

TERMS AND CONDITIONS OF THE CERTIFICATES

§ 1 Form

1. The unlimited index certificates (the "**Certificates**") of Commerzbank Aktiengesellschaft, Frankfurt am Main, (the "**Issuer**") will be represented by a global bearer certificate (the "**Global Certificate**") which shall be deposited with Deutsche Bank, Frankfurt am Main, as Common Depository for Euroclear System ("Euroclear") and Clearstream Banking, société anonyme, Luxembourg ("**Clearstream**") (together, the "**Clearing System**").
2. There will be no definitive Certificates. The right of the holders of the Certificates (the "**Certificateholders**") to request the delivery of definitive Certificates shall be excluded. The Certificateholders receive co-ownership participation in the Global Certificate which can be transferred according to the rules and regulations of the Clearing System.
3. The Global Certificate shall bear the hand-written signatures of two authorised officers of the Issuer.

§ 2 Redemption; Bonus Payments

1. Subject to a Termination of the Certificates by the Issuer in accordance with the provisions of § 3, each Certificateholder has the right to request the redemption of the Certificates from the Issuer. The redemption can only be requested in accordance with the following provisions and only with respect to a Redemption Date (paragraph 4).

In addition, each Certificateholder shall receive from the Issuer the Bonus Payment on the Bonus Payment Dates in accordance with paragraph 5.

2. Each Certificate shall be redeemed at an amount (the "**Redemption Amount**") equal to the Reference Price (paragraph 4) of the Index (paragraph 4) on the respective Valuation Date (paragraph 4), expressed in Euro ("**EUR**") with one point of the Index being equal to EUR 1.
3. In order to request the redemption of the Certificates with respect to a Redemption Date, the Certificateholder has to
 - i. submit a written notice to the Paying Agent (§ 4) requesting the redemption of the Certificates held and specifying a Redemption Date (the "**Redemption Notice**"); and
 - ii. deliver the Certificates to the Paying Agent by (i) an irrevocable order to the Paying Agent to transfer the Certificates from its account with the Paying Agent or (ii) by transfer of the Certificates to the account of the Paying Agent with The Clearing System.

The Redemption Notice must be received by the Paying Agent not later than ten (10) Banking Days (§ 2 paragraph 4.a)) prior to such Redemption Date. A Redemption Notice

received by the Paying Agent shall be binding and irrevocable. It has to be in the form available at the Paying Agent or informal. An informal Redemption Notice has to contain the information requested in such form. A Redemption Notice which does not fulfill the above requirements shall be invalid.

If the number of Certificates requested for redemption deviates from the number of Certificates received by the Paying Agent, the Redemption Notice shall only be valid for a number of Certificates equal to the smaller of the two numbers. Any Certificates transferred in excess of this number shall be transferred back to the Certificateholder on its own expenses and risk.

With the payment of the Redemption Amount all rights in connection with the Certificates redeemed shall expire.

4. For the purposes of these Terms and Conditions of the Certificates the following definitions shall apply:

"Banking Day" means a day on which commercial banks in Frankfurt am Main and London are open for business.

"Index" means the Commerzbank Variable Index as calculated and published by Commerzbank Aktiengesellschaft (the "**Sponsor**").

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 Redemption Amount will be calculated on the basis of the Index being calculated and published by the Successor Sponsor and any reference made to the Sponsor shall, if the context so admits, then refer to the Successor Sponsor.

If at any time the Index is cancelled or replaced, the Issuer will determine the Index on the basis of which the Redemption Amount shall be calculated (the "**Successor Index**"). The Successor Index as well as the time of its first application will be notified as soon as possible pursuant to § 6. Any reference made to the Index in these Terms and Conditions of the Certificates shall, if the context so admits, then refer to the Successor Index.

If in the opinion of the Issuer a determination of a Successor Index is not feasible (for whatever reason), the Issuer or an expert appointed by the Issuer will continue the calculation and the publication of the Index on the basis of the former concept of the Index and its last determined level. Such continuation has to be published without delay pursuant to § 6.

If the Sponsor materially modifies the calculation method of the Index on or before the Valuation Date 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), the Issuer will calculate the relevant Index level on the relevant Valuation Date by applying such calculation method in effect prior to such change in the calculation method of the Index. In such case the Issuer will include only securities comprising the Index prior to the change in the calculation method, unless the quotation of the relevant securities has been terminated in the meantime.

"Market Disruption Event" means any suspension of or limitation imposed on trading in the futures comprising the Index, provided that in the opinion of the Issuer in any such case such suspension or limitation is material for the calculation of the Index.

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

"**Redemption Date**" means a Banking Day, starting with 20 July 2006.

"**Reference Price**" means the value of the Index, as determined by the Sponsor.

"**Valuation Date**" means the fifth Banking Day prior to the respective Redemption Date.

If on the Valuation Date a Reference Price of the Index is not determined and published, then the Valuation Date shall be postponed to the next calendar day on which the closing level of the Index is again determined and published and on which there is no Market Disruption Event.

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

5. Each Certificateholder shall receive on each Bonus Payment Date (as defined below) the Bonus Payment Amount determined in accordance with the following formula:

$$\text{EUR } 2.50 \times \frac{\text{Index}_{\text{Bonus}}}{\text{Index}_{\text{initial}}}$$

where

$\text{Index}_{\text{Bonus}}$ = Reference Price of the Index on the Bonus Determination Date in relation to the respective Bonus Payment Date

$\text{Index}_{\text{initial}}$ = 1,000

"**Bonus Payment Date**" means the 6th calendar day of each January, April, July and October starting with 6 October 2006, unless any such day is not a Payment Business Day (§ 4 paragraph 4) in which case the respective Bonus Payment Date shall be postponed to the next following Payment Business Day.

"**Bonus Determination Date**" shall be the fifth Banking Day prior to the Bonus Payment Date.

6. Any determination, calculation or other decision of the Issuer shall, in the absence of manifest errors, be binding for all parties involved.
7. All taxes, duties or other charges in connection with the redemption of the Certificates are to be borne and paid by the Certificateholders.

§ 3

Termination of the Certificates by the Issuer

1. If the Issuer determines in its sole discretion that for reasons beyond its control the performance of its obligations under the Certificates has become illegal or impractical in whole or in part for any reason or if the Issuer determines in its sole discretion that for reasons beyond its control it is no longer legal or practical for it to maintain its hedging arrangements with respect to the Certificates for any reason, the Issuer is entitled to terminate the Certificates in whole but not in part with respect to a Termination Date (the "**Termination by the Issuer**"). "**Termination Date**" means the 6 July every five calendar years starting with 6 July 2021.
2. The Termination by the Issuer has to be notified at the least three calendar months prior to the respective Termination Date in accordance with § 6. Such notification is irrevocable and has to give the Termination Date.
3. In the case of the Termination by the Issuer of the Certificates each Certificate shall be redeemed at the Redemption Amount as determined, mutatis mutandis, according to § 2, where the Valuation Date shall be the fifth Banking Day prior to the Termination Date and where the provisions for the postponement of a Valuation Date shall be applied, mutatis mutandis, as set out in § 2 paragraph 4.
4. Upon notification of the Termination by the Issuer of the Certificates by the Issuer the right of the Certificateholders to request the redemption of the Certificates in accordance with § 2 shall expire.

§ 4

Transfer

4. All amounts payable under the Certificates are to be paid to the Paying Agent (§ 5) to be transferred to the Clearing System for crediting the relevant accountholders' account for transfer to the Certificateholders.

If any payment under the Certificates is to be effected on a day other than a Payment Business Day, payment shall be effected on the next following Payment Business Day. In this case, the relevant Certificateholders shall neither be entitled to any payment claim nor to any interest claim or other compensation with respect to such delay.

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

§ 5

Paying Agent

1. Commerzbank Aktiengesellschaft, Main Office, Frankfurt am Main, shall be paying agent (the "**Paying Agent**").

2. The Issuer shall be entitled at any time to appoint another bank of international standing as Paying Agent. The appointment of another Paying Agent shall be published without delay by the Issuer according to § 7.
3. The Paying Agent shall be held responsible for giving, failing to give, or accepting a declaration or acting or failing to act with the diligence of a conscientious businessman.
4. The Paying 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.

§ 6 Substitution of the Issuer

1. Any other company may at any time during the lifetime of the Certificates, subject to paragraph 2., assume upon notice by the Issuer to be given in accordance with § 7, all obligations of the Issuer under these Terms and Conditions of the Certificates. 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 Certificates 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 § 6, each previous New Issuer shall be released from its obligations hereunder and from its liability as obligor under the Certificates.

In the event of such substitution, any reference in these Terms and Conditions of the Certificates (except for this § 6) 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 indemnify and hold harmless each Certificateholder against any tax, duty, assessment or governmental charge imposed on the Certificateholder 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 and obligations for the delivery of Shares, respectively, assumed by it for the benefit of the Certificateholders and the terms of the Guarantee has been published in accordance with § 7;
 - 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 § 6 shall apply again.

§ 7 Notices

1. Notices in relation to the Certificates shall be made in accordance with the rules of the stock exchange on which the Certificates are listed.
2. The Issuer shall also be entitled to make notices to the Clearing System for communication by the Clearing System to the Certificateholders or directly to the Certificateholders provided this complies with the rules of the stock exchange on which the Certificates are listed.

Notices to the Clearing System shall be deemed to be effected seven days after the notification to the Clearing System, direct notices to the Certificateholders shall be deemed to be effected upon their receipt.

§ 8 Final Clauses

1. The form and contents of the Certificates and the rights and duties of the Certificateholders, the Issuer, the Paying 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 Certificates be or become void in whole or in part, all 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 Certificates.
3. Place of performance shall be Frankfurt am Main.
4. Place of jurisdiction shall be Frankfurt am Main.
5. The Issuer shall be entitled to amend or supplement in these Terms and Conditions of the Certificates (a) obvious errors in writing or calculating or any other obvious errors and (b) contradictory or incomplete conditions without the approval of the Certificateholders, whereas the amendments or supplements in cases of (b) are admissible only, with regard to the concerns of the Issuer, if such amendments or supplements are reasonable for the Certificateholders, i.e. that do not worsen the financial situation of the Certificateholders materially. Amendments or supplements of these Terms and Conditions of the Certificates have to be notified without delay in accordance with § 7.