

# COMMERZBANK AKTIENGESELLSCHAFT

Frankfurt am Main

## Final Terms

dated 06 January 2010

with respect to the

## Base Prospectus

dated 12 February 2009

relating to

## Inline Warrants relating to the CAC40<sup>®</sup> Index\* ("Stability Warrants")

to be publicly offered in the Republic of France and  
listed on an regulated market 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.

# RISK FACTORS

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.

Potential investors intending to purchase the Warrants should only purchase the 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 Warrants.

## **RISKS ASSOCIATED WITH THE INLINE WARRANTS**

### ***General***

Subject to the occurrence of Knock-Out Event, Inline Warrants on indices (the "**Inline Warrants**", the "**Underlying Asset**") grant to the holder (the "**Warrantholder**") the right (the "**Option Right**") to receive the payment of a fixed amount (the "**Cash Settlement Amount**").

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

The Inline 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 Inline Warrants can therefore not be compensated by other income from the Inline Warrants.

### ***Knock-Out Event***

If during the Monitoring Period the price of the Underlying Asset is equal to or below the Lower Barrier or equal to or above the Upper Barrier (the "**Knock-Out Event**") the Option Right granted by the Inline Warrants shall expire and no Cash Settlement Amount shall be payable to the Warrantholder. **The occurrence of a Knock-out Event leads to the total loss of the capital invested by the Warrantholder for the purchase of the Inline Warrants.**

**As opposed to warrants where a warrant which has lost in value may recover during its lifetime until the Expiration Date, investors in Inline Warrants with a knock-out feature should be aware of the fact that such securities may become worthless at any time after the issue date without the possibility to recover in value during the time until the Expiration Date.**

### **Exercise of the Inline Warrants only on the Expiration Date (European Style)**

One of the essential characteristics of the Inline Warrants is that the Inline Warrants are not exercisable during their lifetime. An automatic payment can only be expected by the Warrantholder (i) latest on the fifth Payment Business Day following the Expiration Date, or, (ii) in case of an Early Termination of the Inline Warrants by the Issuer, on the Early Termination Date.

Prior to the fifth Payment Business Day following the Expiration Date (or prior to the Early Termination Date in case of an Early Termination of the Inline Warrants by the Issuer) a realisation of the economic value of the Inline Warrants (or part of it) is only possible by selling the Inline Warrants. A sale of the Inline Warrants, however, requires that there are market participants willing to purchase the Inline Warrants at the respective price. If there are no market participants willing to do so the value of the Inline Warrants may possibly not be realised. The Issuer has no obligation to provide for a trading in the Inline Warrants or to repurchase the Inline Warrants itself.

### **Special Characteristics of Inline Warrants relating to Indices consisting of shares**

If the index to which a specific Inline Warrant relates is no longer calculated and published by the relevant index sponsor of such index but by another person, company or institution acceptable to the

Issuer as the successor sponsor, any reference made to the index sponsor shall, if the context so admits, then refer to the successor sponsor.

If at any time the index to which a specific Inline Warrant relates is cancelled or replaced, the Issuer will determine another index as basis for the determination of the occurrence of a Knock-Out Event (the "**Successor Index**").

In the case that the occurrence of an Adjustment Event as set forth in the Terms and Conditions of the Inline Warrants with respect to a share contained in the Index (the "**Index Share**") has a material effect on the price of the Index, the Issuer is entitled to make adjustments to the Terms and Conditions of the Inline Warrants. (An Adjustment Event means amongst others the substitution of the index by a successor index or any of the following actions taken by the company issuing the Index Share: capital increases, spin-offs, adjustments with respect to option or futures contracts relating to the Index Share, etc.) Such adjustments may *inter alia* affect the Lower Barrier as well as the Upper Barrier.

In the case of the occurrence of an Extraordinary Event as set forth in the Terms and Conditions of the Inline Warrants, the Issuer may (a) continue the calculation of the Index on the basis of the former concept of the Index and its last determined level or (b) terminate the Inline Warrants prematurely. (An Extraordinary Event means that (i) the determination of a Successor Index in accordance with the above is not possible or is unreasonable for the Issuer or (ii) the index sponsor materially modifies the calculation method of the Index with effect on or after the issue date, 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).) If the Issuer decides to terminate the Inline Warrants prematurely due to the occurrence of an Extraordinary Event each Inline Warrant will be redeemed at an amount which will be determined by the Issuer in its reasonable discretion. The rights arising from the Inline Warrants will terminate with the payment of such amount.

#### **General Risks associated with the Purchase of Inline Warrants**

Inline Warrants involve a high degree of risk and investors must be prepared to sustain a total loss of the purchase price of their Inline Warrants. It cannot be expected that the price of the Underlying Asset will neither trigger the Lower Barrier nor the Upper Barrier and, therefore, the investor can not rely upon an investment in the Inline Warrants being profitable. The occurrence of not anticipated fluctuations in the price of the Underlying Asset may disproportionately affect the value of the Inline Warrants and may lead to the Inline Warrants expiring worthless.

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

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

#### **Risks associated with the Valuation of the Underlying Asset**

The market price of the Inline Warrants at any time is expected to be affected primarily by changes in the level of the Underlying Asset to which the Inline Warrants relate. It is impossible to predict how the level of the relevant Underlying Asset will vary over time. Factors which may have an effect on the value of the Underlying Asset include the rate of return of the Underlying Asset, e.g. dividend payments, and the financial position and prospects of the issuer of the Underlying Asset or any component thereof. In addition, the level of the Underlying Asset may depend on a number of interrelated factors, including economic, financial and political events and their effect on the capital markets generally and on the relevant exchanges. Potential investors should also note that whilst the market value of the Inline Warrants is linked to the relevant Underlying Asset and will be influenced (positively or negatively) by it, any change may not be comparable and may be disproportionate. It is

possible that while the Underlying Asset is increasing in value, the value of the Inline Warrants may fall.

### **Risks associated with the Volatility of the Underlying Asset**

The term "**Volatility**" refers to the frequency and magnitude of changes of the market price with respect to an Underlying Asset. Volatility is affected by a number of factors such as macro economic factors, speculative trading and supply and demand in the options, futures and other derivatives markets. The anticipated volatility is commonly known as "**Implied Volatility**", while the experienced volatility is defined as "**Historic Volatility**".

In the case of Inline Warrants the Implied Volatility is of great importance in the market making process relating to such Inline Warrants. The Implied Volatility reflects the estimated fluctuations of the Underlying Assets. The Issuer will base the pricing on its estimates for future fluctuations of the value of the Underlying Asset. Estimates will be based inter alia on the market's valuations of listed futures and options related to the Underlying Assets. The Implied Volatility may reduce the value of the Inline 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 Inline Warrants. The price of the Inline 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 Inline Warrants. Therefore, the Volatility of an Underlying Asset could affect the value of the Inline Warrants. A higher Historic Volatility could lead to increased as well as decreased value of the Inline Warrants.

### **Risk associated with Leverage**

A typical feature of Inline Warrants is their leverage effect on the earnings prospects of the invested capital: The price of Inline Warrants always reacts over proportionately to changes in the price of the Underlying Asset and, thus, offers 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 Inline Warrants. The leverage effect is particularly strong in the case of Inline Warrants with very short lifetimes.

### **Inline Warrants are unsecured Obligations**

The Inline 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 Inline Warrants is relying upon the creditworthiness of the Issuer and has no rights under the Inline Warrants against any other person. Together with the general investment risk an investment in the Inline 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. Inline 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 Inline 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 Inline Warrant, the investor bears the risk that the financial situation of the Issuer of the Inline 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 Inline Warrants.

### **Possible Illiquidity of the Inline Warrants in the Secondary Market**

It is not possible to predict the price at which Inline 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 Inline Warrants on a stock exchange.

The Issuer may, but is not obliged to, at any time purchase Inline Warrants at any price in the open market or by tender or private treaty. Any Inline 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 Inline Warrants. Even if the Issuer is a market-maker for an issue of Inline Warrants, the secondary market for such Inline Warrants may be limited.

### **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 Inline 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 Inline Warrants.

### **Risks in connection with Borrowing**

If the investor obtains a loan in connection with financing the purchase of the Inline Warrants the investor does not only bear the risk of sustaining the loss in connection with the Inline 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 Inline Warrants. Prospective purchasers of Inline 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.

### **Transactions Excluding or Limiting Risk**

The investor cannot expect that at all times during the lifetime of the Inline Warrants transactions can be concluded which exclude or limit the risks incurred from a purchase of Inline Warrants; this depends on the market conditions and the specific features of such Inline Warrants as specified in the Final Terms of such Inline Warrants. 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 Inline Warrants is reduced by the costs in connection with the purchase and sale of the Inline Warrants.

Minimum or fixed commissions per transaction (purchase and sale) combined with a low order value (price of the Inline Warrant times quantity) can lead to costs which, in extreme cases, may exceed the value of the Inline Warrants purchased. The costs may be considerable compared with the total Cash Settlement Amount received by the Warrantheader exercising his Inline Warrants.

### **The Influence of Hedging Transactions of the Issuer on the Inline 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 Inline Warrants. These activities of the Issuer and/or its affiliates may have an influence on the market price of the Inline Warrants. A possibly negative impact of the conclusion or dissolution of these hedging transactions on the value of the Inline Warrants cannot be excluded. In particular, the dissolution of the hedge position

and a possible unwinding of the Issuer's and/or its affiliates' position in the Underlying Asset during the closing auction on the relevant Expiration Date may influence the price of the Underlying Assets in the closing auction. This risk is higher for Underlying Assets with low liquidity levels, especially during the closing auction.

### **Legal Investment Considerations may restrict certain Investments**

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisors to determine whether and to what extent (a) Inline Warrants are legal investments for it, (b) Inline Warrants can be used as collateral for various types of borrowing and (c) other restrictions apply to its purchase or pledge of any Inline Warrants. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Inline Warrants under any applicable risk-based capital or similar rules.

### **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(s) during the term of any Inline Warrant. Additionally, there may be regulatory and other ramifications associated with the ownership by certain investors of the Inline Warrants.

### ***Special Risks of Inline Warrants relating to Indices***

#### *Dependency on the value of the index components*

The value of an index is calculated on the basis of the value of its components. Changes in the composition of an index as well as factors that (may) influence the value of the components also influence the value of the relevant index and can thus influence the yield from an investment in the Inline Warrants. Fluctuations in the value of one component of an index may be compensated or aggravated by fluctuations in the value of another component. Historical performance of the components does not represent any guarantee of future performance. An index used as an underlying may not, in certain circumstances, be maintained for the entire term of the Inline Warrants.

An index may reflect the performance of assets of some countries or some industries only. Therefore, the value of the relevant index depends on the development of the index components of individual countries or industries. Even if more than just a few countries or industries are represented, it is still possible that the industries contained in the relevant index are weighted unevenly. This means that in case of an unfavourable development in one industry contained in the relevant index, the index may be affected disproportionately by this adverse development.

Investors should note that the selection of an index is not based on the expectations or estimates of the Issuer in respect of the future performance of the selected index. Investors should thus make their own estimates in respect of the future performance of the components of an index and the index itself on the basis of their own knowledge and sources of information.

#### *No influence of the Issuer*

As a general rule, the Issuer has no influence on the composition and performance of an underlying index or the performance of its components (exception: The Issuer is identical with the index sponsor). A change in composition may have an adverse effect on the value of the Inline Warrants.

#### *No liability of the index sponsor*

Where the Issuer is not the index sponsor of the relevant index, Inline Warrants based on an index as underlying are generally not sponsored or otherwise supported by any index sponsor, and the relevant index is composed and calculated by the respective index sponsor without any account being taken of the Issuer's or the interests of the holder's of the Inline Warrants. In such case, the index sponsors

does not assume any obligation or liability in respect of the issue, sale or trading of the Inline Warrants.

*No recognised financial index, no independent third party*

The Inline Warrants may be linked to an index which is not recognised as a financial index but an index that have been created for the issuance of the relevant Inline Warrant. The index sponsor of such index might not be independent from the Issuer and may thus favour the interests of the Issuer over the interests of the holder of the Inline Warrants.

*Composition fees*

Certain fees, costs, commissions or other charges for composition and calculation may be deducted by the relevant index sponsor when calculating the value of an index on the basis of the value of its individual components. As a result, the performance of the individual index components is not acknowledged in full when calculating the performance of the respective index, but is reduced by the amount of such fees, costs, commissions and other charges.

*Publication of the index composition*

Even if the composition of the relevant indices is to be published on a website or in other media specified in the Final Terms, the composition shown might not always be the current composition of the respective relevant index because the posting of the updated composition of the respective index on the website might be delayed considerably, sometimes even by several months.

## 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 12 February 2009 (the "**Base Prospectus**"), the Supplement A to the Base Prospectus dated 27 April 2009 (the "**Supplement A**"), the Supplement B to the Base Prospectus dated 12 May 2009 (the "**Supplement B**") and the Supplement C to the Base Prospectus dated 05 November 2009 (the "**Supplement C**"). 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, the Supplement B and the Supplement C.

### **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 Inline 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 Inline Warrants is correct as of any time subsequent to the date indicated in the document containing the same.

### **Subscription and Sale**

The inline warrants (the "**Inline Warrants**") on the CAC40<sup>®</sup> Index with an issue size of 2,000,000 per series at an issue price per series of Inline 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 Inline Warrants**

The Issuer reserves the right to issue from time to time without the consent of the Warrantholders additional tranches of Inline 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 Inline Warrants issued previously.

### **Characteristics**

ISIN	Lower Barrier	Upper Barrier	Monitoring Period	Issue Price on the Issue Date in EUR
DE000CM6SYK9	3,600.00	4,400.00	06.01.2010 – 17.02.2010	8.98
DE000CM6SYL7	3,800.00	4,500.00	06.01.2010 – 17.02.2010	6.65
DE000CM6SYM5	3,400.00	4,400.00	06.01.2010 – 17.03.2010	8.35
DE000CM6SYN3	3,600.00	4,600.00	06.01.2010 – 17.03.2010	7.80
DE000CM6SYP8	3,500.00	4,200.00	06.01.2010 – 17.03.2010	7.30



### **Calculation Agent**

If a calculation agent will be necessary Commerzbank Aktiengesellschaft, Kaiserstraße 16 (Kaiserplatz), 60311 Frankfurt am Main, Germany, will act as calculation agent.

### **Securitisation**

The Inline Warrants are issued in dematerialized form. Title to the Inline Warrants will be evidenced by book entries (dématérialisation) in accordance with the provisions of the French Monetary and Financial Code relating to Holding of Securities (inscription en compte) (currently, Articles L. 211-4 and R. 211-1 and seq. of the French Monetary and Financial Code). No physical document of title (including certificats représentatifs pursuant to Article R. 211-7 of the French Monetary and Financial Code) will be issued in respect of the Inline Warrants.

Transfers of the Inline Warrants and other registration measures shall be made in accordance with the French Monetary and Financial Code relating to Holding of Securities (*inscription en compte*), the regulations, rules and operating procedures applicable to and/or issued by Euroclear France, 115 rue 115 rue Réaumur, 75081 Paris, France (the "Clearing System") as specified in the applicable Final Terms.

### **Status**

The obligations under the Inline 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 Inline Warrants issued is one (1) Warrant.

### **Listing**

The admission for listing and trading of the Inline Warrants on Euronext Paris by NYSE Euronext has been applied. First day of trading is envisaged to take place on 06 January 2010.

### **Availability of documents**

These Final Terms and the Base Prospectus, the Supplement A, the Supplement B and the Supplement C are available in their current form on the internet page [www.warrants.commerzbank.com](http://www.warrants.commerzbank.com). Whereas the Articles of Association of Commerzbank Aktiengesellschaft, the annual report of the Commerzbank Group for the financial years 2007 and 2008 as well as the interim report as of 30 September 2009 (reviewed English version) are available in their current form on the internet page of Commerzbank: [www.commerzbank.com](http://www.commerzbank.com).

### **Payment Date**

06 January 2010

### **Settlement**

The Inline 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 Warrants.

## **Taxation**

All amounts payable under the Inline 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 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 Products. 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.

CAC 40<sup>®</sup> and CAC<sup>®</sup> are registered trademarks of Euronext N.V. subsidiary: Euronext Paris S.A.

## **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 INLINE WARRANTS

### § 1 (FORM, TRANSFERABILITY)

1. Each series of Inline Warrants (the "**Warrants**") are issued by Commerzbank Aktiengesellschaft, Frankfurt am Main, Federal Republic of Germany (the "**Issuer**").
2. Each series of Warrants are issued in bearer dematerialized form. Title to the Warrants will be evidenced by book entries (*dématérialisation*) in accordance with the provisions of the French Monetary and Financial Code relating to Holding of Securities (*inscription en compte*) (currently, Articles L. 211-4 and R. 211-1 and seq. of the French Monetary and Financial Code). No physical document of title (including *certificats représentatifs* pursuant to Article R. 211-7 of the French Monetary and Financial Code) will be issued in respect of the Warrants.
3. This Transfers of the Warrants and other registration measures shall be made in accordance with the French Monetary and Financial Code relating to Holding of Securities (*inscription en compte*), the regulations, rules and operating procedures applicable to and/or issued by Euroclear France (the "**Clearing System**"; the "**Clearing Rules**").
4. The term "**Warrantholder**" in these Terms and Conditions refers to any person holding warrants through a financial intermediary entitled to hold accounts with the Clearing System on behalf of its customers (the "**Warrant Account Holder**") or, in the case of a Warrant Account Holder acting for its own account, such Warrant Account Holder.

### § 2 (DEFINITIONS)

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

**"Expiration Date"**

The Expiration Date shall be the last day of the Monitoring Period.

**"Index"**

The Index shall be the CAC40® (ISIN FR0003500008) as calculated and published by Euronext Paris S.A. (the "**Index Sponsor**").

**"Issue Currency"** means Euro ("**EUR**").

**"Issue Date"** shall be the first day of the Monitoring Period.

**"Lower Barrier"** means the level as specified in the table in paragraph 2.

**"Monitoring Period"** means the period (from and including the first day and until and including the last day) as specified in the table in paragraph 2.

**"Reference Price"** means any price of the Index as determined and published by the Index Sponsor.

**"Upper Barrier"** means the level as specified in the table in paragraph 2.

2. For each series of Warrants the terms “Upper Barrier”, “Lower Barrier” and “Monitoring Period” shall have the following meaning:

ISIN	Lower Barrier	Upper Barrier	Monitoring Period
DE000CM6SYK9	3,600.00	4,400.00	06.01.2010 – 17.02.2010
DE000CM6SYL7	3,800.00	4,500.00	06.01.2010 – 17.02.2010
DE000CM6SYM5	3,400.00	4,400.00	06.01.2010 – 17.03.2010
DE000CM6SYN3	3,600.00	4,600.00	06.01.2010 – 17.03.2010
DE000CM6SYP8	3,500.00	4,200.00	06.01.2010 – 17.03.2010

**§ 3  
(OPTION RIGHT; EXERCISE PROCEDURE)**

1. Subject to the occurrence of a Knock-Out Event according to § 4 and subject to an Early Termination of the Warrants according to § 5, each Warrant grants to the Warranholder the right (the “**Option Right**”), to receive upon exercise from the Issuer the payment of EUR 10.00 (the “**Cash Settlement Amount**”) in accordance with these Terms and Conditions of the Warrants.
2. The Warrants shall be deemed to be automatically exercised on the Expiration Date without the need of any action by or on behalf of the Warranholder (the “**Automatic Exercise**”).
3. The Issuer shall pay the Cash Settlement Amount not later than on the fifth Payment Business Day following the Expiration Date to the Clearing System for crediting the accounts of the Warranholders.

**§ 4  
(KNOCK-OUT EVENT)**

1. If during the Monitoring Period the Reference Price is at least once (a) equal to or below the Lower Barrier or (b) equal to or above the Upper Barrier (the “**Knock-Out Event**”), the Warrants will expire worthless.
2. With the occurrence of the Knock-Out Event the Option Right of the Warranholder according to § 3 paragraph 1 shall expire, and no Cash Settlement Amount shall be payable to the Warranholder by the Issuer.

**§ 5  
(ADJUSTMENTS, EARLY TERMINATION,  
FURTHER ISSUES, REPURCHASE OF WARRANTS)**

1. If the Index is no longer calculated and published by the Index Sponsor but by another person, company or institution acceptable to the Issuer as the new Sponsor (the “**Successor Sponsor**”), any reference made to the Index Sponsor shall, if the context so admits, then refer to the Successor Sponsor.
2. If at any time the Index is cancelled or replaced, the Issuer will determine in its reasonable discretion (§ 315 of the German Civil Code (BGB)) another index as basis for the determination of the occurrence of a Knock-Out Event (the “**Successor Index**”). The respective Successor Index as well as the time of its first application will be notified pursuant to § 11. Any reference

made to the Index in these Terms and Conditions shall, if the context so admits then refers to the Successor Index. All related definitions shall be deemed to be amended accordingly. Furthermore, the Issuer will make all necessary adjustments to the Terms and Conditions resulting from a substitution of the Index.

3. In the case that the occurrence of an Adjustment Event with respect to a share contained in the Index (the "**Index Share**") has a material effect on the price of the Index, the Issuer will make adjustments to the Lower Barrier and the Upper Barrier in its reasonable discretion (§ 315 of the German Civil Code (BGB)) and give notification pursuant to § 11. Such adjustment shall become effective on the date on which the occurrence of the Adjustment Event with respect to the Index Share has its effect on the price of the Index.

"**Adjustment Event**" means any of the following events:

- (a) the substitution of the Index by a Successor Index pursuant to paragraph 2;
- (b) any of the following actions taken by the company issuing the Index Share (the "**Index Company**"): capital increases through issuance of new shares against capital contribution and issuance of subscription rights to the shareholders, capital increases out of the Index Company's reserves, issuance of securities with option or conversion rights related to the Index Share, distributions of extraordinary dividends, stock splits or any other split, consolidation or alteration of category;
- (c) a spin-off of a part of the Index Company in such a way that a new independent entity is formed, or that the spun-off part of the Index Company is absorbed by another entity;
- (d) the adjustment of options or futures contracts relating to the Index Share on the exchange with the highest trading volume in such option or futures contracts (the "**related exchange**") or the announcement of such adjustment;
- (e) a takeover-bid, i.e. an offer to take over or to swap or any other offer or any other act of an individual person or a legal entity that results in the individual person or legal entity buying, otherwise acquiring or obtaining a right to buy more than 10% of the outstanding shares of the Index Company as a consequence of a conversion or otherwise, as determined by the Issuer based on notifications to the competent authorities or on other information determined as relevant by the Issuer;
- (f) the termination of trading in, or early settlement of, option or futures contracts relating to the Index Share on the related exchange or relating to the Index itself or the announcement of such termination or early settlement;
- (g) the becoming known of the intention of the Index Company or of the exchange on which the respective Index Share are traded (provided that the quotations of the prices of the Index Share on such exchange are taken for the calculation of the Index) (the "**exchange**") to terminate the listing of the Index Share on the exchange due to a merger by absorption or by creation, a change of legal form into a company without shares or any other reason or the termination of the listing of the Index Share at the exchange or the announcement of the exchange that the listing of the Index Share at the exchange will terminate immediately or at a later date and that the Index Share will not be admitted, traded or listed at any other exchange which is comparable to the exchange (including the exchange segment, if applicable) immediately following the termination of the listing;
- (h) the Issuer and/or its affiliates (§ 15 of the German Stock Corporation Act (AktG)) are, even following economically reasonable efforts, not in the position (i) to enter, re-enter, replace, maintain, liquidate, acquire or dispose of any transactions or investments that the Issuer considers necessary to hedge its risks resulting from the assumption and performance of its obligations under the Warrants or (ii) to realize, regain or transfer the proceeds resulting from such transactions or investments;

- (i) a procedure is introduced or ongoing pursuant to which all shares or the substantial assets of the Index Company are or are liable to be nationalized or expropriated or otherwise transferred to public agencies, authorities or organizations;
  - (j) the application for insolvency proceedings or for comparable proceedings with regard to the assets of a Index Company according to the applicable law of such company; or
  - (k) any other event being economically comparable to the afore-mentioned events with regard to their effects.
4. If (i) the determination of a Successor Index in accordance with the paragraph 2 is not possible or is unreasonable (*unzumutbar*) for the Issuer or (ii) if the Index Sponsor materially modifies the calculation method of an Index with effect on or after the Issue Date, 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 shares comprising the Index, the market capitalisation or with respect to any other routine measures), then the Issuer is entitled to (a) continue the calculation of the Index on the basis of the former concept of the Index and its last determined level or (b) to terminate and redeem all, but not less than all, the Warrants prematurely in accordance with paragraph 5 on the early termination date (the “**Early Termination Date**”) with a prior notice of seven Payment Business Days in accordance with § 11
5. In the case of an early termination of the Warrants pursuant to paragraph 4 the Warrants shall be redeemed on the Early Termination Date at the early termination amount (the “**Early Termination Amount**”) which shall be calculated by the Issuer in its reasonable discretion (§ 315 German Civil Code (BGB)). The Early Termination Amount shall be notified in accordance with § 11. The rights arising from the Warrants will terminate upon the payment of the Early Termination Amount.
6. The Issuer may at any time purchase Warrants in the market or otherwise. Warrants repurchased by or on behalf of the Issuer may be held by the Issuer, re-issued, resold or surrendered to the Warrant Agent (§ 9) for cancellation.
7. The Issuer reserves the right to issue from time to time without the consent of the Warranholders another tranche of Warrants with substantially identical terms, so that the same shall be consolidated to form a single series and increase the aggregate principal amount of the Warrants. The term “Warrants“ shall, in the event of such consolidation, also comprise such additionally issued Warrants.

## § 6 (PAYMENTS)

1. The Issuer irrevocably undertakes to pay, as and when due, all amounts payable pursuant to these Terms and Conditions.
2. All amounts payable pursuant to these Terms and Conditions will be transmitted by the Clearing System to the Warranholder in accordance with the Clearing Rules. Any payment from the Issuer in accordance with the Clearing Rules shall release the Issuer from its payment obligations under the Warrants in the amount of such payment.
3. If any payment with respect to a Warrant is to be effected on a day other than a Payment Business Day, payment shall be effected on the next following Payment Business Day. In this case, the relevant Warranholder shall neither be entitled to any payment claim nor to any interest claim or other compensation with respect to such delay.

**"Payment Business Day"** means a day on which the Trans-European Automated Real-Time Gross settlement Express Transfer system which utilises a single shared platform (TARGET2) is open and the Clearing System settle payments in the Issue Currency.

4. All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives.

## **§ 7 (TAXES)**

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

## **§ 8 (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).

## **§ 9 (WARRANT AGENTS)**

1. BNP Paribas Securities Services, Grands Moulins de Pantin, 9 rue du Débarcadère, 93500 Pantin, France, shall be the **"Warrant Agent"**. The Issuer shall procure that there will at all times be a Warrant Agent. The Issuer is entitled to appoint other banks of international standing as Warrant Agent or additional warrant agents (together with the Warrant Agent the **"Warrant Agents"**).

Furthermore, the Issuer is entitled to terminate the appointment of the Warrant Agent as well as of additional 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 § 11.

2. The Warrant Agents shall be held responsible for giving, failing to give, or accepting a declaration, or for acting or failing to act, only if, and insofar as, they fail to act with the diligence of a conscientious businessman.
3. The Warrant Agents acting in such capacity, act only as agents of the Issuer. There is no agency or fiduciary relationship between the Warrant Agents on the one hand and the Warrantheolders on the other hand. The Warrant Agents are hereby granted exemption from the restrictions of § 181 of the German Civil Code (BGB) and any similar restrictions of the applicable laws of any other country.

## **§ 10 (SUBSTITUTION OF ISSUER)**

1. Any other company may assume at any time during the life of the Warrants, subject to § 10 paragraph 4, without the Warrantheolders' consent upon notice by the Issuer given through publication in accordance with § 11, all the obligations of the Issuer under these Terms and Conditions.

2. Upon any such substitution, such substitute company (hereinafter called the "**New Issuer**") shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under these Terms and Conditions with the same effect as if the New Issuer had been named as the Issuer herein; the Issuer (and, in the case of a repeated application of this § 10, each previous New Issuer) shall be released from its obligations hereunder and from its liability as obligor under the Warrants.
3. In the event of such substitution, any reference in these Terms and Conditions (except for this § 10) to the "Issuer" shall from then on be deemed to refer to the New Issuer and any reference to the country of the corporate seat of the Issuer which is to be substituted (except for the references in § 13 to the Federal Republic of Germany) shall be deemed to refer to the country of the corporate seat of the New Issuer and the country under the laws of which it is organised.
4. No such assumption shall be permitted unless
  - (a) the New Issuer has agreed to assume all obligations of the Issuer under the Warrants pursuant to these Terms and Conditions;
  - (b) the New Issuer has agreed to indemnify and hold harmless each Warrantholder against any tax, duty, assessment or governmental charge imposed on such Warrantholder in respect of such substitution;
  - (c) the Issuer (in this capacity referred to as the "**Guarantor**") has unconditionally and irrevocably guaranteed to the Warranholders compliance by the New Issuer with all obligations under the Warrants pursuant to these Terms and Conditions;
  - (d) the New Issuer and the Guarantor have obtained all governmental authorisations, approvals, consents and permissions necessary in the jurisdictions in which the Guarantor and/or the New Issuer are domiciled or the country under the laws of which they are organised.
5. Upon any substitution of the Issuer for a New Issuer, this § 10 shall apply again.

## **§ 11 (NOTICES)**

Notices relating to the Warrants shall be published on the internet page [www.warrants.commerzbank.com](http://www.warrants.commerzbank.com) (or on another internet page notified at least six weeks in advance by the Issuer in accordance with this § 11) and shall be deemed to be effective upon such publication unless such publication gives another effective date. If applicable law or regulations of the stock exchange on which the Warrants are listed require a notification in another manner, notices shall also be given in the manner so required.

## **§ 12 (LIMITATION OF LIABILITY)**

The Issuer and the Warrant Agents shall be held responsible for acting or failing to act in connection with the Warrants only if, and insofar as, it either (i) breaches material obligations under or in connection with the Terms and Conditions of the Warrants negligently or willfully or (ii) breaches other obligations with gross negligence or willfully.

## **§ 13 (FINAL CLAUSES)**

1. The Warrants and the rights and duties of the Warranholders, the Issuer and the Warrant Agents shall in all respects be governed by the laws of the Federal Republic of Germany except for § 1 paragraph 2 to 4 of the Terms and Conditions which shall be governed by the laws of the French Republic.



2. The Issuer shall be entitled without the consent of the Warranholders (a) to correct obvious typing, calculation or other errors and (b) to amend or supplement contradictory or incomplete provisions contained in the Terms and Conditions, provided that in the cases of (b) only such amendments and supplements shall be permitted if such amendments or supplements, having regard to the interests of the Issuer, are reasonably acceptable for the Warranholders, i.e. that do not adversely affect the financial situation of the Warranholders materially. Amendments or supplements of these Terms and Conditions have to be notified in accordance with § 11.
3. Should any provision of these Terms and Conditions in whole or in part be or become void or be or become impracticable or incomplete, the other provisions shall remain in force. Void, impracticable or incomplete provisions shall be replaced in accordance with the meaning and purpose of these Terms and Conditions and the economic interest of the parties involved if they cannot be corrected or amended in accordance with paragraph 2.
4. Place of performance is Frankfurt am Main, Federal Republic of Germany.
5. Place of jurisdiction shall be Frankfurt am Main, Federal Republic of Germany.
6. The courts of the Frankfurt am Main, Federal Republic of Germany shall have exclusive jurisdiction over the annulment of lost or destroyed Warrants.
7. The English version of these Terms and Conditions shall be binding. Any translation is for convenience only.

Frankfurt am Main  
06 January 2010

**COMMERZBANK**  
AKTIENGESELLSCHAFT