

# COMMERZBANK AKTIENGESELLSCHAFT

Frankfurt am Main

## Final Terms

dated April 10, 2008

with respect to the

## Base Prospectus

dated September 26, 2007

relating to

## Unlimited Turbo Warrants on the CAC40<sup>®</sup> Index\*

to be publicly offered in the Republic of France

**COMMERZBANK** 

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\* "CAC40<sup>®</sup>" and "CAC<sup>®</sup>" are registered trademarks of Euronext N.V. subsidiary: Euronext Paris S.A.

## Certain Risk Factors

### 1. General

Unlimited TURBO Warrants relating to Indices grant to the investor the right (the "**Option Right**") to receive from the Issuer upon due exercise in accordance with the exercise procedure as set forth in the Terms and Conditions of the TURBO Warrants with respect to a certain Exercise Date the payment of a Cash Settlement Amount which is equal to the amount by which the Reference Level of the index underlying the TURBO Warrants (the "**Index**") as determined and published by the Index Sponsor exceeds the Strike Price (*in the case of TURBO BULL Warrants*) or is exceeded by the Strike Price (*in the case of TURBO BEAR Warrants*) as determined on the Valuation Date multiplied with the Ratio and, if necessary, converted into Euro. There is no automatic exercise of the Unlimited TURBO Warrants.

**The Option Right will expire upon the occurrence of a Knock-out Event (see below "Knock-out Event") in which case the Warrantholder will receive a Knock-out Amount. The Knock-out Amount will be determined by the Issuer in its own reasonable discretion and under certain circumstances may be Zero.**

TURBO Warrants involve a high degree of risk. It cannot be expected that the level of the Index will move into the preferred direction and the investor may not rely upon an investment in the TURBO Warrants being profitable. The value of the TURBO Warrants may even fall below the purchase price or the TURBO Warrants may expire worthless. Investors must be prepared to sustain a total loss of the purchase price of their TURBO Warrants.

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. In addition, investors should consider that the return on the investment in the TURBO Warrants is reduced by the costs in connection with the purchase and exercise or sale of the TURBO Warrants.

Further to this, the investor bears the risk that the financial situation of the Issuer 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.

### **2. 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 level of the Index 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 level of the Index 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. Investors should be aware that the determination of the Interest Rate Adjustment Factor is in the sole discretion of the Issuer.

### 3. Knock-out Event

If on or after the Issue Date at a time on which no Market Disruption Event with respect to the Index occurs the level of the Index as determined and published by the Index Sponsor is equal to or below the Knock-out Level (*in the case of TURBO BULL Warrants*) or equal to or above the Knock-out Level (*in the case of TURBO BEAR Warrants*) (the "**Knock-out Event**") the Option Right granted by

the TURBO Warrants shall expire and the Warrantholder will receive the Knock-out Amount as determined by the Issuer. **As the Knock-out Amount under certain circumstances may be zero the occurrence of a Knock-out Event may lead to the total loss of the capital invested by the Warrantholder for the purchase of the TURBO Warrants.** Investors should be aware that the determination of the Knock-out Amount is in the sole discretion of the Issuer.

**Other than in the case of a standard call or put TURBO Warrants this risk reflects the nature of an Unlimited TURBO BULL and Unlimited TURBO BEAR Warrant as an asset which may become (almost) worthless at any time after the issue date without the possibility to recover in value over the time.**

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 Index). Investors should be aware that the adjustment of the Knock-out Level will be made in the sole discretion of the Issuer.

#### ***4. "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 Final Terms. 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 TURBO 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 TURBO 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.

#### ***5. Transactions Excluding or Limiting Risk***

The investor cannot expect that at all times during the life of the TURBO Warrants transactions can be concluded which exclude or limit the risks incurred from a purchase of TURBO Warrants. Such transactions can under certain circumstances be concluded only at an unfavourable market price and lead to a corresponding loss.

#### ***6. The Influence of Hedging Transactions of the Issuer on the TURBO Warrants***

The Issuer and its affiliates may in the course of their normal business activity engage in trading in the shares underlying the relevant Index. 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 Commerzbank (and its affiliates) may have an influence on the level of the Index and consequently, 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 Warrantholder is entitled cannot be excluded.

### ***7. 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.

### ***8. Risks Associated with Currency***

If an Index is composed of Shares expressed in a currency different from EUR and if the Cash Settlement Amount has to be converted into EUR the risk in connection with an investment in the TURBO Warrants does not only depend on the development of the level of the Index but also on the development of the respective currency. 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.

## General Information

This document contains the Final Terms of the Warrants described herein and must be read in conjunction with the Base Prospectus dated September 26, 2007 (the "**Base Prospectus**") and the Supplement A to the Base Prospectus dated November 7, 2007 (the "**Supplement A**"). Full information on the Issuer and the offer of the Warrants is only available on the basis of a combination of these Final Terms, the Base Prospectus and the Supplement A.

**Prospective purchasers of the 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.**

### Prospectus Liability

Commerzbank Aktiengesellschaft, Frankfurt am Main (hereinafter also "**Commerzbank**", "**Bank**", "**Issuer**" or "**Company**", together with its affiliates "**Commerzbank Group**" or "**Group**") takes over prospectus liability according to § 13 Securities Selling Prospectus Act (*Verkaufsprospektgesetz*) in connection with §§ 44 ff. Securities Exchange Act (*Börsengesetz*). To the best of its knowledge the information contained in these Final Terms is in accordance with the facts and does not omit any essential information.

### Subscription and Sale

The unlimited warrants of 2008 (the "**Warrants**") on the CAC40<sup>®</sup> Index 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.

### Characteristics

Type	ISIN	Issue Size	Ratio	Strike Price on the Issue Date	Knock-out Level during the first Adjustment Period	Adjustment Percentage during the first Adjustment Period	Issue Price on the Issue Date
BULL	DE000CB3XAA0	3,000,000	0.001	EUR 4,800.00	EUR 4,880.00	0.376%	EUR 0.11
BULL	DE000CB3XAB8	3,000,000	0.001	EUR 4,700.00	EUR 4,780.00	0.376%	EUR 0.21
BULL	DE000CB3XAC6	3,000,000	0.001	EUR 4,600.00	EUR 4,680.00	0.376%	EUR 0.31
BULL	DE000CB3XAD4	3,000,000	0.001	EUR 4,500.00	EUR 4,580.00	0.376%	EUR 0.41
BULL	DE000CB3XAE2	3,000,000	0.001	EUR 4,400.00	EUR 4,480.00	0.376%	EUR 0.51
BULL	DE000CB3XAF9	3,000,000	0.001	EUR 3,900.00	EUR 3,980.00	0.376%	EUR 1.01
BULL	DE000CB3XAG7	3,000,000	0.001	EUR 4,000.00	EUR 4,080.00	0.376%	EUR 0.91
BEAR	DE000CB3XAH5	3,000,000	0.001	EUR 5,000.00	EUR 4,920.00	0.000%	EUR 0.09

### Exercise Date

Exercise Date means the last Business Day in March, June, September and December of each year starting in June 2008.

### Calculation Agent

If a calculation agent will be necessary Commerzbank will act as calculation agent.

## **Securitisation**

The warrants shall be represented by a global bearer warrant (the "**Global Warrant**") which shall be deposited with Euroclear France (the "**Central Securities Depository**")

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 Central Securities Depository, or to another clearing system, in accordance with the rules and regulations of the Central Securities Depository, or, as the case may be, such other clearing system.

## **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).

## **Minimum Trading Unit**

The Minimum Trading Number of each series of Warrants issued is 100 Warrants.

## **Listing**

The Warrants will be listed on Euronext Paris.

## **Availability of documents**

The Base Prospectus, the Supplement A, the Articles of Association of Commerzbank Aktiengesellschaft and the annual report of the Commerzbank Group for the financial years 2005 and 2006 are available on the internet site of Commerzbank: [www.commerzbank.de](http://www.commerzbank.de).

## **Payment Date**

April 10, 2008

## **Settlement**

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

## **Taxation**

All amounts payable under the 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**

Underlying Asset is the CAC40<sup>®</sup> Index (ISIN FR0003500008) as calculated and published by Euronext Paris S.A. Information on the Underlying Asset is available on the internet page of Euronext Paris S.A.: [www.euronext.com](http://www.euronext.com).

## **Disclaimer**

Euronext Paris S.A. has all proprietary rights with respect to the Index. In no way Euronext Paris S.A. and any direct or indirect affiliates sponsor, endorse or are otherwise involved in the issue and offering of the Warrants. Euronext Paris S.A. and any direct or indirect affiliates disclaim any liability to any party for any inaccuracy in the data on which the Index is based, for any mistakes,

errors, or omissions in the calculation and/or dissemination of the Index, or for the manner in which it is applied in connection with the issue and offering thereof.

### **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 Securities 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 German Securities Prospectus Act and, if the Securities 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 German Securities Prospectus Act, or
- (b) one of the exemptions set forth in § 3 para. 2 of the German Securities 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 securities 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 Securities 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 Securities or their possession or the marketing of offering documents related to the Securities legal in such jurisdiction if this requires special measures to be taken.

## TERMS AND CONDITIONS OF THE WARRANTS

### § 1 Option Right; Definitions

- (1) Subject to a Knock-out Event in accordance with § 1 paragraph (4) and subject to a Ordinary/Extraordinary Termination of the Warrants by the Issuer in accordance with § 3 paragraph (3) or § 5, each series of warrants (the "**Warrants**") issued by Commerzbank Aktiengesellschaft, Frankfurt am Main (the "**Issuer**") 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 1 April 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. The Adjustment Percentage applicable to a series of Warrants during the first Adjustment Period shall be the percentage given in the table in paragraph (3).

**"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 EUR (rounded, if necessary, to the next Eurocent (EUR 0.01) with EUR 0.005 rounded upwards) determined in accordance with the following formula:

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

or

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

where

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



Strike Price = the Strike Price relating to a series of Warrants applicable on the Valuation Date

Ratio = 0.001

For the purposes of calculations made in connection with the Terms and Conditions of the Warrants, one point of the Index level shall be equal to EUR 1.00.

**"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 Business Day in March, June, September and December of each year starting with March 2008.

**"Index"**

Index means the CAC40® Index (ISIN FR0003500008) as calculated and published by Euronext Paris S.A. (the "**Sponsor**"), subject to the provisions in § 3

**"Interest Rate Adjustment Factor"**

The Interest Rate Adjustment Factor relating to an Adjustment Period means the interest rate determined by the Issuer in its own reasonable discretion (§ 315 German Civil Code (*BGB*)) in consideration of the prevailing market conditions.

**"Issue Date"**

Issue Date means April 10, 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 Index expressed in EUR 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 own discretion (§ 315 German Civil Code (*BGB*)) in consideration of the prevailing market conditions (specifically in consideration of the volatility).

**"Market Disruption Event"**

Market Disruption Event means any suspension of or limitation imposed on trading in the stocks comprising the Index on the stock exchanges or trading systems the prices of which are the basis for the calculation of the Index, provided that in the opinion of the Issuer in any such case such suspension or limitation is material for the calculation of the Index.

A limitation on the hours or days of trading does not constitute a Market Disruption Event provided that such limitation results from an announced change in the regular business hours of the relevant stock 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 stock exchange or trading system does only constitute a Market Disruption Event if it still occurs at the end of trading on such day.

**"Reference Level"**

The Reference Level means the last determined and published level (the "**Closing Level**") of the Index.

**"Reference Rate"** means the interest rate as published on Reuters page EURIBOR1M= (or on the respective successor page).

**"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). 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.

**"Valuation Date"**

Subject to § 5, the Valuation Date shall be the Exercise Date.

If on the Valuation Date the Reference Level of the Index is not determined and published or if in the opinion of the Issuer there is a Market Disruption Event with regard to the Index on the Valuation Date, then the Valuation Date shall be postponed to the next calendar day on which a Reference Level of the Index is again determined and published and on which there is no Market Disruption Event.

If according to the provisions above the Valuation Date is postponed for three Banking Days, and if on the third Banking Day the Reference Level of the Index is still not determined and published or if on such date, in the opinion of the Issuer, a Market Disruption Event occurs with regard to the Index, then the Issuer will calculate the Index on such date by applying the calculation method for the Index last in effect. For the purpose of such calculation, the Issuer will calculate the respective level of the Index on the basis of the prices of the securities comprising the index on such day at the time the Reference Level of the Index is usually determined (the "**Calculation Time**"). If the trading of one or more securities being relevant for such calculation is limited or suspended on such date, the Issuer will estimate at its own discretion (§ 315 of the German Civil Code (BGB)) the price of the relevant securities at the Calculation Time - after consultation with an independent expert, if the Issuer deems it necessary - and in consideration of the prevailing market conditions.

- (3) For each series of Warrants the terms "Strike Price", "Knock-out Level" and "Adjustment Percentage" shall have the following meaning:

Type	ISIN	Ratio	Strike Price on the Issue Date	Knock-out Level during the first Adjustment Period	Adjustment Percentage during the first Adjustment Period
BULL	DE000CB3XAA0	0.001	EUR 4,800.00	EUR 4,880.00	0.376%
BULL	DE000CB3XAB8	0.001	EUR 4,700.00	EUR 4,780.00	0.376%
BULL	DE000CB3XAC6	0.001	EUR 4,600.00	EUR 4,680.00	0.376%
BULL	DE000CB3XAD4	0.001	EUR 4,500.00	EUR 4,580.00	0.376%
BULL	DE000CB3XAE2	0.001	EUR 4,400.00	EUR 4,480.00	0.376%
BULL	DE000CB3XAF9	0.001	EUR 3,900.00	EUR 3,980.00	0.376%
BULL	DE000CB3XAG7	0.001	EUR 4,000.00	EUR 4,080.00	0.376%
BEAR	DE000CB3XAH5	0.001	EUR 5,000.00	EUR 4,920.00	0.000%

- (4) If on or after the Issue Date at a time on which no Market Disruption Event with regard to the Index occurs, the level of the Index expressed in EUR is at least once equal to or below the Knock-out Level applicable at that time (*in the case of TURBO BULL Warrants*) or equal to or above the Knock-out Level applicable at that time (*in the case of TURBO BEAR Warrants*)

(the "**Knock-out Event**"), then the Option Right of the Warrantholder according to § 1 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.

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 own reasonable discretion (§ 315 German Civil Code (*BGB*)) and may be 0.

- (5) Any determination, calculation or other decision made by the Issuer with respect to the above paragraphs shall, in the absence of manifest errors, be binding for all parties involved.

## **§ 2 Form**

- (1) The warrants shall be represented by a global bearer warrant (the "**Global Warrant**") which shall be deposited with Euroclear France (the "**Central Securities Depository**")
- (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 Central Securities Depository, or to another clearing system, in accordance with the rules and regulations of the Central Securities Depository, 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.

## **§ 3 Adjustments; Extraordinary Termination**

- (1) If the Index is no longer calculated and published by the Sponsor but by another person, company or institution acceptable to the Issuer as the new Sponsor (the "**Successor Sponsor**"), the Cash Settlement Amount will be calculated on the basis of the Index being calculated and published by the Successor Sponsor and any reference made to the Sponsor shall, if the context so admits, then refer to the Successor Sponsor.
- (2) If at any time following the Issue Date the Index is cancelled or replaced, the Issuer will determine the Index on the basis of which the Cash Settlement Amount shall be calculated (the "**Successor Index**"). The Successor Index as well as the time of its first application will be notified as soon as possible pursuant to § 8. Any reference made to the Index in the Terms and Conditions of the Warrants shall, if the context so admits, then refer to the Successor Index.
- (3) If in the opinion of the Issuer (i) a determination of a Successor Index according to paragraph (2) above is not feasible (for whatever reason), or (ii) if after the Issue Date the Sponsor materially modifies the calculation method of the Index or materially modifies the Index in any other way (except for modifications which are contemplated in the calculation method of the Index relating to a change with respect to securities comprising the Index or with respect to any other routine measures), the Issuer is entitled either (a) to continue the calculation and the publication of the Index on the basis of the former concept of the Index and its last determined level or to initiate such calculation through an expert appointed by the Issuer, or (b) to early terminate the Warrants (the "**Extraordinary Termination of the Warrants**").

- (4) In case the Issuer decides to continue the calculation and the publication of the Index according to paragraph (3) (a) above such continuation has to be published without delay pursuant to § 8.

- (5) In case of an Extraordinary Termination of the Warrants (i) the Issuer will notify the Extraordinary Termination according to § 8 and (ii) will pay to the Warranholders an amount (the "**Extraordinary Termination Amount**") equal to the fair market value of the Warrants at the time of the notification of the Extraordinary Termination. The fair market value will be determined by the Issuer in its own reasonable discretion (§ 315 German Civil Code (*BGB*)) after consultation with an independent expert, if the Issuer deems it necessary. The Extraordinary Termination Amount will be paid latest on the fifth Banking Day following the notification of the Extraordinary Termination of the Warrants.

#### **§ 4 Exercise**

- (1) Each Warranholder is entitled to exercise its Warrants with respect to an Exercise Date.
- (2) Any exercise of Warrants by the Warranholder 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 Warranholder shall not later than on the 10th Business 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 Warranholder. 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 Central Securities Depository.

The delivery of an Exercise Notice shall constitute the irrevocable decision of the relevant Warranholder to exercise the Warrants specified therein. After delivery of such Exercise Notice, such exercising Warranholder may not otherwise transfer such Warrants. If, notwithstanding this, any Warranholder transfers or attempts to transfer such Warrants, the Warranholder 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 Warranholder, subject to compliance by the Warranholder 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 Warranholders. Any additional cost arising from the exercise of the Warrants shall not be borne by the Issuer.

## § 5

### Ordinary 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 the months of June and December in each year (each of such dates a "**Termination Date**") (the "**Termination of the Warrants by the Issuer**").

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

- (2) In the case of an Ordinary Termination of the Warrants each Warrant shall receive a payment per Warrant as determined in accordance with the provisions of § 1. The Valuation Date shall be the fifth Banking Day prior to the respective Ordinary Termination Date.
- (3) Upon notification of the Ordinary Termination of the Warrants the right of the Warranholders 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 without undue delay 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**

- (1) Notices shall be made in the electronic federal gazette in the Federal Republic of Germany (*elektronischer Bundesanzeiger*) and on the Issuer's website ([www.commerzbank.com](http://www.commerzbank.com)).
- (2) The relevant Strike Price, the relevant Knock-out Level and the relevant Adjustment Percentage applicable for each series of Warrants at any time shall be published only on the Issuer's website ([www.commerzbank.com](http://www.commerzbank.com)).

### **§ 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 without delay in accordance with § 8.

Frankfurt am Main  
April 10, 2008

**COMMERZBANK**  
AKTIENGESELLSCHAFT