

**COMMERZBANK AKTIENGESELLSCHAFT**  
Frankfurt am Main

**Final Terms**

dated 28 January 2011

with respect to the

**Base Prospectus**

dated 28 April 2010

relating to

**TURBO Warrants  
relating to Shares  
denominated in EUR**

to be publicly offered in the French Republic and  
to be admitted to trading on a regulated market in the French Republic

***In addition to the information relevant to individual issues, these Final Terms repeat some of the information set out in the Base Prospectus dated 28 April 2010 regarding the Warrants where the Issuer deems such information necessary in order to satisfy the investor's need for information in relation to the respective issue of Warrants.***

## **RISK FACTORS**

The purchase of warrants issued (the "**Warrants**") is associated with certain risks. The information set forth hereinafter merely describes the major risks that are associated with an investment in the Warrants in the Issuer's opinion. In this regard, however, **the Issuer expressly points out that the description of the risks associated with an investment in the Warrants may not be exhaustive.**

In addition, the order in which such risks are presented does not indicate the extent of their potential commercial effects in the event that they are realised, or the likelihood of their realisation. The realisation of one or more of said risks may adversely affect the assets, finances and profits of Commerzbank Aktiengesellschaft or the value of the Warrants themselves.

Moreover, additional risks that are not known at the date of preparation of the Base Prospectus and these Final Terms or are currently believed to be immaterial could likewise have an adverse effect on the value of the Warrants.

The occurrence of one or more of the risks disclosed in the Base Prospectus, any supplement and/or these Final Terms or any additional risks may lead to a material and sustained loss and, depending on the structure of the Warrant, even result in the **total loss** of the investor's capital.

**Investors should purchase the Warrants only if they are able to bear the risk of losing the capital invested, including any transaction costs incurred.**

Potential investors in the Warrants must in each case determine the suitability of the relevant investment in light of their own personal and financial situation. In particular, potential investors should in each case:

- have sufficient knowledge and experience to make a meaningful evaluation of the Warrants, the merits and risks of investing in the Warrants and/or the information contained or incorporated by reference in the Base Prospectus or any applicable supplement and all the information contained in these Final Terms;
- have sufficient financial resources and liquidity to bear all of the risks associated with an investment in the Warrants;
- understand thoroughly the Terms and Conditions pertaining to the Warrants and be familiar with the behaviour of any relevant Underlying and the financial markets; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect the value of their investment and be able to bear the associated risks.

These risk warnings do not substitute advice by the investor's bank or by the investor's legal, business or tax advisers, which should in any event be obtained by the investor in order to be able to assess the consequences of an investment in the Warrants. Investment decisions should not be made solely on the basis of the risk warnings set out in the Base Prospectus, any supplement and/or these Final Terms since such information cannot serve as a substitute for individual advice and information which is tailored to the requirements, objectives, experience, knowledge and circumstances of the investor concerned.

The Warrants are subject to - potentially major - price fluctuations and may involve the risk of a **complete or partial loss** of the invested capital (including any costs incurred in connection with the purchase of the Warrants). Since, in the case of Warrants, the Cash Amount is linked to an Underlying (e.g. a share, index, commodity (e.g. a precious metal), futures contract, bond or currency exchange rate), Warrants are investments that might not be suitable for all investors.

The Warrants may have complex structures, which the investor might not fully understand. The investor might therefore underestimate the actual risk that is associated with a purchase of the Warrants. Therefore, potential investors should study carefully the risks associated with an investment in the Warrants (with regard to the Issuer, the type of Warrants and/or the Underlying, as applicable), as well as any other information contained in the Base Prospectus, any supplements thereto as well as these Final Terms, and possibly consult their personal (including tax) advisors. Prior to purchasing Warrants, potential investors should ensure that they fully understand the mechanics of the relevant Warrants and that they are able to assess and bear the risk of a **(total)** loss of their investment. Prospective purchasers of Warrants should in each case consider carefully whether the Warrants are suitable for them in the light of their individual circumstances and financial position.

It is possible that the performance of the Warrants is adversely affected by several risk factors at the same time. The Issuer, however, is unable to make any reliable prediction on such combined effects.

**Other general risks associated with the purchase of the Warrants (such as factors influencing the price of the Warrants at the time of issue and in the secondary market, conflicts of interest, hedging risks, interest rate and inflationary risks, as well as currency risks) are set out in the detailed provisions of the Base Prospectus dated 28 April 2010.**

### **Special risks relating to TURBO Warrants**

- **General**

TURBO Warrants will grant the investor the right to receive the payment of a Cash Amount corresponding to the difference, possibly converted into EUR, multiplied by the Ratio by which the Reference Price of the Underlying (e.g. a share, index, commodity (e.g. a precious metal), currency exchange rate or futures contract) on the Valuation Date exceeds (in the case of TURBO BULL Warrants) or is exceeded by (in the case of TURBO BEAR Warrants) the Strike set out in the Terms and Conditions. Whether the holder of the Warrants is entitled to a relevant payment will to a significant extent depend upon the performance of the Underlying during the term of the Warrants.

The right to receive the Underlying itself instead of the Cash Amount is excluded.

**In addition, if a Knock-out Event occurs, the Warrants shall be deemed expired without requiring any further action on the part of the Warrantholder (see "Knock-out Event").**

- **Knock-out-Event**

If during the period from and including the Issue Date to and including the Valuation Date, a price of the Underlying is equal to or below (in the case of TURBO BULL Warrants) or is equal to or above (in the case of TURBO BEAR Warrants) the Knock-Out-Barrier set out in the Terms and Conditions (the "**Knock-out Event**"), the Warrants shall expire without requiring any further action on behalf of the Warrantholder. In such case the Warrants will expire worthless.

- **Loss risks**

Warrants are particularly risky investment instruments that entail the risk of a complete loss of the purchase price paid for the Warrants. There is no guarantee that the price of the Underlying will move in the desired direction and that a positive return will be achieved. Rather, it is possible that the value of the Warrants may fall below the value that the Warrants had at the time of purchase by the Warrantholder.

**In the case of a Knock-out Event, the Warrantholder will incur a loss that will correspond to the full purchase price paid for the Warrant.**

In addition, any economic considerations regarding an investment in the Warrants must also take into account the costs associated with their purchase or sale.

In addition, investors bear the risk that the Issuer's financial situation may deteriorate - or that insolvency proceedings might be instituted with regard to its assets - and that the Issuer might therefore default on the payments due under the Warrants.

- **Adjustments and Termination by the Issuer**

Subject to particular circumstances as described in greater detail in the Terms and Conditions, the Issuer may be entitled to perform certain adjustments. Such adjustments may have an adverse effect on the value of the Warrants.

Among other things, in the case of a dividend distribution relating to a share, the Strike and the Knock-Out-Barrier will be adjusted in the Issuer's reasonable discretion (§ 315 German Civil Code (*BGB*)). Such an Adjustment shall take effect on the day on which the relevant Underlying is traded ex dividend on the Relevant Exchange.

Holders of TURBO BEAR Warrants should note that an Adjustment of the Terms and Conditions relating to the Strike and the Knock-Out-Barrier may trigger a Knock-out Event regarding the relevant TURBO BEAR Warrant if the price of the Underlying on the Relevant Exchange does not, or not fully, reflect the dividend markdown.

In addition, the Issuer may be entitled to early terminate the Warrants in accordance with the Terms and Conditions. In that case, the Warrants will expire prematurely. If the Issuer gives notice of termination regarding the Warrants, all outstanding Warrants shall be redeemed at the Termination Amount. The Issuer shall determine the Termination Amount for the Warrants in its reasonable discretion (§ 315 German Civil Code (*BGB*)) by taking into account applicable market conditions, any proceeds realised by the Issuer in connection with transactions concluded by it in its reasonable discretion (§ 315 German Civil Code (*BGB*)) for hedging measures in relation to the assumption and fulfilment of obligations under the Warrants (the "**Hedging Transactions**"), and by deducting those expenses of the Issuer that are required for winding up the Hedging Transactions in its reasonable discretion (§ 315 German Civil Code (*BGB*)).

- **Continuing Price of the Underlying and Price of the Underlying on the Valuation Date**

In order to assess the extent to which the price of the Underlying, at any time on or after the Issue Date of the Warrants, has fallen to or below (in the case of TURBO BULL Warrants) or risen to or above (in the case of TURBO BEAR Warrants) the stipulated Knock-Out-Barrier, all determined and published prices of the Underlying shall be used, while for the comparison of the Strike and the price of the Underlying at the security's maturity in the context of the calculation of the Cash Amount, only the Reference Price of the Underlying on the Valuation Date as defined in the Terms and Conditions shall be relevant.

- **No regular income**

The Warrants represent neither a claim to interest nor dividend payments and thus do **not** generate any regular income. This means that it may not be possible to compensate for potential value losses associated with an investment in the Warrants through income generated in connection therewith.

- **Warrants are unsecured obligations (Status)**

The obligations under the Warrants constitute direct and unconditional obligations of the Issuer that are not subject to a real charge (*nicht dinglich besichert*) and, unless otherwise provided by applicable law, rank at least *pari passu* with all other unsubordinated obligations of the Issuer that are not subject to a real charge. They are neither secured by the Deposit Protection Fund of the Association of German Banks (*Einlagensicherungsfonds des Bundesverbands deutscher Banken e.V.*) nor by the German Deposit Guarantee and Investor Compensation Act (*Einlagensicherungs- und Anlegerentschädigungsgesetz*).

This means that the investor bears the risk that the Issuer's financial situation may worsen - or that insolvency proceedings might be instituted with regard to its assets - and that the Issuer therefore might be unable to make any payments due under the Warrants. **Under these circumstances, a total loss of the investor's capital might be possible.**

- **Risk factors relating to the Underlying**

The value of a Warrant's Underlying depends upon a number of factors that may be interconnected.

These may include economic, financial and political events beyond the Issuer's control.

The past performance of an Underlying should not be regarded as an indicator of its future performance during the term of the Warrants.

Warrants relating to shares are associated with particular risks beyond the Issuer's control, such as the risk that the respective company will be rendered insolvent, the risk that the share price will fluctuate or risks that occur in relation to dividend payments by the company. The performance of the shares depends to a very significant extent on developments on the capital markets, which in turn depend on the general global economic situation and more specific economic and political conditions. Shares in companies with low to medium market capitalisation may be subject to even higher risks (e.g. relating to their volatility or insolvency) than is the case for shares in larger companies. Moreover, shares in companies with low capitalisation may be extremely illiquid as a result of low trading volumes.

Shares in companies which have their statutory seat or significant business operations in countries with limited certainty of law are subject to additional risks such as, for instance, government interventions or nationalisation which may lead to a total or partial loss of the invested capital or of access to the capital invested in that country. This may result in a total or partial loss in relation to the value of the share. The realisation of such risks may also result in a total or partial loss of the invested capital for holders of Warrants that are linked to such shares.

Holders of Warrants that are linked to shares, unlike investors which directly invest in the shares, do not receive dividends or other distributions payable to the holders of the underlying shares.

If the Underlying consists of securities in lieu of shares (e.g. American Depositary Receipts ("**ADRs**") or Global Depositary Receipts ("**GDRs**"), together "**Depositary Receipts**"), additional risks might occur. ADRs are securities issued in the United States of America that take the form of participation certificates in relation to a portfolio of shares held in the home country of the issuer of the underlying shares outside the United States. GDRs are also securities that take the form of participation certificates in relation to a portfolio of shares held in the home country of the issuer of the underlying shares. They normally differ from the participation certificates referred to as ADRs in that they are publicly offered and/or issued outside the United States of America. Each Depositary Receipt represents one or more shares or a fraction of a security in a foreign corporation. In the case of both types of Depositary Receipt, the legal owner of the underlying share is the depositary bank, which also acts as the issuing agent of the Depositary Receipts.

Depending on the jurisdiction in which the Depositary Receipts were issued and the laws by which the depositary contract is governed, it cannot be ruled out that the holder of the Depositary Receipts may not be recognised as the actual beneficial owner of the underlying shares in the relevant jurisdiction. Particularly in the case that the depositary bank becomes insolvent and/or debt enforcement proceedings are initiated with regard to it, the relevant underlying shares may be subjected to disposal restrictions and/or utilised commercially in the context of debt enforcement measure undertaken against the depositary bank. In that case, the relevant holder will forfeit the rights in the Underlying shares represented by the relevant Depositary Receipt. This means that the Depositary Receipt as underlying will be rendered worthless, so that the securities relating to that Depositary Receipt (except in the case of reverse structures) will also be rendered worthless. In such a scenario, the investor faces a risk of total loss subject to a possible unconditional minimum repayment amount or other (partial) capital protection.

It must also be taken into account that the depositary bank may stop offering Depositary Receipts at any time and that, in that case or if the depositary bank becomes insolvent, the issuer of these Warrants will, subject to more detailed provisions set out in the Terms and Conditions of the Warrants, be entitled to adjust the Terms and Conditions and/or terminate the Warrants.

## GENERAL INFORMATION

### Prospectus liability

Commerzbank Aktiengesellschaft (the "**Issuer**", the "**Bank**" or "**Commerzbank**", together with its consolidated subsidiaries "**Commerzbank Group**" or the "**Group**") with its registered office at Frankfurt am Main, Federal Republic of Germany, accepts responsibility for the information contained in these Final Terms. The Issuer hereby declares that the information contained in these Final Terms is, to the best of its knowledge, in accordance with the facts and contains no material omission. The Issuer has 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 these Final Terms, the Warrants and, if given or made, such information or representation must not be relied upon as having been authorized by the Issuer. The information contained herein relates to the date of the Final Terms and may have become inaccurate and/or incomplete as a result of subsequent changes.

### Availability of Documents

The Base Prospectus dated 28 April 2010 and any supplements thereto and these Final Terms will be made available in electronic form on the website of Commerzbank Aktiengesellschaft at [www.warrants.commerzbank.com](http://www.warrants.commerzbank.com). Hardcopies of the Base Prospectus may be requested free of charge from the Issuer's head office (Kaiserstraße 16 (Kaiserplatz), 60311 Frankfurt am Main, Federal Republic of Germany).

Furthermore, the Articles of Association of Commerzbank Aktiengesellschaft in their current version, the Annual Reports of the Commerzbank Group and the Financial Statements and Management Reports of Commerzbank Aktiengesellschaft for the financial years of 2008 and 2009 as well as the Interim Report of the Commerzbank Group for the period ended 30 September 2010 (reviewed by an auditor) will be available for inspection at the Issuer's head office (Kaiserstraße 16 (Kaiserplatz), 60311 Frankfurt am Main, Federal Republic of Germany) or for electronic viewing at [www.commerzbank.com](http://www.commerzbank.com) for a period of twelve months following the date of the Base Prospectus.

### Offer and Sale

Commerzbank publicly offers in the French Republic from 28 January 2011 Turbo Warrants relating to Shares denominated in EUR each with an issue size of 1,000,000 at an initial issue price per series of Warrants as detailed below.

### Characteristics

Type	ISIN	Share	Strike (=Knock-out Level)	Exercise Date	Relevant Exchange	Ratio	Initial Issue Price
BULL	DE000CM468A2	Shares of ArcelorMittal S.A. (ISIN LU0323134006)	EUR 25.00	15.06.2011	Euronext Amsterdam N.V.	0.1	EUR 0.19
BULL	DE000CM468B0	Shares of ArcelorMittal S.A. (ISIN LU0323134006)	EUR 22.00	15.06.2011	Euronext Amsterdam N.V.	0.1	EUR 0.49
BEAR	DE000CM468C8	Shares of ArcelorMittal S.A. (ISIN LU0323134006)	EUR 30.00	15.06.2011	Euronext Amsterdam N.V.	0.1	EUR 0.31
BULL	DE000CM468D6	Shares of Air France-KLM (ISIN FR0000031122)	EUR 12.00	15.06.2011	Euronext Paris S.A.	0.2	EUR 0.32
BEAR	DE000CM468E4	Shares of Air France-KLM (ISIN FR0000031122)	EUR 16.00	15.06.2011	Euronext Paris S.A.	0.2	EUR 0.48
BULL	DE000CM468F1	Shares of Air Liquide S.A. (ISIN FR0000120073)	EUR 84.00	15.06.2011	Euronext Paris S.A.	0.05	EUR 0.47

Type	ISIN	Share	Strike (=Knock-out Level)	Exercise Date	Relevant Exchange	Ratio	Initial Issue Price
BEAR	DE000CM468G9	Shares of Air Liquide S.A. (ISIN FR0000120073)	EUR 100.00	15.06.2011	Euronext Paris S.A.	0.05	EUR 0.33
BULL	DE000CM468H7	Shares of Alcatel-Lucent S.A. (ISIN FR0000130007)	EUR 2.10	15.06.2011	Euronext Paris S.A.	1.0	EUR 0.34
BULL	DE000CM468J3	Shares of Alcatel-Lucent S.A. (ISIN FR0000130007)	EUR 2.30	15.06.2011	Euronext Paris S.A.	1.0	EUR 0.14
BEAR	DE000CM468K1	Shares of Alcatel-Lucent S.A. (ISIN FR0000130007)	EUR 2.60	15.06.2011	Euronext Paris S.A.	1.0	EUR 0.17
BULL	DE000CM468L9	Shares of Alstom S.A. (ISIN FR0010220475)	EUR 36.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.56
BULL	DE000CM468M7	Shares of Alstom S.A. (ISIN FR0010220475)	EUR 39.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.26
BEAR	DE000CM468N5	Shares of Alstom S.A. (ISIN FR0010220475)	EUR 46.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.44
BULL	DE000CM468P0	Shares of AXA S.A. (ISIN FR0000120628)	EUR 12.00	15.06.2011	Euronext Paris S.A.	0.2	EUR 0.66
BULL	DE000CM468Q8	Shares of AXA S.A. (ISIN FR0000120628)	EUR 14.00	15.06.2011	Euronext Paris S.A.	0.2	EUR 0.26
BEAR	DE000CM468R6	Shares of AXA S.A. (ISIN FR0000120628)	EUR 17.00	15.06.2011	Euronext Paris S.A.	0.2	EUR 0.34
BULL	DE000CM468S4	Shares of BNP Paribas S.A. (ISIN FR0000131104)	EUR 48.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.69
BULL	DE000CM468T2	Shares of BNP Paribas S.A. (ISIN FR0000131104)	EUR 52.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.29
BEAR	DE000CM468U0	Shares of BNP Paribas S.A. (ISIN FR0000131104)	EUR 63.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.82
BULL	DE000CM468V8	Shares of BOUYGUES S.A. (ISIN FR0000120503)	EUR 32.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.27
BEAR	DE000CM468W6	Shares of BOUYGUES S.A. (ISIN FR0000120503)	EUR 40.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.53
BULL	DE000CM468X4	Shares of Cap Gemini S.A. (ISIN FR0000125338)	EUR 35.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.25
BEAR	DE000CM468Y2	Shares of Cap Gemini S.A. (ISIN FR0000125338)	EUR 40.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.25
BULL	DE000CM468Z9	Shares of Carrefour S.A. (ISIN FR0000120172)	EUR 31.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.30
BULL	DE000CM469A0	Shares of Carrefour S.A. (ISIN FR0000120172)	EUR 27.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.70
BEAR	DE000CM469B8	Shares of Carrefour S.A. (ISIN FR0000120172)	EUR 38.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.40
BULL	DE000CM469C6	Shares of European Aeronautic Defence and Space Company EADS N.V. (ISIN NL0000235190)	EUR 19.00	15.06.2011	Euronext Paris S.A.	0.2	EUR 0.33
BULL	DE000CM469D4	Shares of European Aeronautic Defence and Space Company EADS N.V. (ISIN NL0000235190)	EUR 16.00	15.06.2011	Euronext Paris S.A.	0.2	EUR 0.93
BEAR	DE000CM469E2	Shares of European Aeronautic Defence and Space Company EADS N.V. (ISIN NL0000235190)	EUR 24.00	15.06.2011	Euronext Paris S.A.	0.2	EUR 0.67
BULL	DE000CM469F9	Shares of Crédit Agricole S.A. (ISIN FR0000045072)	EUR 10.00	15.06.2011	Euronext Paris S.A.	0.2	EUR 0.18
BEAR	DE000CM469G7	Shares of Crédit Agricole S.A. (ISIN FR0000045072)	EUR 12.50	15.06.2011	Euronext Paris S.A.	0.2	EUR 0.32

Type	ISIN	Share	Strike (=Knock-out Level)	Exercise Date	Relevant Exchange	Ratio	Initial Issue Price
BULL	DE000CM469H5	Shares of EDF S.A. (ISIN FR0010242511)	EUR 29.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.34
BEAR	DE000CM469J1	Shares of EDF S.A. (ISIN FR0010242511)	EUR 37.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.46
BULL	DE000CM469K9	Shares of France Télécom S.A. (ISIN FR0000133308)	EUR 14.50	15.06.2011	Euronext Paris S.A.	0.2	EUR 0.37
BEAR	DE000CM469L7	Shares of France Télécom S.A. (ISIN FR0000133308)	EUR 17.00	15.06.2011	Euronext Paris S.A.	0.2	EUR 0.13
BULL	DE000CM469M5	Shares of GDF Suez S.A. (ISIN FR0010208488)	EUR 27.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.28
BEAR	DE000CM469N3	Shares of GDF Suez S.A. (ISIN FR0010208488)	EUR 32.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.22
BULL	DE000CM469P8	Shares of Compagnie Générale des Etablissements Michelin (ISIN FR0000121261)	EUR 52.00	15.06.2011	Euronext Paris S.A.	0.05	EUR 0.13
BEAR	DE000CM469Q6	Shares of Compagnie Générale des Etablissements Michelin (ISIN FR0000121261)	EUR 60.00	15.06.2011	Euronext Paris S.A.	0.05	EUR 0.27
BULL	DE000CM469R4	Shares of Lafarge S.A. (ISIN FR0000120537)	EUR 43.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.31
BEAR	DE000CM469S2	Shares of Lafarge S.A. (ISIN FR0000120537)	EUR 54.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.79
BULL	DE000CM469T0	Shares of LVMH Moët Hennessy Louis Vuitton S.A. (ISIN FR0000121014)	EUR 105.00	15.06.2011	Euronext Paris S.A.	0.05	EUR 0.57
BEAR	DE000CM469U8	Shares of LVMH Moët Hennessy Louis Vuitton S.A. (ISIN FR0000121014)	EUR 125.00	15.06.2011	Euronext Paris S.A.	0.05	EUR 0.44
BULL	DE000CM469V6	Shares of Peugeot S.A. (ISIN FR0000121501)	EUR 30.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.19
BEAR	DE000CM469W4	Shares of Peugeot S.A. (ISIN FR0000121501)	EUR 34.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.21
BULL	DE000CM469X2	Shares of PPR SA (ISIN FR0000121485)	EUR 100.00	15.06.2011	Euronext Paris S.A.	0.05	EUR 0.78
BEAR	DE000CM469Y0	Shares of PPR SA (ISIN FR0000121485)	EUR 125.00	15.06.2011	Euronext Paris S.A.	0.05	EUR 0.48
BULL	DE000CM469Z7	Shares of Renault S.A. (ISIN FR0000131906)	EUR 46.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.37
BEAR	DE000CM46A08	Shares of Renault S.A. (ISIN FR0000131906)	EUR 55.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.53
BULL	DE000CM46A16	Shares of Sanofi-Aventis S.A. (ISIN FR0000120578)	EUR 48.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.32
BEAR	DE000CM46A24	Shares of Sanofi-Aventis S.A. (ISIN FR0000120578)	EUR 60.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.88
BULL	DE000CM46A32	Shares of Compagnie de Saint-Gobain S.A (ISIN FR0000125007)	EUR 39.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.46
BEAR	DE000CM46A40	Shares of Compagnie de Saint-Gobain S.A (ISIN FR0000125007)	EUR 47.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.34
BULL	DE000CM46A57	Shares of Société Générale S.A. (ISIN FR0000130809)	EUR 41.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.60
BULL	DE000CM46A65	Shares of Société Générale S.A. (ISIN FR0000130809)	EUR 44.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.30
BEAR	DE000CM46A73	Shares of Société Générale S.A. (ISIN FR0000130809)	EUR 51.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.40



Type	ISIN	Share	Strike (=Knock-out Level)	Exercise Date	Relevant Exchange	Ratio	Initial Issue Price
BULL	DE000CM46A81	Shares of Technip S.A. (ISIN FR0000131708)	EUR 61.00	15.06.2011	Euronext Paris S.A.	0.05	EUR 0.40
BULL	DE000CM46A99	Shares of Technip S.A. (ISIN FR0000131708)	EUR 65.00	15.06.2011	Euronext Paris S.A.	0.05	EUR 0.20
BULL	DE000CM46AA9	Shares of Total S.A. (ISIN FR0000120271)	EUR 39.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.40
BEAR	DE000CM46AB7	Shares of Total S.A. (ISIN FR0000120271)	EUR 49.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.60
BULL	DE000CM46AC5	Shares of Vallourec S.A. (ISIN FR0000120354)	EUR 75.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.52
BEAR	DE000CM46AD3	Shares of Vallourec S.A. (ISIN FR0000120354)	EUR 85.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.48
BULL	DE000CM46AE1	Shares of VINCI S.A. (ISIN FR0000125486)	EUR 37.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.64
BULL	DE000CM46AF8	Shares of VINCI S.A. (ISIN FR0000125486)	EUR 40.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.34
BEAR	DE000CM46AG6	Shares of VINCI S.A. (ISIN FR0000125486)	EUR 50.00	15.06.2011	Euronext Paris S.A.	0.1	EUR 0.66
BULL	DE000CM46AH4	Shares of Vivendi S.A. (ISIN FR0000127771)	EUR 20.00	15.06.2011	Euronext Paris S.A.	0.2	EUR 0.40
BEAR	DE000CM46AJ0	Shares of Vivendi S.A. (ISIN FR0000127771)	EUR 24.00	15.06.2011	Euronext Paris S.A.	0.2	EUR 0.40

### Calculation Agent

In cases requiring calculation, Commerzbank acts as the Calculation Agent.

### Securitisation

The Warrants are issued in dematerialized form. Title to the Warrants will be evidenced by book entries (*dématisation*) in accordance with the provisions of the French Monetary and Financial Code relating to Holding of Securities (*inscription en compte*) (currently, Articles L. 211-3 *et seq.* and R. 211-1 *et seq.* of the French Monetary and Financial Code). No physical document of title (including certificats représentatifs pursuant to Article R. 211-7 of the French Monetary and Financial Code) will be issued in respect of the Warrants.

Transfers of the Warrants and other registration measures shall be made in accordance with the French Monetary and Financial Code, the regulations, rules and operating procedures applicable to and/or issued by Euroclear France, 115 rue Réaumur, 75081 Paris, France.

### Minimum Trading Unit

One (1) Warrant

### Listing

The application for the listing and trading of the Warrants on Euronext Paris S.A. has been submitted. The first day of trading is envisaged to take place on 28 January 2011.

### Payment Date

28 January 2011

### Information regarding the underlying

The asset underlying the TURBO Warrants are the shares detailed in the above table. Information on

the shares and the respective companies can be obtained from the internet page [www.commerzbank.com](http://www.commerzbank.com).

### **TAXATION**

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

## TERMS AND CONDITIONS

### § 1 FORM

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

### § 2 DEFINITIONS

1. For the purposes of these Terms and Conditions, the following definitions shall apply (subject to an adjustment in accordance with § 4):
  - "**Exchange Business Day**" shall be a day on which the Relevant Exchange and the Futures Exchange are open for trading during their respective regular trading sessions, notwithstanding the Relevant Exchange or Futures Exchange closing prior to its scheduled weekday closing time. Any trading or trading activities after or before the regular trading sessions on the Relevant Exchange or the Futures Exchange will not be taken into account.
  - "**Exercise Date**" shall be the day set out in paragraph 2.
  - "**Issue Date**" shall be 28 January 2011.
  - "**Knock-Out-Barrier**" shall be equal to the relevant Strike.
  - "**Market Disruption Event**" means the occurrence or existence of any suspension of, or limitation imposed on, trading in (a) the Share on the Relevant Exchange, or (b) any options or futures contracts relating to the Share on the Futures Exchange (if such options or futures contracts are traded on the Futures Exchange), provided that any such suspension or limitation is material in the reasonable discretion of the Issuer (§ 315 German Civil Code (*BGB*)). The occurrence of a Market Disruption Event shall be published in accordance with § 9.

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

Market Disruption Event if such limitation still prevails at the time of termination of the trading hours on such date.

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

"**Ratio**" shall be expressed as a decimal figure and be the ratio set out in paragraph 2.

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

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

The "**Strike**" shall be the price set out in paragraph 2.

The "**Underlying**" shall be the security referred to in paragraph 2. (the "**Share**").

The "**Valuation Date**" shall be the Exercise Date.

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

If, according to the before-mentioned, the Valuation Date is postponed for three consecutive Exchange Business Days, and if also on such day the Reference Price of the Share is not determined and published by the Relevant Exchange or a Market Disruption Event occurs on such day, then this day shall be deemed to be the Valuation Date and the Issuer shall estimate the Reference Price of the Share in its reasonable discretion (§ 315 German Civil Code (*BGB*)), and in consideration of the prevailing market conditions on such day and make a notification thereof in accordance with § 9.

2. For each series of Warrants the terms "Share", "Strike", "Exercise Date", "Relevant Exchange" and "Ratio" shall have the following meaning:

Type	ISIN	Share	Strike	Exercise Date	Relevant Exchange	Ratio
BULL	DE000CM468A2	Shares of ArcelorMittal S.A. (ISIN LU0323134006)	EUR 25.00	15.06.2011	Euronext Amsterdam N.V.	0.1
BULL	DE000CM468B0	Shares of ArcelorMittal S.A. (ISIN LU0323134006)	EUR 22.00	15.06.2011	Euronext Amsterdam N.V.	0.1
BEAR	DE000CM468C8	Shares of ArcelorMittal S.A. (ISIN LU0323134006)	EUR 30.00	15.06.2011	Euronext Amsterdam N.V.	0.1
BULL	DE000CM468D6	Shares of Air France-KLM (ISIN FR0000031122)	EUR 12.00	15.06.2011	Euronext Paris S.A.	0.2
BEAR	DE000CM468E4	Shares of Air France-KLM (ISIN FR0000031122)	EUR 16.00	15.06.2011	Euronext Paris S.A.	0.2
BULL	DE000CM468F1	Shares of Air Liquide S.A. (ISIN FR0000120073)	EUR 84.00	15.06.2011	Euronext Paris S.A.	0.05
BEAR	DE000CM468G9	Shares of Air Liquide S.A. (ISIN FR0000120073)	EUR 100.00	15.06.2011	Euronext Paris S.A.	0.05
BULL	DE000CM468H7	Shares of Alcatel-Lucent S.A. (ISIN FR0000130007)	EUR 2.10	15.06.2011	Euronext Paris S.A.	1.0
BULL	DE000CM468J3	Shares of Alcatel-Lucent S.A. (ISIN FR0000130007)	EUR 2.30	15.06.2011	Euronext Paris S.A.	1.0

Type	ISIN	Share	Strike	Exercise Date	Relevant Exchange	Ratio
BEAR	DE000CM468K1	Shares of Alcatel-Lucent S.A. (ISIN FR0000130007)	EUR 2.60	15.06.2011	Euronext Paris S.A.	1.0
BULL	DE000CM468L9	Shares of Alstom S.A. (ISIN FR0010220475)	EUR 36.00	15.06.2011	Euronext Paris S.A.	0.1
BULL	DE000CM468M7	Shares of Alstom S.A. (ISIN FR0010220475)	EUR 39.00	15.06.2011	Euronext Paris S.A.	0.1
BEAR	DE000CM468N5	Shares of Alstom S.A. (ISIN FR0010220475)	EUR 46.00	15.06.2011	Euronext Paris S.A.	0.1
BULL	DE000CM468P0	Shares of AXA S.A. (ISIN FR0000120628)	EUR 12.00	15.06.2011	Euronext Paris S.A.	0.2
BULL	DE000CM468Q8	Shares of AXA S.A. (ISIN FR0000120628)	EUR 14.00	15.06.2011	Euronext Paris S.A.	0.2
BEAR	DE000CM468R6	Shares of AXA S.A. (ISIN FR0000120628)	EUR 17.00	15.06.2011	Euronext Paris S.A.	0.2
BULL	DE000CM468S4	Shares of BNP Paribas S.A. (ISIN FR0000131104)	EUR 48.00	15.06.2011	Euronext Paris S.A.	0.1
BULL	DE000CM468T2	Shares of BNP Paribas S.A. (ISIN FR0000131104)	EUR 52.00	15.06.2011	Euronext Paris S.A.	0.1
BEAR	DE000CM468U0	Shares of BNP Paribas S.A. (ISIN FR0000131104)	EUR 63.00	15.06.2011	Euronext Paris S.A.	0.1
BULL	DE000CM468V8	Shares of BOUYGUES S.A. (ISIN FR0000120503)	EUR 32.00	15.06.2011	Euronext Paris S.A.	0.1
BEAR	DE000CM468W6	Shares of BOUYGUES S.A. (ISIN FR0000120503)	EUR 40.00	15.06.2011	Euronext Paris S.A.	0.1
BULL	DE000CM468X4	Shares of Cap Gemini S.A. (ISIN FR0000125338)	EUR 35.00	15.06.2011	Euronext Paris S.A.	0.1
BEAR	DE000CM468Y2	Shares of Cap Gemini S.A. (ISIN FR0000125338)	EUR 40.00	15.06.2011	Euronext Paris S.A.	0.1
BULL	DE000CM468Z9	Shares of Carrefour S.A. (ISIN FR0000120172)	EUR 31.00	15.06.2011	Euronext Paris S.A.	0.1
BULL	DE000CM469A0	Shares of Carrefour S.A. (ISIN FR0000120172)	EUR 27.00	15.06.2011	Euronext Paris S.A.	0.1
BEAR	DE000CM469B8	Shares of Carrefour S.A. (ISIN FR0000120172)	EUR 38.00	15.06.2011	Euronext Paris S.A.	0.1
BULL	DE000CM469C6	Shares of European Aeronautic Defence and Space Company EADS N.V. (ISIN NL0000235190)	EUR 19.00	15.06.2011	Euronext Paris S.A.	0.2
BULL	DE000CM469D4	Shares of European Aeronautic Defence and Space Company EADS N.V. (ISIN NL0000235190)	EUR 16.00	15.06.2011	Euronext Paris S.A.	0.2
BEAR	DE000CM469E2	Shares of European Aeronautic Defence and Space Company EADS N.V. (ISIN NL0000235190)	EUR 24.00	15.06.2011	Euronext Paris S.A.	0.2
BULL	DE000CM469F9	Shares of Crédit Agricole S.A. (ISIN FR0000045072)	EUR 10.00	15.06.2011	Euronext Paris S.A.	0.2
BEAR	DE000CM469G7	Shares of Crédit Agricole S.A. (ISIN FR0000045072)	EUR 12.50	15.06.2011	Euronext Paris S.A.	0.2
BULL	DE000CM469H5	Shares of EDF S.A. (ISIN FR0010242511)	EUR 29.00	15.06.2011	Euronext Paris S.A.	0.1

Type	ISIN	Share	Strike	Exercise Date	Relevant Exchange	Ratio
BEAR	DE000CM469J1	Shares of EDF S.A. (ISIN FR0010242511)	EUR 37.00	15.06.2011	Euronext Paris S.A.	0.1
BULL	DE000CM469K9	Shares of France Télécom S.A. (ISIN FR0000133308)	EUR 14.50	15.06.2011	Euronext Paris S.A.	0.2
BEAR	DE000CM469L7	Shares of France Télécom S.A. (ISIN FR0000133308)	EUR 17.00	15.06.2011	Euronext Paris S.A.	0.2
BULL	DE000CM469M5	Shares of GDF Suez S.A. (ISIN FR0010208488)	EUR 27.00	15.06.2011	Euronext Paris S.A.	0.1
BEAR	DE000CM469N3	Shares of GDF Suez S.A. (ISIN FR0010208488)	EUR 32.00	15.06.2011	Euronext Paris S.A.	0.1
BULL	DE000CM469P8	Shares of Compagnie Générale des Etablissements Michelin (ISIN FR0000121261)	EUR 52.00	15.06.2011	Euronext Paris S.A.	0.05
BEAR	DE000CM469Q6	Shares of Compagnie Générale des Etablissements Michelin (ISIN FR0000121261)	EUR 60.00	15.06.2011	Euronext Paris S.A.	0.05
BULL	DE000CM469R4	Shares of Lafarge S.A. (ISIN FR0000120537)	EUR 43.00	15.06.2011	Euronext Paris S.A.	0.1
BEAR	DE000CM469S2	Shares of Lafarge S.A. (ISIN FR0000120537)	EUR 54.00	15.06.2011	Euronext Paris S.A.	0.1
BULL	DE000CM469T0	Shares of LVMH Moët Hennessy Louis Vuitton S.A. (ISIN FR0000121014)	EUR 105.00	15.06.2011	Euronext Paris S.A.	0.05
BEAR	DE000CM469U8	Shares of LVMH Moët Hennessy Louis Vuitton S.A. (ISIN FR0000121014)	EUR 125.00	15.06.2011	Euronext Paris S.A.	0.05
BULL	DE000CM469V6	Shares of Peugeot S.A. (ISIN FR0000121501)	EUR 30.00	15.06.2011	Euronext Paris S.A.	0.1
BEAR	DE000CM469W4	Shares of Peugeot S.A. (ISIN FR0000121501)	EUR 34.00	15.06.2011	Euronext Paris S.A.	0.1
BULL	DE000CM469X2	Shares of PPR SA (ISIN FR0000121485)	EUR 100.00	15.06.2011	Euronext Paris S.A.	0.05
BEAR	DE000CM469Y0	Shares of PPR SA (ISIN FR0000121485)	EUR 125.00	15.06.2011	Euronext Paris S.A.	0.05
BULL	DE000CM469Z7	Shares of Renault S.A. (ISIN FR0000131906)	EUR 46.00	15.06.2011	Euronext Paris S.A.	0.1
BEAR	DE000CM46A08	Shares of Renault S.A. (ISIN FR0000131906)	EUR 55.00	15.06.2011	Euronext Paris S.A.	0.1
BULL	DE000CM46A16	Shares of Sanofi-Aventis S.A. (ISIN FR0000120578)	EUR 48.00	15.06.2011	Euronext Paris S.A.	0.1
BEAR	DE000CM46A24	Shares of Sanofi-Aventis S.A. (ISIN FR0000120578)	EUR 60.00	15.06.2011	Euronext Paris S.A.	0.1
BULL	DE000CM46A32	Shares of Compagnie de Saint-Gobain S.A (ISIN FR0000125007)	EUR 39.00	15.06.2011	Euronext Paris S.A.	0.1
BEAR	DE000CM46A40	Shares of Compagnie de Saint-Gobain S.A (ISIN FR0000125007)	EUR 47.00	15.06.2011	Euronext Paris S.A.	0.1
BULL	DE000CM46A57	Shares of Société Générale S.A. (ISIN FR0000130809)	EUR 41.00	15.06.2011	Euronext Paris S.A.	0.1
BULL	DE000CM46A65	Shares of Société Générale S.A. (ISIN FR0000130809)	EUR 44.00	15.06.2011	Euronext Paris S.A.	0.1

Type	ISIN	Share	Strike	Exercise Date	Relevant Exchange	Ratio
BEAR	DE000CM46A73	Shares of Société Générale S.A. (ISIN FR0000130809)	EUR 51.00	15.06.2011	Euronext Paris S.A.	0.1
BULL	DE000CM46A81	Shares of Technip S.A. (ISIN FR0000131708)	EUR 61.00	15.06.2011	Euronext Paris S.A.	0.05
BULL	DE000CM46A99	Shares of Technip S.A. (ISIN FR0000131708)	EUR 65.00	15.06.2011	Euronext Paris S.A.	0.05
BULL	DE000CM46AA9	Shares of Total S.A. (ISIN FR0000120271)	EUR 39.00	15.06.2011	Euronext Paris S.A.	0.1
BEAR	DE000CM46AB7	Shares of Total S.A. (ISIN FR0000120271)	EUR 49.00	15.06.2011	Euronext Paris S.A.	0.1
BULL	DE000CM46AC5	Shares of Vallourec S.A. (ISIN FR0000120354)	EUR 75.00	15.06.2011	Euronext Paris S.A.	0.1
BEAR	DE000CM46AD3	Shares of Vallourec S.A. (ISIN FR0000120354)	EUR 85.00	15.06.2011	Euronext Paris S.A.	0.1
BULL	DE000CM46AE1	Shares of VINCI S.A. (ISIN FR0000125486)	EUR 37.00	15.06.2011	Euronext Paris S.A.	0.1
BULL	DE000CM46AF8	Shares of VINCI S.A. (ISIN FR0000125486)	EUR 40.00	15.06.2011	Euronext Paris S.A.	0.1
BEAR	DE000CM46AG6	Shares of VINCI S.A. (ISIN FR0000125486)	EUR 50.00	15.06.2011	Euronext Paris S.A.	0.1
BULL	DE000CM46AH4	Shares of Vivendi S.A. (ISIN FR0000127771)	EUR 20.00	15.06.2011	Euronext Paris S.A.	0.2
BEAR	DE000CM46AJ0	Shares of Vivendi S.A. (ISIN FR0000127771)	EUR 24.00	15.06.2011	Euronext Paris S.A.	0.2

### § 3 OPTION RIGHT

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

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

(in the case of TURBO BULL Warrants)

or

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

(in the case of TURBO BEAR Warrants)

where

$\text{Underlying}_{\text{final}}$  = the Reference Price of the Underlying on the Valuation Date

- If during the period from and including the Issue Date to and including the Valuation Date, on a day on which no Market Disruption Event occurs, a price of the Share as determined and published by the Relevant Exchange is at least once equal to or below the Knock-Out-Barrier (in the case of TURBO BULL Warrants) or equal to or above the Knock-Out-Barrier (in the case of TURBO BEAR Warrants) (the "**Knock-out Event**"), the Option Right pursuant to paragraph 1 shall lapse.

If a Knock-out Event occurs, the Warrants will expire worthless.

3. The Option Right shall be deemed to be automatically exercised on the Exercise Date, provided that the Cash Amount is a positive amount at that time.
4. The Issuer shall pay the Cash Amount to the Warrantholders not later than the fifth Payment Business Day following the Valuation Date to the Clearing System for crediting the accounts of the depositors of the Warrants with the Clearing System.

#### **§ 4 ADJUSTMENTS; TERMINATION RIGHT OF THE ISSUER**

1. If an Adjustment Event or an Extraordinary Event (both as defined below) has occurred, the Issuer is entitled to make adjustments to the Terms and Conditions taking into consideration the provisions set forth hereinafter. If an Extraordinary Event has occurred, the Issuer may (instead of an adjustment) terminate the Warrants prematurely on the termination date (the "**Termination Date**") with a prior notice of seven Payment Business Days in accordance with § 9, provided that an adjustment is not possible or is unreasonable (*unzumutbar*) for the Issuer. Any termination of the Warrants in part shall be excluded. In any case, the Issuer is neither obliged to make adjustments to the Terms and Conditions nor to terminate the Warrants.
  - a) When making adjustments to the Terms and Conditions, the Issuer shall act in its reasonable discretion (§ 315 German Civil Code (*BGB*)) and is entitled, but not obligated, to take into consideration the adjustments to options or futures contracts relating to the Share made by the Futures Exchange or that would have been made by the Futures Exchange if such options or futures contracts were traded on the Futures Exchange. In the event of any doubts regarding the application of the adjustment rules of the Futures Exchange, the Issuer shall decide in its reasonable discretion (§ 315 German Civil Code (*BGB*)).

Any of the before-mentioned adjustments may, among others, relate to the Strike, the Ratio and the Knock-Out Barrier and may result in the Share being replaced by another share or other securities, a basket of securities and/or cash, and another stock exchange being determined as the Relevant Exchange. If the Share is replaced by a basket of shares following an adjustment by the Futures Exchange, the Issuer shall be entitled to determine only the Share with the highest market capitalisation on the relevant cut-off date as the (new) Underlying, to sell the remaining Shares in the basket on the first Exchange Business Day following the cut-off date at the first available price and to reinvest the proceeds immediately afterwards in the remaining Share. However, the Issuer is also entitled to make other adjustments taking into consideration the before-mentioned principles.

Adjustments and determinations take effect as from the date determined by the Issuer in its reasonable discretion (§ 315 German Civil Code (*BGB*)), provided that (in case the Issuer takes into consideration the manner in which adjustments are or would be made by the Relevant Exchange) the Issuer shall take into consideration the date at which such adjustments take effect or would take effect at the Futures Exchange if such option or futures contracts were traded at the Futures Exchange.

Adjustments and determinations as well as the effective date shall be notified by the Issuer in accordance with § 9.

- b) If the Warrants are called for redemption due to the occurrence of an Extraordinary Event, they shall be redeemed at the termination amount per Warrant (the "**Termination Amount**") which shall be calculated by the Issuer in its reasonable discretion (§ 315 German Civil Code (*BGB*)) by taking into account applicable market conditions and any proceeds realised by the Issuer in connection with transactions concluded by it in its reasonable discretion (§ 315 German Civil Code (*BGB*)) for hedging measures in relation to the assumption and fulfilment of its obligations under the Warrants (the "**Hedging Transactions**"). When determining the Termination Amount, the Issuer may take into



account expenses for transactions that were required for winding up the Hedging Transactions in the Issuer's reasonable discretion (§ 315 German Civil Code (*BGB*)) as deductible items.

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

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

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

- a) a takeover-bid, i.e. an offer to take over or to swap or any other offer or any other act of an individual person or a legal entity that results in the individual person or legal entity buying, otherwise acquiring or obtaining a right to buy more than 10% of the outstanding shares of the Company as a consequence of a conversion or otherwise, as determined by the Issuer based on notifications to the competent authorities or on other information determined as relevant by the Issuer;
- b) the termination of trading in, or early settlement of, options or futures contracts relating to the Share at the Futures Exchange or the announcement of such termination or early settlement;
- c) the becoming known of the intention of the Company or of the Relevant Exchange to terminate the listing of the Share on the Relevant 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 Share at the Relevant Exchange or the announcement of the Relevant Exchange that the listing of the Share at the Relevant Exchange will terminate immediately or at a later date and that the Share will not be admitted, traded or listed at any other exchange which is comparable to the Relevant Exchange (including the exchange segment, if applicable) immediately following the termination of the listing;
- d) 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;
- e) a procedure is introduced or ongoing pursuant to which all shares or the substantial assets of the Company are or are liable to be nationalized or expropriated or otherwise transferred to public agencies, authorities or organizations;
- f) the application for insolvency proceedings or for comparable proceedings with regard to the assets of the Company according to the applicable law of the Company; or
- g) any other event being economically comparable to the before-mentioned events with regard to their effects.

4. **"Futures Exchange"** means the options or futures exchange with the highest trading volume of

options or futures contracts relating to the Share. If options or futures contracts on the Share are not traded on any exchange, the Futures Exchange shall be the options or futures exchange with the highest amount of option or futures contracts relating to shares of companies having their residence in the country in which the Company has its residence. If there is no options or futures exchange in the country in which the Company has its residence on which options or futures contracts on shares are traded, the Issuer will determine the Futures Exchange in its reasonable discretion (§ 315 German Civil Code (*BGB*)) and will make notification thereof in accordance with § 9.

## **§ 5 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.

## **§ 6 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).

## **§ 7 WARRANT AGENT**

1. BNP Paribas Securities Services, Grands Moulins de Pantin, 9 rue du Débarcadère, 93500 Pantin, France, shall be the Warrant Agent (the "**Warrant Agent**").
2. The Issuer shall be entitled at any time to appoint another bank of international standing as Warrant Agent. Such appointment and the effective date shall be notified in accordance with § 9.
3. The Warrant Agent is hereby granted exemption from the restrictions of § 181 of the German Civil Code (*BGB*) and any similar restrictions of the applicable laws of any other country.

## **§ 8 SUBSTITUTION OF THE ISSUER**

1. Any other company may assume at any time during the life of the Warrants, subject to paragraph 2, without the Warrantheolders' consent all the obligations of the Issuer under these Terms and Conditions. Any such substitution and the effective date shall be notified by the Issuer in accordance with § 9.

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 § 8, each previous New Issuer) shall be released from its obligations hereunder and from its liability as obligor under the Warrants.

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

2. No such assumption shall be permitted unless
  - a) the New Issuer has agreed to assume all obligations of the Issuer under the Warrants pursuant to these Terms and Conditions;

- b) the New Issuer has agreed to indemnify and hold harmless each Warrantheader against any tax, duty, assessment or governmental charge imposed on such Warrantheader in respect of such substitution;
  - c) the Issuer (in this capacity referred to as the "**Guarantor**") has unconditionally and irrevocably guaranteed to the Warrantheaders compliance by the New Issuer with all obligations under the Warrants pursuant to these Terms and Conditions;
  - d) the New Issuer and the Guarantor have obtained all governmental authorisations, approvals, consents and permissions necessary in the jurisdictions in which the Guarantor and/or the New Issuer are domiciled or the country under the laws of which they are organised.
3. Upon any substitution of the Issuer for a New Issuer, this § 8 shall apply again.

## **§ 9 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 § 9) 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.

## **§ 10 LIMITATION OF LIABILITY**

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

## **§ 11 FINAL CLAUSES**

1. The Warrants and the rights and duties of the Warrantheaders, the Issuer, the Warrant Agent and the Guarantor (if any) shall in all respects be governed by the laws of the Federal Republic of Germany except for § 1 paragraph 1 to 3 of the Terms and Conditions which shall be governed by the laws of the French Republic.
2. In the event of manifest typing or calculation errors or similar manifest errors in the Terms and Conditions, the Issuer shall be entitled to declare rescission (*Anfechtung*) to the Warrantheaders. The declaration of rescission shall be made without undue delay upon becoming aware of any such ground for rescission (*Anfechtungsgrund*) and in accordance with § 9. Following a declaration of rescission by the Issuer, the Warrantheader is entitled to request repayment of the Issue Price by delivery of a duly completed redemption notice to the Warrant Agent on the form available at the Warrant Agent or by providing all information and statements requested therein (the "**Redemption Notice**") and by transfer of the Warrants to the account of the Warrant Agent with the Clearing System. The Issuer shall make available the Issue Price to the Warrant Agent within 30 calendar days following receipt of the Redemption Notice and of the Warrants by the Warrant Agent, whichever receipt is later, whereupon the Warrant Agent shall transfer the Issue Price to the account specified in the Redemption Notice. Upon payment of the Issue Price all rights under the Warrants delivered shall expire.
3. The Issuer may combine the declaration of rescission pursuant to paragraph 2 with an offer to continue the Warrants on the basis of corrected Terms and Conditions. Such an offer and the corrected provisions shall be notified to the Warrantheader together with the declaration of rescission in accordance with § 9. Any such offer shall be deemed to be accepted by a Warrantheader (and the rescission shall not take effect), unless the Warrantheader requests

repayment of the Issue Price within four weeks following the date on which the offer has become effective in accordance with § 9 by delivery of a duly completed Redemption Notice to the Warrant Agent and by transfer of the Warrants to the account of the Warrant Agent with the Clearing System pursuant to paragraph 2. The Issuer shall refer to this effect in the notification.

4. "**Issue Price**" within the meaning of paragraphs 2 and 3 shall be the actual purchase price paid at the time of the first purchase of the Warrants delivered for repayment, or (if no purchase price for the first purchase of the Warrants can be determined) the issue price as set forth in the applicable Final Terms relating to the Base Prospectus dated 28 April 2010.
5. Contradictory or incomplete provisions in the Terms and Conditions may be corrected or amended, as the case may be, by the Issuer in its reasonable discretion (*billiges Ermessen*) (§ 315 of the German Civil Code (*BGB*)). The Issuer, however, shall only be entitled to make such corrections or amendments which are reasonably acceptable to the Warrantholder having regard to the interests of the Issuer and in particular which do not materially adversely affect the legal or financial situation of the Warranholders. Notice of any such correction or amendment shall be given to the Warranholders in accordance with § 9.
6. If the Warrantholder was aware of typing or calculation errors or similar errors at the time of the acquisition of the Warrants, then, notwithstanding paragraphs 2 - 5, the Warrantholder can be bound by the Issuer to the corrected Terms and Conditions.
7. Should any provision of these Terms and Conditions be or become void in whole or in part, the other provisions shall remain in force. The void provision shall be replaced by a valid provision that reflects the economic intent of the void provision as closely as possible in legal terms. In those cases, however, the Issuer may also take the steps described in paragraphs 2 to 5 above.
8. Place of performance is Frankfurt am Main.
9. Place of jurisdiction for all disputes and other proceedings in connection with the Warrants for merchants, entities of public law, special funds under public law and entities without a place of general jurisdiction in the Federal Republic of Germany is Frankfurt am Main. In such a case, the place of jurisdiction in Frankfurt am Main shall be an exclusive place of jurisdiction.

Frankfurt am Main, 28 January 2011

**COMMERZBANK**  
AKTIENGESELLSCHAFT