AVVISO n.2891	17 Febbraio 2016	SeDeX - INV. CERTIFICATES

Mittente del comunicato	:	BORSA ITALIANA
Societa' oggetto dell'Avviso	:	COMMERZBANK
Oggetto	:	Inizio negoziazione 'Investment Certificates - Classe B' 'COMMERZBANK'

Testo del comunicato

Si veda allegato.

Disposizioni della Borsa

Strumenti finanziari:	**Autocallable Phoenix Certificates, Autocallable Certificates e Double Barrier Autocallable Certificates su panieri di azioni**
Emittente:	COMMERZBANK

Rating Emittente:

Società di Rating	Long Term	Data Report
Moody's	Baa1	23/08/2013
Standard & Poor's	A-	23/08/2013
Fitch Ratings	A+	23/08/2013

Oggetto:	**INIZIO NEGOZIAZIONI IN BORSA**
Data di inizio negoziazioni:	**18/02/2016**
Mercato di quotazione:	Borsa - Comparto SEDEX 'Investment Certificates - Classe B'
Orari e modalità di negoziazione:	Negoziazione continua e l'orario stabilito dall'art. IA.7.3.1 delle Istruzioni
Operatore incaricato ad assolvere l'impegno di quotazione:	Commerzbank AG Member ID Specialist: IT3577

CARATTERISTICHE SALIENTI DEI TITOLI OGGETTO DI QUOTAZIONE

Autocallable Phoenix Certificates, Autocallable Certificates e Double Barrier Autocallable Certificates su panieri di azioni

Tipo di liquidazione:	monetaria
Modalità di esercizio:	europeo
Modalità di negoziazione:	Per il certificates ISIN CODE DE000CZ44KB3 la data di negoziazione ex-diritto al pagamento dell'importo periodico decorre dal primo giorno di calendario TARGET aperto antecedente le rispettive record date. Qualora tale giorno risulti essere di Borsa chiusa, la data di negoziazione ex-diritto al pagamento dell'importo periodico decorre dalla relativa record date.

DISPOSIZIONI DELLA BORSA ITALIANA

Dal giorno 18/02/2016, gli strumenti finanziari 'Autocallable Phoenix Certificates, Autocallable Certificates e Double Barrier Autocallable Certificates su panieri di azioni' (vedasi scheda riepilogativa delle caratteristiche dei securitised derivatives) verranno inseriti nel Listino Ufficiale, sezione Securitised Derivatives.

Allegati:
- Scheda riepilogativa delle caratteristiche dei securitised derivatives;
- Estratto del prospetto di quotazione dei Securitised Derivatives

Num. Serie	Codice Isin	Trading Code	Instrument Id	Descrizione	Sottostante	Data Scadenza	Valore Nominale	Quantità	Lotto Negoziazione	EMS	Prima Barriera %	Bonus/Strike %	Rebate
1	DE000CZ44KA5	C00074	787982	CBKBKTCCKCCPXPAB60%E260118	CARREFOUR / CASINO / KONINKLIJKE	26/01/18	1000	5000	1	3	60	80	
2	DE000CZ44KB3	C00075	787983	CBKBKTCCKCCPXPAB60%E290118	CARREFOUR / CASINO / KONINKLIJKE	29/01/18	1000	5000	1	3	60	80	14,4

COMMERZBANK AKTIENGESELLSCHAFT
Frankfurt am Main

Final Terms
dated 9 February 2016

relating to

Classic Triple Certificates

5,000 Classic Triple Autocall Certificates relating to Shares
(ISIN DE000CZ44KA5)

to be publicly offered in the Italian Republic
and to be admitted to trading on the regulated market of
Borsa Italiana S.p.A. (SeDeX)

with respect to the

Base Prospectus
dated 27 July 2015

relating to

Italian Certificates

INTRODUCTION

These Final Terms have been prepared for the purpose of Article 5 (4) of Directive 2003/71/EC (the "Prospectus Directive") as amended (which includes the amendments made by Directive 2010/73/EU (the "2010 PD Amending Directive") to the extent that such amendments have been implemented in a relevant Member State of the European Economic Area), as implemented by the relevant provisions of the EU member states, in connection with Regulation 809/2004 of the European Commission and must be read in conjunction with the base prospectus relating to Italian Certificates (the "Base Prospectus") and any supplements thereto.

The Base Prospectus and any supplements thereto are published in accordance with Article 14 of the Prospectus Directive in electronic form on the website of Commerzbank Aktiengesellschaft at *http://pb.commerzbank.com.* Hardcopies of these documents may be requested free of charge from the Issuer's head office (Kaiserstraße 16 (Kaiserplatz), 60311 Frankfurt am Main, Federal Republic of Germany).

In order to obtain all information necessary for the assessment of the Certificates both the Base Prospectus and these Final Terms must be read in conjunction.

All options marked in the Base Prospectus which refer (i) to Classic Triple Certificates relating to Shares and (ii) the underlying Shares shall apply.

The summary applicable to this issue of Certificates is annexed to these Final Terms.

Issuer:	Commerzbank Aktiengesellschaft
Information on the Underlying:	Information on the Shares underlying the Certificates is available on the website of the exchange on which the relevant Shares are listed and on the relevant Bloomberg ticker set out in § 2 of the Terms and Conditions.
Offer and Sale:	Commerzbank offers from 9 February 2016 5,000 Classic Triple Autocall Certificates relating to Shares (the "**Certificates**") at an initial issue price of Euro 1,000 per Certificate. The Certificates will be sold and traded by the Issuer only through the regulated market of Borsa Italiana S.p.A. (Electronic Securitised Derivatives Market ("**SeDeX**")) starting from the date established by Borsa Italiana S.p.A. in a public notice.
Consent to the usage of the Base Prospectus and the Final Terms:	The Issuer hereby grants consent to use the Base Prospectus and these Final Terms for the subsequent resale or final placement of the Certificates by any financial intermediary. The offer period within which subsequent resale or final placement of Certificates by financial intermediaries can be made is valid only as long as the Base Prospectus and the Final Terms are valid in accordance with Article 9 of the Prospectus Directive as implemented in the relevant Member State. The consent to use the Base Prospectus and these Final Terms is granted only in relation to the following Member State(s): Italian Republic.
Payment Date:	9 February 2016
Clearing number:	WKN CZ44KA ISIN DE000CZ44KA5

Issue Currency:	Euro
Minimum Trading Size:	One Certificate
Listing:	The Issuer intends to apply for the listing and trading of the Certificates on the regulated market of Borsa Italiana S.p.A. (Electronic Securitised Derivatives Market ("**SeDeX**")).
Applicable Special Risks:	In particular the following risk factors are applicable which are mentioned in the Base Prospectus in the section "Risk Factors / A. Risk factors relating to the Certificates / 2. Special Risks": 2.1 Dependency of the redemption of the Certificates on the performance of the Underlying 2.2 Automatic Early Redemption 2.3 Risks in relation to several Underlyings (correlation) 2.4 Worst Performing Underlying (multi Underlying) 2.17 Underlying Share
Applicable Terms and Conditions:	Terms and Conditions for Certificates relating to Shares

TERMS AND CONDITIONS

§ 1
FORM

1. The issue by Commerzbank Aktiengesellschaft, Frankfurt am Main, Federal Republic of Germany (the "**Issuer**") of classic certificates (the "**Certificates**") will be in the dematerialised regime, pursuant to the "**Italian Financial Services Act**" (*Testo Unico della Finanza*) and the relevant implementing regulations and are registered in the books of Monte Titoli S.p.A. with registered office in Via Mantegna 6, Milan, Italy (the "**Clearing System**"). No physical document of title will be issued to represent the Certificates. However, any holder of Certificates still has the right to obtain a certificate pursuant to articles 83-quinquies and 83-novies, paragraph 1, letter b), of the Italian Financial Services Act. The Certificates are issued in Euro ("**EUR**") (the "**Issue Currency**").

2. The transfer of the Certificates operates by way of registration on the relevant accounts opened with the Clearing System by any intermediary adhering, directly or indirectly, to the Clearing System (the "**Certificates Account Holders**"). As a consequence, the subject who from time to time is the owner of the account held with a Certificates Account Holder will be considered as the legitimate owner of the Certificates (the "**Certificateholder**") and will be authorised to exercise all rights related to them.

3. The Issuer reserves the right to issue from time to time without the consent of the Certificateholders additional tranches of Certificates with substantially identical terms, so that the same shall be consolidated to form a single series and increase the total volume of the Certificates. The term "Certificates" shall, in the event of such consolidation, also comprise such additionally issued Certificates.

§ 2
DEFINITIONS

For the purposes of these Terms and Conditions, the following definitions shall apply (subject to an adjustment in accordance with these Terms and Conditions):

"**Adjustment Event**" with respect to a Share means

(a) the adjustment of options or futures contracts relating to the Share at the Futures Exchange or the announcement of such adjustment;

(b) any of the following actions taken by 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 splits, consolidation or alteration of category;

(c) 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; or

(d) any other adjustment event being economically equivalent to the before-mentioned events with regard to their effects.

"**Automatic Early Redemption Amount**" per Certificate means the amount specified as such with respect to the relevant Automatic Early Redemption Date in § 5 paragraph 3.

"**Automatic Early Redemption Date**" means any or all of the dates, respectively, specified as such in § 5 paragraph 3, all subject to postponement in accordance with § 6 paragraph 2.

"**Calculation Amount**" means EUR 1,000.

"**Company**" with respect to a Share means the company issuing such Shares, as specified in the table in the definition of "Share".

"**Early Valuation Date**" means any or all of the dates, respectively, specified as such in § 5 paragraph 3.

"**Expiry Date**" means 26 January 2018.

"**Exchange**" with respect to a Share means the exchange or trading system as set out in relation to the relevant Share in the table in the definition of "Share".

"**Exchange Business Day**" with respect to an Exchange means a day on which the relevant Exchange is open for trading during its respective regular trading sessions, notwithstanding the relevant Exchange closing prior to its scheduled weekday closing time and without regard to after hours or any other trading or trading activities outside of the regular trading sessions.

"**Extraordinary Event**" with respect to a Share means

(a) 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;

(b) the termination of the listing of the Share on the Exchange due to a merger by absorption or by creation or due to any other reason, or the becoming known of the intention of the Company or the announcement of the Exchange that the listing of the Share at the 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 Exchange (including the exchange segment, if applicable) immediately following the termination of the listing;

(c) 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 organisations;

(d) 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

(e) any other event being economically equivalent to the before-mentioned events with regard to their effects.

"**Final Valuation Date**" means 26 January 2018.

"**Futures Exchange**" with respect to a Share 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 options 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 (*billiges Ermessen*) (§ 315 German Civil Code *(BGB)*) and will make notification thereof in accordance with § 13.

"**Issue Date**" means 9 February 2016.

"**Italian Stock Exchange**" means Borsa Italiana S.p.A.

"**Market Disruption Event**" with respect to a Share means the occurrence or existence of any suspension of, or limitation imposed on, trading in (a) the Share on the 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. The decision whether a suspension or limitation is material will be made by the Issuer in its reasonable discretion (*billiges Ermessen*) *(*§ 315 German Civil Code (*BGB*)). The occurrence of a Market Disruption Event on a Valuation Date shall be published in accordance with § 13.

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 Exchange or the Futures Exchange, as the case may be. 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.

"**Maturity Date**" means 9 February 2018, subject to postponement in accordance with § 6 paragraph 2.

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

"**Performance**" with respect to a Share means the decimal number calculated by dividing the Reference Price of such Share on the Final Valuation Date by the Strike Price of such Share.

"**Reference Price**" with respect to a Share means the the official closing price of the relevant Share as determined and published by the relevant Exchange on any Exchange Business Day.

"**Share**" or "**Underlying**" means any of the following securities issued by the respective Company and traded on the respective Exchange:

Company	*Bloomberg ticker*	*ISIN*	*Exchange*	*Strike Price*
Carrefour S.A.	CA FP Equity	FR0000120172	Paris Stock Exchange	EUR 24.85
Casino Guichard Perrachon S.A.	CO FP Equity	FR0000125585	Paris Stock Exchange	EUR 38.40
Koninklijke Ahold N.V	AH NA Equity	NL0006033250	Amsterdam Stock Exchange	EUR 19.90

"**Strike Price**" with respect to a Share means the price specified as such in relation to the relevant Share in the table in the definition of "Share".

"**Valuation Date**" means each Early Valuation Date and the Final Valuation Date.

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

If, according to the before-mentioned, a Valuation Date is postponed to the second Exchange Business Day prior to the directly following Automatic Early Redemption Date or the Maturity Date, as the case may be, and if also on such day the Reference Price of a Share is not determined and published or a Market Disruption Event occurs on such day, then this day shall be deemed to be the relevant Valuation Date for each Share and the Issuer shall estimate the Reference Price of the affected Share in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (*BGB*)), and in consideration of the prevailing market conditions on such day and make a notification thereof in accordance with § 13.

"**Worst Performing Underlying**" means the Share with the lowest Performance. If the Issuer determines that the lowest Performance is the same for more than one of the Shares, then the Issuer shall decide in its own reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (*BGB*)) which of the Shares shall be the Worst Performing Underlying.

§ 3
BONUS AMOUNT

No additional amounts shall be payable under the Certificates.

§ 4
MATURITY

Subject to the provisions contained in § 5, each Certificate will be redeemed on the Maturity Date by the payment of an amount in the Issue Currency (the "**Settlement Amount**"), as determined by the Issuer in accordance with the following provisions:

(a) If on the Final Valuation Date the Reference Price of each Underlying is equal to or above 80% of the relevant Strike Price, the Settlement Amount per Certificate shall be equal to EUR 1,312; or

(b) if on the Final Valuation Date the Reference Price of the Worst Performing Underlying is below 80% of the relevant Strike Price but equal to or above 60% of the relevant Strike Price, the Settlement Amount per Certificate shall be equal to the Calculation Amount; or

(c) in all other cases, the Settlement Amount per Certificate shall be determined by applying the following formula:

$$SA = CA \times \frac{\text{Worst Underlying}_{\text{Final}}}{\text{Worst Underlying}_{\text{Strike}}}$$

where:

SA	=	Settlement Amount per Certificate (rounded, if necessary, to the next EUR 0.01 (EUR 0.005 will be rounded up))
CA	=	Calculation Amount
Worst $\text{Underlying}_{\text{Final}}$	=	Reference Price of the Worst Performing Underlying on the Final Valuation Date
Worst $\text{Underlying}_{\text{Strike}}$	=	Strike Price of the Worst Performing Underlying

§ 5
EARLY REDEMPTION; REPURCHASE

1. Except as provided in § 8, the Issuer shall not be entitled to redeem the Certificates prior to the Maturity Date.

2. The Certificateholders shall not be entitled to call for redemption of the Certificates prior to the Maturity Date.

3. Notwithstanding any other rights to redeem the Certificates prior to the Maturity Date in accordance with these Terms and Conditions, the Certificates shall be terminated automatically on an Automatic Early Redemption Date at the Automatic Early Redemption Amount per Certificate applicable with respect to the relevant Early Valuation Date if on the Early Valuation

Date directly preceding such Automatic Early Redemption Date the Reference Price of each Underlying is equal to or above 80% of the relevant Strike Price, all as specified in the following table:

Early Valuation Date	*Automatic Early Redemption Date*	*Applicable Automatic Early Redemption Amount per Certificate*
26 April 2016	10 May 2016	EUR 1,039
26 May 2016	9 June 2016	EUR 1,052
27 June 2016	11 July 2016	EUR 1,065
26 July 2016	9 August 2016	EUR 1,078
26 August 2016	9 September 2016	EUR 1,091
26 September 2016	10 October 2016	EUR 1,104
26 October 2016	9 November 2016	EUR 1,117
28 November 2016	12 December 2016	EUR 1,130
27 December 2016	10 January 2017	EUR 1,143
26 January 2017	9 February 2017	EUR 1,156
27 February 2017	13 March 2017	EUR 1,169
27 March 2017	10 April 2017	EUR 1,182
26 April 2017	11 May 2017	EUR 1,195
26 May 2017	9 June 2017	EUR 1,208
26 June 2017	10 July 2017	EUR 1,221
26 July 2017	9 August 2017	EUR 1,234
28 August 2017	11 September 2017	EUR 1,247
26 September 2017	10 October 2017	EUR 1,260
26 October 2017	9 November 2017	EUR 1,273
27 November 2017	11 December 2017	EUR 1,286
27 December 2017	11 January 2018	EUR 1,299

The rights in connection with the Certificates shall expire upon the payment of the relevant Automatic Early Redemption Amount on the relevant Automatic Early Redemption Date.

4. The Issuer may at any time purchase Certificates in the market or otherwise. Certificates repurchased by or on behalf of the Issuer may be held by the Issuer, re-issued or resold.

5. For so long as the Certificates are admitted to listing on Borsa Italiana S.p.A. and to trading on the Electronic Securitised Derivatives Market (SeDeX) of Borsa Italiana S.p.A., then at any time prior to 5:50 p.m. Milan time (the "**Renouncement Notice Cut-Off Time**") on the first Payment Business Day following the Final Valuation Date (the "**Renouncement Notice Cut-Off Date**"), any Certificateholder may renounce the redemption of the Certificates by payment of the Settlement Amount in accordance with § 4 (the "**Automatic Exercise**") by the delivery of a duly completed renouncement notice (the "**Renouncement Notice**") in the form set out in Annex 1 to these Terms and Conditions to the Certificates Account Holder, with a copy thereof to the Paying Agent. Once delivered, a Renouncement Notice shall be irrevocable and the relevant Certificateholder may not transfer the Certificates which are the subject of the Renouncement Notice. If a duly completed Renouncement Notice is validly delivered prior to the Renouncement Notice Cut-off Time on the Renouncement Notice Cut-off Date, any rights arising from the Certificates will terminate upon such delivery and the relevant Certificateholder will not be entitled to receive the Settlement Amount payable by the Issuer with respect to the Certificates and the Issuer shall have no further liability with respect to such Settlement Amount.

   Any determination as to whether a Renouncement Notice is duly completed and in proper form shall be made by the Certificates Account Holder (in consultation with the Paying Agent and the

Clearing System) and shall be conclusive and binding on the Issuer, the Paying Agent and the relevant Certificateholder.

Subject as follows, any Renouncement Notice so determined to be incomplete or not in proper form shall be null and void. If such Renouncement Notice is subsequently corrected to the satisfaction of the Paying Agent, it shall be deemed to be a new Renouncement Notice submitted at the time such correction was delivered to the Certificates Account Holder, with a copy thereof to the Paying Agent.

§ 6
PAYMENTS

1. All amounts payable pursuant to these Terms and Conditions shall be paid to the Paying Agent for transfer to the Clearing System or pursuant to the Clearing System's instruction for credit to the relevant accountholders on the dates stated in these Terms and Conditions. Payment to the Clearing System or pursuant to the Clearing System's instruction shall release the Issuer from its payment obligations under the Certificates in the amount of such payment.

2. If any payment pursuant to these Terms and Conditions is to be made on a day that is not a Payment Business Day, payment shall be made on the next following Payment Business Day. In this case, the Certificateholders shall neither be entitled to any payment claim nor to any interest claim or other compensation with respect to such delay.

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

§ 7
ADJUSTMENTS

1. Upon the occurrence of an Adjustment Event or Extraordinary Event each of which has a material effect on the Share or the price of the Share, the Issuer shall make any such adjustments to the Terms and Conditions as are necessary to account for the economic effect on the Certificates and to preserve, to the extent possible, the economic profile of the Certificates prior to the occurrence of the Adjustment Event or Extraordinary Event in accordance with the following provisions (each an "**Adjustment**"). The Issuer shall decide in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (*BGB*)) whether an Adjustment Event or Extraordinary Event has occurred and whether such Adjustment Event or Extraordinary Event has a material effect on the Share or the price of the Share.

2. An Adjustment may result in:

   (a) the Share being replaced by another share or other securities, a basket of securities and/or cash and/or cash and/or any other compensation, in each case as stipulated with reference to the relevant Adjustment Event or Extraordinary Event (a "**Replacement**"), and another stock exchange being determined as the Exchange;

   and/or

   (b) increases or decreases of specified variables and values or the amounts payable under the Certificates taking into account:

      (i) the effect of an Adjustment Event or Extraordinary Event on the price of the Share;

      (ii) the diluting or concentrative effect of an Adjustment Event or Extraordinary Event on the theoretical value of the Share; or

      (iii) any cash compensation or other compensation in connection with a Replacement;

and/or

(c) consequential amendments to the Share related provisions of the Terms and Conditions that are required to fully reflect the consequences of the Replacement.

3. Adjustments shall correspond to the adjustments to options or futures contracts relating to the Share made by the Futures Exchange (a "**Futures Exchange Adjustment**").

(a) If the Futures Exchange Adjustment results in the replacement of the Share by a basket of shares, the Issuer shall be entitled to determine that only the share with the highest market capitalisation on the Cut-off Date shall be the (replacement) Share for the purpose of the Certificates, and to hypothetically sell the remaining shares in the basket on the first Exchange Business Day following the Cut-off Date at the first available price and hypothetically reinvest the proceeds immediately afterwards in the (replacement) Share by making an appropriate adjustment to the specified variables and values or the amounts payable under the Certificates. If the determination of the share with the highest market capitalisation would result in an economic inappropriate Adjustment, the Issuer shall be entitled to select any other share of the basket of shares to be the (replacement) Share in accordance with the forgoing sentence. The Issuer shall decide in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (BGB)) whether this is the case.

(b) The Issuer shall not be required to make adjustments to the Terms and Conditions by reference to Futures Exchange Adjustments in cases where:

(i) the Futures Exchange Adjustments would result in economically irrelevant adjustments to the Terms and Conditions; the Issuer shall decide in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (BGB)) whether this is the case;

(ii) the Futures Exchange Adjustments violate the principles of good faith or would result in adjustments of the Terms and Conditions contrary to the principle to preserve the economic profile of the Certificates prior to the occurrence of the Adjustment Event or the Extraordinary Event and to compensate for the economic effect thereof on the price of the Share; the Issuer shall decide in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (BGB)) whether this is the case; or

(iii) in cases where no Futures Exchange Adjustment occurs but where such Futures Exchange Adjustment would be required pursuant to the adjustment rules of the Futures Exchange; in such case, the Issuer shall decide in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (BGB)) whether this is the case and shall make Adjustments in accordance with the adjustment rules of the Futures Exchange.

(c) In the event of any doubts regarding the application of the Futures Exchange Adjustment or adjustment rules of the Futures Exchange or where no Futures Exchange exists, the Issuer shall make such adjustments to the Terms and Conditions which are required in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (BGB)) to preserve the economic profile of the Certificates prior to the occurrence of the Adjustment Event or the Extraordinary Event and to compensate for the economic effect thereof on the price of the Share.

4. Any reference made to the Share in these Terms and Conditions shall, if the context so admits, then refer to the replacement share. All related definitions shall be deemed to be amended accordingly.

5. Adjustments shall take effect as from the date (the "**Cut-off Date**") determined by the Issuer in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (*BGB*)), provided that (if the Issuer takes into consideration the manner in which adjustments are or would be made by

the Futures Exchange) the Issuer shall take into consideration the date at which such adjustments take effect or would take effect at the Futures Exchange.

6. Adjustments as well as their Cut-off Date shall be notified by the Issuer in accordance with § 13.

7. Any Adjustment in accordance with this § 7 does not exclude a later termination in accordance with § 8 on the basis of the same event.

§ 8
EXTRAORDINARY TERMINATION RIGHTS OF THE ISSUER

1. Upon the occurrence of an Extraordinary Event, the Issuer may also freely elect to terminate the Certificates prematurely instead of making an Adjustment. If an Adjustment would not be sufficient to preserve the economic profile of the Certificates prior to the occurrence of the Extraordinary Event, the Issuer shall terminate the Certificates according to paragraph 1 prematurely; the Issuer shall decide in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (BGB)) whether this is the case.

   The Issuer may also freely elect to terminate the Certificates prematurely in the case of 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; all as determined by the Issuer based on notifications to the competent authorities or on other information determined as relevant by the Issuer.

2. The Issuer may also freely elect to terminate the Certificates prematurely if (i) due to the adoption of or any change in any applicable law or regulation (including any tax law) or (ii) due to the promulgation of or any change in the interpretation by any competent court, tribunal or regulatory authority (including any tax authority) that (A) it has become illegal to hold, acquire or dispose of the Underlying or (B) it will incur materially increased costs in performing the Issuer's obligation under the Certificates (including due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position) (the "**Change in Law**"). The Issuer shall decide in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (*BGB*)) whether a Change in Law has occurred.

3. Any extraordinary termination of the Certificates shall be notified by the Issuer in accordance with § 13 within fourteen Payment Business Days following the occurence of the relevant event (the "**Extraordinary Termination Notice**"). The Extraordinary Termination Notice shall designate a Payment Business Day as per which the extraordinary termination shall become effective (the "**Extraordinary Termination Date**") in accordance with the following provisions. Such Extraordinary Termination Date shall be not later than seven Payment Business Days following the publication of the Extraordinary Termination Notice.

4. If the Certificates are called for redemption, they shall be redeemed at an amount per Certificate that is equivalent to their fair market value (the "**Extraordinary Termination Amount**"). The Issuer shall calculate the Extraordinary Termination Amount in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (BGB)) by taking into account prevailing market conditions.

5. The Issuer shall pay the Extraordinary Termination Amount to the Certificateholders not later than on the tenth Payment Business Day following the Extraordinary Termination Date.

§ 9
TAXES

All present and future taxes, fees or other duties in connection with the Certificates shall be borne and paid by the Certificateholders. The Issuer is entitled to withhold from payments to be made under the

Certificates any taxes, fees and/or duties payable by the Certificateholder in accordance with the previous sentence.

§ 10
STATUS

The obligations under the Certificates constitute direct, unconditional and unsecured (*nicht dinglich besichert*) 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).

§ 11
PAYING AGENT

1. Commerzbank Aktiengesellschaft, Kaiserstraße 16 (Kaiserplatz), 60311 Frankfurt am Main, Federal Republic of Germany, shall be the paying agent (the "**Paying Agent**") and BNP Paribas Securities Services, Via Ansperto 5, 20123 Milano, Republic of Italy, shall be the additional paying agent (the "**Additional Paying Agent**").

2. The Issuer shall be entitled at any time to appoint another bank of international standing as Paying Agent and/or Additional Paying Agent. Such appointment and the effective date shall be notified in accordance with § 13.

3. The Paying Agent and the Additional Paying Agent are hereby granted exemption from the restrictions of § 181 of the German Civil Code (*BGB*) and any similar restrictions of the applicable laws of any other country.

§ 12
SUBSTITUTION OF THE ISSUER

1. Any other company may assume at any time during the life of the Certificates, subject to paragraph 2, without the Certificateholders' consent all the obligations of the Issuer under and in connection with the Certificates. Any such substitution and the effective date shall be notified by the Issuer in accordance with § 13.

   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 the Certificates with the same effect as if the New Issuer had been named as the Issuer in these Terms and Conditions; the Issuer (and, in the case of a repeated application of this § 12, 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 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 Certificates;

   (b) the New Issuer has agreed to indemnify and hold harmless each Certificateholder against any tax, duty, assessment or governmental charge imposed on such Certificateholder in respect of such substitution;

   (c) the Issuer (in this capacity referred to as the "**Guarantor**") has unconditionally and irrevocably guaranteed to the Certificateholders compliance by the New Issuer with all obligations under the Certificates;

(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 § 12 shall apply again.

§ 13
NOTICES

Notices relating to the Certificates shall be published on the Issuer's website *http://pb.commerzbank.com* or in the electronic version of the Federal Gazette (*Bundesanzeiger*) and possibly, without giving rise to any obligation for the Issuer, through a notice by Borsa Italiana S.p.A., and shall be deemed to be effective upon such publication unless such publication gives another effective date.

Following the admission to listing of the Certificates, any change/amendment or material information in connection with the Certificates will be published by Borsa Italiana S.p.A. through a stock exchange notice in accordance with the relevant legal and regulatory provisions in force in the Republic of Italy.

§ 14
LIMITATION OF LIABILITY; PRESENTATION PERIODS; PRESCRIPTION

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

2. The period for presentation of the Certificates (§ 801 paragraph 1, sentence 1 German Civil Code (*BGB*)) shall be ten years and the period of limitation for claims under the Certificates presented during the period for presentation shall be two years calculated from the expiry of the relevant presentation period.

§ 15
FINAL CLAUSES

1. The Certificates and the rights and duties of the Certificateholders, the Issuer, the Paying 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 and 2 of the Terms and Conditions which shall be governed by the laws of the Republic of Italy.

   The rights and duties of the Additional Paying Agent shall in all respects be governed by the laws of the Republic of Italy.

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 Certificate-holders. The declaration of rescission shall be made without undue delay upon becoming aware of any such ground for rescission (*Anfechtungsgrund*) and in accordance with § 13. Following such rescission by the Issuer, the Certificateholders may instruct the account holding bank to submit a duly completed redemption notice to the Paying Agent, either by filling in the relevant form available from the Paying Agent or by otherwise stating all information and declarations required on the form (the "**Rescission Redemption Notice**"), and to request repayment of the Issue Price against transfer of the Certificates to the account of the Paying Agent with the Clearing System. The Issuer shall make available the Issue Price to the Paying Agent within ten calendar days following receipt of the Rescission Redemption Notice and of the Certificates by the Paying Agent, whichever receipt is later, whereupon the Paying Agent shall transfer the

Issue Price to the account specified in the Rescission Redemption Notice. Upon payment of the Issue Price all rights under the Certificates delivered shall expire.

3. The Issuer may combine the declaration of rescission pursuant to paragraph 2 with an offer to continue the Certificates on the basis of corrected Terms and Conditions. Such an offer and the corrected provisions shall be notified to the Certificateholders together with the declaration of rescission in accordance with § 13. Any such offer shall be deemed to be accepted by a Certificateholder (and the rescission shall not take effect), unless the Certificateholder requests repayment of the Issue Price within four weeks following the date on which the offer has become effective in accordance with § 13 by delivery of a duly completed Rescission Redemption Notice via the account holding bank to the Paying Agent and by transfer of the Certificates to the account of the Paying 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 paragraph 2 and 3 shall be deemed to be the higher of (i) the purchase price that was actually paid by the relevant Certificateholder (as declared and proved by evidence in the request for repayment by the relevant Certificateholder) and (ii) the weighted average (as determined by the Issuer in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (*BGB*)) of the traded prices of the Certificates on the Exchange Business Day preceding the declaration of rescission pursuant to paragraph 2. If a Market Disruption Event exists on the Exchange Business Day preceding the declaration of rescission pursuant to paragraph 2, the last Exchange Business Day preceding the declaration of rescission pursuant to paragraph 2 on which no Market Disruption Event existed shall be decisive for the ascertainment of price pursuant to the preceding sentence.

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 German Civil Code (*BGB*)). The Issuer, however, shall only be entitled to make such corrections or amendments which are reasonably acceptable to the Certificateholders having regard to the interests of the Issuer and in particular which do not materially adversely affect the legal or financial situation of the Certificateholders. Notice of any such correction or amendment shall be given to the Certificateholders in accordance with § 13.

6. If the Certificateholder was aware of typing or calculation errors or similar errors at the time of the acquisition of the Certificates, then, notwithstanding paragraphs 2 - 5, the Certificateholder 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 - 5 above.

8. Place of performance is Frankfurt am Main.

9. Place of jurisdiction for all disputes and other proceedings in connection with the Certificates 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.

10. The English version of these Terms and Conditions shall be binding. Any translation is for convenience only.

ANNEX 1 to the Terms and Conditions of the Certificates

Renouncement Notice from the CERTIFICATEHOLDER to his/her CERTIFICATE ACCOUNT HOLDER

(to be completed by the beneficial owner of the Certificates for the valid renouncement of the Automatic Exercise of the Certificates)

Commerzbank Aktiengesellschaft

5,000 Classic Triple Autocall Certificates linked to Shares

ISIN DE000CZ44KA5

(the "**Certificates**")

To: Certificates Account Holder
(the "**Certificates Account Holder**")

C/c Paying Agent
[Commerzbank Aktiengesellschaft
Attn: [•]
Kaiserstraße 16 (Kaiserplatz),
60311 Frankfurt am Main]
Fax No: [ ]
(the "**Paying Agent**")

We, the undersigned Certificateholder(s), hereby communicate that we are renouncing the right to receive the Settlement Amount payable with respect to the Number of Certificates following the Automatic Exercise of the Certificates as specified below, in accordance with the Terms and Conditions of the Certificates. Furthermore we acknowledge that any rights arising from the Certificates will terminate upon delivery of the Renouncement Notice and that we will not be entitled to receive any Settlement Amount payable by the Issuer with respect to the Certificates and that the Issuer shall have no further liability with respect to such amounts.

The undersigned understands that if this notice is not duly completed and delivered prior to the Renouncement Notice Cut-Off Time on the Renouncement Notice Cut-Off Date, or if this notice is determined to be incomplete or not in proper form [(in the determination of the Certificates Account Holder in consultation with the Paying Agent and the Clearing System)] it will be treated as null and void.

ISIN of the Certificates: DE000CZ44KA5

Number of Certificates which are the subject of this notice: [ ]

[Renouncement Notice Cut-Off Time: [...]]

[Renouncement Notice Cut-Off Date: [...]]

Name of Certificateholder(s)

____

Signature

ADDITIONAL INFORMATION

Country(ies) where the offer takes place:	Italian Republic
Country(ies) where admission to trading on the regulated market(s) is being sought:	Italian Republic

SUMMARY

Summaries are made up of disclosure requirements known as 'Elements'. These elements are numbered in Sections A – E (A.1 – E.7).

This summary contains all the Elements required to be included in a summary for this type of securities and Issuer. There may be gaps in the numbering sequence of the Elements in cases where Elements are not required to be addressed.

Even though an Element may be required to be inserted in the summary because of the type of securities and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of '- not applicable -'. Certain provisions of this summary are in brackets. Such information will be completed or, where not relevant, deleted, in relation to a particular issue of securities, and the completed summary in relation to such issue of securities shall be appended to the relevant final terms.

Section A – Introduction and Warnings

Element	Description of Element	Disclosure requirement
A 1	Warnings	This summary should be read as an introduction to the base prospectus (the "**Base Prospectus**") and the relevant Final Terms containing the relevant terms and conditions (the "**Terms and Conditions**"). Investors should base any decision to invest in the securities issued under this Base Prospectus (the "**Certificates**") in consideration of the Base Prospectus as a whole and the relevant Final Terms. Where a claim relating to information contained in the Base Prospectus is brought before a court in a member state of the European Economic Area, the plaintiff investor may, under the national legislation of such member state, be required to bear the costs for the translation of the Base Prospectus and the Final Terms before the legal proceedings are initiated. Civil liability attaches only to those persons, who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus or it does not provide, when read together with the other parts of the Base Prospectus, all necessary key information.
A 2	Consent to the use of the Prospectus	The Issuer hereby grants consent to use the Base Prospectus and the Final Terms for the subsequent resale or final placement of the Certificates by any financial intermediary. The offer period within which subsequent resale or final placement of Certificates by financial intermediaries can be made is valid only as long as the Base Prospectus and the Final Terms are valid in accordance with Article 9 of the Prospectus Directive as implemented in the Italian Republic. The consent to use the Base Prospectus and the Final Terms is granted only in relation to the Italian Republic.

		The consent to use this Base Prospectus including any supplements as well as any corresponding Final Terms is subject to the condition that (i) this Base Prospectus and the respective Final Terms are delivered to potential investors only together with any supplements published before such delivery and (ii) when using this Base Prospectus and the respective Final Terms, each financial intermediary must make certain that it complies with all applicable laws and regulations in force in the respective jurisdictions. **In the event of an offer being made by a financial intermediary, this financial intermediary will provide information to investors on the terms and conditions of the offer at the time of that offer.**

Section B – Issuer

Element	**Description of Element**	**Disclosure requirement**
B 1	**Legal and Commercial Name of the Issuer**	The legal name of the Bank is COMMERZBANK Aktiengesellschaft (the "**Issuer**", the "**Bank**" or "**Commerzbank**", together with its consolidated subsidiaries "**Commerzbank Group**" or the "**Group**") and the commercial name of the Bank is Commerzbank.
B 2	**Domicile / Legal Form / Legislation / Country of Incorporation**	The Bank's registered office is in Frankfurt am Main, Federal Republic of Germany. COMMERZBANK is a stock corporation established and operating under German law and incorporated in the Federal Republic of Germany.
B 4b	**Known trends affecting the Issuer and the industries in which it operates**	The global financial market crisis and sovereign debt crisis in the eurozone in particular have put a very significant strain on the net assets, financial position and results of operations of Commerzbank in the past, and it can be assumed that further materially adverse effects for Commerzbank can also result in the future, in particular in the event of a renewed escalation of the crisis.
B 5	**Organisational Structure**	COMMERZBANK is the parent company of the COMMERZBANK Group. The COMMERZBANK Group holds directly and indirectly equity participations in various companies.
B 9	**Profit forecasts or estimates**	- not applicable – The Issuer currently does not make profit forecasts or estimates.
B 10	**Qualifications in the auditors' report on the historical financial information**	- not applicable – Unqualified auditors' reports have been issued on the consolidated financial statements and management reports for the financial year ended 2013 and 2014 as well as on the annual financial statements and management report for the 2014 financial year which are incorporated by reference into this Base Prospectus.

B 12 **Selected key financial information**

The following table sets forth selected key financial information of COMMERZBANK Group which has been derived from the respective audited consolidated financial statements prepared in accordance with IFRS as of 31 December 2013 and 2014 as well as from the condensed consolidated interim financial statements (reviewed) as of 30 September 2015:

Balance Sheet (€m)	**31 December 2013*)**	**31 December 2014**	**30 September 2015**
Total assets	549,654	557,609	563,852
Equity	26,933	26,960	30,102

Income Statement (€m)	**January – December 2013*)**	**2014**	**January – September 2014**	**2015**
Operating profit	731	684	924	1,499
Pre-tax profit or loss	238	623	924	1,405
Consolidated profit or loss**)	81	264	525	853

*) Prior-year figures restated due to the restatement of credit protection insurance and the tax restatement.

**) Insofar as attributable to COMMERZBANK shareholders.

No material adverse change in the prospects of the Issuer, Significant changes in the financial position

There has been no material adverse change in the prospects of COMMERZBANK Group since 31 December 2014.

- not applicable -

There has been no significant change in the financial position of COMMERZBANK Group since 30 September 2015.

B 13 **Recent events which are to a material extent relevant to the Issuer's solvency**

- not applicable -

There are no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency.

B 14 **Dependence of the Issuer upon other entities within the group**

- not applicable –

As stated under item B.5, COMMERZBANK is the parent company of the COMMERZBANK Group.

B 15 **Issuer's principal activities**

The focus of the activities of COMMERZBANK Group is on the provision of a wide range of financial services to private, small and medium-sized corporate and institutional customers in Germany, including account administration, payment transactions, lending, savings and investment products, securities services, and capital market and investment banking products and services. As part of its comprehensive financial services strategy, the Group also offers other financial services in association with cooperation partners, particularly building savings loans, asset management and insurance. The Group is continuing to expand its position as one of the most important

		German export financiers. Alongside its business in Germany, the Group is also active internationally through its subsidiaries, branches and investments, particularly in Europe. The focus of its international activities lies in Poland and on the goal of providing comprehensive services to German small and medium-sized enterprises in Western Europe, Central and Eastern Europe and Asia. COMMERZBANK Group is divided into five operating segments - Private Customers, Mittelstandsbank, Central & Eastern Europe, Corporates & Markets and Non Core Assets (NCA) as well as Others and Consolidation. The Private Customers, Mittelstandsbank, Central & Eastern Europe and Corporates & Markets segments form COMMERZBANK Group's core bank together with Others and Consolidation.
B 16	**Controlling parties**	- not applicable - COMMERZBANK has not submitted its management to any other company or person, for example on the basis of a domination agreement, nor is it controlled by any other company or any other person within the meaning of the German Securities Acquisition and Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*).

Section C – Securities

Element	**Description of Element**	**Disclosure requirement**
C 1	**Type and class of the securities / Security identification number**	Type/Form of Securities Classic Triple Certificates relating to Shares (the "**Certificates**") The Certificates are issued in bearer dematerialised form in the denomination of Euro 1,000 (the "**Denomination**"). Security identification number(s) of Securities ISIN DE000CZ44KA5
C 2	**Currency of the securities**	The Certificates are issued in Euro.
C 5	**Restrictions on the free transferability of the securities**	- not applicable – The Certificates are freely transferable, subject to the offering and selling restrictions, the applicable law and the rules and regulations of the Clearing System.
C 8	**Rights attached to the securities (including ranking of the Securities and limitations to**	Governing law of the Securities The Certificates will be governed by, and construed in accordance with German law. The constituting of the Certificates may be governed by the laws of the jurisdiction of the Clearing System as set out in the Terms and Conditions.

	those rights)	Rights attached to the Securities *Repayment* The holder of the Certificates will receive on the Maturity Date a monetary amount equal to a Settlement Amount which will either be equal to Euro 1,312 per Certificate or equal to the Calculation Amount or calculated according to a formula set out in the Terms and Conditions and which will be depending on the Reference Price of the Underlyings on the Final Valuation Date. During the term of the Certificates the investor will not receive dividend payments of the Company issuing the Shares underlying the Certificates. *Adjustments and Early Redemption* Subject to particular circumstances, the Issuer may be entitled to perform certain adjustments. Apart from this, the Issuer may be entitled to terminate the Certificates prematurely if a particular event occurs. Ranking of the Securities The obligations under the Certificates constitute direct, unconditional and unsecured (*nicht dinglich besichert*) obligations of the Issuer and, unless otherwise provided by applicable law, rank at least pari passu with all other unsubordinated and unsecured (*nicht dinglich besichert*) obligations of the Issuer.
C 11	**Admission to listing and trading on a regulated market or equivalent market**	The Certificates will be sold and traded by the issuer only through the regulated market of Borsa Italiana S.p.A. (Electronic Securitised Derivatives Market ("**SeDeX**")) starting from the date established by Borsa Italiana S.p.A. in a public notice.
C 15	**Influence of the Underlying on the value of the securities:**	The redemption of the Certificates on the Maturity Date and, in the case of an automatic early redemption event, the Automatic Early Redemption Amount to be paid on the relevant Automatic Early Redemption Date, depend on the performance of the Underlyings. In detail: Subject to the provisions contained in the Terms and Conditions, each Certificate will be redeemed on the Maturity Date by the payment of an amount in Euro (the "**Settlement Amount**"), as determined by the Issuer in accordance with the Terms and Conditions. The Settlement Amount per Certificate is, if necessary, rounded to the next Euro 0.01 (Euro 0.005 will be rounded up)). There are three possible scenarios for the redemption of the Certificates on the Maturity Date:

1. If on the Final Valuation Date the Reference Price of each Underlying is equal to or above 80% of the relevant Strike Price, then each Certificate shall be redeemed by payment of a Settlement Amount equal to Euro 1,312;

or

2. if on the Final Valuation Date the Reference Price of the Worst Performing Underlying is below 80% of the relevant Strike Price but equal to or above 60% of the relevant Strike Price, each Certificate shall be redeemed by payment of a Settlement Amount equal to the Calculation Amount;

or

3. in all other cases, each Certificate shall be redeemed by payment of a Settlement Amount determined by applying the following formula:

$$SA = CA \times \frac{\text{Worst Underlying}_{\text{Final}}}{\text{Worst Underlying}_{\text{Strike}}}$$

Where

"**CA**" means the "**Calculation Amount**" equal to Euro 1,000;

"**Worst Underlying$_{\text{Final}}$**" means the Reference Price of the Worst Performing Underlying on the Final Valuation Date; and

"**Worst Underlying$_{\text{Strike}}$**" means the Strike Price of the Worst Performing Underlying.

Notwithstanding any other rights to redeem the Certificates prior to the Maturity Date in accordance with the Terms and Conditions, the Certificates shall be terminated automatically and redeemed on an Automatic Early Redemption Date at the relevant Automatic Early Redemption Amount if on the Early Valuation Date directly preceding such Automatic Early Redemption Date the Reference Price of each Underlying is equal to or above 80% of the relevant Strike Price, all as specified in the following table:

Early Valuation Date	*Automatic Early Redemption Date*	*Applicable Automatic Early Redemption Amount per Certificate*
26 April 2016	10 May 2016	Euro 1,039
26 May 2016	9 June 2016	Euro 1,052
27 June 2016	11 July 2016	Euro 1,065
26 July 2016	9 August 2016	Euro 1,078
26 August 2016	9 September 2016	Euro 1,091

26 October 2016	9 November 2016	Euro 1,117
28 November 2016	12 December 2016	Euro 1,130
27 December 2016	10 January 2017	Euro 1,143
26 January 2017	9 February 2017	Euro 1,156
27 February 2017	13 March 2017	Euro 1,169
27 March 2017	10 April 2017	Euro 1,182
26 April 2017	11 May 2017	Euro 1,195
26 May 2017	9 June 2017	Euro 1,208
26 June 2017	10 July 2017	Euro 1,221
26 July 2017	9 August 2017	Euro 1,234
28 August 2017	11 September 2017	Euro 1,247
26 September 2017	10 October 2017	Euro 1,260
26 October 2017	9 November 2017	Euro 1,273
27 November 2017	11 December 2017	Euro 1,286
27 December 2017	11 January 2018	Euro 1,299

The rights in connection with the Certificates shall expire upon the payment of the relevant Automatic Early Redemption Amount on the relevant Automatic Early Redemption Date.

C 16	**Valuation Date**	26 January 2018
	Maturity Date	9 February 2018
C 17	**Description of the settlement procedure for the securities**	The Certificates sold will be delivered on 9 February 2016 in accordance with applicable local market practice via the Clearing System.
C 18	**Delivery procedure (clearing on the Maturity Date)**	All amounts payable pursuant to the Terms and Conditions shall be paid to the Certificateholders not later than on the Settlement Date following the date stated in the Terms and Conditions. Such payment shall be made to the Paying Agent for transfer to the Clearing System or pursuant to the Clearing System's instruction for credit to the relevant accountholders. Payment to the Clearing System or pursuant to the Clearing System's instruction shall release the Issuer from its payment obligations under the Certificates in the amount of such payment. If a payment is to be made on a day that is not a Payment Business Day, it shall take place on the next following Payment Business Day. In this case, the relevant Certificateholder shall neither be entitled to any payment claim nor to any interest claim or other compensation with respect to such delay. **"Paying Agent**" means Commerzbank Aktiengesellschaft. "**Clearing System**" means Monte Titoli S.p.A. "**Payment Business Day**" means a day on which the Trans-European

		Automated Real-time Gross Settlement Express Transfer system which utilises a single shared platform (TARGET2) and the Clearing System settle payments in Euro.
C 19	**Final Reference Price of the Underlying**	The official closing price of the Shares as determined and published by the Exchange on the Final Valuation Date.
C 20	**Type of the underlying and details, where information on the underlying can be obtained**	The assets underlying the Certificates are:

Company	*Bloomberg ticker*	*ISIN*	*Exchange*
Carrefour S.A.	CA FP Equity	FR0000120172	Paris Stock Exchange
Casino Guichard Perrachon S.A.	CO FP Equity	FR0000125585	Paris Stock Exchange
Koninklijke Ahold N.V	AH NA Equity	NL0006033250	Amsterdam Stock Exchange

(each an "**Underlying**", collectively, the "**Underlyings**").

Information on the Underlyings is available on the website of the Exchange on which the relevant Underlying is listed:
www.euronext.com
www.aex.nl

Section D – Risks

The purchase of Certificates is associated with certain risks. **The Issuer expressly points out that the description of the risks associated with an investment in the Certificates describes only the major risks which were known to the Issuer at the date of the Base Prospectus.**

Element	**Description of Element**	**Disclosure requirement**
D 2	**Key risks specific to the Issuer**	The Certificates entail an issuer risk, also referred to as debtor risk or credit risk for prospective investors. An issuer risk is the risk that COMMERZBANK becomes temporarily or permanently unable to meet its obligations to pay interest and/or the settlement amount. Furthermore, COMMERZBANK is subject to various risks within its business activities. Such risks comprise in particular the following types of risks: <u>Global Financial Market Crisis and Sovereign Debt Crisis:</u> The global financial crisis and sovereign debt crisis, particularly in the eurozone, have had a significant material adverse effect on the Group's net assets, financial position and results of operations. There can be no assurance that the Group will not suffer further material

adverse effects in the future, particularly in the event of a renewed escalation of the crisis. Any further escalation of the crisis within the European Monetary Union may have material adverse effects on the Group, which, under certain circumstances, may even threaten the Group's existence. The Group holds substantial volumes of sovereign debt. Impairments and revaluations of such sovereign debt to lower fair values have had material adverse effects on the Group's net assets, financial position and results of operations in the past, and may have further adverse effects in the future.

Macroeconomic Environment:

The macroeconomic environment prevailing over the past few years has negatively affected the Group's results, and the Group's heavy dependence on the economic environment, particularly in Germany, may result in further substantial negative effects in the event of any renewed economic downturn.

Counterparty Default Risk:

The Group is exposed to default risk (credit risk), including in respect of large individual commitments, large loans and commitments, concentrated in individual sectors, referred to as "bulk" risk, as well as loans to debtors that may be particularly affected by the sovereign debt crisis. The run-down of the ship finance portfolio and the Commercial Real Estate finance portfolio is exposed to considerable risks in view of the current difficult market environment and the volatility of ship prices and real estate prices and the default risk (credit risk) affected thereby, as well as the risk of substantial changes in the value of ships held as collateral directly owned, directly owned real estate and private and commercial real estate held as collateral. The Group has a substantial number of non-performing loans in its portfolio and defaults may not be sufficiently covered by collateral or by write-downs and provisions previously taken.

Market Price Risks:

The Group is exposed to market price risks in the valuation of equities and investment fund units as well as in the form of interest rate risks, credit spread risks, currency risks, volatility and correlation risks, commodity price risks.

Strategic Risks:

There is a risk that the Group may not benefit from the strategic agenda or may be able to do so only in part or at higher costs than planned, and that the implementation of planned measures may not lead to the achievement of the strategic objectives sought to be obtained.

Risks from the Competitive Environment:

The markets in which the Group is active, particularly the German market (and, in particular, the private and corporate customer business and investment banking activities) and the Polish market, are characterized by intense competition on price and on transaction terms, which results in considerable pressure on margins.

Liquidity Risks:

The Group is dependent on the regular supply of liquidity and a market-wide or company-specific liquidity shortage can have material adverse effects on the Group's net assets, financial position and results of operations.

Operational Risks:

The Group is exposed to a large number of operational risks including the risk that employees will enter into excessive risks on behalf of the Group or will violate compliance-relevant regulations while conducting business activities and thereby cause considerable losses to appear suddenly, which may also lead indirectly to an increase in regulatory capital requirements.

Risks from Goodwill Write-Downs

It is possible that the goodwill reported in the Group's consolidated financial statements and brand names will have to be fully or partly written down as a result of impairment tests.

Risks from Bank-Specific Regulation:

Ever stricter regulatory capital and liquidity standards and procedural and reporting requirements may call into question the business model of a number of the Group's activities, adversely affect the Group's competitive position, reduce the Group’s profitability, or make the raising of additional equity capital necessary. Other regulatory reforms proposed in the wake of the financial crisis, for example, requirements such as the bank levy, a possible financial transaction tax, the separation of proprietary trading from the deposit-taking business, or stricter disclosure and organizational obligations may materially influence the Group's business model and competitive environment.

Legal Risks:

Legal disputes may arise in connection with COMMERZBANK’s business activities, the outcomes of which are uncertain and which entail risks for the Group. For example, claims for damages on the grounds of flawed investment advice have led to substantial liabilities for the Group and may also lead to further substantial liabilities for the Group in the future. Payments and restoration of value claims have been asserted against COMMERZBANK and its subsidiaries, in some cases also in court, in connection with profit participation certificates and trust preferred securities they have issued. The outcome of such proceedings may have material adverse effects on the Group that go beyond the claims asserted in each case. Regulatory, supervisory and judicial proceedings may have a material adverse effect on the Group. Proceedings brought by regulators, supervisory authorities and prosecutors may have material adverse effects on the Group.

D 6	**Key information on the key risks**	No secondary market immediately prior to the final maturity

that are specific to the securities

The market maker and/or the exchange will cease trading in the Certificates shortly before their scheduled Maturity Date. However, between the last trading day and the Final Valuation Date, the price of the Underlying, which is relevant for the Certificates, may still change. This may be to the investor's disadvantage.

No Collateralization

The Certificates constitute unconditional obligations of the Issuer. They are neither secured by the Deposit Protection Fund of the Association of German Banks (*Einlagensicherungsfonds des Bundesverbandes 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 cannot or only partially fulfil the attainments due under the Certificates. Under these circumstances, a total loss of the investor's capital might be possible.

The proposed Financial Transactions Tax (FTT)

The European Commission has proposed a common financial transactions tax (FTT) to be implemented in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia. The proposed financial transactions tax could apply to certain dealings in the Certificates (including secondary market transactions) in certain circumstances. However, the financial transactions tax is still subject to negotiation between the participating EU Member States. Additional EU Member States may decide to participate. Furthermore, it is currently uncertain when the financial transactions tax will be enacted and when the tax will enter into force with regard to dealings with the Certificates. Meanwhile, the Republic of Italy has already enacted a local financial transactions tax, which applies to dealings in Italian shares and securities linked to such shares.

Risks in connection with the Act on the Recovery and Resolution of Institutions and Financial Groups, with the EU Regulation establishing a Single Resolution Mechanism, and with the proposal for a new EU regulation on the mandatory separation of certain banking activities

The Act on the Recovery and Resolution of Institutions and Financial Groups (*Gesetz zur Sanierung und Abwicklung von Instituten und Finanzgruppen* - SAG) - which is the transposition into German law of the EU framework for the recovery and resolution of credit institutions and investment firms (Directive 2014/59/EU, the "**Bank Recovery and Resolution Directive**" or "**BRRD**") may result in claims for payment of principal or other amounts under the Certificates being subject to a conversion into one or more instruments that constitute common equity tier 1 capital for the Issuer, such as ordinary shares, or a permanent reduction, including to zero, by intervention of the competent resolution authority. Each of these measures are hereinafter referred to as a "**Regulatory Bail-in**". The holders of Certificates would have no claim against the Issuer in such a case and there would be no obligation of Issuer to make payments under the Cerficates. This would occur if the Issuer becomes, or is deemed by the competent supervisory authority to have become, "non-viable" (as defined under the then applicable law) and unable to continue its regulated activities without such conversion or write-down or without a public sector injection of capital. The resolution authority will have to exercise its power in a way that results in (i) common equity tier 1 capital instruments (such as ordinary shares of the Issuer) being written down first in proportion to the relevant losses, (ii) thereafter, the principal amount of other capital instruments (additional tier 1 capital instruments and tier 2 capital instruments) being written down on a permanent basis or converted into common equity tier 1 capital instruments in accordance with their order of priority and (iii) thereafter, eligible liabilities - as those under the Certificates - being converted into common equity tier 1 capital instruments or written down on a permanent basis in accordance with a set order of priority. The extent to which the principal amount of the Certificates may be subject to a Regulatory Bail-in will depend on a number of factors that are outside the Issuer’s control, and it will be difficult to predict when, if at all, a Regulatory Bail-in will occur. Potential investors should consider the risk that they may lose all of their investment, including the principal amount if a Regulatory Bail-in occurs.

Further, the EU Regulation establishing a Single Resolution Mechanism ("**SRM Regulation**") contains provisions relating to resolution planning, early intervention, resolution actions and resolution instruments that should become applicable as of 1 January 2016. A centralised decision-making will be built around a Single Resolution Board. This framework should be able to ensure that, instead of national resolution authorities, there will be a single authority – i.e. the Board – which will take all relevant decisions for banks being part of the Banking Union.

On 29 January 2014, the European Commission adopted a proposal for a new mandatory separation of certain banking activities that is in many respects stricter than the requirements under the German bank separation law (sections 3(2)-(4), 25f, 64s of the German Banking Act (*Kreditwesengesetz* - KWG). European banks that exceed the following thresholds for three consecutive years: a) total assets are equal or exceed €30 billion; b) total trading assets and liabilities are equal or exceed €70 billion or 10% of their total assets, will be automatically banned from engaging in proprietary trading defined narrowly as activities with no hedging purposes or no connection with customer needs. In addition, such banks will be prohibited also from investing in or holding shares in hedge funds, or entities that engage in proprietary trading or sponsor hedge funds. Other trading and investment banking activities - including market-making, lending to venture capital and private equity funds, investment and sponsorship of complex securitisation, sales and trading of derivatives - are not subject to the ban, however they might be subject to separation.The proprietary trading ban would apply as of 1 January 2017 and the effective separation of other trading activities would apply as of 1 July 2018. Should a mandatory separation be imposed, additional costs are not ruled out, in terms of higher funding costs, additional capital requirements and operational costs due to the separation, lack of diversification benefits.

U.S. Foreign Account Tax Compliance Act Withholding

The Issuer may be required to withhold tax at a rate of 30% on all, or a portion of, payments made after 31 December 2016 in respect of

(i) securities issued or materially modified after the date that is six months after the date on which the final regulations applicable to "foreign passthru payments" are filed in the Federal Register, (ii) securities issued or materially modified after the date that is six months after the date on which obligations of their type are first treated as giving rise to dividend equivalents, or (ii) securities treated as equity for U.S. federal tax purposes, whenever issued, pursuant to certain provisions commonly referred to as the "Foreign Account Tax Compliance Act".

Impact of a downgrading of the credit rating

The value of the Certificates could be affected by the ratings given to the Issuer by rating agencies. Any downgrading of the Issuer’s rating by even one of these rating agencies could result in a reduction in the value of the Certificates.

Extraordinary termination, early redemption and adjustment rights

The Issuer shall be entitled to perform adjustments or to terminate and redeem the Certificates prematurely if certain conditions are met. This may have a negative effect on the value of the Certificates as well as the Extraordinary Termination Amount. If the Certificates are terminated, the amount payable to the holders of the Certificates in the event of the extraordinary termination of the Certificates may be lower than the amount the holders of the Certificates would have received without such termination.

Market disruption event or trading disruption event or fund disruption event

The Issuer is entitled to determine market disruption events, trading disruption events or fund disruption events, respectively, that might result in a postponement of a calculation and/or of any attainments under the Certificates and that might affect the value of the Certificates. In addition, in certain cases stipulated, the Issuer may estimate certain prices that are relevant with regard to attainments or the reaching of thresholds. These estimates may deviate from their actual value.

Substitution of the Issuer

If the conditions are met, the Issuer is entitled at any time, without the consent of the holders of the Certificates, to appoint another company as the new Issuer with regard to all obligations arising out of or in connection with the Certificates in its place. In that case, the holder of the Certificates will generally also assume the insolvency risk with regard to the new Issuer.

Risk factors relating to the Underlying

The Certificates depend on the value of the Underlying and the risk associated with this Underlying. The value of the 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 Certificates.

Risk relating to an automatic early redemption

Under certain circumstances as set forth in the Terms and Conditions, the Certificates may be redeemed early if certain conditions are met, which may adversely affect the economics of the Certificates for the investor.

Risk at maturity

The Certificates could be redeemed on the Maturity Date by payment of a Settlement Amount which will be significantly below the initial issue price of Euro 1,000 per Certificate. In this case the investor could suffer a loss. This is - disregarding the costs incurred in connection with the purchase of the Certificates - the case, if on the Final Valuation Date the Reference Price of each Underlying is below a predetermined percentage of the Strike Price of the relevant Underlying.

The investor will suffer a loss if the Settlement Amount which will be depending on the performance of the Worst Performing Underlying (less local taxes) is below the purchase price paid for the Certificates. The lower the Reference Price of the Worst Performing Underlying - and thus the lower the Settlement Amount - the greater the loss. Worst Case: The Underlyings are worthless on the Final Valuation Date. In this case the Settlement Amount will be equal to 0 (zero).

Risks if the investor intends to sell or must sell the Certificates during the term

Market value risk:

The achievable sale price prior to the Maturity Date could be significantly lower than the purchase price paid by the investor.

The market value of the Certificates mainly depends on the performance of the Certificates' Underlyings, without reproducing it accurately. In particular, the following factors may have an adverse effect on the market price of the Certificates:

- Changes in the expected intensity of the fluctuation of the Underlyings (volatility)
- Remaining term of the Certificates
- Interest rate development
- Developments of the dividends of the Share

Each of these factors could have an effect on its own or reinforce or cancel another.

Trading risk:

The Issuer is not obliged to provide purchase and sale prices for the Certificates on a continuous basis on (i) the exchanges on which the Certificates may be listed or (ii) on an over the counter (OTC) and to sell or buy back the Certificates offered there. Even if the Issuer generally provides purchase and sale prices, in the event of extraordinary market conditions or technical troubles, the sale or purchase of the Certificates could be temporarily limited or impossible.

Section E – Offer

Element	Description of Element	Disclosure requirement
E 2b	**Reason for the offer and use of proceeds when different from making profit and/or hedging certain risks**	- not applicable – Profit motivation
E 3	**Description of the terms and conditions of the offer**	Commerzbank offers from 9 February 2016 5,000 Certificates at an initial issue price of Euro 1,000 per Certificate.
E 4	**Any interest that is material to the issue/offer including conflicting interests**	The following conflicts of interest can arise in connection with the exercise of rights and/or obligations of the Issuer in accordance with the Terms and Conditions of the Certificates (e.g. in connection with the determination or adaptation of parameters of the terms and conditions), which affect the amounts payable: - execution of transactions in the Underlyings - issuance of additional derivative instruments with regard to the Underlyings - business relationship with the issuer of the Underlyings - possession of material (including non-public) information about the Underlyings - acting as Market Maker
E 7	**Estimated expenses charged to the investor by the issuer or the offeror**	The investor could usually purchase these Certificates at a fixed issue price. This fixed issue price contains all cost of the Issuer relating to the issuance and the sales of the Certificates (e.g. cost of distribution, structuring and hedging as well as the profit margin of Commerzbank).

NOTA DI SINTESI

Le note di sintesi sono costituite da una serie di informazioni denominate "Elementi". Questi elementi sono numerati nell'ambito delle Sezioni A – E (A.1 – E.7).

La presente nota di sintesi contiene tutti gli Elementi richiesti per la presente tipologia di titoli e di Emittente. La sequenza numerica degli Elementi potrebbe non essere completa nei casi in cui alcuni Elementi non debbano essere riportati.

Nonostante un Elemento debba essere inserito in relazione alla tipologia di strumento e di Emittente, può accadere che non sia sempre possibile fornire alcuna informazione utile in merito ad esso. In questo caso la nota di sintesi riporterà una breve descrizione dell'Elemento con l'indicazione "Non Applicabile". Alcune previsioni della presente nota di sintesi sono inserite tra parentesi quadre. Tali informazioni saranno completate o, ove non rilevanti, cancellate, in relazione alla specifica emissione di titoli, e la nota di sintesi completa in relazione a tale emissione di titoli sarà allegata alle relative condizioni definitive.

Sezione A – Introduzione ed Avvertenze

Elemento	Descrizione dell'Elemento	Informazioni
A 1	**Avvertenze**	La presente nota di sintesi deve essere letta come un’introduzione al prospetto di base (il "**Prospetto di Base**") e alle relative condizioni definitive (le "**Condizioni Definitive**") contenenti i termini e le condizioni rilevanti (i "**Termini e Condizioni**"). Gli investitori dovrebbero basare qualsiasi decisione d'investimento nei titoli emessi ai sensi del presente Prospetto di Base (i "**Certificates**") sull'esame del Prospetto di Base nella sua interezza e sulle Condizioni Definitive. Qualora venga intrapresa un’azione legale davanti all’autorità giudiziaria in uno stato membro dell'Area Economica Europea in relazione alle informazioni contenute nel presente Prospetto di Base, il ricorrente potrebbe essere tenuto, a norma della legislazione nazionale di tale stato membro, a sostenere le spese della traduzione del Prospetto di Base e delle Condizioni Definitive prima dell’avvio del procedimento legale. La responsabilità civile incombe esclusivamente su quei soggetti che hanno predisposto la nota di sintesi, comprese le sue eventuali traduzioni, ma solamente qualora la nota di sintesi risulti fuorviante, imprecisa o incoerente se letta congiuntamente alle altri parti del Prospetto di Base o se non fornisca, se letta congiuntamente alle altri parti del presente Prospetto di Base, tutte le necessarie informazioni fondamentali.
A 2	**Consenso all'uso del Prospetto di Base**	L'Emittente presta il proprio consenso all'uso del Prospetto di Base e delle Condizioni Definitive per la rivendita successiva o il collocamento finale dei Certificates da parte di qualsiasi intermediario finanziario. Il periodo d'offerta durante il quale può essere effettuata la rivendita successiva o il collocamento finale dei Certificates da parte degli intermediari, è valido solamente fino a quando il Prospetto di Base e le Condizioni Definitive siano validi ai sensi dell'articolo 9 della

Direttiva Prospetto, come implementata nella Repubblica Italiana.

Il consenso all'uso del Prospetto di Base e delle Condizioni Definitive è prestato solamente in relazione alla Repubblica italiana.

Il consenso all'uso del presente Prospetto di Base, inclusi gli eventuali supplementi e le relative Condizioni Definitive è prestato a condizione che (i) il presente Prospetto di Base e le relative Condizioni Definitive siano consegnate agli investitori insieme agli eventuali supplementi pubblicati prima di tale consegna e (ii) nell'uso di tale Prospetto di Base e delle relative Condizioni Definitive, ciascun intermediario finanziario si assicuri di rispettare tutte le leggi e i regolamenti in vigore nelle rispettive giurisdizioni.

Qualora tale offerta sia stata effettuata da un intermediario finanziario, tale intermediario finanziario fornirà agli investitori le informazioni sui termini e condizioni dell'offerta nel momento in cui quell'offerta è effettuata.

Sezione B – Emittente

Elemento	Descrizione dell'Elemento	Informazioni
B 1	**Denominazione legale e commerciale dell'Emittente**	La denominazione legale della Banca è COMMERZBANK Aktiengesellschaft (l'"**Emittente**", la "**Banca**" o "**Commerzbank**", congiuntamente alle sue controllate consolidate il "**Gruppo Commerzbank**" o il "**Gruppo**") e la denominazione commerciale della Banca è Commerzbank.
B 2	**Domicilio / Forma giuridica / Legislazione / Paese di Costituzione**	La sede legale della Banca è Francoforte sul Meno, Repubblica Federale di Germania. Commerzbank è una società per azioni costituita e operativa ai sensi del diritto tedesco e registrata nella Repubblica Federale di Germania.
B 4b	**Tendenze note riguardanti l'Emittente e i settori in cui opera**	La crisi globale dei mercati finanziari e in particolare la crisi del debito sovrano nell'Eurozona hanno messo a dura prova il patrimonio netto, la posizione finanziaria e i risultati operativi del Gruppo in passato, e può ipotizzarsi che anche ulteriori effetti significativamente negativi potranno verificarsi in futuro, in particolare nel caso di un rinnovato acutizzarsi della crisi.
B 5	**Struttura organizzativa**	Commerzbank è la società capogruppo del Gruppo Commerzbank. Il Gruppo Commerzbank detiene direttamente ed indirettamente partecipazioni azionarie in diverse società.
B 9	**Previsioni o stime degli utili**	- non applicabile – L'Emittente non fornisce attualmente previsioni o stime degli utili.
B 10	**Rilievi contenuti nella relazione di revisione in**	- non applicabile – Sono state rilasciate certificazioni contabili senza riserve sul bilancio

	merito alle informazioni finanziarie storiche	consolidato e relazioni sulla gestione per gli esercizi terminati nel 2013 e 2014 e sul bilancio annuale e relazioni sulla gestione per l'esercizio 2014, incluse mediante riferimento nel Prospetto di Base.
B 12	**Informazioni finanziarie fondamentali selezionate**	La seguente tabella riporta informazioni finanziarie fondamentali selezionate relative al Gruppo Commerzbank che sono state estratte dai relativi bilanci consolidati assoggettati a revisione contabile, redatti nel rispetto dei principi IFRS al 31 dicembre 2013 e 2014 nonché dal bilancio consolidato abbreviato (revisionato) dal 30 settembre 2015:

Stato patrimoniale ***(in milioni di Euro)***	**31 dicembre 2013*)**	**31 dicembre 2014**	**30 settembre 2015**
Totale attività (*Total assets*)	549.654	557.609	563.852
Capitale azionario (*Equity*)	26.933	26.960	30.102

	gennaio - dicembre		**gennaio - settembre**	
	2013*)	**2014**	**2014**	**2015**
Conto economico (in milioni di Euro)				
Utile operativo (*Operating profit)*	731	684	924	1.499
Utile o perdita al lordo delle tasse (*Pre-tax profit or loss*)	238	623	924	1.405
Utile o perdita consolidato (*Consolidated profit or loss*) **)...............................	81	264	525	853

*) Dati relativi all'esercizio precedente rideterminati a seguito rettifiche dell'assicurazione per la tutela del credito e delle rettifiche fiscali.

**) nella misura in cui sia attribuibile agli azionisti di COMMERZBANK.

	Nessun cambiamento sostanziale negativo nelle prospettive dell'Emittente, Variazioni significative nella posizione finanziaria	Dal 31 dicembre 2014 non vi è stato alcun cambiamento sostanziale negativo nelle prospettive del Gruppo Commerzbank. - non applicabile - Dal 30 settembre 2015 non vi è stato alcun cambiamento significativo nella posizione finanziaria del Gruppo Commerzbank.
B 13	**Eventi recenti che hanno avuto un impatto significativo sulla solvibilità dell'Emittente**	- non applicabile – Non si sono verificati eventi recenti in merito all'Emittente che siano significativamente rilevanti ai fini della valutazione della solvibilità dell'Emittente.
B 14	**Dipendenza dell'Emittente da altri soggetti del gruppo**	- non applicabile – Come riportato nell'elemento B.5, Commerzbank è la società capo-gruppo del Gruppo Commerzbank.

B 15	**Attività principali dell'Emittente**	Le attività del gruppo Commerzbank si concentrano sulla prestazione di una vasta gamma di servizi finanziari a clienti privati, piccole e medie imprese e clienti istituzionali in Germania, ivi inclusi gestione di conti, operazioni di pagamento, finanziamenti, soluzioni di risparmio e di investimento, servizi in titoli, prodotti e servizi dei mercati dei capitali e di *investment banking*. Nell'ambito della sua strategia di servizi finanziari, il Gruppo offre anche altri servizi finanziari in collaborazione con soci, in particolare attività di prestito per la casa, gestione patrimoniale e servizi assicurativi. Il Gruppo sta continuando ad ampliare la propria posizione come uno dei più importanti finanziatori d'esportazione tedeschi. Parallelamente alla sua attività in Germania, il Gruppo è altresì attivo a livello internazionale tramite le sue controllate, succursali e i suoi investimenti, in particolare in Europa. L'obiettivo principale delle sue attività internazionali è in Polonia e nell'offerta di servizi completi a piccole e medie imprese tedesche in Europa Occidentale, Europa Centrorientale ed Asia. Il Gruppo Commerzbank risulta suddiviso in cinque segmenti operativi - Clienti privati *(Private Customers), Mittelstandsbank*, Europa Centrale e dell'Est (*Central & Eastern Europe*), Società e Mercati *(Corporates & Markets*), Attività non Principali (*Non Core Assets*, "NCA"), nonché Altro e Consolidamento *(Others and Consolidation).* I segmenti *Private Customers, Mittelstandsbank*, Europa Centrale e dell'Est, *Corporates & Markets*, insieme a *Others and Consolidation*, costituiscono il nucleo principale del Gruppo Commerzbank.
B 16	**Parti che esercitano il controllo**	- non applicabile - Commerzbank non ha affidato la propria gestione ad alcun soggetto o società, in virtù ad esempio di un accordo di dominazione (*domination agreement*), e non è controllata da altra società o altro soggetto ai sensi della legge tedesca sulle acquisizioni di titoli e del controllo (*Wertpapiererwerbs- und Übernahmegesetz*).

Sezione C – Strumenti Finanziari

Elemento	**Descrizione dell'Elemento**	**Informazioni**
C 1	**Tipo e classe dei titoli / Codice di identificazione del titolo**	Tipo/Forma dei titoli Classic Triple Certificates collegati alle azioni (i "**Certificates**") I Certificates sono emessi in forma dematerializzata al portatore nella denominazione di Euro 1.000 (la "**Denominazione**"). Numero(i) di identificazione dei Titoli ISIN DE000CZ44KA5
C 2	**Valuta dei titoli**	I Certificates sono emessi in Euro.
C 5	**Restrizioni alla libera**	- non applicabile –

	trasferibilità dei titoli	I Certificates sono trasferibili liberamente, fatte salve le restrizioni all'offerta e alla vendita, le leggi applicabili e la normativa inerente al Sistema di Compensazione.
C 8	**Diritti connessi ai titoli (inclusi il ranking dei titoli e limitazioni a tali diritti)**	<u>Legge applicabile ai Titoli</u> I Certificates saranno regolati dal, e interpretati ai sensi del, diritto tedesco. La creazione dei Certificates potrebbe essere regolata dalle leggi della giurisdizione del Sistema di Compensazione come stabilito nelle relative Condizioni Definitive. <u>Diritti connessi ai Titoli</u> *Rimborso* Il portatore dei Certificates riceverà alla Data di Scadenza un importo in contanti pari a un Importo di Liquidazione che sarà pari a Euro 1.312 per Certificate ovvero sarà pari all'Importo di Calcolo ovvero sarà calcolato ai sensi di una formula indicata nei Termini e Condizioni e che dipenderà dal Prezzo di Riferimento dei Sottostanti alla Data di Valutazione Finale. Nel corso della durata dei Certificates l'investitore non riceverà il pagamento dei dividendi della società emittente le Azioni sottostanti ai Certificates. *Rettifiche e Rimborso Anticipato* Salvo circostanze particolari, l'Emittente potrà apportare alcune rettifiche. A parte questo, l'Emittente potrà estinguere i Certificates prima della scadenza qualora si verifichino eventi particolari. <u>Ranking dei Titoli</u> Gli obblighi ai sensi dei Certificates costituiscono obbligazioni dirette, non subordinate e non garantite (*nicht dinglich besichert*) dell' Emittente e, a meno che non sia previsto diversamente dalla legge applicabile, avranno pari grado rispetto a tutte le altre obbligazioni, non subordinate e non garantite (*nicht dinglich besichert*) dell' Emittente.
C 11	**Ammissione a quotazione e negoziazione su mercato regolamentato o mercato equivalente**	I Certificates saranno venduti e negoziati per l'Emittente solamente nel mercato regolamentato della Borsa Italiana S.p.A. (Mercato Telematico dei Securitised Derivatives ("**SeDeX**")) a partire dalla data determinata per la Borsa Italiana S.p.A. mediante una comunicazione pubblica.

C 15	**Incidenza del Sottostante sul valore dei titoli:**	Il rimborso dei Certificates alla Data di Scadenza e, in caso di evento di rimborso anticipato automatico, l'Importo di Rimborso Anticipato Automatico da versare alla relativa Data di Rimborso Anticipato Automatico, dipendono dall'andamento del Sottostante.

In particolare:

Fermo restando le disposizioni contenute nei Termini e Condizioni, ciascun Certificate sarà rimborsato alla Data di Scadenza mediante pagamento di un importo in Euro (l'"**Importo di Liquidazione**"), come determinato dall'Emittente ai sensi dei Termini e Condizioni.

L'Importo di Liquidazione per Certificate è, ove necessario, arrotondato alla successiva Euro 0.01 (con Euro 0.005 arrotondato per eccesso)).

Vi sono tre possibili scenari per il rimborso dei Certificates alla Data di Scadenza:

1. Qualora alla Data di Valutazione Finale il Prezzo di Riferimento di ciascun Sottostante sia pari o superiore a 80% del relativo Prezzo di Strike, in tal caso ciascun Certificate sarà rimborsato mediante pagamento di un Importo di Liquidazione pari a Euro 1.312;

ovvero

2. Qualora alla Data di Valutazione Finale il Prezzo di Riferimento del Peggior Sottostante sia inferiore a 80% del relativo Prezzo di Strike ma pari o superiore a 60% del relativo Prezzo di Strike, ciascun Certificate sarà rimborsato mediante pagamento di un Importo di Liquidazione pari all'Importo di Calcolo;

ovvero

3. in tutti gli altri casi, ciascun Certificate sarà rimborsato mediante pagamento di un Importo di Liquidazione determinato in base alla seguente formula:

$$IC \times \frac{\text{Peggior Sottostante}_{\text{Finale}}}{\text{Peggior Sottostante}_{\text{Strike}}}$$

Dove

"**IC**" indica l'"**Importo di Calcolo**" pari a Euro 1.000,

"**Peggior Sottostante$_{\text{Finale}}$**" indica il Prezzo di Riferimento del Sotto-stante con Peggior Performance alla Data di Valutazione Finale, e

"**Peggior Sottostante$_{\text{Strike}}$**" indica il Prezzo di Strike del Sottostante con Peggior Performance.

Fermo restando qualsiasi altro diritto di rimborsare i Certificates prima della Data di Scadenza ai sensi dei Termini e Condizioni, i Certificates saranno esercitati automaticamente in anticipo e rimborsati a una

Data di Rimborso Anticipato Automatico al relativo Importo di Rimborso Anticipato Automatico per Certificate qualora alla Data di Valutazione immediatamente precedente alla Data di Rimborso Anticipato Automatico il Prezzo di Riferimento di ciascun Sottostante sia pari o superiore a 80% del relativo Prezzo di Strike, tutto come specificato nella seguente tabella:

Data di Valutazione Anticipata	*Data di Rimborso Anticipato Automatico*	*Importo di Rimborso Anticipato Automatico applicabile per Certificate*
26 aprile 2016	10 maggio 2016	Euro 1.039
26 maggio 2016	9 giugno 2016	Euro 1.052
27 giugno 2016	11 luglio 2016	Euro 1.065
26 luglio 2016	9 agosto 2016	Euro 1.078
26 agosto 2016	9 settembre 2016	Euro 1.091
26 settembre 2016	10 ottobre 2016	Euro 1.104
26 ottobre 2016	9 novembre 2016	Euro 1.117
28 novembre 2016	12 dicembre 2016	Euro 1.130
27 dicembre 2016	10 gennaio 2017	Euro 1.143
26 gennaio 2017	9 febbraio 2017	Euro 1.156
27 febbraio 2017	13 marzo 2017	Euro 1.169
27 marzo 2017	10 aprile 2017	Euro 1.182
26 aprile 2017	11 maggio 2017	Euro 1.195
26 maggio 2017	9 giugno 2017	Euro 1.208
26 giugno 2017	10 luglio 2017	Euro 1.221
26 luglio 2017	9 agosto 2017	Euro 1.234
28 agosto 2017	11 settembre 2017	Euro 1.247
26 settembre 2017	10 ottobre 2017	Euro 1,260
26 ottobre 2017	9 novembre 2017	Euro 1.273
27 novembre 2017	11 dicembre 2017	Euro 1.286
27 dicembre 2017	11 gennaio 2018	Euro 1.299

I diritti connessi ai Certificates si estingueranno al pagamento del relativo Importo di Rimborso Anticipato Automatico alla relativa Data di Rimborso Anticipato Automatico.

C 16	**Data di Valutazione**	26 gennaio 2018
	Data di Scadenza	9 febbraio 2018
C 17	**Descrizione delle procedure di regolamento dei titoli**	I Certificates venduti saranno consegnati a 9 febbraio 2016 in conformità alla prassi di mercato locale attraverso il Sistema di Compensazione.

C 18 **Procedura di consegna (liquidazione alla Data di Scadenza)**

Tutti gli importi dovuti ai sensi dei Termini e Condizioni saranno pagati ai Portatori non oltre la Data di Liquidazione successiva alla data indicata nei Termini e Condizioni. Tali pagamenti saranno effettuati dall'Agente di Pagamento mediante trasferimento al Sistema di Compensazione o ai sensi delle istruzioni del Sistema di Compensazione per l'accreditamento ai relativi intestatari. Il pagamento al Sistema di Compensazione o ai sensi delle istruzioni del Sistema di Compensazione libererà l'Emittente dalle sue obbligazioni di pagamento ai sensi dei Certificates nell'importo di tale pagamento.

Qualora debba essere effettuato un pagamento in un giorno che non sia un Giorno Lavorativo di Pagamento, tale pagamento dovrà effettuarsi nel Giorno Lavorativo di Pagamento immediatamente successivo. In tal caso, il relativo Portatore non avrà diritto ad alcun pagamento, interesse o altra remunerazione in relazione a tale ritardo.

"**Agente di Pagamento**" indica Commerzbank Aktiengesellschaft.

"**Sistema di Compensazione**" indica Monte Titoli S.p.A.

"**Giorno Lavorativo di Pagamento**" indica un giorno in cui il sistema di Trasferimento Espresso Transeuropeo Automatizzato di Regolamento Lordo in Tempo Reale, che utilizza una singola piattaforma condivisa (TARGET2) ed il Sistema di Compensazione regolano i pagamenti in Euro.

C 19 **Prezzo di Riferimento Finale del Sottostante**

Il prezzo ufficiale di chiusura delle Azioni come da ultimo determinato e pubblicato dal Mercato alla Data di Valutazione Finale.

C 20 **Tipo di Sottostante e dettagli, dove possono essere reperite informazioni sul sottostante**

Le attività sottostanti dei Certificates sono azioni di

Impresa	*Bloomberg ticker*	*ISIN*	*Mercato*
Carrefour S.A.	CA FP Equity	FR0000120172	Borsa di Parigi
Casino Guichard Perrachon S.A.	CO FP Equity	FR0000125585	Borsa di Parigi
Koninklijke Ahold N.V	AH NA Equity	NL0006033250	Borsa di Amsterdam

(ciascuno un "**Sottostante**", congiuntamente, "**Sottostanti**").

Informazioni sui Sottostanti sono disponibili sul sito web del Mercato dove il relativo Sottostante è quotato:
www.euronext.com
www.aex.nl

Sezione D – Rischi

L'acquisto di Certificates è soggetto a determinati rischi. **L'Emittente indica espressamente che la descrizione dei rischi relativi ad un investimento nei Certificates descrive soltanto i principali rischi di cui l'Emittente era a conoscenza alla data del Prospetto di Base**.

Elemento	Descrizione dell'Elemento	Informazioni
D 2	**Principali rischi specifici per l'Emittente**	I Certificates comportano per i potenziali investitori un rischio emittente, definito anche rischio debitore o rischio di credito. Un rischio emittente è il rischio che Commerzbank non sia in grado temporaneamente o in via definitiva di soddisfare le sue obbligazioni di pagamento dell'interesse e/o dell'importo di rimborso. Inoltre Commerzbank è soggetta a vari rischi in relazione alle sue attività commerciali. Tali rischi comprendono in particolare le seguenti categorie di rischi: <u>Rischi relativi alla Crisi Globale dei Mercati Finanziari e alla Crisi del Debito Sovrano</u> La crisi finanziaria globale e la crisi del debito sovrano, in particolare nell'Eurozona, si sono ripercossi negativamente sul patrimonio netto, la posizione finanziaria e i risultati operativi del Gruppo. Non vi è garanzia che il Gruppo non subisca ulteriori effetti negativi significativi in futuro, in particolare nel caso di una rinnovata intensificazione della crisi. L'eventuale ulteriore intensificazione della crisi nell'Unione Monetaria Europea può avere effetti negativi concreti sul Gruppo che, in talune circostanze, potrebbero addirittura costituire una minaccia per l'esistenza del Gruppo. Il Gruppo detiene volumi significativi di debito sovrano. Deterioramenti e rivalutazioni di tale debito sovrano hanno avuto effetti concreti molto negativi sul patrimonio netto, sulla posizione finanziaria e sui risultati operativi passati del Gruppo, e potrebbero avere conseguenze negative per il futuro. <u>Congiuntura macroeconomica</u> La congiuntura macroeconomica perdurante negli ultimi anni ha negativamente influenzato i risultati del Gruppo, e la forte dipendenza del Gruppo dalla situazione economica, particolarmente in Germania, potrebbe comportare ulteriori effetti negativi in caso di nuove recessioni dell'economia. <u>Rischio di Insolvenza della Controparte</u> Il Gruppo è soggetto al rischio di insolvenza (rischio di credito), anche in relazione a rilevanti impegni individuali, prestiti e impegni di notevole importo concentrati in singoli settori, c.d. rischio "concentrato", così come in relazione a prestiti a soggetti che possono essere particolarmente influenzati dalla crisi del debito sovrano. Il portafoglio di finanziamenti navali e il portafoglio di finanziamenti immobiliari commerciali sono esposti a rischi considerevoli, alla luce delle attuali difficoltà del mercato e della volatilità dei prezzi delle navi e degli immobili, del rischio di insolvenza (rischio di credito) che gli

stessi comportano, così come al rischio di sostanziali mutamenti del valore delle navi detenute direttamente a titolo di garanzia e degli immobili ad uso privato e commerciale detenuti a titolo di garanzia. Il Gruppo detiene nel proprio portafoglio un considerevole numero di mutui in sofferenza e le inadempienze potrebbero non essere sufficientemente coperte da garanzie o storni e provviste effettuate in precedenza.

Rischi legati al Prezzo di Mercato

Il Gruppo è soggetto al rischio del prezzo di mercato in relazione alla valutazione di titoli azionari e di quote di fondi di investimento, nonchè sotto forma di rischi di tasso di interesse, di rischi di *credit spread*, di rischi valutari, di rischi di volatilità e di correlazione, di rischi di prezzo delle materie prime.

Rischi legati alla Strategia

Esiste il rischio che il Gruppo possa non trarre vantaggio dai propri piani strategici, o che sia in grado di farlo solo in parte o a costi superiori a quelli previsti, e che l'attuazione delle misure previste non porti al raggiungimento degli obiettivi strategici che il Gruppo si era prefissato.

Rischi derivanti dal Contesto Concorrenziale

I mercati in cui il Gruppo è attivo - in particolare il mercato tedesco (soprattutto le attività con clienti privati e società nonché attività di *investment banking*) e il mercato polacco - sono caratterizzati da un'intensa concorrenza in termini di prezzi e condizioni, che crea una pressione significativa sui margini.

Rischi relativi alla Liquidità

Il Gruppo dipende dal regolare flusso di liquidità e una carenza di liquidità dell'intero mercato o circoscritta alla singola società può avere un significativo impatto negativo sul patrimonio netto, sulla posizione finanziaria e sui risultati operativi del Gruppo.

Rischi Operativi

Il Gruppo è esposto a una vasta gamma di rischi operativi, incluso il rischio che i propri dipendenti si espongano a rischi eccessivi per conto del Gruppo, o violino le regole di conformità nello svolgimento delle attività di *business* e dunque diano luogo a significative perdite inattese, che potrebbero anche portare ad un aumento dei requisiti patrimoniali obbligatori.

Rischi derivanti dalla svalutazione dell’avviamento

Si potrebbe verificare che il valore dell'avviamento scritto a bilancio consolidato del Gruppo e il marchio potrebbero dover essere interamente o parzialmente svalutati alla luce dei risultati dell'*impairment test*.

Rischi derivanti dalla Regolamentazione dell'Attività Bancaria

Requisiti più severi che mai in relazione al patrimonio di vigilanza e alla liquidità, nonché alle procedure e alla reportistica, potrebbero mettere in discussione il modello di business di un certo numero di attività del Gruppo, influenzare negativamente la posizione competitiva del Gruppo, ridurre la redditività del Gruppo o rendere necessario reperire ulteriori capitali. Altre riforme regolamentari proposte in seguito alla crisi finanziaria, ad esempio requisiti quali un'imposta bancaria o un'eventuale tassa sulle transazioni finanziarie, la separazione delle attività di negoziazione da quelle di raccolta del risparmio, ovvero obblighi di trasparenza e organizzativi più rigorosi, potrebbero avere un notevole impatto sul modello di business del Gruppo e sul contesto di mercato a livello concorrenziale.

Rischi Legali

Potrebbero insorgere controversie legali aventi ad oggetto l'attività di business di Commerzbank, l'esito incerto delle quali comporta una serie di rischi per il Gruppo. Ad esempio, richieste di risarcimento dovute ad errata consulenza sull'investimento hanno comportato notevoli passività e potrebbero comportarne altre in futuro per il Gruppo. Nei confronti di Commerzbank e delle sue controllate sono state presentate richieste di pagamento e di risarcimento, in alcuni casi nell'ambito di procedimenti giudiziari, relative ai certificati di partecipazione e ai cd. *trust preferred securities* da essa emessi. L'esito di tali procedimenti può avere ripercussioni negative concrete sul Gruppo, al di là delle richieste rivendicate in ciascun caso. Procedimenti regolamentari, di vigilanza e giudiziari potrebbero avere un effetto negativo significativo sul Gruppo. I procedimenti avviati dalle autorità regolamentari e di vigilanza e dalle autorità giudiziarie potrebbero avere considerevoli effetti negativi sul Gruppo.

D 6	**Informazioni fondamentali sui principali rischi specifici per i titoli**	Assenza di mercato secondario immediatamente prima della scadenza Il market maker e/o il mercato cesseranno la negoziazione dei Certificates immediatamente prima della loro Data di Scadenza prefissata. Tuttavia, tra l'ultimo giorno di negoziazione e la Data di Valutazione Finale, il prezzo del Sottostante, che è relativo ai Certificates possono ancora cambiare. Ciò potrebbe andare a svantaggio dell'investitore. Assenza di Collateralizzazione I Certificates costituiscono obbligazioni incondizionate dell'Emittente. Essi non sono né garantiti dal Fondo per la Protezione dei Depositi dell'Associazione delle Banche Tedesche (*Einlagensicherungsfonds des Bundesverbandes deutscher Banken e.V.*) nè dalla Legge Tedesca sulla Garanzia dei Depositi e Compensazione degli Investitori (*Einlagensicherungs- und Anlegerentschädigungsgesetz*). Ciò significa che sull'investitore incombe il rischio che l'Emittente non possa o possa solo in parte, soddisfare gli obblighi ai sensi dei Certificates. In tali circostanze, potrebbe verificarsi una perdita totale del capitale dell'investitore. Proposta di imposta sulle transazioni finanziarie (ITF)

La Commissione Europea ha proposto di introdurre una tassa comune sulle transazioni finanziarie (ITF) in Belgio, Germania, Estonia, Grecia, Spagna, Francia, Italia, Austria, Portogallo, Slovenia e Slovacchia. In talune circostanze tale imposta sulle transazioni finanziarie potrebbe trovare applicazione ad alcune negoziazioni di Certificates (ivi comprese operazioni sul mercato secondario). L'imposta sulle transazioni finanziare è tuttavia ancora oggetto di negoziazione tra gli Stati Membri dell'UE, e altri Stati Membri potrebbero voler aderire. Inoltre, ad oggi non vi sono ancora certezze sulle tempistiche in base alle quali tale legge verrà promulgata e l'imposta entrerà in vigore in relazione alle operazioni aventi ad oggetto i Certificates. Nel frattempo, la Repubblica italiana ha introdotto un'imposta sulle transazioni finanziarie a livello locale, che si applica alle transazioni aventi ad oggetto azioni italiane e titoli connessi a tali azioni.

Rischi connessi alla Legge sul Risanamento e Risoluzione di Enti Creditizi e Gruppi Finanziari, a seguito del Regolamento Europeo che istituisce un Meccanismo Unico di Risoluzione (*Single Resolution Mechanism*) e a seguito della proposta di Regolamento sull'obbligo di separazione di talune attività bancarie

In virtù della Legge sul Risanamento e Risoluzione degli Enti Creditizi e dei Gruppi Finanziari (Gesetz zur Sanierung und Abwicklung von Instituten und Finanzgruppen - SAG) - di recepimento nel diritto tedesco del quadro comunitario di risanamento e risoluzione degli enti creditizi e delle imprese d'investimento (Direttiva 2014/59/UE, la "Direttiva sul Risanamento e sulla Risoluzione delle crisi nel settore Bancario" o "BRRD") - le passività rappresentate da importi dovuti in linea capitale o ad altro titolo ai sensi dei Certificates potrebbero essere soggette alla conversione in uno o più strumenti che costituiscono strumenti di capitale primario di classe 1 per l'Emittente, come, ad esempio, le azioni ordinarie, ovvero alla svalutazione permanente, anche a zero, su richiesta dell'autorità competente. Ciascuna delle suddette misure è denominata di seguito "Bail-in Regolamentare". I portatori di Certificates non potranno in tal caso avanzare alcuna pretesa nei confronti dell'Emittente e non sussisterà alcun obbligo in capo all'Emittente di effettuare pagamenti relativi ai Certificates. Ciò potrebbe accadere allorché l'Emittente divenisse, o fosse considerato dall'autorità di vigilanza competente, "economicamente insostenibile" (come disciplinato dalla legge applicabile in tale momento) e non fosse più in grado di svolgere le proprie attività senza tale conversione o svalutazione o senza una sovvenzione da parte del settore pubblico. L'autorità di risoluzione delle crisi dovrà esercitare i propri poteri secondo modalità tali per cui (i) gli strumenti di capitale primario di classe 1 (come, ad esempio, le azioni ordinarie dell'emittente) vengano svalutati per primi in proporzione alle perdite, (ii) in seguito, l'importo in linea capitale di altri strumenti di capitale (strumenti di capitale aggiuntivi di classe 1 e strumenti di capitale di classe 2) venga ridotto in modo permanente o convertito in strumenti di capitale primario di classe 1 in funzione della rispettiva priorità e (iii) in seguito, le passività ammissibili - come quelle ai sensi dei Certificates - vengano convertite in strumenti di capitale primario di classe 1 o svalutate in modo permanente secondo un ordine di priorità stabilito. La misura in cui l'importo in linea capitale dei Certificates sarà soggetto al Bail-in Regolamentare dipenderà da una serie di fattori al di là del controllo dell'Emittente, e sarà difficile prevedere quando, e se, verrà applicato un Bail-in Regolamentare. I potenziali investitori devono considerare il possibile rischio di perdere l'intero investimento effettuato, compreso il capitale, in caso di applicazione del Bail-in.

Inoltre, il Regolamento UE che stabilisce il Meccanismo Unico di Risoluzione (Single Resolution Mechanism - "**SRM Regulation**") contiene alcune previsioni relative a piano di risoluzione, primo intervento, azioni di risoluzione e strumenti di risoluzione che saranno applicabili a partire dal 1 gennaio 2016. Un accentramento decisionale verrà creato intorno a un Singolo Comitato per la Risoluzione (Single Resolution Board). Tale quadro dovrebbe garantire che, al posto delle autorità nazionali di risoluzione, ci sia una singola autorità - ad esempio il Comitato - in grado di prendere tutte le decisioni rilevanti per le banche facenti parte dell'Unione Bancaria.

Il 29 gennaio 2014, la Commissione Europea ha adotatto una proposta la quale prevede l'obbligo di separazione di talune attività bancarie, che sono per molti aspetti più rigorosi dei requisiti imposti dalla legge tedesca sulla separazione bancaria (sezione 3(2)-(4), 25f, 64s del *German Banking Act* (*Kreditwesengesetz* - *KWG*)). Le banche europee che eccedono le seguenti soglie per tre anni consecutivi: a) patrimonio complessivo pari o superiore a Euro 30 miliardi; b) attività detenute per la negoziazione e passività pari o superiori a Euro 70 miliardi o 10% del proprio patrimonio complessivo, saranno automaticamente interdette dalla negoziazione in conto proprio in senso stretto che non abbiano finalità di copertura o connessioni con esigenze della clientela. Inoltre a tali banche sarà vietato investire in o detenere quote di fondi "*hedge fund*". Le altre attività bancarie di negoziazione e investimento – inclusi l'attività di *market-making*, investimenti in capitale di rischio e fondi di *private equity*, investimenti e sponsorizzazioni di complesse cartolarizzazioni, vendita e negoziazione di derivati – non sono soggette a divieto, ma potranno tuttavia essere soggette a separazione. Il divieto di negoziazione in conto proprio si applicherà a partire dal 1 gennaio 2017 e la separazione effettiva delle altre attività di negoziazione si applicherà a partire dal 1 luglio 2018. Se una separazione obbligatoria dovesse essere imposta non è possibile escludere costi aggiuntivi , in termini di costi di finanziamento più elevati, requisiti di capitale aggiuntivi e costi operativi dovuti alla separazione, mancanza diversificazione dei benefici.

<u>Le ritenute ai sensi del Foreign Account Tax Compliance statunitense possono avere un impatto sui pagamenti relativi ai Certificates</u>

All'Emittente potrà essere richiesta una ritenuta ad un tasso fino al 30% su tutti o una parte dei pagamenti effettuati dopo il 31 dicembre 2016 in relazione a (i) titoli emessi o sostanzialmente modificati in una data sei mesi successiva al momento in cui i regolamenti finali applicabili ai pagamenti *passthru* (*foreign passthru payments*) siano inseriti nel Registro Federale (*Federal Register*), (ii) titoli emessi o sostanzialmente modificati una data sei mesi successiva al momento in cui obbligazioni del loro tipo sono per la prima volta trattate come strumenti che pagano dividendi, o (iii) titoli trattati come strumenti di capitale ai fini della normativa fiscale federale degli Stati Uniti, emessi in qualsiasi momento, in conformità a certe previsioni comunemente definite "*Foreign Account Tax Compliance Act"*.

Impatto di un declassamento del rating del credito

Il valore dei Certificates potrebbe essere influenzato dai ratings assegnati all'Emittente dalle agenzie di rating. Qualsiasi declassamento del rating dell'Emittente anche da una di tali agenzie di rating potrebbe comportare una riduzione del valore dei Certificates.

Risoluzione straordinaria, rimborso anticipato e diritti di rettifica

L'Emittente potrà apportare rettifiche o estinguere e rimborsare i Certificates prematuramente qualora certe condizioni siano soddisfatte. Ciò potrebbe avere un effetto negativo sul valore dei Certificates nonchè sull'Importo di Estinzione. Qualora i Certificates siano estinti, l'importo dovuto ai portatori dei Certificates nel caso di estinzione straordinaria dei Certificates potrebbe essere inferiore rispetto all'importo che i portatori dei Certificates avrebbero ricevuto in assenza di tale estinzione.

Eventi di Turbativa del Mercato o delle negoziazioni o dei fondi

L'Emittente potrà determinare eventi di turbativa di mercato ed eventi di turbativa delle negoziazioni ed eventi di turbativa dei fondi, rispettivamente, che potrebbero comportare un rinvio del calcolo e/o di qualsiasi obbligo ai sensi dei Certificates che potrebbe influenzare il valore dei Certificates. Inoltre, in certi casi predeterminati, l'Emittente potrà stimare certi prezzi che sono rilevanti in relazione agli obblighi o al raggiungimento delle soglie. Tali stime possono divergere dal loro attuale valore.

Sostituzione dell'Emittente

Al verificarsi di determinate condizioni, l'Emittente potrà, in qualsiasi momento, senza il consenso dei portatori dei Certificates, nominare al suo posto un'altra società come nuovo Emittente in relazione agli obblighi derivanti dai, o connesse ai, Certificates. In tal caso, il portatore dei Certificates si assumerà generalmente il rischio di insolvenza in relazione al nuovo Emittente.

Fattori di rischio relativi al Sottostante

I Certificates dipendono dal valore del Sottostante e dai rischi associati a tale Sottostante. Il valore del Sottostante dipende da un numero di fattori che potrebbero essere interconnessi. Questi possono includere eventi economici, finanziari e politici al di fuori del controllo dell'Emittente. L'andamento precedente di un Sottostante non dovrebbe essere considerate come un indicatore del suo futuro andamento nel corso della durata dei Certificates.

Rischio relativo al rimborso anticipato automatico

In talune circostanze indicate nei Termini e Condizioni, i Certificates potrebbero essere rimborsati in via anticipata qualora ricorrano alcune condizioni. Tale circostanza potrebbe influenzare negativamente il vantaggio economico derivante all'investitore dai Certificates.

Rischi alla scadenza

I Certificates potrebbero essere rimborsati alla Data di Scadenza mediante pagamento di un Importo di Liquidazione che sarà considerevolmente inferiore al prezzo di emissione di Euro 1.000 per Certificate. In tal caso, l'investitore potrebbe subire una perdita. Una simile ipotesi - indipendentemente dai costi sostenuti in relazione all'acquisto dei Certificates - potrà verificarsi, qualora alla Data di Valutazione Finale il Prezzo di Riferimento di ciascun Sottostante sia inferiore ad una percentuale prestabilita del Prezzo di Strike del relativo Sottostante.

L'investitore subirà una perdita qualora l'Importo di Liquidazione che dipenderà dall'andamento del Sottostante con Peggior Performance (meno le imposte locali) sia inferiore al prezzo di acquisto pagato per i Certificates. Tanto minore sarà il Prezzo di Riferimento dei Sottostanti e, a sua volta, sarà minore l'Importo di Liquidazione, tanto maggiore sarà la perdita. Scenario peggiore: i Sottostanti sono privi di valore alla Data di Valutazione Finale. In tal caso l'Importo di Liquidazione sarà pari a 0 (zero).

Rischi relativi all'ipotesi incui l'investitore intenda o debba vendere i Certificates nel corso della loro durata

Rischi legati al valore di mercato:

Il prezzo di vendita che si può ottenere prima della Data di Scadenza potrebbe essere significativamente inferiore al prezzo d'acquisto pagato dall'investitore.

Il valore di mercato dei Certificates dipende principalmente dall' andamento dei Sottostanti dei Certificates, senza riprodurlo in maniera accurata. In particolare, i seguenti fattori possono avere un effetto negativo sul prezzo di mercato dei Certificates:

- Cambiamenti nell'intensità attesa delle fluttuazioni di valore dei Sottostanti prevista (volatilità)
- Durata residua dei Certificates
- Andamento dei tassi d'interesse
- Sviluppi dei dividendi dell'Azione

Ciascuno di questi fattori potrebbe avere un effetto autonomo o amplificare o annullarne gli altri.

Rischi di negoziazione:

L'Emittente non è obbligato a fornire prezzi di acquisto e vendita dei Certificates in continua su mercati o al di fuori dei mercati (*over the counter* (OTC)) e a vendere o riacquistare i Certificates ivi offerti. Anche se l'Emittente generalmente fornisse prezzi di acquisto e vendita, nel caso di condizioni di mercato straordinarie o problemi tecnici, la vendita o l'acquisto dei Certificates potrebbe essere temporaneamente limitata o impossibile.

Sezione E – Offerta

Elemento	Descrizione dell'Elemento	Informazioni
E 2b	**Ragioni dell'offerta e impiego dei proventi, se diversi dalla ricerca di profitto e/o dalla copertura di determinati rischi**	- non applicabile – Ricerca di profitto
E 3	**Descrizione dei termini e condizioni dell'offerta**	Commerzbank offre da 9 febbraio 2016 5.000 Certificates ad un prezzo di emissione iniziale di Euro 1.000 per Certificate.
E 4	**Eventuali interessi che sono significativi per l'emissione/l'offerta compresi interessi confliggenti**	Possono sorgere i seguenti conflitti d'interesse in relazione all' esercizio dei diritti e/o obbligazioni dell'Emittente ai sensi dei Termini e Condizioni dei Certificates (ad esempio in relazione alla determinazione o adattamento di parametri dei termini e condizioni), che influenzano gli importi pagabili: - esecuzione di transazioni sui Sottostanti - emissione di ulteriori strumenti derivati in relazione ai Sottostanti - relazioni commerciali con l'emittente di una o più componenti dei Sottostanti - possesso di informazioni significative (incluse quelle non di pubblico dominio) riguardo ai Sottostanti - svolgimento di attività in qualità di *Market Maker*
E 7	**Spese stimate addebitate all'investitore dall'Emittente o dall'offerente**	L'investitore può normalmente acquistare i presenti Certificates ad un prezzo di emissione prefissato. Questo prezzo di emissione fisso contiene tutti i costi dell'Emittente relative all'emissione e alla vendita dei Certificates (ad esempio costi di distribuzione, strutturazione e copertura nonché il margine di profitto di Commerzbank).

COMMERZBANK AKTIENGESELLSCHAFT

Frankfurt am Main

Final Terms

dated 11 February 2016

relating to

Classic Certificates

5,000 Classic Autocall Certificates relating to Shares

(ISIN DE000CZ44KB3)

to be publicly offered in the Italian Republic
and to be admitted to trading on the regulated market of
Borsa Italiana S.p.A. (SeDeX)

with respect to the

Base Prospectus

dated 27 July 2015

relating to

Italian Certificates

COMMERZBANK

INTRODUCTION

These Final Terms have been prepared for the purpose of Article 5 (4) of Directive 2003/71/EC (the "Prospectus Directive") as amended (which includes the amendments made by Directive 2010/73/EU (the "2010 PD Amending Directive") to the extent that such amendments have been implemented in a relevant Member State of the European Economic Area), as implemented by the relevant provisions of the EU member states, in connection with Regulation 809/2004 of the European Commission and must be read in conjunction with the base prospectus relating to Italian Certificates (the "Base Prospectus") and any supplements thereto.

The Base Prospectus and any supplements thereto are published in accordance with Article 14 of the Prospectus Directive in electronic form on the website of Commerzbank Aktiengesellschaft at *http://pb.commerzbank.com.* Hardcopies of these documents may be requested free of charge from the Issuer's head office (Kaiserstraße 16 (Kaiserplatz), 60311 Frankfurt am Main, Federal Republic of Germany).

In order to obtain all information necessary for the assessment of the Certificates both the Base Prospectus and these Final Terms must be read in conjunction.

All options marked in the Base Prospectus which refer (i) to Classic Certificates relating to Shares and (ii) the underlying Shares shall apply.

The summary applicable to this issue of Certificates is annexed to these Final Terms.

Issuer:	Commerzbank Aktiengesellschaft
Information on the Underlying:	Information on the Shares underlying the Certificates is available on the website of the relevant exchange on which the relevant Shares are listed and on the relevant Bloomberg ticker set out in § 2 of the Terms and Conditions.
Offer and Sale:	Commerzbank offers from 11 February 2016 5,000 Classic Autocall Certificates relating to Shares (the "**Certificates**") at an initial issue price of Euro 1,000 per Certificate. The Certificates will be sold and traded by the Issuer only through the regulated market of Borsa Italiana S.p.A. (Electronic Securitised Derivatives Market ("**SeDeX**")) starting from the date established by Borsa Italiana S.p.A. in a public notice.
Consent to the usage of the Base Prospectus and the Final Terms:	The Issuer hereby grants consent to use the Base Prospectus and these Final Terms for the subsequent resale or final placement of the Certificates by any financial intermediary. The offer period within which subsequent resale or final placement of Certificates by financial intermediaries can be made is valid only as long as the Base Prospectus and the Final Terms are valid in accordance with Article 9 of the Prospectus Directive as implemented in the relevant Member State. The consent to use the Base Prospectus and these Final Terms is granted only in relation to the following Member State(s): Italian Republic.
Payment Date:	11 February 2016
Clearing number:	WKN CZ44KB ISIN DE000CZ44KB3

Issue Currency:	Euro
Minimum Trading Size:	One Certificate
Listing:	The Issuer intends to apply for the listing and trading of the Certificates on the regulated market of Borsa Italiana S.p.A. (Electronic Securitised Derivatives Market ("**SeDeX**")).
Applicable Special Risks:	In particular the following risk factors are applicable which are mentioned in the Base Prospectus in the section "Risk Factors / A. Risk factors relating to the Certificates / 2. Special Risks": 2.1 Dependency of the redemption of the Certificates on the performance of the Underlying 2.2 Automatic Early Redemption 2.3 Risks in relation to several Underlyings (correlation) 2.4 Worst Performing Underlying (multi Underlying) 2.17 Underlying Share
Applicable Terms and Conditions:	Terms and Conditions for Certificates relating to Shares

TERMS AND CONDITIONS

§ 1
FORM

1. The issue by Commerzbank Aktiengesellschaft, Frankfurt am Main, Federal Republic of Germany (the "**Issuer**") of classic certificates (the "**Certificates**") will be in the dematerialised regime, pursuant to the "**Italian Financial Services Act**" (*Testo Unico della Finanza*) and the relevant implementing regulations and are registered in the books of Monte Titoli S.p.A. with registered office in Via Mantegna 6, Milan, Italy (the "**Clearing System**"). No physical document of title will be issued to represent the Certificates. However, any holder of Certificates still has the right to obtain a certificate pursuant to articles 83-quinquies and 83-novies, paragraph 1, letter b), of the Italian Financial Services Act. The Certificates are issued in Euro ("**EUR**") (the "**Issue Currency**").

2. The transfer of the Certificates operates by way of registration on the relevant accounts opened with the Clearing System by any intermediary adhering, directly or indirectly, to the Clearing System (the "**Certificates Account Holders**"). As a consequence, the subject who from time to time is the owner of the account held with a Certificates Account Holder will be considered as the legitimate owner of the Certificates (the "**Certificateholder**") and will be authorised to exercise all rights related to them.

3. The Issuer reserves the right to issue from time to time without the consent of the Certificateholders additional tranches of Certificates with substantially identical terms, so that the same shall be consolidated to form a single series and increase the total volume of the Certificates. The term "Certificates" shall, in the event of such consolidation, also comprise such additionally issued Certificates.

§ 2
DEFINITIONS

For the purposes of these Terms and Conditions, the following definitions shall apply (subject to an adjustment in accordance with these Terms and Conditions):

"**Adjustment Event**" with respect to a Share means

(a) the adjustment of options or futures contracts relating to the Share at the Futures Exchange or the announcement of such adjustment;

(b) any of the following actions taken by 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 splits, consolidation or alteration of category;

(c) 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; or

(d) any other adjustment event being economically equivalent to the before-mentioned events with regard to their effects.

"**Automatic Early Redemption Amount**" per Certificate means EUR 1,000.

"**Automatic Early Redemption Date**" means each Bonus Amount Payment Date except 14 March 2016, 12 April 2016 and the Maturity Date.

"**Bonus Amount**" per Certificate with respect to a Bonus Amount Payment Date means an amount in the Issue Currency calculated by applying the following formula:

$$BA = CA \times 1.44\% \times [1 + NBAPD]$$

where

BA	=	Bonus Amount per Certificate
CA	=	Calculation Amount
NBAPD	=	Number of Bonus Amount Payment Dates between the relevant Bonus Amount Payment Date (exclusive) and the last preceding Bonus Amount Payment Date on which a Bonus Amount was paid in accordance with the provisions of § 3 (exclusive) or, in the case that a Bonus Amount was not paid prior to the relevant Bonus Amount Payment Date, the Issue Date

"**Bonus Amount Payment Date**" means 14 March 2016, 12 April 2016, 12 May 2016, 13 June 2016, 12 July 2016, 11 August 2016, 12 September 2016, 12 October 2016, 11 November 2016, 12 December 2016, 11 January 2017, 13 February 2017, 14 March 2017, 11 April 2017, 15 May 2017, 12 June 2017, 12 July 2017, 11 August 2017, 11 September 2017, 12 October 2017, 13 November 2017, 12 December 2017, 12 January 2018 and the Maturity Date, all subject to postponement in accordance with § 6 paragraph 2.

"**Calculation Amount**" means EUR 1,000.

"**Company**" with respect to a Share means the company issuing such Shares, as specified in the table in the definition of "Share".

"**Early Valuation Date**" means 29 February 2016, 29 March 2016, 28 April 2016, 30 May 2016, 28 June 2016, 28 July 2016, 29 August 2016, 28 September 2016, 28 October 2016, 28 November 2016, 28 December 2016, 30 January 2017, 28 February 2017, 28 March 2017, 28 April 2017, 29 May 2017, 28 June 2017, 28 July 2017, 28 August 2017, 28 September 2017, 30 October 2017, 28 November 2017 and 28 December 2017.

"**Expiry Date**" means 29 January 2018.

"**Exchange**" with respect to a Share means the exchange or trading system as set out in relation to the relevant Share in the table in the definition of "Share".

"**Exchange Business Day**" with respect to an Exchange means a day on which the relevant Exchange is open for trading during its respective regular trading sessions, notwithstanding the relevant Exchange closing prior to its scheduled weekday closing time and without regard to after hours or any other trading or trading activities outside of the regular trading sessions.

"**Extraordinary Event**" with respect to a Share means

(a) 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;

(b) the termination of the listing of the Share on the Exchange due to a merger by absorption or by creation or due to any other reason, or the becoming known of the intention of the Company or the announcement of the Exchange that the listing of the Share at the 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 Exchange (including the exchange segment, if applicable) immediately following the termination of the listing;

(c) 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 organisations;

(d) 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

(e) any other event being economically equivalent to the before-mentioned events with regard to their effects.

"**Final Valuation Date**" means 29 January 2018.

"**Futures Exchange**" with respect to a Share 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 options 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 (*billiges Ermessen*) (§ 315 German Civil Code *(BGB)*) and will make notification thereof in accordance with § 13.

"**Issue Date**" means 11 February 2016.

"**Italian Stock Exchange**" means Borsa Italiana S.p.A.

"**Market Disruption Event**" with respect to a Share means the occurrence or existence of any suspension of, or limitation imposed on, trading in (a) the Share on the 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. The decision whether a suspension or limitation is material will be made by the Issuer in its reasonable discretion (*billiges Ermessen*) *(*§ 315 German Civil Code (*BGB*)). The occurrence of a Market Disruption Event on a Valuation Date shall be published in accordance with § 13.

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 Exchange or the Futures Exchange, as the case may be. 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.

"**Maturity Date**" means 12 February 2018, subject to postponement in accordance with § 6 paragraph 2.

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

"**Performance**" with respect to a Share means the decimal number calculated by dividing the Reference Price of such Share on the Final Valuation Date by the Strike Price of such Share.

"**Reference Price**" with respect to a Share means the the official closing price of the relevant Share as determined and published by the relevant Exchange on any Exchange Business Day.

"**Share**" or "**Underlying**" means any of the following securities issued by the respective Company and traded on the respective Exchange:

Company	*Bloomberg ticker*	*ISIN*	*Exchange*	*Strike Price*
Carrefour S.A.	CA FP Equity	FR0000120172	Paris Stock Exchange	EUR 25.30
Casino Guichard Perrachon S.A.	CO FP Equity	FR0000125585	Paris Stock Exchange	EUR 39.885
Koninklijke Ahold N.V.	AH NA Equity	NL0006033250	Amsterdam Stock Exchange	EUR 20.305

"**Strike Price**" with respect to a Share means the price specified as such in relation to the relevant Share in the table in the definition of "Share".

"**Valuation Date**" means each Early Valuation Date and the Final Valuation Date.

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

If, according to the before-mentioned, a Valuation Date is postponed to the second Exchange Business Day prior to the directly following Automatic Early Redemption Date or the Maturity Date, as the case may be, and if also on such day the Reference Price of a Share is not determined and published or a Market Disruption Event occurs on such day, then this day shall be deemed to be the relevant Valuation Date for each Share and the Issuer shall estimate the Reference Price of the affected Share in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (*BGB*)), and in consideration of the prevailing market conditions on such day and make a notification thereof in accordance with § 13.

"**Worst Performing Underlying**" means the Share with the lowest Performance. If the Issuer determines that the lowest Performance is the same for more than one of the Shares, then the Issuer shall decide in its own reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (*BGB*)) which of the Shares shall be the Worst Performing Underlying.

§ 3
BONUS AMOUNT

Subject to the provisions contained in § 5, each Certificateholder shall receive the relevant Bonus Amount per Certificate on a Bonus Amount Payment Date if on the Valuation Date directly preceding the respective Bonus Amount Payment Date the Reference Price of each Underlying is equal to or above 60% of the relevant Strike Price. In all other cases, a Bonus Amount shall not be payable on the respective Bonus Amount Payment Date.

§ 4
MATURITY

Subject to the provisions contained in § 5, each Certificate will be redeemed on the Maturity Date by the payment of an amount in the Issue Currency (the "**Settlement Amount**"), as determined by the Issuer in accordance with the following provisions:

(a) If on the Final Valuation Date the Reference Price of each Underlying is equal to or above 60% of the relevant Strike Price, the Settlement Amount per Certificate shall be equal to the Calculation Amount; or

(b) in all other cases, the Settlement Amount per Certificate shall be determined by applying the following formula:

$$SA = CA \times \frac{\text{Worst Underlying}_{\text{Final}}}{\text{Worst Underlying}_{\text{Strike}}}$$

where:

SA	=	Settlement Amount per Certificate (rounded, if necessary, to the next EUR 0.01 (EUR 0.005 will be rounded up))
CA	=	Calculation Amount
Worst $\text{Underlying}_{\text{Final}}$	=	Reference Price of the Worst Performing Underlying on the Final Valuation Date
Worst $\text{Underlying}_{\text{Strike}}$	=	Strike Price of the Worst Performing Underlying

§ 5
EARLY REDEMPTION; REPURCHASE

1. Except as provided in § 8, the Issuer shall not be entitled to redeem the Certificates prior to the Maturity Date.

2. The Certificateholders shall not be entitled to call for redemption of the Certificates prior to the Maturity Date.

3. Notwithstanding any other rights to redeem the Certificates prior to the Maturity Date in accordance with these Terms and Conditions, the Certificates shall be terminated automatically on an Automatic Early Redemption Date at the Automatic Early Redemption Amount per Certificate if on the Early Valuation Date directly preceding such Automatic Early Redemption Date the Reference Price of each Underlying is equal to or above 80% of the relevant Strike Price.

   The rights in connection with the Certificates shall expire upon the payment of the Automatic Early Redemption Amount and the relevant Bonus Amount on the relevant Automatic Early Redemption Date.

4. The Issuer may at any time purchase Certificates in the market or otherwise. Certificates repurchased by or on behalf of the Issuer may be held by the Issuer, re-issued or resold.

5. For so long as the Certificates are admitted to listing on Borsa Italiana S.p.A. and to trading on the Electronic Securitised Derivatives Market (SeDeX) of Borsa Italiana S.p.A., then at any time prior to 5:50 p.m. Milan time (the "**Renouncement Notice Cut-Off Time**") on the first Payment Business Day following the Final Valuation Date (the "**Renouncement Notice Cut-Off Date**"), any Certificateholder may renounce the redemption of the Certificates by payment of the Settlement Amount in accordance with § 4 (the "**Automatic Exercise**") by the delivery of a duly completed renouncement notice (the "**Renouncement Notice**") in the form set out in Annex 1 to these Terms and Conditions to the Certificates Account Holder, with a copy thereof to the Paying Agent. Once delivered, a Renouncement Notice shall be irrevocable and the relevant Certificateholder may not transfer the Certificates which are the subject of the Renouncement Notice. If a duly completed Renouncement Notice is validly delivered prior to the Renouncement Notice Cut-off Time on the Renouncement Notice Cut-off Date, any rights arising from the Certificates will terminate upon such delivery and the relevant Certificateholder will not be entitled to receive the Settlement Amount payable by the Issuer with respect to the Certificates and the Issuer shall have no further liability with respect to such Settlement Amount.

   Any determination as to whether a Renouncement Notice is duly completed and in proper form shall be made by the Certificates Account Holder (in consultation with the Paying Agent and the

Clearing System) and shall be conclusive and binding on the Issuer, the Paying Agent and the relevant Certificateholder.

Subject as follows, any Renouncement Notice so determined to be incomplete or not in proper form shall be null and void. If such Renouncement Notice is subsequently corrected to the satisfaction of the Paying Agent, it shall be deemed to be a new Renouncement Notice submitted at the time such correction was delivered to the Certificates Account Holder, with a copy thereof to the Paying Agent.

§ 6
PAYMENTS

1. All amounts payable pursuant to these Terms and Conditions shall be paid to the Paying Agent for transfer to the Clearing System or pursuant to the Clearing System's instruction for credit to the relevant accountholders on the dates stated in these Terms and Conditions. Payment to the Clearing System or pursuant to the Clearing System's instruction shall release the Issuer from its payment obligations under the Certificates in the amount of such payment.

2. If any payment pursuant to these Terms and Conditions is to be made on a day that is not a Payment Business Day, payment shall be made on the next following Payment Business Day. In this case, the Certificateholders shall neither be entitled to any payment claim nor to any interest claim or other compensation with respect to such delay.

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

§ 7
ADJUSTMENTS

1. Upon the occurrence of an Adjustment Event or Extraordinary Event each of which has a material effect on the Share or the price of the Share, the Issuer shall make any such adjustments to the Terms and Conditions as are necessary to account for the economic effect on the Certificates and to preserve, to the extent possible, the economic profile of the Certificates prior to the occurrence of the Adjustment Event or Extraordinary Event in accordance with the following provisions (each an "**Adjustment**"). The Issuer shall decide in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (*BGB*)) whether an Adjustment Event or Extraordinary Event has occurred and whether such Adjustment Event or Extraordinary Event has a material effect on the Share or the price of the Share.

2. An Adjustment may result in:

   (a) the Share being replaced by another share or other securities, a basket of securities and/or cash and/or cash and/or any other compensation, in each case as stipulated with reference to the relevant Adjustment Event or Extraordinary Event (a "**Replacement**"), and another stock exchange being determined as the Exchange;

   and/or

   (b) increases or decreases of specified variables and values or the amounts payable under the Certificates taking into account:

      (i) the effect of an Adjustment Event or Extraordinary Event on the price of the Share;

      (ii) the diluting or concentrative effect of an Adjustment Event or Extraordinary Event on the theoretical value of the Share; or

      (iii) any cash compensation or other compensation in connection with a Replacement;

and/or

(c) consequential amendments to the Share related provisions of the Terms and Conditions that are required to fully reflect the consequences of the Replacement.

3. Adjustments shall correspond to the adjustments to options or futures contracts relating to the Share made by the Futures Exchange (a "**Futures Exchange Adjustment**").

(a) If the Futures Exchange Adjustment results in the replacement of the Share by a basket of shares, the Issuer shall be entitled to determine that only the share with the highest market capitalisation on the Cut-off Date shall be the (replacement) Share for the purpose of the Certificates, and to hypothetically sell the remaining shares in the basket on the first Exchange Business Day following the Cut-off Date at the first available price and hypothetically reinvest the proceeds immediately afterwards in the (replacement) Share by making an appropriate adjustment to the specified variables and values or the amounts payable under the Certificates. If the determination of the share with the highest market capitalisation would result in an economic inappropriate Adjustment, the Issuer shall be entitled to select any other share of the basket of shares to be the (replacement) Share in accordance with the forgoing sentence. The Issuer shall decide in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (BGB)) whether this is the case.

(b) The Issuer shall not be required to make adjustments to the Terms and Conditions by reference to Futures Exchange Adjustments in cases where:

(i) the Futures Exchange Adjustments would result in economically irrelevant adjustments to the Terms and Conditions; the Issuer shall decide in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (BGB)) whether this is the case;

(ii) the Futures Exchange Adjustments violate the principles of good faith or would result in adjustments of the Terms and Conditions contrary to the principle to preserve the economic profile of the Certificates prior to the occurrence of the Adjustment Event or the Extraordinary Event and to compensate for the economic effect thereof on the price of the Share; the Issuer shall decide in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (BGB)) whether this is the case; or

(iii) in cases where no Futures Exchange Adjustment occurs but where such Futures Exchange Adjustment would be required pursuant to the adjustment rules of the Futures Exchange; in such case, the Issuer shall decide in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (BGB)) whether this is the case and shall make Adjustments in accordance with the adjustment rules of the Futures Exchange.

(c) In the event of any doubts regarding the application of the Futures Exchange Adjustment or adjustment rules of the Futures Exchange or where no Futures Exchange exists, the Issuer shall make such adjustments to the Terms and Conditions which are required in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (BGB)) to preserve the economic profile of the Certificates prior to the occurrence of the Adjustment Event or the Extraordinary Event and to compensate for the economic effect thereof on the price of the Share.

4. Any reference made to the Share in these Terms and Conditions shall, if the context so admits, then refer to the replacement share. All related definitions shall be deemed to be amended accordingly.

5. Adjustments shall take effect as from the date (the "**Cut-off Date**") determined by the Issuer in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (*BGB*)), provided that (if the Issuer takes into consideration the manner in which adjustments are or would be made by

the Futures Exchange) the Issuer shall take into consideration the date at which such adjustments take effect or would take effect at the Futures Exchange.

6. Adjustments as well as their Cut-off Date shall be notified by the Issuer in accordance with § 13.

7. Any Adjustment in accordance with this § 7 does not exclude a later termination in accordance with § 8 on the basis of the same event.

§ 8
EXTRAORDINARY TERMINATION RIGHTS OF THE ISSUER

1. Upon the occurrence of an Extraordinary Event, the Issuer may also freely elect to terminate the Certificates prematurely instead of making an Adjustment. If an Adjustment would not be sufficient to preserve the economic profile of the Certificates prior to the occurrence of the Extraordinary Event, the Issuer shall terminate the Certificates according to paragraph 1 prematurely; the Issuer shall decide in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (BGB)) whether this is the case.

   The Issuer may also freely elect to terminate the Certificates prematurely in the case of 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; all as determined by the Issuer based on notifications to the competent authorities or on other information determined as relevant by the Issuer.

2. The Issuer may also freely elect to terminate the Certificates prematurely if (i) due to the adoption of or any change in any applicable law or regulation (including any tax law) or (ii) due to the promulgation of or any change in the interpretation by any competent court, tribunal or regulatory authority (including any tax authority) that (A) it has become illegal to hold, acquire or dispose of the Underlying or (B) it will incur materially increased costs in performing the Issuer's obligation under the Certificates (including due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position) (the "**Change in Law**"). The Issuer shall decide in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (*BGB*)) whether a Change in Law has occurred.

3. Any extraordinary termination of the Certificates shall be notified by the Issuer in accordance with § 13 within fourteen Payment Business Days following the occurrence of the relevant event (the "**Extraordinary Termination Notice**"). The Extraordinary Termination Notice shall designate a Payment Business Day as per which the extraordinary termination shall become effective (the "**Extraordinary Termination Date**") in accordance with the following provisions. Such Extraordinary Termination Date shall be not later than seven Payment Business Days following the publication of the Extraordinary Termination Notice.

4. If the Certificates are called for redemption, they shall be redeemed at an amount per Certificate that is equivalent to their fair market value (the "**Extraordinary Termination Amount**"). The Issuer shall calculate the Extraordinary Termination Amount in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (BGB)) by taking into account prevailing market conditions.

5. The Issuer shall pay the Extraordinary Termination Amount to the Certificateholders not later than on the tenth Payment Business Day following the Extraordinary Termination Date.

§ 9
TAXES

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

§ 10
STATUS

The obligations under the Certificates constitute direct, unconditional and unsecured (*nicht dinglich besichert*) 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).

§ 11
PAYING AGENT

1. Commerzbank Aktiengesellschaft, Kaiserstraße 16 (Kaiserplatz), 60311 Frankfurt am Main, Federal Republic of Germany, shall be the paying agent (the "**Paying Agent**") and BNP Paribas Securities Services, Via Ansperto 5, 20123 Milano, Republic of Italy, shall be the additional paying agent (the "**Additional Paying Agent**").

2. The Issuer shall be entitled at any time to appoint another bank of international standing as Paying Agent and/or Additional Paying Agent. Such appointment and the effective date shall be notified in accordance with § 13.

3. The Paying Agent and the Additional Paying Agent are hereby granted exemption from the restrictions of § 181 of the German Civil Code (*BGB*) and any similar restrictions of the applicable laws of any other country.

§ 12
SUBSTITUTION OF THE ISSUER

1. Any other company may assume at any time during the life of the Certificates, subject to paragraph 2, without the Certificateholders' consent all the obligations of the Issuer under and in connection with the Certificates. Any such substitution and the effective date shall be notified by the Issuer in accordance with § 13.

   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 the Certificates with the same effect as if the New Issuer had been named as the Issuer in these Terms and Conditions; the Issuer (and, in the case of a repeated application of this § 12, 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 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 Certificates;

(b) the New Issuer has agreed to indemnify and hold harmless each Certificateholder against any tax, duty, assessment or governmental charge imposed on such Certificateholder in respect of such substitution;

(c) the Issuer (in this capacity referred to as the "**Guarantor**") has unconditionally and irrevocably guaranteed to the Certificateholders compliance by the New Issuer with all obligations under the Certificates;

(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 § 12 shall apply again.

§ 13
NOTICES

Notices relating to the Certificates shall be published on the Issuer's website *http://pb.commerzbank.com* or in the electronic version of the Federal Gazette (*Bundesanzeiger*) and possibly, without giving rise to any obligation for the Issuer, through a notice by Borsa Italiana S.p.A., and shall be deemed to be effective upon such publication unless such publication gives another effective date.

Following the admission to listing of the Certificates, any change/amendment or material information in connection with the Certificates will be published by Borsa Italiana S.p.A. through a stock exchange notice in accordance with the relevant legal and regulatory provisions in force in the Republic of Italy.

§ 14
LIMITATION OF LIABILITY; PRESENTATION PERIODS; PRESCRIPTION

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

2. The period for presentation of the Certificates (§ 801 paragraph 1, sentence 1 German Civil Code (*BGB*)) shall be ten years and the period of limitation for claims under the Certificates presented during the period for presentation shall be two years calculated from the expiry of the relevant presentation period.

§ 15
FINAL CLAUSES

1. The Certificates and the rights and duties of the Certificateholders, the Issuer, the Paying 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 and 2 of the Terms and Conditions which shall be governed by the laws of the Republic of Italy.

   The rights and duties of the Additional Paying Agent shall in all respects be governed by the laws of the Republic of Italy.

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 Certificate-holders. The declaration of rescission shall be made without undue delay upon becoming aware of any such ground for rescission (*Anfechtungsgrund*) and in accordance with § 13. Following such rescission by the Issuer, the Certificateholders may instruct the account holding bank to

submit a duly completed redemption notice to the Paying Agent, either by filling in the relevant form available from the Paying Agent or by otherwise stating all information and declarations required on the form (the "**Rescission Redemption Notice**"), and to request repayment of the Issue Price against transfer of the Certificates to the account of the Paying Agent with the Clearing System. The Issuer shall make available the Issue Price to the Paying Agent within ten calendar days following receipt of the Rescission Redemption Notice and of the Certificates by the Paying Agent, whichever receipt is later, whereupon the Paying Agent shall transfer the Issue Price to the account specified in the Rescission Redemption Notice. Upon payment of the Issue Price all rights under the Certificates delivered shall expire.

3. The Issuer may combine the declaration of rescission pursuant to paragraph 2 with an offer to continue the Certificates on the basis of corrected Terms and Conditions. Such an offer and the corrected provisions shall be notified to the Certificateholders together with the declaration of rescission in accordance with § 13. Any such offer shall be deemed to be accepted by a Certificateholder (and the rescission shall not take effect), unless the Certificateholder requests repayment of the Issue Price within four weeks following the date on which the offer has become effective in accordance with § 13 by delivery of a duly completed Rescission Redemption Notice via the account holding bank to the Paying Agent and by transfer of the Certificates to the account of the Paying 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 paragraph 2 and 3 shall be deemed to be the higher of (i) the purchase price that was actually paid by the relevant Certificateholder (as declared and proved by evidence in the request for repayment by the relevant Certificateholder) and (ii) the weighted average (as determined by the Issuer in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (*BGB*)) of the traded prices of the Certificates on the Exchange Business Day preceding the declaration of rescission pursuant to paragraph 2. If a Market Disruption Event exists on the Exchange Business Day preceding the declaration of rescission pursuant to paragraph 2, the last Exchange Business Day preceding the declaration of rescission pursuant to paragraph 2 on which no Market Disruption Event existed shall be decisive for the ascertainment of price pursuant to the preceding sentence.

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 German Civil Code (*BGB*)). The Issuer, however, shall only be entitled to make such corrections or amendments which are reasonably acceptable to the Certificateholders having regard to the interests of the Issuer and in particular which do not materially adversely affect the legal or financial situation of the Certificateholders. Notice of any such correction or amendment shall be given to the Certificateholders in accordance with § 13.

6. If the Certificateholder was aware of typing or calculation errors or similar errors at the time of the acquisition of the Certificates, then, notwithstanding paragraphs 2 - 5, the Certificateholder 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 - 5 above.

8. Place of performance is Frankfurt am Main.

9. Place of jurisdiction for all disputes and other proceedings in connection with the Certificates 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.

10. The English version of these Terms and Conditions shall be binding. Any translation is for convenience only.

ANNEX 1 to the Terms and Conditions of the Certificates

Renouncement Notice from the CERTIFICATEHOLDER to his/her CERTIFICATE ACCOUNT HOLDER

(to be completed by the beneficial owner of the Certificates for the valid renouncement of the Automatic Exercise of the Certificates)

Commerzbank Aktiengesellschaft

5,000 Classic Autocall Certificates linked to Shares

ISIN DE000CZ44KB3

(the "**Certificates**")

To: Certificates Account Holder
(the "**Certificates Account Holder**")

C/c Paying Agent
[Commerzbank Aktiengesellschaft
Attn: [•]
Kaiserstraße 16 (Kaiserplatz),
60311 Frankfurt am Main]
Fax No: [ ]
(the "**Paying Agent**")

We, the undersigned Certificateholder(s), hereby communicate that we are renouncing the right to receive the Settlement Amount payable with respect to the Number of Certificates following the Automatic Exercise of the Certificates as specified below, in accordance with the Terms and Conditions of the Certificates. Furthermore we acknowledge that any rights arising from the Certificates will terminate upon delivery of the Renouncement Notice and that we will not be entitled to receive any Settlement Amount payable by the Issuer with respect to the Certificates and that the Issuer shall have no further liability with respect to such amounts.

The undersigned understands that if this notice is not duly completed and delivered prior to the Renouncement Notice Cut-Off Time on the Renouncement Notice Cut-Off Date, or if this notice is determined to be incomplete or not in proper form [(in the determination of the Certificates Account Holder in consultation with the Paying Agent and the Clearing System)] it will be treated as null and void.

ISIN of the Certificates: DE000CZ44KB3

Number of Certificates which are the subject of this notice: [ ]

[Renouncement Notice Cut-Off Time: [...]]

[Renouncement Notice Cut-Off Date: [...]]

Name of Certificateholder(s)

____

Signature

ADDITIONAL INFORMATION

Country(ies) where the offer takes place:	Italian Republic
Country(ies) where admission to trading on the regulated market(s) is being sought:	Italian Republic

SUMMARY

Summaries are made up of disclosure requirements known as 'Elements'. These elements are numbered in Sections A – E (A.1 – E.7).

This summary contains all the Elements required to be included in a summary for this type of securities and Issuer. There may be gaps in the numbering sequence of the Elements in cases where Elements are not required to be addressed.

Even though an Element may be required to be inserted in the summary because of the type of securities and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of '- not applicable -'. Certain provisions of this summary are in brackets. Such information will be completed or, where not relevant, deleted, in relation to a particular issue of securities, and the completed summary in relation to such issue of securities shall be appended to the relevant final terms.

Section A – Introduction and Warnings

Element	Description of Element	Disclosure requirement
A 1	Warnings	This summary should be read as an introduction to the base prospectus (the "**Base Prospectus**") and the relevant Final Terms containing the relevant terms and conditions (the "**Terms and Conditions**"). Investors should base any decision to invest in the securities issued under this Base Prospectus (the "**Certificates**") in consideration of the Base Prospectus as a whole and the relevant Final Terms. Where a claim relating to information contained in the Base Prospectus is brought before a court in a member state of the European Economic Area, the plaintiff investor may, under the national legislation of such member state, be required to bear the costs for the translation of the Base Prospectus and the Final Terms before the legal proceedings are initiated. Civil liability attaches only to those persons, who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus or it does not provide, when read together with the other parts of the Base Prospectus, all necessary key information.
A 2	Consent to the use of the Prospectus	The Issuer hereby grants consent to use the Base Prospectus and the Final Terms for the subsequent resale or final placement of the Certificates by any financial intermediary. The offer period within which subsequent resale or final placement of Certificates by financial intermediaries can be made is valid only as long as the Base Prospectus and the Final Terms are valid in accordance with Article 9 of the Prospectus Directive as implemented in the Italian Republic. The consent to use the Base Prospectus and the Final Terms is granted only in relation to the Italian Republic.

		The consent to use this Base Prospectus including any supplements as well as any corresponding Final Terms is subject to the condition that (i) this Base Prospectus and the respective Final Terms are delivered to potential investors only together with any supplements published before such delivery and (ii) when using this Base Prospectus and the respective Final Terms, each financial intermediary must make certain that it complies with all applicable laws and regulations in force in the respective jurisdictions. **In the event of an offer being made by a financial intermediary, this financial intermediary will provide information to investors on the terms and conditions of the offer at the time of that offer.**

Section B – Issuer

Element	Description of Element	Disclosure requirement
B 1	**Legal and Commercial Name of the Issuer**	The legal name of the Bank is COMMERZBANK Aktiengesellschaft (the "**Issuer**", the "**Bank**" or "**Commerzbank**", together with its consolidated subsidiaries "**Commerzbank Group**" or the "**Group**") and the commercial name of the Bank is Commerzbank.
B 2	**Domicile / Legal Form / Legislation / Country of Incorporation**	The Bank's registered office is in Frankfurt am Main, Federal Republic of Germany. COMMERZBANK is a stock corporation established and operating under German law and incorporated in the Federal Republic of Germany.
B 4b	**Known trends affecting the Issuer and the industries in which it operates**	The global financial market crisis and sovereign debt crisis in the eurozone in particular have put a very significant strain on the net assets, financial position and results of operations of Commerzbank in the past, and it can be assumed that further materially adverse effects for Commerzbank can also result in the future, in particular in the event of a renewed escalation of the crisis.
B 5	**Organisational Structure**	COMMERZBANK is the parent company of the COMMERZBANK Group. The COMMERZBANK Group holds directly and indirectly equity participations in various companies.
B 9	**Profit forecasts or estimates**	- not applicable – The Issuer currently does not make profit forecasts or estimates.
B 10	**Qualifications in the auditors' report on the historical financial information**	- not applicable – Unqualified auditors' reports have been issued on the consolidated financial statements and management reports for the financial year ended 2013 and 2014 as well as on the annual financial statements and management report for the 2014 financial year which are incorporated by reference into this Base Prospectus.

B 12	**Selected key financial information**	The following table sets forth selected key financial information of COMMERZBANK Group which has been derived from the respective audited consolidated financial statements prepared in accordance with IFRS as of 31 December 2013 and 2014 as well as from the condensed consolidated interim financial statements (reviewed) as of 30 September 2015:

Balance Sheet (€m)	**31 December 2013*)**	**31 December 2014**	**30 September 2015**
Total assets	549,654	557,609	563,852
Equity	26,933	26,960	30,102

Income Statement (€m)	**January – December**		**January – September**	
	2013*)	**2014**	**2014**	**2015**
Operating profit	731	684	924	1,499
Pre-tax profit or loss	238	623	924	1,405
Consolidated profit or loss**)	81	264	525	853

*) Prior-year figures restated due to the restatement of credit protection insurance and the tax restatement.

**) Insofar as attributable to COMMERZBANK shareholders.

	No material adverse change in the prospects of the Issuer, Significant changes in the financial position	There has been no material adverse change in the prospects of COMMERZBANK Group since 31 December 2014. - not applicable - There has been no significant change in the financial position of COMMERZBANK Group since 30 September 2015.
B 13	**Recent events which are to a material extent relevant to the Issuer's solvency**	- not applicable - There are no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency.
B 14	**Dependence of the Issuer upon other entities within the group**	- not applicable – As stated under item B.5, COMMERZBANK is the parent company of the COMMERZBANK Group.
B 15	**Issuer's principal activities**	The focus of the activities of COMMERZBANK Group is on the provision of a wide range of financial services to private, small and medium-sized corporate and institutional customers in Germany, including account administration, payment transactions, lending, savings and investment products, securities services, and capital market and investment banking products and services. As part of its comprehensive financial services strategy, the Group also offers other financial services in association with cooperation partners, particularly building savings loans, asset management and insurance. The Group is continuing to expand its position as one of the most important

German export financiers. Alongside its business in Germany, the Group is also active internationally through its subsidiaries, branches and investments, particularly in Europe. The focus of its international activities lies in Poland and on the goal of providing comprehensive services to German small and medium-sized enterprises in Western Europe, Central and Eastern Europe and Asia.

COMMERZBANK Group is divided into five operating segments - Private Customers, Mittelstandsbank, Central & Eastern Europe, Corporates & Markets and Non Core Assets (NCA) as well as Others and Consolidation. The Private Customers, Mittelstandsbank, Central & Eastern Europe and Corporates & Markets segments form COMMERZBANK Group's core bank together with Others and Consolidation.

B 16	**Controlling parties**	- not applicable - COMMERZBANK has not submitted its management to any other company or person, for example on the basis of a domination agreement, nor is it controlled by any other company or any other person within the meaning of the German Securities Acquisition and Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*).

Section C – Securities

Element	**Description of Element**	**Disclosure requirement**
C 1	**Type and class of the securities / Security identification number**	Type/Form of Securities Classic Certificates relating to Shares (the "**Certificates**") The Certificates are issued in bearer dematerialised form in the denomination of Euro 1,000 (the "**Denomination**"). Security identification number(s) of Securities ISIN DE000CZ44KB3
C 2	**Currency of the securities**	The Certificates are issued in Euro.
C 5	**Restrictions on the free transferability of the securities**	- not applicable – The Certificates are freely transferable, subject to the offering and selling restrictions, the applicable law and the rules and regulations of the Clearing System.
C 8	**Rights attached to the securities (including ranking of the Securities and limitations to**	Governing law of the Securities The Certificates will be governed by, and construed in accordance with German law. The constituting of the Certificates may be governed by the laws of the jurisdiction of the Clearing System as set out in the Terms and Conditions.

those rights)

Rights attached to the Securities

Repayment

The holder of the Certificates will receive on the Maturity Date (i) the Bonus Amount in relation to the Final Valuation Date as well as (ii) a monetary amount equal to a Settlement Amount which will either be equal to the Calculation Amount or calculated according to a formula set out in the Terms and Conditions and which will be depending on the Reference Price of the Underlyings on the Final Valuation Date.

Bonus Amounts

Subject to the provisions contained in the Terms and Conditions, each Certificateholder shall receive the relevant Bonus Amount per Certificate on a Bonus Amount Payment Date if on the Valuation Date directly preceding the respective Bonus Amount Payment Date the Reference Price of each Underlying is equal to or above 60% of the relevant Strike Price. In all other cases, a Bonus Amount shall not be payable on the respective Bonus Amount Payment Date.

"**Bonus Amount**" per Certificate with respect to a Bonus Amount Payment Date means an amount in Euro calculated by applying the following formula:

$$BA = CA \times 1.44\% \times [1 + NBAPD]$$

where

"**BA**" means the Bonus Amount per Certificate,

"**CA**" means the Calculation Amount, and

"**NBAPD**" means the number of Bonus Amount Payment Dates between the relevant Bonus Amount Payment Date (exclusive) and the last preceding Bonus Amount Payment Date on which a Bonus Amount was paid in accordance with the provisions of § 3 (exclusive) or, in the case that a Bonus Amount was not paid prior to the relevant Bonus Amount Payment Date, 11 February 2016.

"**Bonus Amount Payment Date**" means 14 March 2016, 12 April 2016, 12 May 2016, 13 June 2016, 12 July 2016, 11 August 2016, 12 September 2016, 12 October 2016, 11 November 2016, 12 December 2016, 11 January 2017, 13 February 2017, 14 March 2017, 11 April 2017, 15 May 2017, 12 June 2017, 12 July 2017, 11 August 2017, 11 September 2017, 12 October 2017, 13 November 2017, 12 December 2017, 12 January 2018 and the Maturity Date, all subject to postponement in accordance with the Terms and Conditions.

"**Valuation Date**" means 29 February 2016, 29 March 2016, 28 April 2016, 30 May 2016, 28 June 2016, 28 July 2016, 29 August 2016, 28 September 2016, 28 October 2016, 28 November 2016, 28 December 2016, 30 January 2017, 28 February 2017, 28 March 2017, 28 April 2017, 29 May 2017, 28 June 2017, 28 July 2017, 28 August 2017, 28 September 2017, 30 October 2017, 28 November 2017, 28 December 2017 and 29 January 2018 (the "**Final Valuation Date**"), all subject to postponement in accordance with the Terms and Conditions.

During the term of the Certificates the investor will not receive dividend payments of the Company issuing the Shares underlying the Certificates.

Adjustments and Early Redemption

Subject to particular circumstances, the Issuer may be entitled to perform certain adjustments. Apart from this, the Issuer may be entitled to terminate the Certificates prematurely if a particular event occurs.

<u>Ranking of the Securities</u>

The obligations under the Certificates constitute direct, unconditional and unsecured (*nicht dinglich besichert*) obligations of the Issuer and, unless otherwise provided by applicable law, rank at least pari passu with all other unsubordinated and unsecured (*nicht dinglich besichert*) obligations of the Issuer.

C 11	**Admission to listing and trading on a regulated market or equivalent market**	The Certificates will be sold and traded by the issuer only through the regulated market of Borsa Italiana S.p.A. (Electronic Securitised Derivatives Market ("**SeDeX**")) starting from the date established by Borsa Italiana S.p.A. in a public notice.
C 15	**Influence of the Underlying on the value of the securities:**	The redemption of the Certificates on the Maturity Date and, in the case of an automatic early redemption event, the Automatic Early Redemption Amount to be paid on the relevant Automatic Early Redemption Date, depend on the performance of the Underlyings.

<u>In detail:</u>

Subject to the provisions contained in the Terms and Conditions, each Certificate will be redeemed on the Maturity Date by the payment of an amount in Euro (the "**Settlement Amount**"), as determined by the Issuer in accordance with the Terms and Conditions.

The Settlement Amount per Certificate is, if necessary, rounded to the next Euro 0.01 (Euro 0.005 will be rounded up)).

There are two possible scenarios for the redemption of the Certificates on the Maturity Date:

1. If on the Final Valuation Date the Reference Price of each Underlying is equal to or above 60% of the relevant Strike Price, then each Certificate shall be redeemed by payment of a Settlement Amount equal to the Calculation Amount;

or

2. in all other cases, each Certificate shall be redeemed by payment of a Settlement Amount determined by applying the following formula:

$$SA = CA \times \frac{\text{Worst Underlying}_{\text{Final}}}{\text{Worst Underlying}_{\text{Strike}}}$$

Where

"**CA**" means the "**Calculation Amount**" equal to Euro 1,000;

"**Worst Underlying$_{\text{Final}}$**" means the Reference Price of the Worst Performing Underlying on the Final Valuation Date; and

"**Worst Underlying$_{\text{Strike}}$**" means the Strike Price of the Worst Performing Underlying.

Notwithstanding any other rights to redeem the Certificates prior to the Maturity Date in accordance with the Terms and Conditions, the Certificates shall be terminated automatically and redeemed on an Automatic Early Redemption Date at the Automatic Early Redemption Amount if on the Early Valuation Date directly preceding such Automatic Early Redemption Date the Reference Price of each Underlying is equal to or above 80% of the relevant Strike Price.

Where

"**Automatic Early Redemption Amount**" per Certificate means Euro 1,000;

"**Automatic Early Redemption Date**" means 12 May 2016, 13 June 2016, 12 July 2016, 11 August 2016, 12 September 2016, 12 October 2016, 11 November 2016, 12 December 2016, 11 January 2017, 13 February 2017, 14 March 2017, 11 April 2017, 15 May 2017, 12 June 2017, 12 July 2017, 11 August 2017, 11 September 2017, 12 October 2017, 13 November 2017, 12 December 2017 or 12 January 2018, all subject to postponement in accordance with the Terms and Conditions; and

"**Early Valuation Date**" means 28 April 2016, 30 May 2016, 28 June 2016, 28 July 2016, 29 August 2016, 28 September 2016, 28 October 2016, 28 November 2016, 28 December 2016, 30 January 2017, 28 February 2017, 28 March 2017, 28 April 2017, 29 May 2017, 28 June 2017, 28 July 2017, 28 August 2017, 28 September 2017, 30 October 2017, 28 November 2017 and 28 December 2017, all subject to postponement in accordance with the Terms and Conditions.

The rights in connection with the Certificates shall expire upon the payment of the Automatic Early Redemption Amount and the relevant Bonus Amount on the relevant Automatic Early Redemption Date.

C 16	**Valuation Date**	29 January 2018
	Maturity Date	12 February 2018

C 17	**Description of the settlement procedure for the securities**	The Certificates sold will be delivered on 11 February 2016 in accordance with applicable local market practice via the Clearing System.
C 18	**Delivery procedure (clearing on the Maturity Date)**	All amounts payable pursuant to the Terms and Conditions shall be paid to the Certificateholders not later than on the Settlement Date following the date stated in the Terms and Conditions. Such payment shall be made to the Paying Agent for transfer to the Clearing System or pursuant to the Clearing System's instruction for credit to the relevant accountholders. Payment to the Clearing System or pursuant to the Clearing System's instruction shall release the Issuer from its payment obligations under the Certificates in the amount of such payment. If a payment is to be made on a day that is not a Payment Business Day, it shall take place on the next following Payment Business Day. In this case, the relevant Certificateholder shall neither be entitled to any payment claim nor to any interest claim or other compensation with respect to such delay. **"Paying Agent**" means Commerzbank Aktiengesellschaft. "**Clearing System**" means Monte Titoli S.p.A. "**Payment Business Day**" means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer system which utilises a single shared platform (TARGET2) and the Clearing System settle payments in Euro.
C 19	**Final Reference Price of the Underlying**	The official closing price of the Shares as determined and published by the Exchange on the Final Valuation Date.

C 20	**Type of the underlying and details, where information on the underlying can be obtained**	The assets underlying the Certificates are:

Company	*Bloomberg ticker*	*ISIN*	*Exchange*
Carrefour S.A.	CA FP Equity	FR0000120172	Paris Stock Exchange
Casino Guichard Perrachon S.A.	CO FP Equity	FR0000125585	Paris Stock Exchange
Koninklijke Ahold N.V.	AH NA Equity	NL0006033250	Amsterdam Stock Exchange

(each an "**Underlying**", collectively, the "**Underlyings**").

Information on the Underlyings is available on the website of the Exchange on which the relevant Underlying is listed:
www.euronext.com
www.aex.nl

Section D – Risks

The purchase of Certificates is associated with certain risks. **The Issuer expressly points out that the description of the risks associated with an investment in the Certificates describes only the major risks which were known to the Issuer at the date of the Base Prospectus.**

Element	Description of Element	Disclosure requirement
D 2	**Key risks specific to the Issuer**	The Certificates entail an issuer risk, also referred to as debtor risk or credit risk for prospective investors. An issuer risk is the risk that COMMERZBANK becomes temporarily or permanently unable to meet its obligations to pay interest and/or the settlement amount. Furthermore, COMMERZBANK is subject to various risks within its business activities. Such risks comprise in particular the following types of risks: <u>Global Financial Market Crisis and Sovereign Debt Crisis:</u> The global financial crisis and sovereign debt crisis, particularly in the eurozone, have had a significant material adverse effect on the Group's net assets, financial position and results of operations. There can be no assurance that the Group will not suffer further material adverse effects in the future, particularly in the event of a renewed escalation of the crisis. Any further escalation of the crisis within the European Monetary Union may have material adverse effects on the Group, which, under certain circumstances, may even threaten the Group's existence. The Group holds substantial volumes of sovereign debt. Impairments and revaluations of such sovereign debt to lower fair values have had material adverse effects on the Group's net assets, financial position and results of operations in the past, and

may have further adverse effects in the future.

Macroeconomic Environment:

The macroeconomic environment prevailing over the past few years has negatively affected the Group's results, and the Group's heavy dependence on the economic environment, particularly in Germany, may result in further substantial negative effects in the event of any renewed economic downturn.

Counterparty Default Risk:

The Group is exposed to default risk (credit risk), including in respect of large individual commitments, large loans and commitments, concentrated in individual sectors, referred to as "bulk" risk, as well as loans to debtors that may be particularly affected by the sovereign debt crisis. The run-down of the ship finance portfolio and the Commercial Real Estate finance portfolio is exposed to considerable risks in view of the current difficult market environment and the volatility of ship prices and real estate prices and the default risk (credit risk) affected thereby, as well as the risk of substantial changes in the value of ships held as collateral directly owned, directly owned real estate and private and commercial real estate held as collateral. The Group has a substantial number of non-performing loans in its portfolio and defaults may not be sufficiently covered by collateral or by write-downs and provisions previously taken.

Market Price Risks:

The Group is exposed to market price risks in the valuation of equities and investment fund units as well as in the form of interest rate risks, credit spread risks, currency risks, volatility and correlation risks, commodity price risks.

Strategic Risks:

There is a risk that the Group may not benefit from the strategic agenda or may be able to do so only in part or at higher costs than planned, and that the implementation of planned measures may not lead to the achievement of the strategic objectives sought to be obtained.

Risks from the Competitive Environment:

The markets in which the Group is active, particularly the German market (and, in particular, the private and corporate customer business and investment banking activities) and the Polish market, are characterized by intense competition on price and on transaction terms, which results in considerable pressure on margins.

Liquidity Risks:

The Group is dependent on the regular supply of liquidity and a market-wide or company-specific liquidity shortage can have material adverse effects on the Group's net assets, financial position and results of operations.

Operational Risks:

The Group is exposed to a large number of operational risks including the risk that employees will enter into excessive risks on behalf of the Group or will violate compliance-relevant regulations while conducting business activities and thereby cause considerable losses to appear suddenly, which may also lead indirectly to an increase in regulatory capital requirements.

Risks from Goodwill Write-Downs

It is possible that the goodwill reported in the Group's consolidated financial statements and brand names will have to be fully or partly written down as a result of impairment tests.

Risks from Bank-Specific Regulation:

Ever stricter regulatory capital and liquidity standards and procedural and reporting requirements may call into question the business model of a number of the Group's activities, adversely affect the Group's competitive position, reduce the Group's profitability, or make the raising of additional equity capital necessary. Other regulatory reforms proposed in the wake of the financial crisis, for example, requirements such as the bank levy, a possible financial transaction tax, the separation of proprietary trading from the deposit-taking business, or stricter disclosure and organizational obligations may materially influence the Group's business model and competitive environment.

Legal Risks:

Legal disputes may arise in connection with COMMERZBANK's business activities, the outcomes of which are uncertain and which entail risks for the Group. For example, claims for damages on the grounds of flawed investment advice have led to substantial liabilities for the Group and may also lead to further substantial liabilities for the Group in the future. Payments and restoration of value claims have been asserted against COMMERZBANK and its subsidiaries, in some cases also in court, in connection with profit participation certificates and trust preferred securities they have issued. The outcome of such proceedings may have material adverse effects on the Group that go beyond the claims asserted in each case. Regulatory, supervisory and judicial proceedings may have a material adverse effect on the Group. Proceedings brought by regulators, supervisory authorities and prosecutors may have material adverse effects on the Group.

D 6	**Key information on the key risks that are specific to the securities**	No secondary market immediately prior to the final maturity The market maker and/or the exchange will cease trading in the Certificates shortly before their scheduled Maturity Date. However, between the last trading day and the Final Valuation Date, the price of the Underlying, which is relevant for the Certificates, may still change. This may be to the investor's disadvantage. No Collateralization

The Certificates constitute unconditional obligations of the Issuer. They are neither secured by the Deposit Protection Fund of the Association of German Banks (*Einlagensicherungsfonds des Bundesverbandes 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 cannot or only partially fulfil the attainments due under the Certificates. Under these circumstances, a total loss of the investor's capital might be possible.

<u>The proposed Financial Transactions Tax (FTT)</u>

The European Commission has proposed a common financial transactions tax (FTT) to be implemented in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia. The proposed financial transactions tax could apply to certain dealings in the Certificates (including secondary market transactions) in certain circumstances. However, the financial transactions tax is still subject to negotiation between the participating EU Member States. Additional EU Member States may decide to participate. Furthermore, it is currently uncertain when the financial transactions tax will be enacted and when the tax will enter into force with regard to dealings with the Certificates. Meanwhile, the Republic of Italy has already enacted a local financial transactions tax, which applies to dealings in Italian shares and securities linked to such shares.

<u>Risks in connection with the Act on the Recovery and Resolution of Institutions and Financial Groups, with the EU Regulation establishing a Single Resolution Mechanism, and with the proposal for a new EU regulation on the mandatory separation of certain banking activities</u>

The Act on the Recovery and Resolution of Institutions and Financial Groups (*Gesetz zur Sanierung und Abwicklung von Instituten und Finanzgruppen* - SAG) - which is the transposition into German law of the EU framework for the recovery and resolution of credit institutions and investment firms (Directive 2014/59/EU, the "**Bank Recovery and Resolution Directive**" or "**BRRD**") may result in claims for payment of principal or other amounts under the Certificates being subject to a conversion into one or more instruments that constitute common equity tier 1 capital for the Issuer, such as ordinary shares, or a permanent reduction, including to zero, by intervention of the competent resolution authority. Each of these measures are hereinafter referred to as a "**Regulatory Bail-in**". The holders of Certificates would have no claim against the Issuer in such a case and there would be no obligation of Issuer to make payments under the Cerficates. This would occur if the Issuer becomes, or is deemed by the competent supervisory authority to have become, "non-viable" (as defined under the then applicable law) and unable to continue its regulated activities without such conversion or write-down or without a public sector injection of capital. The resolution authority will have to exercise its power in a way that results in (i) common equity tier 1 capital instruments (such as ordinary shares of the Issuer) being written down first in proportion to the relevant losses, (ii) thereafter, the principal amount of other capital instruments (additional tier 1 capital instruments and tier 2 capital instruments) being written down on a permanent basis or converted into common equity tier 1 capital instruments in accordance with their order of priority and (iii) thereafter, eligible liabilities - as those under the Certificates - being converted into common equity tier 1 capital instruments or written down on a permanent basis in accordance with a set order of priority. The extent to which the principal amount of the Certificates may be subject to a Regulatory Bail-in will depend on a number of factors that are outside the Issuer’s control, and it will be difficult to predict when, if at all, a Regulatory Bail-in will occur. Potential investors should consider the risk that they may lose all of their investment, including the principal amount if a Regulatory Bail-in occurs.

Further, the EU Regulation establishing a Single Resolution Mechanism ("**SRM Regulation**") contains provisions relating to resolution planning, early intervention, resolution actions and resolution instruments that should become applicable as of 1 January 2016. A centralised decision-making will be built around a Single Resolution Board. This framework should be able to ensure that, instead of national resolution authorities, there will be a single authority – i.e. the Board – which will take all relevant decisions for banks being part of the Banking Union.

On 29 January 2014, the European Commission adopted a proposal for a new mandatory separation of certain banking activities that is in many respects stricter than the requirements under the German bank separation law (sections 3(2)-(4), 25f, 64s of the German Banking Act (*Kreditwesengesetz* - KWG). European banks that exceed the following thresholds for three consecutive years: a) total assets are equal or exceed €30 billion; b) total trading assets and liabilities are equal or exceed €70 billion or 10% of their total assets, will be automatically banned from engaging in proprietary trading defined narrowly as activities with no hedging purposes or no connection with customer needs. In addition, such banks will be prohibited also from investing in or holding shares in hedge funds, or entities that engage in proprietary trading or sponsor hedge funds. Other trading and investment banking activities - including market-making, lending to venture capital and private equity funds, investment and sponsorship of complex securitisation, sales and trading of derivatives - are not subject to the ban, however they might be subject to separation.The proprietary trading ban would apply as of 1 January 2017 and the effective separation of other trading activities would apply as of 1 July 2018. Should a mandatory separation be imposed, additional costs are not ruled out, in terms of higher funding costs, additional capital requirements and operational costs due to the separation, lack of diversification benefits.

U.S. Foreign Account Tax Compliance Act Withholding

The Issuer may be required to withhold tax at a rate of 30% on all, or a portion of, payments made after 31 December 2016 in respect of (i) securities issued or materially modified after the date that is six months after the date on which the final regulations applicable to "foreign passthru payments" are filed in the Federal Register, (ii) securities issued or materially modified after the date that is six months after the date on which obligations of their type are first treated as giving rise to dividend equivalents, or (ii) securities treated as equity for U.S. federal tax purposes, whenever issued, pursuant to certain provisions commonly referred to as the "Foreign Account Tax Compliance Act".

Impact of a downgrading of the credit rating

The value of the Certificates could be affected by the ratings given to the Issuer by rating agencies. Any downgrading of the Issuer's rating by even one of these rating agencies could result in a reduction in the value of the Certificates.

Extraordinary termination, early redemption and adjustment rights

The Issuer shall be entitled to perform adjustments or to terminate and redeem the Certificates prematurely if certain conditions are met. This may have a negative effect on the value of the Certificates as well as the Extraordinary Termination Amount. If the Certificates are terminated, the amount payable to the holders of the Certificates in the event of the extraordinary termination of the Certificates may be lower than the amount the holders of the Certificates would have received without such termination.

Market disruption event or trading disruption event or fund disruption event

The Issuer is entitled to determine market disruption events, trading disruption events or fund disruption events, respectively, that might result in a postponement of a calculation and/or of any attainments under the Certificates and that might affect the value of the Certificates. In addition, in certain cases stipulated, the Issuer may estimate certain prices that are relevant with regard to attainments or the reaching of thresholds. These estimates may deviate from their actual value.

Substitution of the Issuer

If the conditions are met, the Issuer is entitled at any time, without the consent of the holders of the Certificates, to appoint another company as the new Issuer with regard to all obligations arising out of or in connection with the Certificates in its place. In that case, the holder of the Certificates will generally also assume the insolvency risk with regard to the new Issuer.

Risk factors relating to the Underlying

The Certificates depend on the value of the Underlying and the risk associated with this Underlying. The value of the 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 Certificates.

Risk relating to an automatic early redemption

Under certain circumstances as set forth in the Terms and Conditions, the Certificates may be redeemed early if certain conditions are met, which may adversely affect the economics of the Certificates for the investor.

Risk at maturity

The Certificates could be redeemed on the Maturity Date by payment of a Settlement Amount which will be significantly below the initial issue price of Euro 1,000 per Certificate. In this case the investor could suffer a loss. This is - disregarding the costs incurred in connection with the purchase of the Certificates - the case, if on the Final Valuation Date the Reference Price of each Underlying is below a predetermined percentage of the Strike Price of the relevant Underlying.

The investor will suffer a loss if the Settlement Amount which will be depending on the performance of the Worst Performing Underlying (plus any Bonus Amounts and less local taxes) is below the purchase price paid for the Certificates. The lower the Reference Price of the Worst Performing Underlying - and thus the lower the Settlement Amount - the greater the loss. Worst Case: The Underlyings are worthless on the Final Valuation Date. In this case the Settlement Amount will be equal to 0 (zero).

Risks if the investor intends to sell or must sell the Certificates during the term

Market value risk:

The achievable sale price prior to the Maturity Date could be significantly lower than the purchase price paid by the investor.

The market value of the Certificates mainly depends on the performance of the Certificates' Underlyings, without reproducing it accurately. In particular, the following factors may have an adverse effect on the market price of the Certificates:

- Changes in the expected intensity of the fluctuation of the Underlyings (volatility)
- Remaining term of the Certificates
- Interest rate development
- Developments of the dividends of the Share

Each of these factors could have an effect on its own or reinforce or cancel another.

Trading risk:

The Issuer is not obliged to provide purchase and sale prices for the Certificates on a continuous basis on (i) the exchanges on which the Certificates may be listed or (ii) on an over the counter (OTC) and to sell or buy back the Certificates offered there. Even if the Issuer generally provides purchase and sale prices, in the event of extraordinary market conditions or technical troubles, the sale or purchase of the Certificates could be temporarily limited or impossible.

Section E – Offer

Element	Description of Element	Disclosure requirement
E 2b	Reason for the offer and use of proceeds when different from making profit and/or hedging certain risks	- not applicable – Profit motivation
E 3	Description of the terms and conditions of the offer	Commerzbank offers from 11 February 2016 5,000 Certificates at an initial issue price of Euro 1,000 per Certificate.
E 4	Any interest that is material to the issue/offer including conflicting interests	The following conflicts of interest can arise in connection with the exercise of rights and/or obligations of the Issuer in accordance with the Terms and Conditions of the Certificates (e.g. in connection with the determination or adaptation of parameters of the terms and conditions), which affect the amounts payable: - execution of transactions in the Underlyings - issuance of additional derivative instruments with regard to the Underlyings - business relationship with the issuer of the Underlyings - possession of material (including non-public) information about the Underlyings - acting as Market Maker
E 7	Estimated expenses charged to the investor by the issuer or the offeror	The investor could usually purchase these Certificates at a fixed issue price. This fixed issue price contains all cost of the Issuer relating to the issuance and the sales of the Certificates (e.g. cost of distribution, structuring and hedging as well as the profit margin of Commerzbank).

NOTA DI SINTESI

Le note di sintesi sono costituite da una serie di informazioni denominate "Elementi". Questi elementi sono numerati nell'ambito delle Sezioni A – E (A.1 – E.7).

La presente nota di sintesi contiene tutti gli Elementi richiesti per la presente tipologia di titoli e di Emittente. La sequenza numerica degli Elementi potrebbe non essere completa nei casi in cui alcuni Elementi non debbano essere riportati.

Nonostante un Elemento debba essere inserito in relazione alla tipologia di strumento e di Emittente, può accadere che non sia sempre possibile fornire alcuna informazione utile in merito ad esso. In questo caso la nota di sintesi riporterà una breve descrizione dell'Elemento con l'indicazione "Non Applicabile". Alcune previsioni della presente nota di sintesi sono inserite tra parentesi quadre. Tali informazioni saranno completate o, ove non rilevanti, cancellate, in relazione alla specifica emissione di titoli, e la nota di sintesi completa in relazione a tale emissione di titoli sarà allegata alle relative condizioni definitive.

Sezione A – Introduzione ed Avvertenze

Elemento	Descrizione dell'Elemento	Informazioni
A 1	Avvertenze	La presente nota di sintesi deve essere letta come un’introduzione al prospetto di base (il "**Prospetto di Base**") e alle relative condizioni definitive (le "**Condizioni Definitive**") contenenti i termini e le condizioni rilevanti (i "**Termini e Condizioni**"). Gli investitori dovrebbero basare qualsiasi decisione d'investimento nei titoli emessi ai sensi del presente Prospetto di Base (i "**Certificates**") sull'esame del Prospetto di Base nella sua interezza e sulle Condizioni Definitive. Qualora venga intrapresa un’azione legale davanti all’autorità giudiziaria in uno stato membro dell'Area Economica Europea in relazione alle informazioni contenute nel presente Prospetto di Base, il ricorrente potrebbe essere tenuto, a norma della legislazione nazionale di tale stato membro, a sostenere le spese della traduzione del Prospetto di Base e delle Condizioni Definitive prima dell’avvio del procedimento legale. La responsabilità civile incombe esclusivamente su quei soggetti che hanno predisposto la nota di sintesi, comprese le sue eventuali traduzioni, ma solamente qualora la nota di sintesi risulti fuorviante, imprecisa o incoerente se letta congiuntamente alle altri parti del Prospetto di Base o se non fornisca, se letta congiuntamente alle altri parti del presente Prospetto di Base, tutte le necessarie informazioni fondamentali.
A 2	Consenso all'uso del Prospetto di Base	L'Emittente presta il proprio consenso all'uso del Prospetto di Base e delle Condizioni Definitive per la rivendita successiva o il collocamento finale dei Certificates da parte di qualsiasi intermediario finanziario. Il periodo d'offerta durante il quale può essere effettuata la rivendita successiva o il collocamento finale dei Certificates da parte degli intermediari, è valido solamente fino a quando il Prospetto di Base e le Condizioni Definitive siano validi ai sensi dell'articolo 9 della

Direttiva Prospetto, come implementata nella Repubblica Italiana.

Il consenso all'uso del Prospetto di Base e delle Condizioni Definitive è prestato solamente in relazione alla Repubblica italiana.

Il consenso all'uso del presente Prospetto di Base, inclusi gli eventuali supplementi e le relative Condizioni Definitive è prestato a condizione che (i) il presente Prospetto di Base e le relative Condizioni Definitive siano consegnate agli investitori insieme agli eventuali supplementi pubblicati prima di tale consegna e (ii) nell'uso di tale Prospetto di Base e delle relative Condizioni Definitive, ciascun intermediario finanziario si assicuri di rispettare tutte le leggi e i regolamenti in vigore nelle rispettive giurisdizioni.

Qualora tale offerta sia stata effettuata da un intermediario finanziario, tale intermediario finanziario fornirà agli investitori le informazioni sui termini e condizioni dell'offerta nel momento in cui quell'offerta è effettuata.

Sezione B – Emittente

Elemento	Descrizione dell'Elemento	Informazioni
B 1	**Denominazione legale e commerciale dell'Emittente**	La denominazione legale della Banca è COMMERZBANK Aktiengesellschaft (l'"**Emittente**", la "**Banca**" o "**Commerzbank**", congiuntamente alle sue controllate consolidate il "**Gruppo Commerzbank**" o il "**Gruppo**") e la denominazione commerciale della Banca è Commerzbank.
B 2	**Domicilio / Forma giuridica / Legislazione / Paese di Costituzione**	La sede legale della Banca è Francoforte sul Meno, Repubblica Federale di Germania. Commerzbank è una società per azioni costituita e operativa ai sensi del diritto tedesco e registrata nella Repubblica Federale di Germania.
B 4b	**Tendenze note riguardanti l'Emittente e i settori in cui opera**	La crisi globale dei mercati finanziari e in particolare la crisi del debito sovrano nell'Eurozona hanno messo a dura prova il patrimonio netto, la posizione finanziaria e i risultati operativi del Gruppo in passato, e può ipotizzarsi che anche ulteriori effetti significativamente negativi potranno verificarsi in futuro, in particolare nel caso di un rinnovato acutizzarsi della crisi.
B 5	**Struttura organizzativa**	Commerzbank è la società capogruppo del Gruppo Commerzbank. Il Gruppo Commerzbank detiene direttamente ed indirettamente partecipazioni azionarie in diverse società.
B 9	**Previsioni o stime degli utili**	- non applicabile – L'Emittente non fornisce attualmente previsioni o stime degli utili.
B 10	**Rilievi contenuti nella relazione di revisione in**	- non applicabile – Sono state rilasciate certificazioni contabili senza riserve sul bilancio

	merito alle informazioni finanziarie storiche	consolidato e relazioni sulla gestione per gli esercizi terminati nel 2013 e 2014 e sul bilancio annuale e relazioni sulla gestione per l'esercizio 2014, incluse mediante riferimento nel Prospetto di Base.
B 12	**Informazioni finanziarie fondamentali selezionate**	La seguente tabella riporta informazioni finanziarie fondamentali selezionate relative al Gruppo Commerzbank che sono state estratte dai relativi bilanci consolidati assoggettati a revisione contabile, redatti nel rispetto dei principi IFRS al 31 dicembre 2013 e 2014 nonché dal bilancio consolidato abbreviato (revisionato) dal 30 settembre 2015:

Stato patrimoniale ***(in milioni di Euro)***	**31 dicembre 2013*)**	**31 dicembre 2014**	**30 settembre 2015**
Totale attività (*Total assets*)	549.654	557.609	563.852
Capitale azionario (*Equity*)	26.933	26.960	30.102

	gennaio - dicembre		**gennaio - settembre**	
Conto economico (in milioni di Euro)	**2013*)**	**2014**	**2014**	**2015**
Utile operativo (*Operating profit)*	731	684	924	1.499
Utile o perdita al lordo delle tasse (*Pre-tax profit or loss*)	238	623	924	1.405
Utile o perdita consolidato (*Consolidated profit or loss*) **)...............................	81	264	525	853

*) Dati relativi all'esercizio precedente rideterminati a seguito rettifiche dell'assicurazione per la tutela del credito e delle rettifiche fiscali.

**) nella misura in cui sia attribuibile agli azionisti di COMMERZBANK.

	Nessun cambiamento sostanziale negativo nelle prospettive dell'Emittente, Variazioni significative nella posizione finanziaria	Dal 31 dicembre 2014 non vi è stato alcun cambiamento sostanziale negativo nelle prospettive del Gruppo Commerzbank. - non applicabile - Dal 30 settembre 2015 non vi è stato alcun cambiamento significativo nella posizione finanziaria del Gruppo Commerzbank.
B 13	**Eventi recenti che hanno avuto un impatto significativo sulla solvibilità dell'Emittente**	- non applicabile – Non si sono verificati eventi recenti in merito all'Emittente che siano significativamente rilevanti ai fini della valutazione della solvibilità dell'Emittente.
B 14	**Dipendenza dell'Emittente da altri soggetti del gruppo**	- non applicabile – Come riportato nell'elemento B.5, Commerzbank è la società capo-gruppo del Gruppo Commerzbank.

B 15	**Attività principali dell'Emittente**	Le attività del gruppo Commerzbank si concentrano sulla prestazione di una vasta gamma di servizi finanziari a clienti privati, piccole e medie imprese e clienti istituzionali in Germania, ivi inclusi gestione di conti, operazioni di pagamento, finanziamenti, soluzioni di risparmio e di investimento, servizi in titoli, prodotti e servizi dei mercati dei capitali e di *investment banking*. Nell'ambito della sua strategia di servizi finanziari, il Gruppo offre anche altri servizi finanziari in collaborazione con soci, in particolare attività di prestito per la casa, gestione patrimoniale e servizi assicurativi. Il Gruppo sta continuando ad ampliare la propria posizione come uno dei più importanti finanziatori d'esportazione tedeschi. Parallelamente alla sua attività in Germania, il Gruppo è altresì attivo a livello internazionale tramite le sue controllate, succursali e i suoi investimenti, in particolare in Europa. L'obiettivo principale delle sue attività internazionali è in Polonia e nell'offerta di servizi completi a piccole e medie imprese tedesche in Europa Occidentale, Europa Centrorientale ed Asia. Il Gruppo Commerzbank risulta suddiviso in cinque segmenti operativi - Clienti privati *(Private Customers), Mittelstandsbank*, Europa Centrale e dell'Est (*Central & Eastern Europe*), Società e Mercati *(Corporates & Markets*), Attività non Principali (*Non Core Assets*, "NCA"), nonché Altro e Consolidamento *(Others and Consolidation).* I segmenti *Private Customers, Mittelstandsbank*, Europa Centrale e dell'Est, *Corporates & Markets*, insieme a *Others and Consolidation*, costituiscono il nucleo principale del Gruppo Commerzbank.
B 16	**Parti che esercitano il controllo**	- non applicabile - Commerzbank non ha affidato la propria gestione ad alcun soggetto o società, in virtù ad esempio di un accordo di dominazione (*domination agreement*), e non è controllata da altra società o altro soggetto ai sensi della legge tedesca sulle acquisizioni di titoli e del controllo (*Wertpapiererwerbs- und Übernahmegesetz*).

<u>Sezione C – Strumenti Finanziari</u>

Elemento	**Descrizione dell'Elemento**	**Informazioni**
C 1	**Tipo e classe dei titoli / Codice di identificazione del titolo**	<u>Tipo/Forma dei titoli</u> Classic Certificates collegati alle azioni (i "**Certificates**") I Certificates sono emessi in forma dematerializzata al portatore nella denominazione di Euro 1.000 (la "**Denominazione**"). <u>Numero(i) di identificazione dei Titoli</u> ISIN DE000CZ44KB3
C 2	**Valuta dei titoli**	I Certificates sono emessi in Euro.
C 5	**Restrizioni alla libera**	- non applicabile –

	trasferibilità dei titoli	I Certificates sono trasferibili liberamente, fatte salve le restrizioni all'offerta e alla vendita, le leggi applicabili e la normativa inerente al Sistema di Compensazione.
C 8	**Diritti connessi ai titoli (inclusi il ranking dei titoli e limitazioni a tali diritti)**	Legge applicabile ai Titoli I Certificates saranno regolati dal, e interpretati ai sensi del, diritto tedesco. La creazione dei Certificates potrebbe essere regolata dalle leggi della giurisdizione del Sistema di Compensazione come stabilito nelle relative Condizioni Definitive. Diritti connessi ai Titoli *Rimborso* Il portatore dei Certificates riceverà alla Data di Scadenza (i) l'Importo Bonus relativo alla Data di Valutazione Finale nonché (ii) un importo in contanti pari a un Importo di Liquidazione che sarà pari all'Importo di Calcolo ovvero sarà calcolato ai sensi di una formula indicata nei Termini e Condizioni e che dipenderà dal Prezzo di Riferimento dei Sottostanti alla Data di Valutazione Finale. *Importi Bonus* Nei limiti delle disposizioni contenute nei Termini e Condizioni, ciascun portatore dei Certificates riceverà il relativo Importo Bonus per Certificate nella Data di Pagamento dell'Importo Bonus, qualora alla Data di Valutazione che precede direttamente la rispettiva Data di Pagamento dell'Importo Bonus il Prezzo di Riferimento di ciascun Sottostante è pari o superiore a 60% del relativo Prezzo di Strike. In tutti gli altri casi, un Importo Bonus non sarà dovuto nella rispettiva Data di Pagamento dell'Importo Bonus. "**Importo Bonus**" per Certificate in relazione a una Data di Pagamento dell'Importo Bonus indica un importo in Euro calcolato in base alla seguente formula: $IB = IC \times 1.44\% \times [1+ NDPIB]$ dove "**IB**" indica l'Importo Bonus per Certificate, "**IC**" indica l'Importo di Calcolo, e "**NDPIB**" indica il numero di Date di Pagamento dell'Importo Bonus tra la relativa Data di Pagamento dell'Importo Bonus (esclusa) e l'ultima Data di Pagamento dell'Importo Bonus precedente in cui è stato pagato un Importo Bonus ai sensi delle disposizioni del § 3 (esclusa) o, qualora un Importo Bonus non sia stato pagato prima della relativa Data di Pagamento dell'Importo Bonus, 11 febbraio 2016. "**Data di Pagamento dell'Importo Bonus**" indica 14 marzo 2016, 12 aprile 2016, 12 maggio 2016, 13 giugno 2016, 12 luglio 2016, 11 agosto 2016, 12 settembre 2016, 12 ottobre 2016, 11 novembre 2016, 12 dicembre 2016, 11 gennaio 2017, 13 febbraio 2017,

		14 marzo 2017, 11 aprile 2017, 15 maggio 2017, 12 giugno 2017, 12 luglio 2017, 11 agosto 2017, 11 settembre 2017, 12 ottobre 2017, 13 novembre 2017, 12 dicembre 2017, 12 gennaio 2018 e la Data di Scadenza, tutte soggette a rinvio ai sensi dei Termini e Condizioni. "**Data di Valutazione**" indica 29 febbraio 2016, 29 marzo 2016, 28 aprile 2016, 30 maggio 2016, 28 giugno 2016, 28 luglio 2016, 29 agosto 2016, 28 settembre 2016, 28 ottobre 2016, 28 novembre 2016, 28 dicembre 2016, 30 gennaio 2017, 28 febbraio 2017, 28 marzo 2017, 28 aprile 2017, 29 maggio 2017, 28 giugno 2017, 28 luglio 2017, 28 agosto 2017, 28 settembre 2017, 30 ottobre 2017, 28 novembre 2017, 28 dicembre 2017 e 29 gennaio 2018 ("**Data di Valutazione Finale**"), tutte soggette a rinvio ai sensi dei Termini e Condizioni. Nel corso della durata dei Certificates l'investitore non riceverà il pagamento dei dividendi della società emittente le Azioni sottostanti ai Certificates. *Rettifiche e Rimborso Anticipato* Salvo circostanze particolari, l'Emittente potrà apportare alcune rettifiche. A parte questo, l'Emittente potrà estinguere i Certificates prima della scadenza qualora si verifichino eventi particolari. Ranking dei Titoli Gli obblighi ai sensi dei Certificates costituiscono obbligazioni dirette, non subordinate e non garantite (*nicht dinglich besichert*) dell' Emittente e, a meno che non sia previsto diversamente dalla legge applicabile, avranno pari grado rispetto a tutte le altre obbligazioni, non subordinate e non garantite (*nicht dinglich besichert*) dell' Emittente.
C 11	**Ammissione a quotazione e negoziazione su mercato regolamentato o mercato equivalente**	I Certificates saranno venduti e negoziati per l'Emittente solamente nel mercato regolamentato della Borsa Italiana S.p.A. (Mercato Telematico dei Securitised Derivatives ("**SeDeX**")) a partire dalla data determinata per la Borsa Italiana S.p.A. mediante una comunicazione pubblica.

C 15	**Incidenza del Sottostante sul valore dei titoli:**	Il rimborso dei Certificates alla Data di Scadenza e, in caso di evento di rimborso anticipato automatico, l'Importo di Rimborso Anticipato Automatico da versare alla relativa Data di Rimborso Anticipato Automatico, dipendono dall'andamento del Sottostante. <u>In particolare:</u> Fermo restando le disposizioni contenute nei Termini e Condizioni, ciascun Certificate sarà rimborsato alla Data di Scadenza mediante pagamento di un importo in Euro (l'"**Importo di Liquidazione**"), come determinato dall'Emittente ai sensi dei Termini e Condizioni. L'Importo di Liquidazione per Certificate è, ove necessario, arrotondato alla successiva Euro 0.01 (con Euro 0.005 arrotondato per eccesso)). Vi sono due possibili scenari per il rimborso dei Certificates alla Data di Scadenza: 1. Qualora alla Data di Valutazione Finale il Prezzo di Riferimento di ciascun Sottostante sia pari o superiore a 60% del relativo Prezzo di Strike, in tal caso ciascun Certificate sarà rimborsato mediante pagamento di un Importo di Liquidazione pari all'Importo di Calcolo; ovvero 2. in tutti gli altri casi, ciascun Certificate sarà rimborsato mediante pagamento di un Importo di Liquidazione determinato in base alla seguente formula: $$IC \times \frac{\text{Peggior Sottostante}_{\text{Finale}}}{\text{Peggior Sottostante}_{\text{Strike}}}$$ Dove "**IC**" indica l'"**Importo di Calcolo**" pari a Euro 1.000, "**Peggior Sottostante$_{\text{Finale}}$**" indica il Prezzo di Riferimento del Sottostante con Peggior Performance alla Data di Valutazione Finale, e "**Peggior Sottostante$_{\text{Strike}}$**" indica il Prezzo di Strike del Sottostante con Peggior Performance. Fermo restando qualsiasi altro diritto di rimborsare i Certificates prima della Data di Scadenza ai sensi dei Termini e Condizioni, i Certificates saranno esercitati automaticamente in anticipo e rimborsati a una Data di Rimborso Anticipato Automatico al Importo di Rimborso Anticipato Automatico per Certificate qualora alla Data di Valutazione immediatamente precedente alla Data di Rimborso Anticipato Automatico il Prezzo di Riferimento di ciascun Sottostante sia pari o superiore a 80% del relativo Prezzo di Strike. Dove

		"**Importo di Rimborso Anticipato Automatico**" per Certificate indica Euro 1.000; "**Data di Rimborso Anticipato Automatico**" indica 12 maggio 2016, 13 giugno 2016, 12 luglio 2016, 11 agosto 2016, 12 settembre 2016, 12 ottobre 2016, 11 novembre 2016, 12 dicembre 2016, 11 gennaio 2017, 13 febbraio 2017, 14 marzo 2017, 11 aprile 2017, 15 maggio 2017, 12 giugno 2017, 12 luglio 2017, 11 agosto 2017, 11 settembre 2017, 12 ottobre 2017, 13 novembre 2017, 12 dicembre 2017 o 12 gennaio 2018, tutte soggette a rinvio in conformità ai Termini e Condizioni; e "**Data di Valutazione Anticipata**" indica 28 aprile 2016, 30 maggio 2016, 28 giugno 2016, 28 luglio 2016, 29 agosto 2016, 28 settembre 2016, 28 ottobre 2016, 28 novembre 2016, 28 dicembre 2016, 30 gennaio 2017, 28 febbraio 2017, 28 marzo 2017, 28 aprile 2017, 29 maggio 2017, 28 giugno 2017, 28 luglio 2017, 28 agosto 2017, 28 settembre 2017, 30 ottobre 2017, 28 novembre 2017 e, 28 dicembre 2017, tutte soggette a rinvio in conformità ai Termini e Condizioni. I diritti connessi ai Certificates si estingueranno al pagamento dell' Importo di Rimborso Anticipato Automatico e del relativo Importo Bonus alla relativa Data di Rimborso Anticipato Automatico.
C 16	**Data di Valutazione**	29 gennaio 2018
	Data di Scadenza	12 febbraio 2018
C 17	**Descrizione delle procedure di regolamento dei titoli**	I Certificates venduti saranno consegnati a 11 febbraio 2016 in conformità alla prassi di mercato locale attraverso il Sistema di Compensazione.
C 18	**Procedura di consegna (liquidazione alla Data di Scadenza)**	Tutti gli importi dovuti ai sensi dei Termini e Condizioni saranno pagati ai Portatori non oltre la Data di Liquidazione successiva alla data indicata nei Termini e Condizioni. Tali pagamenti saranno effettuati dall'Agente di Pagamento mediante trasferimento al Sistema di Compensazione o ai sensi delle istruzioni del Sistema di Compensazione per l'accreditamento ai relativi intestatari. Il pagamento al Sistema di Compensazione o ai sensi delle istruzioni del Sistema di Compensazione libererà l'Emittente dalle sue obbligazioni di pagamento ai sensi dei Certificates nell'importo di tale pagamento. Qualora debba essere effettuato un pagamento in un giorno che non sia un Giorno Lavorativo di Pagamento, tale pagamento dovrà effettuarsi nel Giorno Lavorativo di Pagamento immediatamente successivo. In tal caso, il relativo Portatore non avrà diritto ad alcun pagamento, interesse o altra remunerazione in relazione a tale ritardo. "**Agente di Pagamento**" indica Commerzbank Aktiengesellschaft.

		"**Sistema di Compensazione**" indica Monte Titoli S.p.A. "**Giorno Lavorativo di Pagamento**" indica un giorno in cui il sistema di Trasferimento Espresso Transeuropeo Automatizzato di Regolamento Lordo in Tempo Reale, che utilizza una singola piattaforma condivisa (TARGET2) ed il Sistema di Compensazione regolano i pagamenti in Euro.
C 19	**Prezzo di Riferimento Finale del Sottostante**	Il prezzo ufficiale di chiusura delle Azioni come da ultimo determinato e pubblicato dal Mercato alla Data di Valutazione Finale.
C 20	**Tipo di Sottostante e dettagli, dove possono essere reperite informazioni sul sottostante**	Le attività sottostanti dei Certificates sono azioni di

Impresa	*Bloomberg ticker*	*ISIN*	*Mercato*
Carrefour S.A.	CA FP Equity	FR0000120172	Borsa di Parigi
Casino Guichard Perrachon S.A.	CO FP Equity	FR0000125585	Borsa di Parigi
Koninklijke Ahold N.V.	AH NA Equity	NL0006033250	Borsa di Amsterdam

(ciascuno un "**Sottostante**", congiuntamente, "**Sottostanti**").

Informazioni sui Sottostanti sono disponibili sul sito web del Mercato dove il relativo Sottostante è quotato:
www.euronext.com
www.aex.nl

Sezione D – Rischi

L'acquisto di Certificates è soggetto a determinati rischi. **L'Emittente indica espressamente che la descrizione dei rischi relativi ad un investimento nei Certificates descrive soltanto i principali rischi di cui l'Emittente era a conoscenza alla data del Prospetto di Base**.

Elemento	Descrizione dell'Elemento	Informazioni
D 2	**Principali rischi specifici per l'Emittente**	I Certificates comportano per i potenziali investitori un rischio emittente, definito anche rischio debitore o rischio di credito. Un rischio emittente è il rischio che Commerzbank non sia in grado temporaneamente o in via definitiva di soddisfare le sue obbligazioni di pagamento dell'interesse e/o dell'importo di rimborso. Inoltre Commerzbank è soggetta a vari rischi in relazione alle sue attività commerciali. Tali rischi comprendono in particolare le seguenti categorie di rischi: <u>Rischi relativi alla Crisi Globale dei Mercati Finanziari e alla Crisi del</u>

Debito Sovrano

La crisi finanziaria globale e la crisi del debito sovrano, in particolare nell'Eurozona, si sono ripercossi negativamente sul patrimonio netto, la posizione finanziaria e i risultati operativi del Gruppo. Non vi è garanzia che il Gruppo non subisca ulteriori effetti negativi significativi in futuro, in particolare nel caso di una rinnovata intensificazione della crisi. L'eventuale ulteriore intensificazione della crisi nell'Unione Monetaria Europea può avere effetti negativi concreti sul Gruppo che, in talune circostanze, potrebbero addirittura costituire una minaccia per l'esistenza del Gruppo. Il Gruppo detiene volumi significativi di debito sovrano. Deterioramenti e rivalutazioni di tale debito sovrano hanno avuto effetti concreti molto negativi sul patrimonio netto, sulla posizione finanziaria e sui risultati operativi passati del Gruppo, e potrebbero avere conseguenze negative per il futuro.

Congiuntura macroeconomica

La congiuntura macroeconomica perdurante negli ultimi anni ha negativamente influenzato i risultati del Gruppo, e la forte dipendenza del Gruppo dalla situazione economica, particolarmente in Germania, potrebbe comportare ulteriori effetti negativi in caso di nuove recessioni dell'economia.

Rischio di Insolvenza della Controparte

Il Gruppo è soggetto al rischio di insolvenza (rischio di credito), anche in relazione a rilevanti impegni individuali, prestiti e impegni di notevole importo concentrati in singoli settori, c.d. rischio "concentrato", così come in relazione a prestiti a soggetti che possono essere particolarmente influenzati dalla crisi del debito sovrano. Il portafoglio di finanziamenti navali e il portafoglio di finanziamenti immobiliari commerciali sono esposti a rischi considerevoli, alla luce delle attuali difficoltà del mercato e della volatilità dei prezzi delle navi e degli immobili, del rischio di insolvenza (rischio di credito) che gli stessi comportano, così come al rischio di sostanziali mutamenti del valore delle navi detenute direttamente a titolo di garanzia e degli immobili ad uso privato e commerciale detenuti a titolo di garanzia. Il Gruppo detiene nel proprio portafoglio un considerevole numero di mutui in sofferenza e le inadempienze potrebbero non essere sufficientemente coperte da garanzie o storni e provviste effettuate in precedenza.

Rischi legati al Prezzo di Mercato

Il Gruppo è soggetto al rischio del prezzo di mercato in relazione alla valutazione di titoli azionari e di quote di fondi di investimento, nonchè sotto forma di rischi di tasso di interesse, di rischi di *credit spread*, di rischi valutari, di rischi di volatilità e di correlazione, di rischi di prezzo delle materie prime.

Rischi legati alla Strategia

Esiste il rischio che il Gruppo possa non trarre vantaggio dai propri piani strategici, o che sia in grado di farlo solo in parte o a costi superiori a quelli previsti, e che l'attuazione delle misure previste non porti al raggiungimento degli obiettivi strategici che il Gruppo si era prefissato.

Rischi derivanti dal Contesto Concorrenziale

I mercati in cui il Gruppo è attivo - in particolare il mercato tedesco (soprattutto le attività con clienti privati e società nonché attività di *investment banking*) e il mercato polacco - sono caratterizzati da un'intensa concorrenza in termini di prezzi e condizioni, che crea una pressione significativa sui margini.

Rischi relativi alla Liquidità

Il Gruppo dipende dal regolare flusso di liquidità e una carenza di liquidità dell'intero mercato o circoscritta alla singola società può avere un significativo impatto negativo sul patrimonio netto, sulla posizione finanziaria e sui risultati operativi del Gruppo.

Rischi Operativi

Il Gruppo è esposto a una vasta gamma di rischi operativi, incluso il rischio che i propri dipendenti si espongano a rischi eccessivi per conto del Gruppo, o violino le regole di conformità nello svolgimento delle attività di *business* e dunque diano luogo a significative perdite inattese, che potrebbero anche portare ad un aumento dei requisiti patrimoniali obbligatori.

Rischi derivanti dalla svalutazione dell'avviamento

Si potrebbe verificare che il valore dell'avviamento scritto a bilancio consolidato del Gruppo e il marchio potrebbero dover essere interamente o parzialmente svalutati alla luce dei risultati dell'*impairment test*.

Rischi derivanti dalla Regolamentazione dell'Attività Bancaria

Requisiti più severi che mai in relazione al patrimonio di vigilanza e alla liquidità, nonché alle procedure e alla reportistica, potrebbero mettere in discussione il modello di business di un certo numero di attività del Gruppo, influenzare negativamente la posizione competitiva del Gruppo, ridurre la redditività del Gruppo o rendere necessario reperire ulteriori capitali. Altre riforme regolamentari proposte in seguito alla crisi finanziaria, ad esempio requisiti quali un'imposta bancaria o un'eventuale tassa sulle transazioni finanziarie, la separazione delle attività di negoziazione da quelle di raccolta del risparmio, ovvero obblighi di trasparenza e organizzativi più rigorosi, potrebbero avere un notevole impatto sul modello di business del Gruppo e sul contesto di mercato a livello concorrenziale.

Rischi Legali

Potrebbero insorgere controversie legali aventi ad oggetto l'attività di business di Commerzbank, l'esito incerto delle quali comporta una serie di rischi per il Gruppo. Ad esempio, richieste di risarcimento dovute ad errata consulenza sull'investimento hanno comportato notevoli passività e potrebbero comportarne altre in futuro per il

Gruppo. Nei confronti di Commerzbank e delle sue controllate sono state presentate richieste di pagamento e di risarcimento, in alcuni casi nell'ambito di procedimenti giudiziari, relative ai certificati di partecipazione e ai cd. *trust preferred securities* da essa emessi. L'esito di tali procedimenti può avere ripercussioni negative concrete sul Gruppo, al di là delle richieste rivendicate in ciascun caso. Procedimenti regolamentari, di vigilanza e giudiziari potrebbero avere un effetto negativo significativo sul Gruppo. I procedimenti avviati dalle autorità regolamentari e di vigilanza e dalle autorità giudiziarie potrebbero avere considerevoli effetti negativi sul Gruppo.

D 6	**Informazioni fondamentali sui principali rischi specifici per i titoli**	<u>Assenza di mercato secondario immediatamente prima della scadenza</u> Il market maker e/o il mercato cesseranno la negoziazione dei Certificates immediatamente prima della loro Data di Scadenza prefissata. Tuttavia, tra l'ultimo giorno di negoziazione e la Data di Valutazione Finale, il prezzo del Sottostante, che è relativo ai Certificates possono ancora cambiare. Ciò potrebbe andare a svantaggio dell'investitore. <u>Assenza di Collateralizzazione</u> I Certificates costituiscono obbligazioni incondizionate dell'Emittente. Essi non sono né garantiti dal Fondo per la Protezione dei Depositi dell'Associazione delle Banche Tedesche (*Einlagensicherungsfonds des Bundesverbandes deutscher Banken e.V.*) nè dalla Legge Tedesca sulla Garanzia dei Depositi e Compensazione degli Investitori (*Einlagensicherungs- und Anlegerentschädigungsgesetz*). Ciò significa che sull'investitore incombe il rischio che l'Emittente non possa o possa solo in parte, soddisfare gli obblighi ai sensi dei Certificates. In tali circostanze, potrebbe verificarsi una perdita totale del capitale dell'investitore. <u>Proposta di imposta sulle transazioni finanziarie (ITF)</u> La Commissione Europea ha proposto di introdurre una tassa comune sulle transazioni finanziarie (ITF) in Belgio, Germania, Estonia, Grecia, Spagna, Francia, Italia, Austria, Portogallo, Slovenia e Slovacchia. In talune circostanze tale imposta sulle transazioni finanziarie potrebbe trovare applicazione ad alcune negoziazioni di Certificates (ivi comprese operazioni sul mercato secondario). L'imposta sulle transazioni finanziare è tuttavia ancora oggetto di negoziazione tra gli Stati Membri dell'UE, e altri Stati Membri potrebbero voler aderire. Inoltre, ad oggi non vi sono ancora certezze sulle tempistiche in base alle quali tale legge verrà promulgata e l'imposta entrerà in vigore in relazione alle operazioni aventi ad oggetto i Certificates. Nel frattempo, la Repubblica italiana ha introdotto un'imposta sulle transazioni finanziarie a livello locale, che si applica alle transazioni aventi ad oggetto azioni italiane e titoli connessi a tali azioni. <u>Rischi connessi alla Legge sul Risanamento e Risoluzione di Enti Creditizi e Gruppi Finanziari, a seguito del Regolamento Europeo che istituisce un Meccanismo Unico di Risoluzione (*Single Resolution Mechanism*) e a seguito della proposta di Regolamento sull'obbligo di separazione di talune attività bancarie</u>

In virtù della Legge sul Risanamento e Risoluzione degli Enti Creditizi e dei Gruppi Finanziari (Gesetz zur Sanierung und Abwicklung von Instituten und Finanzgruppen - SAG) - di recepimento nel diritto tedesco del quadro comunitario di risanamento e risoluzione degli enti creditizi e delle imprese d'investimento (Direttiva 2014/59/UE, la "Direttiva sul Risanamento e sulla Risoluzione delle crisi nel settore Bancario" o "BRRD") - le passività rappresentate da importi dovuti in linea capitale o ad altro titolo ai sensi dei Certificates potrebbero essere soggette alla conversione in uno o più strumenti che costituiscono strumenti di capitale primario di classe 1 per l'Emittente, come, ad esempio, le azioni ordinarie, ovvero alla svalutazione permanente, anche a zero, su richiesta dell'autorità competente. Ciascuna delle suddette misure è denominata di seguito "Bail-in Regolamentare". I portatori di Certificates non potranno in tal caso avanzare alcuna pretesa nei confronti dell'Emittente e non sussisterà alcun obbligo in capo all'Emittente di effettuare pagamenti relativi ai Certificates. Ciò potrebbe accadere allorché l'Emittente divenisse, o fosse considerato dall'autorità di vigilanza competente, "economicamente insostenibile" (come disciplinato dalla legge applicabile in tale momento) e non fosse più in grado di svolgere le proprie attività senza tale conversione o svalutazione o senza una sovvenzione da parte del settore pubblico. L'autorità di risoluzione delle crisi dovrà esercitare i propri poteri secondo modalità tali per cui (i) gli strumenti di capitale primario di classe 1 (come, ad esempio, le azioni ordinarie dell'emittente) vengano svalutati per primi in proporzione alle perdite, (ii) in seguito, l'importo in linea capitale di altri strumenti di capitale (strumenti di capitale aggiuntivi di classe 1 e strumenti di capitale di classe 2) venga ridotto in modo permanente o convertito in strumenti di capitale primario di classe 1 in funzione della rispettiva priorità e (iii) in seguito, le passività ammissibili - come quelle ai sensi dei Certificates - vengano convertite in strumenti di capitale primario di classe 1 o svalutate in modo permanente secondo un ordine di priorità stabilito. La misura in cui l'importo in linea capitale dei Certificates sarà soggetto al Bail-in Regolamentare dipenderà da una serie di fattori al di là del controllo dell'Emittente, e sarà difficile prevedere quando, e se, verrà applicato un Bail-in Regolamentare. I potenziali investitori devono considerare il possibile rischio di perdere l'intero investimento effettuato, compreso il capitale, in caso di applicazione del Bail-in.

Inoltre, il Regolamento UE che stabilisce il Meccanismo Unico di Risoluzione (Single Resolution Mechanism - "**SRM Regulation**") contiene alcune previsioni relative a piano di risoluzione, primo intervento, azioni di risoluzione e strumenti di risoluzione che saranno applicabili a partire dal 1 gennaio 2016. Un accentramento decisionale verrà creato intorno a un Singolo Comitato per la Risoluzione (Single Resolution Board). Tale quadro dovrebbe garantire che, al posto delle autorità nazionali di risoluzione, ci sia una singola autorità - ad esempio il Comitato - in grado di prendere tutte le decisioni rilevanti per le banche facenti parte dell'Unione Bancaria.

Il 29 gennaio 2014, la Commissione Europea ha adotatto una proposta la quale prevede l'obbligo di separazione di talune attività bancarie, che sono per molti aspetti più rigorosi dei requisiti imposti dalla legge tedesca sulla separazione bancaria (sezione 3(2)-(4), 25f, 64s del *German Banking Act* (*Kreditwesengesetz* - *KWG*)). Le banche europee che eccedono le seguenti soglie per tre anni consecutivi: a) patrimonio complessivo pari o superiore a Euro 30 miliardi; b) attività detenute per la negoziazione e passività pari o superiori a Euro 70 miliardi o 10% del proprio patrimonio complessivo, saranno automaticamente interdette dalla negoziazione in conto proprio in senso stretto che non abbiano finalità di copertura o connessioni con esigenze della clientela. Inoltre a tali banche sarà vietato investire in o detenere quote di fondi "*hedge fund*". Le altre attività bancarie di negoziazione e investimento – inclusi l'attività di *market-making*, investimenti in capitale di rischio e fondi di *private equity*, investimenti e sponsorizzazioni di complesse cartolarizzazioni, vendita e negoziazione di derivati – non sono soggette a divieto, ma potranno tuttavia essere soggette a separazione. Il divieto di negoziazione in conto proprio si applicherà a partire dal 1 gennaio 2017 e la separazione effettiva delle altre attività di negoziazione si applicherà a partire dal 1 luglio 2018. Se una separazione obbligatoria dovesse essere imposta non è possibile escludere costi aggiuntivi , in termini di costi di finanziamento più elevati, requisiti di capitale aggiuntivi e costi operativi dovuti alla separazione, mancanza diversificazione dei benefici.

Le ritenute ai sensi del Foreign Account Tax Compliance statunitense possono avere un impatto sui pagamenti relativi ai Certificates

All'Emittente potrà essere richiesta una ritenuta ad un tasso fino al 30% su tutti o una parte dei pagamenti effettuati dopo il 31 dicembre 2016 in relazione a (i) titoli emessi o sostanzialmente modificati in una data sei mesi successiva al momento in cui i regolamenti finali applicabili ai pagamenti *passthru* (*foreign passthru payments*) siano inseriti nel Registro Federale (*Federal Register*), (ii) titoli emessi o sostanzialmente modificati una data sei mesi successiva al momento in cui obbligazioni del loro tipo sono per la prima volta trattate come strumenti che pagano dividendi, o (iii) titoli trattati come strumenti di capitale ai fini della normativa fiscale federale degli Stati Uniti, emessi in qualsiasi momento, in conformità a certe previsioni comunemente definite "*Foreign Account Tax Compliance Act"*.

Impatto di un declassamento del rating del credito

Il valore dei Certificates potrebbe essere influenzato dai ratings assegnati all'Emittente dalle agenzie di rating. Qualsiasi declassamento del rating dell'Emittente anche da una di tali agenzie di rating potrebbe comportare una riduzione del valore dei Certificates.

Risoluzione straordinaria, rimborso anticipato e diritti di rettifica

L'Emittente potrà apportare rettifiche o estinguere e rimborsare i Certificates prematuramente qualora certe condizioni siano soddisfatte. Ciò potrebbe avere un effetto negativo sul valore dei Certificates nonchè sull'Importo di Estinzione. Qualora i Certificates siano estinti, l'importo dovuto ai portatori dei Certificates nel caso di estinzione straordinaria dei Certificates potrebbe essere inferiore rispetto all'importo che i portatori dei Certificates avrebbero ricevuto in assenza di tale estinzione.

Eventi di Turbativa del Mercato o delle negoziazioni o dei fondi

L'Emittente potrà determinare eventi di turbativa di mercato ed eventi di turbativa delle negoziazioni ed eventi di turbativa dei fondi, rispettivamente, che potrebbero comportare un rinvio del calcolo e/o di qualsiasi obbligo ai sensi dei Certificates che potrebbe influenzare il valore dei Certificates. Inoltre, in certi casi predeterminati, l'Emittente potrà stimare certi prezzi che sono rilevanti in relazione agli obblighi o al raggiungimento delle soglie. Tali stime possono divergere dal loro attuale valore.

Sostituzione dell'Emittente

Al verificarsi di determinate condizioni, l'Emittente potrà, in qualsiasi momento, senza il consenso dei portatori dei Certificates, nominare al suo posto un'altra società come nuovo Emittente in relazione agli obblighi derivanti dai, o connesse ai, Certificates. In tal caso, il portatore dei Certificates si assumerà generalmente il rischio di insolvenza in relazione al nuovo Emittente.

Fattori di rischio relativi al Sottostante

I Certificates dipendono dal valore del Sottostante e dai rischi associati a tale Sottostante. Il valore del Sottostante dipende da un numero di fattori che potrebbero essere interconnessi. Questi possono includere eventi economici, finanziari e politici al di fuori del controllo dell'Emittente. L'andamento precedente di un Sottostante non dovrebbe essere considerate come un indicatore del suo futuro andamento nel corso della durata dei Certificates.

Rischio relativo al rimborso anticipato automatico

In talune circostanze indicate nei Termini e Condizioni, i Certificates potrebbero essere rimborsati in via anticipata qualora ricorrano alcune condizioni. Tale circostanza potrebbe influenzare negativamente il vantaggio economico derivante all'investitore dai Certificates.

Rischi alla scadenza

I Certificates potrebbero essere rimborsati alla Data di Scadenza mediante pagamento di un Importo di Liquidazione che sarà considerevolmente inferiore al prezzo di emissione di Euro 1.000 per Certificate. In tal caso, l'investitore potrebbe subire una perdita. Una simile ipotesi - indipendentemente dai costi sostenuti in relazione all'acquisto dei Certificates - potrà verificarsi, qualora alla Data di Valutazione Finale il Prezzo di Riferimento di ciascun Sottostante sia inferiore ad una percentuale prestabilita del Prezzo di Strike del relativo Sottostante.

L'investitore subirà una perdita qualora l'Importo di Liquidazione che dipenderà dall'andamento del Sottostante con Peggior Performance (più gli eventuali Importi Bonus e meno le imposte locali) sia inferiore al prezzo di acquisto pagato per i Certificates. Tanto minore sarà il Prezzo di Riferimento dei Sottostanti e, a sua volta, sarà minore l'Importo di Liquidazione, tanto maggiore sarà la perdita. Scenario peggiore: i Sottostanti sono privi di valore alla Data di Valutazione Finale. In tal caso l'Importo di Liquidazione sarà pari a 0 (zero).

		<u>Rischi relativi all'ipotesi incui l'investitore intenda o debba vendere i Certificates nel corso della loro durata</u> *Rischi legati al valore di mercato*: Il prezzo di vendita che si può ottenere prima della Data di Scadenza potrebbe essere significativamente inferiore al prezzo d'acquisto pagato dall'investitore. Il valore di mercato dei Certificates dipende principalmente dall' andamento dei Sottostanti dei Certificates, senza riprodurlo in maniera accurata. In particolare, i seguenti fattori possono avere un effetto negativo sul prezzo di mercato dei Certificates: - Cambiamenti nell'intensità attesa delle fluttuazioni di valore dei Sottostanti prevista (volatilità) - Durata residua dei Certificates - Andamento dei tassi d'interesse - Sviluppi dei dividendi dell'Azione Ciascuno di questi fattori potrebbe avere un effetto autonomo o amplificare o annullarne gli altri. *Rischi di negoziazione*: L'Emittente non è obbligato a fornire prezzi di acquisto e vendita dei Certificates in continua su mercati o al di fuori dei mercati (*over the counter* (OTC)) e a vendere o riacquistare i Certificates ivi offerti. Anche se l'Emittente generalmente fornisse prezzi di acquisto e vendita, nel caso di condizioni di mercato straordinarie o problemi tecnici, la vendita o l'acquisto dei Certificates potrebbe essere temporaneamente limitata o impossibile.

Sezione E – Offerta

Elemento	Descrizione dell'Elemento	Informazioni
E 2b	**Ragioni dell'offerta e impiego dei proventi, se diversi dalla ricerca di profitto e/o dalla copertura di determinati rischi**	- non applicabile – Ricerca di profitto
E 3	**Descrizione dei termini e condizioni**	Commerzbank offre da 11 febbraio 2016 5.000 Certificates ad un prezzo di emissione iniziale di Euro 1.000 per Certificate.

	dell'offerta	
E 4	**Eventuali interessi che sono significativi per l'emissione/l'offerta compresi interessi confliggenti**	Possono sorgere i seguenti conflitti d'interesse in relazione all' esercizio dei diritti e/o obbligazioni dell'Emittente ai sensi dei Termini e Condizioni dei Certificates (ad esempio in relazione alla determinazione o adattamento di parametri dei termini e condizioni), che influenzano gli importi pagabili: - esecuzione di transazioni sui Sottostanti - emissione di ulteriori strumenti derivati in relazione ai Sottostanti - relazioni commerciali con l'emittente di una o più componenti dei Sottostanti - possesso di informazioni significative (incluse quelle non di pubblico dominio) riguardo ai Sottostanti - svolgimento di attività in qualità di *Market Maker*
E 7	**Spese stimate addebitate all'investitore dall'Emittente o dall'offerente**	L'investitore può normalmente acquistare i presenti Certificates ad un prezzo di emissione prefissato. Questo prezzo di emissione fisso contiene tutti i costi dell'Emittente relative all'emissione e alla vendita dei Certificates (ad esempio costi di distribuzione, strutturazione e copertura nonché il margine di profitto di Commerzbank).

COMMERZBANK

Londra, 8 Febbraio 2016

Oggetto: Comunicazione Record Date DE000CZ44KB3

Con la presente dichiariamo per lo strumento in oggetto le seguenti Record Dates:

Observation Date	Record Date	Payment Date
Monday-29-Feb-16	Thursday-03-Mar-16	Monday-14-Mar-16
Tuesday-29-Mar-16	Friday-01-Apr-16	Tuesday-12-Apr-16
Thursday-28-Apr-16	Tuesday-03-May-16	Thursday-12-May-16
Monday-30-May-16	Thursday-02-Jun-16	Monday-13-Jun-16
Tuesday-28-Jun-16	Friday-01-Jul-16	Tuesday-12-Jul-16
Thursday-28-Jul-16	Tuesday-02-Aug-16	Thursday-11-Aug-16
Monday-29-Aug-16	Thursday-01-Sep-16	Monday-12-Sep-16
Wednesday-28-Sep-16	Monday-03-Oct-16	Wednesday-12-Oct-16
Friday-28-Oct-16	Wednesday-02-Nov-16	Friday-11-Nov-16
Monday-28-Nov-16	Thursday-01-Dec-16	Monday-12-Dec-16
Wednesday-28-Dec-16	Monday-02-Jan-17	Wednesday-11-Jan-17
Monday-30-Jan-17	Thursday-02-Feb-17	Monday-13-Feb-17
Tuesday-28-Feb-17	Friday-03-Mar-17	Tuesday-14-Mar-17
Tuesday-28-Mar-17	Friday-31-Mar-17	Tuesday-11-Apr-17
Friday-28-Apr-17	Thursday-04-May-17	Monday-15-May-17
Monday-29-May-17	Thursday-01-Jun-17	Monday-12-Jun-17
Wednesday-28-Jun-17	Monday-03-Jul-17	Wednesday-12-Jul-17
Friday-28-Jul-17	Wednesday-02-Aug-17	Friday-11-Aug-17
Monday-28-Aug-17	Thursday-31-Aug-17	Monday-11-Sep-17
Thursday-28-Sep-17	Tuesday-03-Oct-17	Thursday-12-Oct-17
Monday-30-Oct-17	Thursday-02-Nov-17	Monday-13-Nov-17
Tuesday-28-Nov-17	Friday-01-Dec-17	Tuesday-12-Dec-17
Thursday-28-Dec-17	Wednesday-03-Jan-18	Friday-12-Jan-18
Monday-29-Jan-18	Thursday-01-Feb-18	Monday-12-Feb-18

Cordiali saluti,

Massimiliano Serraiotto