants plus the costs incurred in connection with the replacement of the expiring Futures Contract (the "**Futures Roll-over Costs**"). The Futures Roll-over Costs are due mostly to the fact that the bid price of the expiring Futures Contract and the ask price of the new Futures Contract have to be taken into consideration.

In this connection Warrantholders should be aware that due to a Futures Roll-over Event a Knock-out Event (see above) might be triggered.

- **Extraordinary early termination and adjustment rights**

According to the terms and conditions of the TURBO Warrants the Issuer may be entitled to make adjustments to the terms and conditions of the TURBO Warrants or to early terminate the TURBO Warrants if certain circumstances occur. Such circumstances are described in the terms and conditions and may include, without limitation, the cancellation of or changes made to an index in the case of index-linked TURBO Warrants or events that have a significant impact on the underlying shares in the case of equity-linked TURBO Warrants. Any adjustment of the terms and conditions may have a negative effect on the value of the TURBO Warrants and the redemption amount. Also, the amount at which the TURBO Warrants are redeemed in the event of an early termination may be lower than the amount the holders of the TURBO Warrants would have received without such early termination.

- **"Unlimited" TURBO Warrants; Necessity of Exercise; Sale of the TURBO Warrants**

The essential characteristic of the TURBO Warrants is that the TURBO Warrants are not automatically exercised during their life. It is a prerequisite for the payment of the Cash Settlement Amount that the Warrantholder has exercised its TURBO Warrants or that the Issuer has terminated the TURBO Warrants. Without such exercise or termination of the TURBO Warrants there is no guarantee that the Warrantholder will receive the Cash Settlement Amount. As it cannot be expected that the Issuer will terminate the TURBO Warrants the Warrantholder is compelled to exercise its TURBO Warrants in accordance with the Terms and Conditions of the TURBO Warrants in order to receive the Cash Settlement Amount.

Warrantholders should be aware that an exercise of the TURBO Warrants is only possible with respect to the Exercise Dates detailed in the Terms and Conditions. During the period between two Exercise Dates a realisation of the economic value of the TURBO Warrants (or part of it) is only possible by selling the Warrants.

A sale of the TURBO Warrants, however, requires that there are market participants willing to purchase the TURBO Warrants at the respective price. If there are no market participants willing to do so the value of the Warrants may possibly not be realised. The Issuer has no obligation to provide for a trading in the TURBO Warrants or to repurchase the TURBO Warrants itself.

- **Other Risks associated with the Purchase of TURBO Warrants**

TURBO Warrants involve a high degree of risk and investors must be prepared to sustain a total loss of the purchase price of their TURBO Warrants. This is particularly the case if the price of the Underlying Asset is below the Strike Price (in the case of TURBO BULL Warrants) or is above the Strike Price (in the case of TURBO BEAR Warrants) it cannot be expected that the price of the Underlying Asset will move into the preferred direction. The occurrence of fluctuations or the non-occurrence of anticipated fluctuations in the price of the Underlying Asset may disproportionately affect the value of the TURBO Warrants and may lead to the TURBO Warrants expiring worthless.

Important factors in determining the price of TURBO Warrants are in particular:

- the actual price of the relevant Underlying Asset and the expectations of market participants regarding its price, and
- the anticipated frequency and intensity of fluctuations in the price of the relevant Underlying Asset (volatility).

- **Risk of Loss due to Changes in the Volatility of the Underlying Asset**

Changes in the frequency and intensity of fluctuations in the price of the Underlying Asset anticipated by the market participants (implied volatility) may reduce the value of the TURBO Warrants even if the price of the Underlying Asset does not change. A generally positive development in the price of the Underlying Asset does not necessarily result in an increase in the price of the TURBO Warrants. The price of the TURBO Warrants may even fall if the performance of the Underlying Asset is overcompensated by a decreasing volatility with a negative effect on the value of the TURBO Warrants.

- **Risk of Loss due to a Decrease in the Time Value**

Depending on the expectations of the market participants with respect to the future performance of the Underlying Asset, they are prepared to pay a price for a TURBO Warrant which differs to a greater or lesser extent from the intrinsic value of the TURBO Warrant (the intrinsic value means the amount by which the market price of the Underlying Asset exceeds the Strike Price (in the case of a TURBO BULL Warrant) or is exceeded by the Strike Price (in the case of a TURBO BEAR Warrant).

- **Risk associated with Leverage**

A typical feature of TURBO Warrants is their leverage effect on the earnings prospects of the invested capital: The price of TURBO Warrants always reacts over proportionately to changes in the price of the Underlying Asset and, thus, offer chances of higher profit during their lifetime - but bear at the same time high risks of incurring a loss. This is because the leverage has an effect in both directions - i.e. not only upwards in favourable periods, but also downwards in unfavourable periods. The greater the leverage, the riskier the purchase of TURBO Warrants.

- **Time Lag after Exercise – Market Disruption Event**

In the case of any exercise of the TURBO Warrants, there will be a time lag between the time a Warrantholder gives instructions to exercise and the time the applicable Cash Settlement Amount relating to such exercise is determined. Any such delay between the time of exercise and the determination of the Cash Settlement Amount will be specified in the Terms and Conditions. However, such delay could be significantly longer, particularly in the case of the occurrence of a market disruption event (if applicable) or following the imposition of any exchange controls. The applicable price of the Underlying Asset may change significantly during any such period, and such movement or movements could decrease the Cash Settlement Amount of the TURBO Warrants being exercised and may result in such Cash Settlement Amount being zero.

- **TURBO Warrants are Unsecured Obligations**

The TURBO Warrants are unsecured and unsubordinated obligations of the Issuer and will rank pari passu with all present and future unsecured and unsubordinated obligations of the Issuer, without any preference among themselves and without any preference one above the other by reason of priority of date of issue, currency or any payment or otherwise, except for obligations given priority by law. Any person who purchases any of the TURBO Warrants is relying upon the creditworthiness of the Issuer and has no rights under the TURBO Warrants against any other person. Together with the general investment risk an investment in the TURBO Warrants is also concerned with possible default risk of the Issuer. The Issuer may issue several issues of warrants relating to various reference underlying assets which may be specified in the applicable Final Terms. However, no assurance can be given that the Issuer will issue any warrants other than the warrants to which a particular set of Final Terms relates. At any given time, the number of warrants outstanding may be substantial. TURBO Warrants provide opportunities for investment and pose risks to investors as a result of fluctuations in the value of the underlying asset. In general, certain risks associated with the TURBO Warrants are similar to those generally applicable to other options or warrants of private corporate issuers.

- **Issuer Risk**

In addition to the risk connected with the investment in the Underlying Asset of a TURBO Warrant, the investor bears the risk that the financial situation of the Issuer of the TURBO Warrant declines – or that insolvency or bankruptcy proceedings are instituted against the Issuer – and that as a result the Issuer cannot fulfil its payment obligations under the TURBO Warrants.

- **Possible Illiquidity of the TURBO Warrants in the Secondary Market**

It is not possible to predict the price at which TURBO Warrants will trade in the secondary market or whether such market will be liquid or illiquid. The Issuer may, but is not obliged to, list TURBO Warrants on a stock exchange.

The Issuer may, but is not obliged to, at any time purchase TURBO Warrants at any price in the open market or by tender or private treaty. Any TURBO Warrants so purchased may be held or resold or surrendered for cancellation. The Issuer may, but is not obliged to, be a market-maker for an issue of TURBO Warrants. Even if the Issuer is a market-maker for an issue of TURBO Warrants, the secondary market for such TURBO Warrants may be limited. To the extent that an issue of TURBO Warrants becomes illiquid, an investor may have to exercise such TURBO Warrants to realise value.

- **Potential Conflicts of Interest**

The Issuer and its affiliates may also engage in trading activities (including hedging activities) related to the Underlying Asset of the TURBO Warrants and other instruments or derivative products based on or related to the Underlying Asset for their proprietary accounts or for other accounts under their management. The Issuer and its affiliates may also issue other derivative instruments in respect of the Underlying Asset. Such activities could present certain conflicts of interest, could influence the prices of the Underlying Assets or other securities and could adversely affect the value of such TURBO Warrants.

- **Risks in connection with Borrowing**

If the investor obtains a loan in connection with financing the purchase of the TURBO Warrants the investor does not only bear the risk of sustaining the loss in connection with the TURBO Warrants if the price of the Underlying Assets develops unfavourably, but also has to pay back the loan and pay the interest connected with it. This means a substantial increase in risk. An investor can never rely on being able to pay back the loan and the interest connected with it through gains derived from the purchase of the TURBO Warrants. Prospective purchasers of TURBO Warrants should therefore carefully consider their particular financial circumstances and whether they will be able to pay back the loan and pay the interest connected with it even if the investor has to sustain losses instead of the expected gains.

- **Risks associated with Currency**

If the Underlying Asset of the TURBO Warrants is quoted in another currency than the TURBO Warrant any risk in connection with an investment in the TURBO Warrants does not only depend on the development of the price of the Underlying Asset but also on the development of the respective currencies. Unfavourable developments in these markets can increase the risk and could lead to a decrease in the value of the TURBO Warrants or in the Cash Settlement Amount.

- **Transactions Excluding or Limiting Risk**

The investor cannot expect that at all times during the lifetime of the TURBO Warrants transactions can be concluded which exclude or limit the risks incurred from a purchase of TURBO Warrants; this depends on the market conditions and the specific features of such TURBO Warrants as specified in the Terms and Conditions. Such transactions can under certain circumstances be concluded only at an unfavourable market price and lead to a corresponding loss.

- **Influence of ancillary Costs on Potential Profit**

Investors should consider that the return on the investment in the TURBO Warrants is reduced by the costs in connection with the purchase and sale of the TURBO Warrants.

Minimum or fixed commissions per transaction (purchase and sale) combined with a low order value (price of the TURBO Warrant times quantity) can lead to costs which, in extreme cases, may exceed the value of the TURBO Warrants purchased. Additional costs arise generally if the TURBO Warrants are exercised. Together with the costs directly linked to the purchase of the TURBO Warrants, these additional costs may be considerable compared with the total Cash Settlement Amount received by the Warrantholder exercising his TURBO Warrants.

- **The Influence of Hedging Transactions of the Issuer on the TURBO Warrants**

The Issuer and/or its affiliates may in the course of their normal business activity engage in trading in the Underlying Asset. In addition, the Issuer may conclude transactions in order to hedge itself partially or completely against the risks associated with the issue of the TURBO Warrants. These activities of the Issuer and/or its affiliates may have an influence on the market price of the TURBO Warrants. A possibly negative impact of the conclusion or dissolution of these hedging transactions on the value of the TURBO Warrants or the size of the Cash Settlement Amount to which the holder of a Warrant is entitled cannot be excluded.

- **Risk Factors relating to the underlying**

The value of the respective underlying depends on a number of interrelated factors, including economic, financial and political events beyond the Issuer’s control. The historical experience of the respective underlying should not be taken as an indication of future performance of such underlying during the term of any Warrant. Additionally, there may be regulatory and other ramifications associated with the ownership by certain investors of the TURBO Warrants.

- **Special Risks of TURBO Warrants relating to commodity futures contracts**

Investors in TURBO Warrants linked to commodity future contracts are exposed to significant price risks as prices of commodities underlying such future contracts are subject to great fluctuations. The prices of commodities and, consequently, commodity future contracts are influenced by a number of factors, including, inter alia, the following factors:

Cartels and regulatory changes

A number of producers or producing countries of commodities have formed organizations or cartels to regulate supply and therefore influence prices.

Trading in commodities and commodity future contracts is also subject to certain regulations imposed by supervisory authorities or markets. Changes to these regulations may affect the price development.

Cyclical supply and demand behaviour

Agricultural commodities are produced at a particular time of the year but are in demand throughout the year. In contrast energy is produced without interuption, even through it is mainly required during cold or very hot times of the year. This cyclical supply and demand pattern may lead to strong price fluctuations.

Inflation and deflation

The general development of prices may have a strong effect on the price development of the commodity and consequently on the commodity future contracts

Liquidity

Many markets of commodities are not very liquid and may therefore not be able to react rapidly and sufficiently to changes in supply and demand. In case of low liquidity, speculative investments by individual market participants may lead to price distortions.

Political risks

Commodities are frequently produced in emerging markets and subject to demand from industrialized nations. This supply demand pattern holds political risks which may have a significant impact on prices of commodities and consequently commodity future contracts.

Weather and natural disasters

Unfavourable weather conditions may have a negative effect on the supply of specific commodities for an entire year. A crisis of supply of this sort may lead to strong and incalculable price fluctuations in commodity future contracts.

General Information

This document contains the Final Terms of the TURBO Warrants described herein and must be read in conjunction with the Base Prospectus dated October 2, 2008 (the "**Base Prospectus**"), the Supplement A to the Base Prospectus dated November 3, 2008 (the "**Supplement A**") and the Supplement B to the Base Prospectus dated December 2, 2008 (the "**Supplement B**"). Full information on the Issuer and the offer of the TURBO Warrants is only available on the basis of a combination of these Final Terms, the Base Prospectus, the Supplement A and the Supplement B.

Prospectus Liability

Commerzbank Aktiengesellschaft (the "**Issuer**", the "**Bank**" or "**Commerzbank**", together with its consolidated subsidiaries "**Commerzbank Group**" or the "**Group**") accepts responsibility for the information contained in this Final Terms. The Issuer hereby declares that having taken all reasonable care to ensure that such is the case, the information contained in this Final Terms is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

No person is or has been authorized by the Issuer to give any information or to make any representation not contained in or not consistent with these Final Terms or any other information supplied in connection with this Final Terms or the TURBO Warrants and, if given or made, such information or representation must not be relied upon as having been authorized by the Issuer.

The delivery of this Final Terms does not at any time imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Final Terms or the TURBO Warrants is correct as of any time subsequent to the date indicated in the document containing the same.

Subscription and Sale

The Unlimited TURBO Warrants of 2008 (the "**TURBO Warrants**") on the Brent Crude Oil Futures Contract with an issue size and an issue price per series of Warrants as detailed below shall be publicly offered in the Republic of France as of the first day on which the Warrants have been admitted to trading on the Euronext Paris by NYSE Euronext.

Increases of a Series of TURBO Warrants

The Issuer reserves the right to issue from time to time without the consent of the Warrantholders additional tranches of TURBO Warrants with substantially identical terms, so that the same shall be consolidated to form a single series bearing the same security codes and increase the size of the Warrants issued previously.

Characteristics

Type	ISIN	Strike Price on the Issue Date in USD	Knock-out Level during the first Adjustment Period in USD	Interest Rate Adjustment Factor during the first Adjustment Period	Issue Price on the Issue Date in EUR
BULL	DE000CM4LYL7	40.00	44.00	0.0003%	0.53
BULL	DE000CM4LYM5	35.00	39.00	0.0003%	0.88
BULL	DE000CM4LYN3	25.00	29.00	0.0003%	1.58
BULL	DE000CM4LYP8	20.00	24.00	0.0003%	1.93
BEAR	DE000CM4LYQ6	55.00	51.00	0.0003%	0.52

Type	ISIN	Strike Price on the Issue Date in USD	Knock-out Level during the first Adjustment Period in USD	Interest Rate Adjustment Factor during the first Adjustment Period	Issue Price on the Issue Date in EUR
BEAR	DE000CM4LYR4	60.00	56.00	0.0003%	0.87
BEAR	DE000CM4LYS2	65.00	61.00	0.0003%	1.22
BEAR	DE000CM4LYT0	70.00	66.00	0.0003%	1.57

Calculation Agent

If a calculation agent will be necessary Commerzbank Aktiengesellschaft, Kaiserplatz, 60261 Frankfurt am Main, Germany, will act as calculation agent.

Securitisation

The TURBO Warrants shall be represented by a permanent global bearer TURBO Warrant (the "**Global Warrant**") which shall be deposited with Euroclear France, 115 rue Réaumur, 75081 Paris, France (the “**Clearing System**”).

Definitive TURBO Warrants will not be issued and the right of delivery of definitive TURBO Warrants is excluded. The Warrantholders shall receive co-ownership participations in or rights with respect to the Global Warrant which are transferable in accordance with applicable law and the rules and regulations of the Clearing System.

Status

The obligations under the TURBO 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).

Minimum Trading Unit

The Minimum Trading Number of each series of TURBO Warrants issued is one (1) TURBO Warrant.

Listing

The admission for listing and trading of the TURBO Warrants on Euronext Paris by NYSE Euronext has been applied. First day of trading is envisaged to take place on December 29, 2008.

Availability of documents

These Final Terms, the Base Prospectus, the Supplement A, the Supplement B, the Articles of Association of Commerzbank Aktiengesellschaft, the annual report of the Commerzbank Group for the financial years 2006 and 2007 as well as the interim report as of September 30, 2008 (reviewed English version) are available in their current form on the internet page of Commerzbank: *www.commerzbank.de*.

Payment Date

December 29, 2008

Settlement

The Warrants will be cash settled. Settlement will take place on the fifth Banking Day following the respective Valuation Date, all as specified in detail in the Terms and Conditions of the TURBO Warrants.

Taxation

All amounts payable under the TURBO Warrants will be paid without deduction or withholding for or on account of any present or future taxes, duties or governmental charges whatsoever imposed or levied by or on behalf of the Federal Republic of Germany or any taxing authority therein. In the case that the Issuer will be compelled by law or other regulation to deduct or withhold such taxes, duties or governmental charges the Issuer will not pay any additional amounts to compensate the Warrantholder for such deduction or withholding.

Information on the Underlying Asset

The asset underlying the Warrants is the Brent Crude Oil Futures Contract as traded on the Intercontinental Exchange, London. Details (contract specifications, expiry dates, delivery months etc.) can be obtained from the Internet under www.theice.com and https://www.theice.com/oil.jhtml.

Information on past and future prices are available on:
http://today.reuters.com/investing/FinanceCommoditiesGroup.aspx?mkt=ENERGY

Selling Restrictions in the European Economic Area

In any member state of the European Economic Area ("**EEA**") that has implemented Directive 2003/71/EC (the "**Prospectus Directive**") (the "**Relevant Member State**"), the Warrants may, with (and including) the day of entry into effect of the respective implementation in the Relevant Member State, be publicly offered in the Relevant Member State, provided that this is permitted under the applicable laws and other legal provisions, and further provided that

(a) the Public Offering starts or occurs within a period of 12 months following the publication of the Prospectus which has been approved by BaFin in accordance with the provisions of the Prospectus Act and, if the Warrants are publicly offered in a Relevant Member State other than Germany, the approval has been notified to the competent authority in such Relevant Member State in accordance with § 18 of the Prospectus Act, or

(b) one of the exemptions set forth in § 3 paragraph 2 of the Prospectus Act exists or, in case of an offering outside of Germany, an exemption from the obligation to prepare a prospectus exists as set forth in the implementing law of the respective Relevant Member State in which the Public Offering shall occur.

"**Public Offering**" means (i) a communication to persons in any form and by any means presenting sufficient information on the terms of the offer and the warrants to be offered, so as to enable an investor to decide to purchase or subscribe to these securities, as well as (ii) any additional specifications defined more closely in the implementing law of the respective Relevant Member State, in which the Public Offering shall occur.

In any EEA member state that has not implemented the Prospectus Directive, the Warrants may only be publicly offered within or from the jurisdiction of such member state, provided that this is in accordance with the applicable laws and other legal provisions. The Issuer has not undertaken any steps, nor will the Issuer undertake any steps, aimed at making the Public Offering of the Warrants or their possession or the marketing of offering documents related to the Warrants legal in such jurisdiction if this requires special measures to be taken.

Terms and Conditions of the Unlimited TURBO Warrants

§ 1
Form

(1) Each series of TURBO Warrants (the "**Warrants**") issued by Commerzbank Aktiengesellschaft, Frankfurt am Main (the "**Issuer**") shall be represented by a global bearer warrant (the "**Global Warrant**") which shall be deposited with Euroclear France (the "**Clearing System**").

(2) There will be no definitive Warrants. The Warrants may be transferred by physical delivery of the Global Warrant, or, after it has been delivered to the Clearing System, or to another clearing system, in accordance with the rules and regulations of the Clearing System, or, as the case may be, such other clearing system.

(3) The Global Warrant shall bear the hand-written signatures of two authorised officers of the Issuer.

(4) 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.

§ 2
Option Right; Definitions

(1) Subject to a Knock-out Event in accordance with § 3 and subject to a Termination of the Warrants by the Issuer in accordance with § 4, each series of Warrants grants to the holder of a Warrant (the "**Warrantholder**") the right (the "**Option Right**") to receive upon exercise from the Issuer the payment of the Cash Settlement Amount in accordance with these Terms and Conditions of the Warrants.

(2) For the purposes of these Terms and Conditions of the Warrants the following definitions shall apply:

"**Adjustment Amount**"

The Adjustment Amount for a series of Warrants during an Adjustment Period is the Strike Price on the Adjustment Date falling into the respective Adjustment Period, multiplied with the Adjustment Percentage applicable for the respective Adjustment Period.

"**Adjustment Date**"

Adjustment Date means the first calendar day of each month unless such day is not a Banking Day in which case the Adjustment Date shall be the next following Banking Day. The first Adjustment Date shall be November 10, 2008.

"**Adjustment Percentage**"

The Adjustment Percentage applicable for an Adjustment Period means the percentage resulting from dividing by 365 the sum of (i) the Reference Rate on the Adjustment Date falling into the respective Adjustment Period and (ii) the Interest Rate Adjustment Factor applicable for such Adjustment Period.

"**Adjustment Period**"

Adjustment Period means the period from the Issue Date (inclusive) to the first Adjustment Date (exclusive), and thereafter any period from an Adjustment Date (inclusive) to the following Adjustment Date (exclusive).

"**Banking Day**"

Banking Day means a day on which banks in Frankfurt am Main are open for regular business.

"**Cash Settlement Amount**"

The Cash Settlement Amount is the amount expressed in U.S. Dollar (“**USD**”) and converted into Euro (“**EUR**”) (the “**Issue Currency**”) (rounded, if necessary, to the next Eurocent (EUR 0.01) with EUR 0.005 rounded upwards) determined in accordance with the following formula:

$(\text{Futures}_{\text{final}}$ - Strike Price) X Ratio (in the case of TURBO BULL Warrants)

or

(Strike Price - $\text{Futures}_{\text{final}})$ X Ratio (in the case of TURBO BEAR Warrants)

where

$\text{Futures}_{\text{final}}$	=	the Reference Level expressed in USD on the Valuation Date
Strike Price	=	the Strike Price relating to a series of Warrants applicable on the Valuation Date
Ratio	=	0.1

The conversion into EUR shall be made at the Relevant Conversion Rate.

"**Exercise Date**"

The Option Right can be exercised with respect to each Exercise Date in accordance with the provisions detailed in § 4. Exercise Date means the last Banking Day of each month starting in November 2008. The first Exercise Date is November 28, 2008.

"**Futures Roll-over Adjustment**"

Futures Roll-over Adjustment means the adjustment of the Strike Price and the Knock-out Level following the occurrence of a Futures Roll-over Event on the respective Futures Roll-over Date. In the case of a Futures Roll-over Adjustment, the Strike Price and the Knock-out Level shall be adjusted in accordance with the following formula:

A = B – (C – D) + Roll-over Costs (in the case of TURBO BULL Warrants)

or

A = B – (C – D) – Roll-over Costs (in the case of TURBO BEAR Warrants)

where

A	=	the adjusted Strike Price/the adjusted Knock-out Level
B	=	the Strike Price/Knock-out Level applicable on the day prior to the Futures Roll-over Date
C	=	the Futures Roll-over Reference Level of the Relevant Futures Contract applicable to the Futures Roll-over Date

D	=	the Futures Roll-over Reference Level of the Relevant Futures Contract applicable as of the Futures Roll-over Date
Roll-over Costs	=	the costs of the Futures Roll-over Adjustment as determined by the Issuer in its own reasonable discretion (§ 315 German Civil Code (*BGB*)) in consideration of the prevailing market conditions

"**Futures Roll-over Date**"

Futures Roll-over Date means the date specified in the definition of the term "Relevant Futures Contract".

"**Futures Roll-over Event**"

Futures Roll-over Event means the event described as such in the definition of the term "Relevant Futures Contract".

"**Futures Roll-over Reference Level**"

The Futures Roll-over Reference Level means the Level of the Relevant Futures Contract as determined by the Isuer in its reasonable discretion (§ 315 German Civil Code (*BGB*)) on the basis of the prices traded and published at the Related Exchange on the Roll-over Date.

"**Interest Rate Adjustment Factor**"

The Interest Rate Adjustment Factor relating to an Adjustment Period means the interest rate determined by the Issuer in its reasonable discretion (§ 315 German Civil Code (*BGB*)) in consideration of the prevailing market conditions. The Interest Rate Adjustment Factor applicable to a series of Warrants during the first Adjustment Period shall be the percentage given in the table in paragraph (3).

The appropriate Interest Rate Adjustment Factor to a series of Warrants shall be published in accordance with § 8.

"**Issue Date**"

Issue Date means December 29, 2008.

"**Knock-out Level**"

The Knock-out Level relating to a series of Warrants shall for the first Adjustment Period mean the level of the Relevant Futures expressed in USD as given in the table in paragraph (3). For all further Adjustment Periods, the Knock-out Level shall be adjusted on the Adjustment Date falling into the respective Adjustment Period at the Issuer's reasonable discretion (§ 315 German Civil Code (*BGB*)) in consideration of the prevailing market conditions (specifically in consideration of the volatility).

The appropriate Knock-out Level to a series of Warrants shall be published in accordance with § 8.

"**Market Disruption Event**"

Market Disruption Event means the suspension of or limitation imposed on trading in the Relevant Futures Contract on the Related Exchange, provided that in the opinion of the Issuer in any such case such suspension or limitation is material for the calculation of the Cash Settlement Amount.

A limitation on the hours or days of trading does not constitute a Market Disruption Event provided that such limitation results from an annouced change in the regular business hours of the relevant exchange or trading system. A limitation imposed on trading during the day by reason of movements in price exceeding the limits permitted by the relevant exchange or trading system (especially"limit-up"-/"limit-down"-rule) does only constitute a Market Disruption Event if it still occurs at the end of trading on such day.

"**Reference Price A**"

The Reference Price A relating to a series of Warrants is any price of the Relevant Futures Contract as continously determined and published by the Related Exchange.

"**Reference Price B**"

The Reference Price B means the "IPE Brent Futures – 1 minute afternoon marker" (the "IPE Brent Futures – 1 minute afternoon marker") of the Relevant Futures Contract as determined and published by the Related Exchange on the Valuation Date.

"**Reference Rate**"

The Reference Rate means the interest rate as published on Reuters page USD1MD= (or on the respective successor page). The Reference Rate during the first Adjustment Period shall be 0%.

"**Related Exchange**"

The Related Exchange relating to a series of Warrants is the Intercontinental Exchange, London (ICE) or its successor.

In case that the Relevant Futures Contract is not longer traded on the Related Exchange, the Related Exchange shall be such other futures exchange as determined by the Issuer (the "**Successor Related Exchange**"). The Issuer shall publish the Successor Related Exchange according to § 8.

"**Relevant Conversion Rate**" shall be the ask price of EUR 1.00 in USD, as quoted on the International Interbank Spot Market (the "**EUR/USD Spot Rate**") and published on Bloomberg page EURUSD on the Valuation Date at or about the time the Reference Price B is published.

Should such EUR/USD Spot Rate no longer be published on Bloomberg page EURUSD but on another page (the "**Successor Page**"), the Relevant Conversion Rate shall be the EUR/USD Spot Rate as published on the Successor Page. The Issuer shall publish the Successor Page according to § 8.

If on the Valuation Date the EUR/USD Spot Rate is not published on Bloomberg page EURUSD or on any Successor Page, the Issuer shall request four major banks in Frankfurt am Main at the Issuer's choice to quote ask prices for EUR in USD on such day at or about the time the Reference Price B is published. In this case, the Relevant Conversion Rate shall be the arithmetic means of such ask prices.

"**Relevant Futures Contract**"

The Relevant Futures Contract relating to a series of Warrants is the Brent Crude Oil Futures Contract (Reuters page LCOZ8) Futures Contract on the Related Exchange with delivery month December 2008 (Expiry Date: November 13, 2008).

On a Banking Day during the period of 40 Banking Days prior to the last trading day of the Relevant Futures Contract (the "**Futures Roll-over Date**") as determined by the Issuer such Relevant Futures Contract shall be replaced as Underlying Asset by the next maturing futures contract traded at the Related Exchange with a remaining life of at least one month which shall be considered as Relevant Futures Contract applicable as from the Roll-over Date (the "**Futures Roll-over Event**").

If the Issuer determines that the concept or the contract specifications of the Relevant Futures Contract have been modified substantially and that the concept or the contract specifications, as the case may be, are no longer comparable to those prevailing at the Issue Date, the Issuer will adjust the Strike Price and/or other any other provisions of these Terms and Conditions so that the economic position of the Warrantholders shall as much as possible be the same to its economic position prior to such adjustment. The Issuer shall publish the adjusted Strike Price and/or other any other provisions of these Terms and Conditions according to § 8.]

"**Strike Price**"

The Strike Price applicable to a series of Warrants on the Issue Date is equal to the price detailed in the table in paragraph (3). It is adjusted on every calendar day during the Adjustment Period by the Adjustment Amount.

The Strike Price applicable with respect to a calendar day shall be the amount so adjusted and rounded thereafter, if necessary, to the next [Eurocent (EUR 0.01) (with EUR 0.005 rounded upwards)] [U.S. cent (USD 0.01) (with USD 0.005 rounded upwards)]. The calculation of the Strike Price applicable on the next calendar day, however, shall be based on the unrounded Strike Price.

The calculation of the Strike Price during the first Adjustment Period shall be based on the Strike Price as of the Issue Date.

The Strike Price applicable on the Adjustment Date of an Adjustment Period is calculated as the sum of the Strike Price applicable on the last calendar day of the previous Adjustment Period and the Adjustment Amount applicable during the previous Adjustment Period.

The appropriate Strike Price to a series of Warrants shall be published in accordance with § 8.

"**Valuation Date**"

Subject to the provisions below the Valuation Date shall be the Exercise Date.

If on the Valuation Date the Reference Price B of the Relevant Futures Contract is not determined and published by the Related Exchange or if in the opinion of the Issuer a Market Disruption Event with respect to the Relevant Futures Contract occurs, the Valuation Date shall be postponed to the next following calendar day on which the Reference Price B of the Relevant Futures Contract is determined and published again by the Related Exchange and on which a Market Disruption Event does not occur.

If, according to the provision above, the Valuation Date is postponed for three consecutive Banking Days and if also on such day the Reference Price B of the Relevant Futures Contract is not determined and published by the Related Exchange or if in the opinion of the Issuer a Market Disruption Event occurs on such day, then the Issuer shall determine a fictitious settlement price of the Relevant Futures Contract (the "**Fictitious Settlement Price**") on the basis of the calculation method generally used for the determination of the theoretical value (the "**Fair Value**") of the futures contract which shall then be deemed to be the Reference Price B of the Relevant Futures Contract for the purposes of the calculation of the Cash Settlement Amount and make a notification in accordance with § 8.

(3) For each series of Warrants the terms "Strike Price on the Issue Date", "Knock-out Level during the first Adjustment Period", and “Interest Rate Adjustment Factor during the first Adjustment Period” shall have the following meaning:

Type	ISIN	Strike Price on the Issue Date in USD	Knock-out Level during the first Adjustment Period in USD	Interest Rate Adjustment Factor during the first Adjustment Period
BULL	DE000CM4LYL7	40.00	44.00	0.0003%
BULL	DE000CM4LYM5	35.00	39.00	0.0003%
BULL	DE000CM4LYN3	25.00	29.00	0.0003%
BULL	DE000CM4LYP8	20.00	24.00	0.0003%
BEAR	DE000CM4LYQ6	55.00	51.00	0.0003%
BEAR	DE000CM4LYR4	60.00	56.00	0.0003%
BEAR	DE000CM4LYS2	65.00	61.00	0.0003%
BEAR	DE000CM4LYT0	70.00	66.00	0.0003%

§ 3
Knock-out Event

(1) If on any day during the period from and including the Issue Date to and including the Valuation Date at a time on which no Market Disruption Event with regard to the Relevant Futures Contract occurs, the Reference Price A of the Relevant Futures Contract is at least once equal to or below the Knock-out Level (in the case of TURBO CALL Warrants) or equal to or above the Knock-out Level (in the case of TURBO PUT Warrants) (the "**Knock-out Event**"), then the Option Right of the Warrantholder according to § 2 paragraph (1) shall expire and the Warrantholder shall receive from the Issuer the Knock-out Amount on the fifth Banking Day following the day on which the Knock-out Event occurred.

(2) The "**Knock-out Amount**" shall be equal to the fair market value of the Warrants at the time of the occurrence of the Knock-out Event, as determined by the Issuer in its reasonable discretion (§ 315 German Civil Code (*BGB*)) and may be zero.

§ 4
Exercise

(1) Each Warrantholder is entitled to exercise its Warrants with respect to an Exercise Date.

(2) Any exercise of Warrants by the Warrantholder shall be carried out in accordance with the provisions of the following paragraphs:

(a) Exercise Notice

In order to validly exercise the Option Right with respect to an Exercise Date, the Warrantholder shall not later than on the 10th Banking Days prior to the requested Exercise Date

(i) deliver a written, binding and irrevocable exercise notice (the "**Exercise Notice**") to the Warrant Agent (§ 6) by use of the form available at the

Warrant Agent's or by providing all information and statements requested therein. The Warrant Agent shall be authorised to reject notices which do not comply with this form or that do not provide all information and statements requested therein, and any determination by the Warrant Agent as to whether an Exercise Notice is duly completed and in proper form shall be conclusive and binding on the relevant Warrantholder. Notwithstanding this, in the event that any Exercise Notice is subsequently corrected to the satisfaction of the Warrant Agent, it shall be deemed to be a new Exercise Notice, submitted at the time such correction is delivered to the Warrant Agent; and

(ii) deliver the Warrants to the Warrant Agent either by means of (1) an irrevocable instruction given to the Warrant Agent to withdraw the relevant Warrants from the collective safe custody account, if any, opened with the Warrant Agent, or (2) transferring the relevant Warrants to the account of the Warrant Agent with the Clearing System.

The delivery of an Exercise Notice shall constitute the irrevocable decision of the relevant Warrantholder to exercise the Warrants specified therein. After delivery of such Exercise Notice, such exercising Warrantholder may not otherwise transfer such Warrants. If, notwithstanding this, any Warrantholder transfers or attempts to transfer such Warrants, the Warrantholder will be liable to the Issuer for any loss, costs and expenses suffered or incurred by the Issuer, including, without limitation, those suffered or incurred as a consequence of it having terminated any related hedging operations in reliance on the relevant Exercise Notice and subsequently entering into replacement hedging operations in respect of such Warrants.

(b) Settlement

(i) The Issuer shall pay or cause to be paid on the fifth Banking Day following the Valuation Date (the "**Settlement Date**") the Cash Settlement Amount to the account indicated by the Warrantholder, subject to compliance by the Warrantholder with the exercise procedure as described above.

(ii) Exercise of the Warrants and payments by the Issuer will be subject in all cases to any applicable fiscal or other laws, regulations and practices in force at the relevant time. However, the Issuer shall not incur any liability whatsoever in the future if it is unable to pay the Cash Settlement Amount, after using reasonable effort, as a result of such laws, regulations and practices. The Issuer shall not under any circumstances be liable for any acts or default of any clearing system in the performance of its duties in relation to the Warrants.

(iii) All taxes duties or other charges in connection with the exercise of the Warrants are to be borne and paid by the Warrantholders. Any additional cost arising from the exercise of the Warrants shall not be borne by the Issuer.

§ 5
Termination by the Issuer

(1) The Issuer is entitled to terminate the Warrants in whole but not in part with respect to the last Banking Day of each month (each of such dates an "**Termination Date**") (the "**Termination of the Warrants** "). The first Termination Date shall be December 30, 2008.

The Termination of the Warrants has to be notified at least 90 days prior to the respective Termination Date in accordance with § 8 (the "**Termination Notice**"). Such notification shall be irrevocable and has to give the Termination Date.

(2) In the case of an Termination of the Warrants each Warrant shall receive a payment per Warrant as determined in accordance with the provisions of § 2. The Valuation Date shall be the fifth Banking Day prior to the respective Termination Date.

(4) Upon notification of the Termination of the Warrants the right of the Warrantholders to exercise the Warrants in accordance with § 4 shall expire.

§ 6
Warrant Agent

(1) BNP Paribas Securities Services, 25 Quai Panhard et Levassor, 75013 Paris, France shall be the warrant agent (the "**Warrant Agent**").

(2) The Issuer shall procure that there always will be a Warrant Agent. The Issuer is entitled to appoint other banks of international standing as Warrant Agent or additional warrant agent. Furthermore, the Issuer is entitled to terminate the appointment of the Warrant Agent as well as of individual warrant agents. In the event of such termination or such bank being unable or unwilling to continue to act as Warrant Agent or additional warrant agent, the Issuer shall appoint another bank of international standing as Warrant Agent or additional warrant agent. Such appointment or termination shall be published in accordance with § 8.

§ 7
Substitution of the Issuer

(1) Any other company may at any time during the lifetime of the Warrants, subject to paragraph (2), assume upon notice by the Issuer to be given in accordance with § 8, all obligations of the Issuer under these Terms and Conditions of the Warrants. Upon any such substitution, such substitute company (hereinafter called "**New Issuer**") shall succeed to, and be substituted for, and may exercise every right and power, of the Issuer under these Terms and Conditions of the Warrants with the same effect as if the New Issuer had been named as the Issuer herein, and the Issuer and, in the case of a repeated application of this § 7, 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 of the Warrants (except for this § 7) to the Issuer shall from then on be deemed to refer to the New Issuer.

(2) Such assumption shall be permitted only if

(a) the New Issuer has agreed to indemnify and hold harmless each Warrantholder against any tax, duty, assessment or governmental charge imposed on the Warrantholder in respect of such substitution;

(b) the Issuer (in this capacity hereinafter referred to as the "**Guarantor**") has unconditionally and irrevocably guaranteed fulfilment by the New Issuer of all payment obligations assumed by it for the benefit of the Warrantholders and the terms of the Guarantee has been published in accordance with § 8;

(c) the New Issuer has obtained all governmental authorisations, approvals, consents and permissions necessary in the jurisdictions where the New Issuer is domiciled or the country under the laws of which it is organised.

(3) Upon any substitution of the Issuer for a New Issuer, this § 7 shall apply again.

§ 8
Notices

Notifications under these Warrants shall be made on internet page www.warrants.commerzbank.com (or on such other internet page as determined by the Issuer and notified to the Warrantholders at least 6 weeks in advance in accordance with this § 8 (the "**Internet Page**") and shall become effective as of the date of the publication on the Internet Page unless the notification specifies another date. If applicable law or the regulations of an exchange require another way of publication, notifications shall also be made in accordance with such applicable law or such regulations.

§ 9
Final Clauses

(1) The form and contents of the Warrants and the rights and duties of the Warrantholders, the Issuer, the Warrant Agent and a possible Guarantor shall in all respects be governed by the laws of the Federal Republic of Germany.

(2) Should any provision of these Terms and Conditions of the Warrants be or become void in whole or in part, the other provisions shall remain in force. Void provisions shall be replaced in accordance with the meaning and purpose of these Terms and Conditions of the Warrants.

(3) Place of performance is Frankfurt am Main.

(4) Place of jurisdiction is Frankfurt am Main.

(5) The Issuer shall be entitled without the approval of the Warrantholders to (a) amend in these Terms and Conditions of the Warrants obvious mistakes in writing or calculating or any similar obvious incorrectness and (b) amend or supplement in these Terms and Conditions of the Warrants contradictory or incomplete provisions, whereas in the cases of (b) only those amendments or supplements shall be admissible which, in consideration of the interest of the Issuer, are reasonable for the Warrantholders, i. e. which do not worsen the financial situation of the Warrantholders materially. Amendments or supplements of these Terms and Conditions of the Warrants will be notified in accordance with § 8.

Frankfurt am Main
December 29, 2008

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