

# COMMERZBANK AKTIENGESELLSCHAFT

Frankfurt am Main

## Final Terms

dated February 2, 2009

with respect to the

## Base Prospectus

dated October 2, 2008

relating to

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

to be publicly offered in the Republic of France

**COMMERZBANK** 

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

# RISK FACTORS

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

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

## **RISKS ASSOCIATED WITH THE TURBO WARRANTS**

- **General**

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

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

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

- **Knock-out Event**

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

As opposed to standard warrants where a standard warrant which has lost in value may recover during the period from the Issue Date until the Exercise Date, investors in TURBO Warrants with a knock-out feature should be aware that such TURBO Warrants expire worthless immediately once a Knock-out Event occurs. Consequently, purchasers of TURBO Warrants should be prepared to sustain a definitive and **total loss** with respect to the purchase price already before the Expiration Date of that relevant TURBO Warrant.

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

- **Exercise of the TURBO Warrants only on the Expiration Date (European Style)**

One of the essential characteristics of the TURBO Warrants is that the TURBO Warrants are not exercisable during their lifetime. An automatic payment can only be expected by the

Warrantholder (i) latest on the fifth Banking Day following the Expiration Date, or, (ii) in case of an Early Termination of the TURBO Warrants by the Issuer, on the Early Termination Date.

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

- **Extraordinary early termination and adjustment rights**

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

- **Continuous price of the Underlying Asset and the price of the Underlying Asset on the Valuation Date**

The question whether the Knock-out Level shall be triggered is decided on the basis of any price of the Underlying Asset determined at any time from the Issue Date until the Exercise Date. The calculation of the Cash Settlement Amount is based only on one price of the Underlying Asset on the Valuation Date as determined in the Terms and Conditions.

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

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

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

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

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

Changes in the frequency and intensity of fluctuations in the price of the Underlying Asset anticipated by the market participants (implied volatility) may reduce the value of the TURBO Warrants even if the price of the Underlying Asset does not change. A generally positive development in the price of the Underlying Asset does not necessarily result in an increase in

the price of the TURBO Warrants. The price of the TURBO Warrants may even fall if the performance of the Underlying Asset is overcompensated by a decreasing volatility with a negative effect on the value of the TURBO Warrants.

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

Depending on the expectations of the market participants with respect to the future performance of the Underlying Asset, they are prepared to pay a price for a TURBO Warrant which differs to a greater or lesser extent from the intrinsic value of the TURBO Warrant (the intrinsic value means the amount by which the market price of the Underlying Asset exceeds the Strike Price (in the case of a TURBO BULL Warrant) or is exceeded by the Strike Price (in the case of a TURBO BEAR Warrant). Thus, the time value of a TURBO Warrant, i.e. the premium paid on top of its intrinsic value, changes permanently. As closer to the expiry of a Warrant, the more and faster its time value falls to zero; on expiry, the time value has reached zero.

Purchases of TURBO Warrants which still have a relatively high time value shortly before expiry are therefore associated with particular risks.

- **Risk associated with Leverage**

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

- **TURBO Warrants are Unsecured Obligations**

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

- **Issuer Risk**

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

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

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

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

- **Potential Conflicts of Interest**

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

- **Risks in connection with Borrowing**

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

- **Risks associated with Currency**

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

- **Transactions Excluding or Limiting Risk**

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

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

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

The Issuer and/or its affiliates may in the course of their normal business activity engage in trading in the Underlying Asset. In addition, the Issuer may conclude transactions in order to hedge itself partially or completely against the risks associated with the issue of the TURBO Warrants. These activities of the Issuer and/or its affiliates may have an influence on the market price of the TURBO Warrants. A possibly negative impact of the conclusion or dissolution of these hedging transactions on the value of the TURBO Warrants or the size of the Cash Settlement Amount to which the holder of a Warrant is entitled cannot be excluded. 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 Valuation Date may influence the price of the Underlying Assets in the closing auction. Consequently, the Cash Settlement Amount payable to the investor calculated on the reference price of the Underlying Assets might be reduced merely by the fact that the hedge for the TURBO Warrants was dissolved on the Valuation Date in the closing auction. This risk is higher for Underlying Assets with low liquidity levels, especially during the closing auction.

- **Risk Factors relating to the underlying**

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

- **Special Risks of TURBO Warrants relating to Indices**

*Dependency on the value of the index components*

The respective 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 TURBO 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 TURBO 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.

*Price index – dividends are not taken into account*

The Final Terms may provide that payments under the TURBO Warrants are dependent on the performance of an index which is a price index. Contrary to performance indices - dividends paid out do not cause an increase in the level of a price index. Investors thus do not participate in any dividends or other distributions on the shares contained in the price index.

*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. A change in composition may have an adverse effect on the value of the TURBO Warrants.

*No liability of the index sponsor*

Where the Issuer is not the index sponsor of the relevant index, TURBO 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 TURBO Warrants. In such case, the index sponsor does not assume any obligation or liability in respect of the issue, sale or trading of the TURBO Warrants.

*No recognised financial index, no independent third party*

The TURBO Warrants may be linked to a index which is not recognised financial index but index that have been created for the issuance of the relevant TURBO 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 TURBO Warrants.

*Composition fees*

Certain fees, costs, commissions or other charges for composition and calculation may be deducted 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, and these may to some extent erode any positive performance displayed by the individual components. It should also be noted that such costs may well also be incurred if the index returns negative performance.

*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 October 2, 2008 (the "**Base Prospectus**"), the Supplement A to the Base Prospectus dated November 3, 2008 (the "**Supplement A**"), the Supplement B to the Base Prospectus dated December 2, 2008 (the "**Supplement B**") and the Supplement C to the Base Prospectus dated January 13, 2009 ("**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 TURBO Warrants and, if given or made, such information or representation must not be relied upon as having been authorized by the Issuer.

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

### **Subscription and Sale**

The TURBO Warrants (the "**TURBO Warrants**") on the CAC40<sup>®</sup> Index with an issue size and an issue price per series of Warrants as detailed below shall be publicly offered in the Republic of France as of the first day on which the Warrants have been admitted to trading on the Euronext Paris by NYSE Euronext.

### **Increases of a Series of TURBO Warrants**

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

### **Characteristics**

<b>Typ</b>	<b>ISIN</b>	<b>Strike Price in EUR</b>	<b>Exercise Date</b>	<b>Issue Size</b>	<b>Issue Price on the Issue Date in EUR</b>
BULL	DE000CM4MFA7	2,950.00	15 April 2009	3,000,000	0.67
BULL	DE000CM4MFB5	3,000.00	15 April 2009	3,000,000	0.12
BULL	DE000CM4MFC3	3,050.00	15 April 2009	3,000,000	0.43
BEAR	DE000CM4MFD1	3,000.00	20 May 2009	3,000,000	0.12



BEAR	DE000CM4MFE9	2,900.00	20 May 2009	3,000,000	1.22
BEAR	DE000CM4MFF6	2,850.00	20 May 2009	3,000,000	1.77

### **Calculation Agent**

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

### **Securitisation**

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

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

### **Status**

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

### **Minimum Trading Unit**

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

### **Listing**

The admission for listing and trading of the TURBO Warrants on Euronext Paris by NYSE Euronext has been applied. First day of trading is envisaged to take place on February 2, 2009.

### **Availability of documents**

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

### **Payment Date**

February 2, 2009

### **Settlement**

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

## **Taxation**

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

## **Information on the Underlying Asset**

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**

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## **Selling Restrictions in the European Economic Area**

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

- (a) the Public Offering starts or occurs within a period of 12 months following the publication of the Prospectus which has been approved by BaFin in accordance with the provisions of the Prospectus Act and, if the Warrants are publicly offered in a Relevant Member State other than Germany, the approval has been notified to the competent authority in such Relevant Member State in accordance with § 18 of the Prospectus Act, or
- (b) one of the exemptions set forth in § 3 paragraph 2 of the Prospectus Act exists or, in case of an offering outside of Germany, an exemption from the obligation to prepare a prospectus exists as set forth in the implementing law of the respective Relevant Member State in which the Public Offering shall occur.

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

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

## Terms and Conditions of the TURBO Warrants

### § 1 Form

- (1) Each series of TURBO Warrants (the "**Warrants**") issued by Commerzbank Aktiengesellschaft, Frankfurt am Main (the "**Issuer**") shall be represented by a global bearer warrant (the "**Global Warrant**") which shall be deposited with Euroclear France (the "**Clearing System**").
- (2) There will be no definitive Warrants. The Warrants may be transferred by physical delivery of the Global Warrant, or, after it has been delivered to the Clearing System, or to another clearing system, in accordance with the rules and regulations of the Clearing System, or, as the case may be, such other clearing system.
- (3) The Global Warrant shall bear the hand-written signatures of two authorised officers of the Issuer.
- (4) The obligations under the Warrants constitute direct, unconditional and unsecured obligations of the Issuer and rank at least pari passu with all other unsecured and unsubordinated obligations of the Issuer, save for such exceptions as may exist from time to time under applicable law.

### § 2 Option Right; Definitions

- (1) Subject to a Knock-out Event in accordance with § 3 and subject to an Early Termination of the Warrants in accordance with § 4 paragraph (5), each series of Warrants grants to the holder of a Warrant (the "**Warrantholder**") the right (the "**Option Right**") to receive upon exercise from the Issuer the payment of the Cash Settlement Amount in accordance with these Terms and Conditions of the Warrants.
- (2) For the purposes of these Terms and Conditions of the Warrants the following definitions shall apply:

#### "Banking Day"

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

#### "Cash Settlement Amount"

The Cash Settlement Amount is the amount expressed in Euro ("**EUR**") (the "**Issue Currency**") (rounded, if necessary, to the next Eurocent (EUR 0.01) with EUR 0.005 rounded upwards) determined in accordance with the following formula:

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

or

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

where

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

Strike Price = the Strike Price relating to a series of Warrants

Ratio = 0.01

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

**"Exercise Date"**

The Exercise Date relating to a series of Warrants means the date specified as such in the table in paragraph (3).

**"Index"**

Subject to the provisions in § 4, the Index shall be the CAC40® (ISIN FR0003500008) as calculated and published by Euronext Paris S.A. (the "Sponsor").

**"Issue Date"**

Issue Date means February 2, 2009.

**"Knock-out Level"**

The Knock-out Level relating to a series of Warrants at any time is the Strike Price applicable at that time.

**"Market Disruption Event"** means the suspension of or limitation imposed on trading in the shares contained in the Index on the stock exchanges or trading systems the prices of which are the basis for the calculation of the Index, provided that in the opinion of the Issuer any such suspension or limitation is material for the calculation of the Index, or the suspension of or limitation imposed on trading in options or futures contracts on the Index on the options and futures exchange with the highest trading volume of option or future contracts relating to the Index.

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 relevant 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 in the case that such limitation is still prevailing at the time of termination of the trading hours on such date.

**"Reference Price A"** relating to a series of Warrants means any price of the Index as determined and published by the Sponsor.

**"Reference Price B"** means the closing level of the Index as determined and published by the Sponsor.

**"Strike Price"**

The Strike Price applicable to a series of Warrants is equal to the price detailed in the table in paragraph (3).

**"Valuation Date"**

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

If on the Valuation Date the Reference Price B of the Index is not determined and published or if a Market Disruption Event with regard to the Index on the Valuation Date occurs, then the Valuation Date shall be postponed to the next Banking Day on which the Reference Price B of the Index is again determined and published and on which no Market Disruption Event occurs.

If according to the provisions above the Valuation Date is postponed for three consecutive Banking Days, and if on this day the Reference Price B of the Index is still not determined and published or if a Market Disruption Event occurs or

persists on such day, then the Issuer will calculate the Index on such date by applying the calculation method for the Index last in effect.

For the purpose of such calculation, the Issuer will calculate the Reference Price B of the Index on the basis of the prices of the securities comprising the Index on such day at the time the Reference Price B of the Index is usually determined (the "**Calculation Time**"). If the trading of one or more securities being relevant for such calculation is limited or suspended on such date, the Issuer will, in its reasonable discretion (§ 315 of the German Civil Code (BGB)) and in consideration of the prevailing market conditions, estimate the price of the relevant securities at the Calculation Time and make a notification in accordance with § 8.

- (3) For each series of Warrants the terms "Strike Price" and "Exercise Date" shall have the following meaning:

Typ	ISIN	Strike Price in EUR	Exercise Date	Issue Size
BULL	DE000CM4MFA7	2,950.00	15 April 2009	3,000,000
BULL	DE000CM4MFB5	3,000.00	15 April 2009	3,000,000
BULL	DE000CM4MFC3	3,050.00	15 April 2009	3,000,000
BEAR	DE000CM4MFD1	3,000.00	20 May 2009	3,000,000
BEAR	DE000CM4MFE9	2,900.00	20 May 2009	3,000,000
BEAR	DE000CM4MFF6	2,850.00	20 May 2009	3,000,000

### § 3 Knock-out Event

- (1) If on any day during the period from and including the Issue Date to and including the Valuation Date at a time on which no Market Disruption Event with regard to the relevant Index occurs, the Reference Price A of the Index is at least once equal to or below the Knock-out Level (in the case of TURBO BULL Warrants) or equal to or above the Knock-out Level (in the case of TURBO BEAR Warrants) (the "**Knock-out Event**"), the Warrants will expire worthless.
- (2) With the occurrence of the Knock-out Event the Option Right of the Warrantholder according to § 2 paragraph (1) shall expire, and no Cash Settlement Amount shall be payable to the Warrantholder by the Issuer.

### § 4 Adjustments; Early Termination

- (1) If the Index is no longer calculated and published by the Sponsor but by another person, company or institution acceptable to the Issuer as the new Sponsor (the "**Successor Sponsor**"), the Cash Settlement Amount will be determined on the basis of the Index being calculated and published by the Successor Sponsor and any reference made to the Sponsor shall, if the context so admits, then refer to the Successor Sponsor.
- (2) If at any time the Index is cancelled or replaced, the Issuer will determine in its reasonable discretion (§ 315 of the German Civil Code (BGB)) another index on the basis of which the Cash Settlement Amount will be determined (the "**Successor**

**Index**). The respective Successor Index as well as the time of its first application will be notified pursuant to § 8. 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) If in the opinion of the Issuer (i) the determination of a Successor Index in accordance with the above paragraph is not possible or (ii) if the Sponsor materially modifies the calculation method of an Index with effect on or before the Valuation 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) (each of such events an "**Extraordinary Event**"), then the Issuer is entitled to (a) continue (itself or through an independent expert determined by the Issuer) the calculation of the Index on the basis of the former concept of the Index and its last determined level or (b) to (instead of a continuation of the calculation of the Index) early terminate and redeem the Warrants in accordance with paragraph (5).
- (4) If the Issuer decides to continue the calculation and the publication of the Index according to paragraph (3) above such continuation has to be published pursuant to § 8.
- (5) In the case of an Early Termination of the Warrants (i) the Issuer will notify the Early Termination according to § 8 and (ii) will pay to the Warrantheolders an amount equal to the fair market value of the Warrants at the time of the notification of the Early Termination (the "**Early Termination Amount**"). The Early Termination Amount will be determined by the Issuer in its reasonable discretion (§ 315 German Civil Code (*BGB*)) and will be paid to the Warrantheolder on the fifth Banking Day following the notification of the Early Termination of the Warrants (the "**Early Termination Date**").
- (6) Adjustments take effect as from the date determined by the Issuer. Adjustments as well as the effective date shall be notified by the Issuer in accordance with § 8.

## **§ 5 Exercise**

- (1) Subject to a Knock-out Event in accordance with § 3 and subject to an Early Termination of the Warrants in accordance with § 4 paragraph (5), the Warrants shall be deemed to be automatically exercised on the Exercise Date without the need of any action by or on behalf of the Warrantheolder if the Cash Settlement Amount is a positive amount at that time (the "**Automatic Exercise**").
- (2) The Issuer shall pay the Cash Settlement Amount not later than on the fifth Banking Day following the Valuation Date to the Clearing System for crediting the accounts of the depositors of the Warrants with the Clearing System.
- (3) All taxes duties or other charges in connection with the exercise of the Option Rights are to be borne and paid by the Warrantheolders.

## **§ 6 Warrant Agent**

- (1) BNP Paribas Securities Services, 25 Quai Panhard et Levassor, 75013 Paris, France, shall be the warrant agent (the "**Warrant Agent**").
- (2) The Issuer shall procure that there always will be a Warrant Agent. The Issuer is entitled to appoint other banks of international standing as Warrant Agent or additional

warrant agent. Furthermore, the Issuer is entitled to terminate the appointment of the Warrant Agent as well as of individual warrant agents. In the event of such termination or such bank being unable or unwilling to continue to act as Warrant Agent or additional warrant agent, the Issuer shall appoint another bank of international standing as Warrant Agent or additional warrant agent. Such appointment or termination shall be published in accordance with § 8.

## **§ 7 Substitution of the Issuer**

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

In the event of such substitution, any reference in these Terms and Conditions of the Warrants (except for this § 7) to the Issuer shall from then on be deemed to refer to the New Issuer.

- (2) Such assumption shall be permitted only if
- (a) the New Issuer has agreed to indemnify and hold harmless each Warrantholder against any tax, duty, assessment or governmental charge imposed on the Warrantholder in respect of such substitution;
  - (b) the Issuer (in this capacity hereinafter referred to as the "**Guarantor**") has unconditionally and irrevocably guaranteed fulfilment by the New Issuer of all payment obligations assumed by it for the benefit of the Warrantholders and the terms of the Guarantee has been published in accordance with § 8;
  - (c) the New Issuer has obtained all governmental authorisations, approvals, consents and permissions necessary in the jurisdictions where the New Issuer is domiciled or the country under the laws of which it is organised.
- (3) Upon any substitution of the Issuer for a New Issuer, this § 7 shall apply again.

## **§ 8 Notices**

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

**§ 9**  
**Final Clauses**

- (1) The form and contents of the Warrants and the rights and duties of the Warrantholders, the Issuer, the Warrant Agent and a possible Guarantor shall in all respects be governed by the laws of the Federal Republic of Germany.
- (2) Should any provision of these Terms and Conditions of the Warrants be or become void in whole or in part, the other provisions shall remain in force. Void provisions shall be replaced in accordance with the meaning and purpose of these Terms and Conditions of the Warrants.
- (3) Place of performance is Frankfurt am Main.
- (4) Place of jurisdiction is Frankfurt am Main.
- (5) The Issuer shall be entitled without the approval of the Warrantholders to (a) amend in these Terms and Conditions of the Warrants obvious mistakes in writing or calculating or any similar obvious incorrectness and (b) amend or supplement in these Terms and Conditions of the Warrants contradictory or incomplete provisions, whereas in the cases of (b) only those amendments or supplements shall be admissible which, in consideration of the interest of the Issuer, are reasonable for the Warrantholders, i.e. which do not worsen the financial situation of the Warrantholders materially. Amendments or supplements of these Terms and Conditions of the Warrants will be notified in accordance with § 8.

Frankfurt am Main  
February 2, 2009

**COMMERZBANK**  
AKTIENGESELLSCHAFT