

# **COMMERZBANK AKTIENGESELLSCHAFT**

Frankfurt am Main

## **Final Terms**

dated 30 November 2011

with respect to the

## **Base Prospectus**

dated 13 September 2011

relating to

## **Unlimited Structured Certificates linked to the performance of BEAR X3 CZ indices relating to NOK shares**

to be publicly offered in the Kingdom of Norway and  
to be admitted to trading on the Nordic Derivatives Exchange Oslo

*In addition to the information relevant to this issue of Certificates, these Final Terms repeat some of the information set out in the Base Prospectus dated 13 September 2011 regarding the Certificates where the Issuer deems such information necessary in order to satisfy the investor's need for information in relation to this issue of Certificates.*

## **RISK FACTORS**

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

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

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

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

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

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

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

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

The Certificates are subject to - potentially major - price fluctuations and may involve the risk of a **complete or partial loss** of the invested capital (including any costs incurred in connection with the purchase of the Certificates). Since, in the case of Certificates, the Redemption Amount is linked to an underlying (share, index, commodity (e.g. precious metals), futures contract, bond, currency

exchange rate, interest rate, fund, a basket or an index that is composed of any of the aforementioned values, commodities or rates (the "**Underlying**"), or to one or more formulae ("**Structured Certificates**")), Certificates are investments that might not be suitable for all investors.

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

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

**Other general risks associated with the purchase of the Certificates (such as factors influencing the price of the Certificates at the time of issue and in the secondary market, conflicts of interest, hedging risks, interest rate and inflationary risks, as well as currency risks) are set out in the detailed provisions of the Base Prospectus dated 13 September 2011.**

- **Special risks relating to Unlimited Structured Certificates linked to the performance of BEAR X3 CZ indices relating to shares**

The Unlimited Structured Certificates linked to the performance of BEAR X3 CZ indices relating to shares (the "**Certificates**") will grant the investor the right to request from the Issuer at specific Redemption Dates the payment of a Redemption Amount per Certificate corresponding to the Reference Price of the Index on the respective Valuation Date expressed in NOK and multiplied by the Multiplier. The "Valuation Date" in that context will always be the specific Redemption Date, whereas the payment of the Redemption Amount will be due on the Maturity Date which will be the tenth Payment Business Day following the Redemption Date.

The indices to which the Certificates relate are specified in the table below (each an "**Index**"). The share underlying an Index shall hereinafter be referred to as a "**Share**".

<b>ISIN of the Certificates</b>	<b>Index referring to</b>
DE000CZ34YE9	BEAR DNB X3 CZ index relating to the DNB Nor ASA share
DE000CZ34YJ8	BEAR ORKLA X3 CZ index relating to the Orkla ASA share
DE000CZ34YN0	BEAR TELEN X3 CZ index relating to the Telenor ASA share
DE000CZ34YS9	BEAR GOLDE X3 CZ index relating to the Golden Ocean Group Ltd. share

The respective Index will be calculated and published by Commerzbank in its capacity as Index Calculation Agent. Each Index is a strategy index that is composed of a leverage and an interest component and relates to a Share. The leverage component will, in percentage terms, correspond inversely to three times the daily movements of the Share.

It is a feature of the Certificates that no automatic payment of the Redemption Amount represented by the Certificates is scheduled at any time during the term of the Certificates. Payment of the Redemption Amount will generally be contingent upon prior redemption of the relevant Certificate upon the request of the Certificateholder in accordance with the Terms and Conditions of the Certificates.

In addition, investors should pay particular attention to the following points:

- **Loss risks**

A change in the price of one or several Index components may result in a significant reduction of the Redemption Amount of the Certificates below the initial purchase price in line with the performance of the Index and, thus, a significant loss for the Certificateholder in relation to the purchase price paid for the Certificates.

Investors should pay particular attention to the fact that the daily changes in relation to the Share (i.e., the change between two subsequently following Closing Prices of the Share as defined in the description of the Index attached to the Terms and Conditions of the Certificates (the "**Index Description**")) and the value of the Index and, thus, the value of the Certificate, correlate negatively. This means that, the more the price of the Share increases on a trading day, the lower the Index Level will be on that trading day and vice versa, with the daily changes in relation to the Index being intensified in both directions as a result of the triple leverage.

**In the case of an unfavourable performance of the Index, there is a risk that some or all of the invested capital may be lost.**

In addition, the costs associated with the purchase or sale of the Certificates must be taken into account when considering the economic aspects of an investment.

- **Adjustments and extraordinary termination by the Issuer**

The Issuer may be entitled to perform adjustments in accordance with the Terms and Conditions of the Certificates. Such adjustments may have an adverse effect on the value of the Certificates.

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

- **Risks due to the Index concept of the Unlimited Structured Certificates linked to the performance of BEAR X3 CZ indices relating to shares**

The Index is composed of a so-called leverage component and an interest component.

Leverage component: When calculating the Index, the leverage component reflects the sale (short position) of the Share with a triple leverage effect on the leverage component. A price loss in relation to the Share as compared to its closing price on the preceding day will lead to a **triple increase** in the leverage component in percentage terms and **vice versa**. If the **price loss** as compared to the previous day is 10%, the value of the leverage component will **increase** by 30%; if the price of the Share as compared to the previous day **increases** by 10%, the value of the leverage component will **fall** by 30%.

However, investors should note that the calculation of the Index will be influenced by the daily price performance of the Share during the entire term of the Certificates commencing from their issuance; the daily price performance in percentage terms will in each case be determined by reference to the closing price on the preceding day. A comparison of the price of the Share at the time of the issue of the Certificates and the price of the Share on the relevant Valuation Date is of no relevance.

The following phenomena may occur in that regard:

If the price of the Share consistently increases from, for instance, NOK 100 over 10 days by NOK 1 to NOK 110, the price gain in relation to the Share will be 10%, while the value of the leverage component will not have fallen by 30%, but instead by only 25.29%. If the price of the Share

consistently decreases by NOK 1 to NOK 90, the value of the leverage component will not have increased by 30%, but instead by 36.28%.

If the price of the Share moves in different directions after the issue date of the Certificates (i.e. if both price gains and price losses occur) and if the price of the Share returns to its level at issuance, the value of the leverage component will **not** revert to, but will be (as a result of the leverage effect possibly significantly) below its initial level.

If the price of the Share increases significantly at any time during the term of the Certificates, the value of the leverage component will fall to a very low level. Although this means that all later price losses in relation to the Share will lead to price gains in relation to the leverage component and thus the Index, investors must note in this regard that the initial level for a price recovery in relation to the Index will be very low and that, therefore, significant price losses in relation to the Share will only have a moderate effect on the recovery of the Index.

Interest component: The interest component results from the investment in a risk-free money market instrument (NOWA), less the costs for a repurchase agreement (REPO) and less the Index Fees. If, on any day, the costs for a repurchase agreement, plus the Index Fees, exceed the interest income based on the NOWA rate for that day, losses will be incurred instead of interest gains. In that case, the interest component would be negative and would reduce the value of the Index on that day.

- **REPO rate**

The REPO rate is to take account of the fact that the Index Calculation Agent incurs costs when concluding repurchase agreements in relation to securities transactions resulting from the short position (leverage component) of the index strategy. Investors should note that these costs could substantially deviate from the ones which could be observed in the market.

The Index Calculation Agent is entitled to adjust the REPO rate on each REPO Adjustment Date in its reasonable discretion (§ 315 German Civil Code (*BGB*)) in such a way that it corresponds to the current market conditions and apply the adjusted rate from that time onwards as detailed in the Index Description.

The REPO rate is not limited. Consequently, and under disadvantageous circumstances the REPO rate may increase substantially. This would result in a negative interest component for these days, so that the loss in the interest component could exceed any increase in the value of the leverage component. Investors should note that under such scenario the Index will decrease despite a price loss of the Share.

- **"Unlimited" Certificates; exercise requirement; sale of the Certificates**

It is a feature of these Certificates that no automatic payment of the Redemption Amount per Certificate represented by them is scheduled at any time during the term of the Certificates. Any payment of the Redemption Amount is contingent upon either (i) the Certificateholder submits a redemption notice to the paying agent designated pursuant to the Terms and Conditions of the Certificates in order to attain a redemption of the Certificates or (ii) the Issuer terminates the Certificates by virtue of an ordinary or extraordinary termination notice, all in accordance with the Terms and Conditions of the Certificates. In the absence of submitting a redemption notice by the Certificateholder or termination by the Issuer, there can be no guarantee that the investor will receive the Redemption Amount represented by the Certificates. Since it is uncertain whether the Issuer will terminate the Certificates, the Certificateholder will be forced voluntarily to submit a redemption notice to the paying agent in accordance with the Terms and Conditions of the Certificates if he intends to receive the Redemption Amount represented by the Certificate.

However, investors should note that the Issuer, despite the Certificates being referred to as "Unlimited", is entitled to the termination rights described above. That means that the Issuer is able to limit the term of the Certificates, which is initially indefinite, and may exercise its termination right at a time that might be unfavourable from the investor's point of view because the investor expects a further price increase in relation to the Index underlying the Certificates at that time.

Certificateholders should note that redemption of the Certificates is possible only with effect as of the last Payment Business Day in March, June, September and December (as set out in detail in the

Terms and Conditions of the Certificates). In between these Redemption Dates, the economic value represented by the Certificates can be realised solely by virtue of a sale of the Certificates.

A sale of the Certificates, however, will be dependent upon the availability of market participants who are prepared to purchase the Certificates at a corresponding price. If no such market participants can be found, it may be impossible to realise the value of the Certificates. Investors cannot rely upon the availability of a liquid market for the Certificates and, thus, the possibility to realise the assets invested in the Certificates by selling the Certificates. Investors should thus be prepared to hold the Certificates until the next available Redemption Date.

- **BEAR X3 CZ indices relating to shares are not established indices**

When evaluating the Certificates, investors must take into account that the respective Index is not an index that has been established in the market. Instead, the main reason why Commerzbank Aktiengesellschaft calculates the respective Index is so that it may serve as a reference for the Certificates underlying these Terms and Conditions of the Certificates.

- **Conflicts of interest**

Regarding the issuance of the Certificates, Commerzbank Aktiengesellschaft performs a number of functions. On the one hand, Commerzbank Aktiengesellschaft acts as Issuer of the Certificates, and on the other hand, it acts as the Index Calculation Agent and Index Sponsor and therefore decides upon the composition of the Index. It cannot be ruled out that Commerzbank Aktiengesellschaft will be subject to certain conflicts of interest in performing these various functions.

When pursuing business activity not directly related to the issuance of the Certificates or the composition and calculation of the Index, the Issuer or any of its affiliates may pursue actions and take steps that it deems, or they deem, necessary or appropriate to protect its or their respective interests without regard to any negative consequences this may have for the Certificateholders.

- **Deduction of an Index Fee**

Investors must note that the Index level includes an Index Fee of 0.001944% of the Index level per calendar day (0.7% p.a.) for the management and calculation of the Index. The Index Fee will be deducted daily during the calculation of the Index. This means that the Index will fall, or not gain in value, in the case of constant or slightly increasing prices of the Index components. In the case of falling prices of the Index components, the deduction of the Index Fee will reinforce the negative price performance of the Index. Generally, the deduction of the Index Fee will result in a reduction of the value of the Index and, thus, the Certificates.

- **No interest payment or other distributions**

The Certificates do not provide for periodic interest payments or other distributions during their term. Investors should be aware that the Certificates will not generate any current income. Possible losses in relation to the value of the Certificates can therefore not be compensated by any other income from the Certificates.

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

The obligations under the Certificates constitute direct, unconditional and unsecured obligations of the Issuer and, unless otherwise provided by applicable law, rank at least *pari passu* with all other unsecured and unsubordinated 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's financial situation may worsen - and that the Issuer might therefore become subject to a reorganization proceeding (*Reorganisationverfahren*) or transfer order (*Übertragungsanordnung*) under German bank restructuring law or that insolvency proceedings might be instituted with regard to its assets - and therefore payments due under the

Certificates could not or only partially be done. **Under these circumstances, a total loss of the investor's capital might be possible.**

The Issuer may enter into hedging transactions in the underlying index components, but is under no obligation to do so. If hedging transactions are entered into, they shall exclusively inure to the benefit of the Issuer, and the investors shall have no entitlement whatsoever to the underlying index components or with respect to the hedging transaction. Hedging transactions entered into by the Issuer shall not give rise to any legal relationship between the investors and those responsible for the underlying index components.

- **Risk factors relating to the Share**

Certificates relating to shares as index components are associated with particular risks beyond the Issuer's control, such as the risk that the company issuing the Share will be rendered insolvent, the risk that the price of the Share will fluctuate or risks that occur in relation to dividend payments by the company issuing the Share.

The performance of a share depends to a very significant extent on developments on the capital markets, which in turn depend on the general global economic situation and more specific economic and political conditions. Shares in companies with low to medium market capitalisation may be subject to even higher risks (e.g. relating to their volatility or insolvency) than is the case for shares in larger companies. Moreover, shares in companies with low capitalisation may be extremely illiquid as a result of low trading volumes.

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

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

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

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

It must also be taken into account that the depositary bank may stop offering Depositary Receipts at any time and that, in that case or if the depositary bank becomes insolvent, the issuer of these

Certificates will, subject to more detailed provisions set out in the Terms and Conditions of the Certificates, be entitled to adjust the Terms and Conditions of the Certificates and/or terminate the Certificates.

## GENERAL INFORMATION

This document contains the Final Terms of the Certificates described herein and must be read in conjunction with the Base Prospectus dated 13 September 2011, as supplemented from time to time (the "**Base Prospectus**"). Full information on the Issuer and the offer of the Certificates is only available on the basis of a combination of these Final Terms, the Base Prospectus and supplements thereto, if any.

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

### Prospectus liability

Commerzbank Aktiengesellschaft (the "**Issuer**", the "**Bank**" or "**Commerzbank**", together with its consolidated subsidiaries "**Commerzbank Group**" or the "**Group**") with its registered office at Frankfurt am Main, Federal Republic of Germany, accepts responsibility for the information contained in this Final Terms. The Issuer hereby declares that the information contained in these Final Terms is, to the best of its knowledge, in accordance with the facts and contains no material omission. The Issuer has taken all reasonable care to ensure that such is the case, the information contained in these Final Terms is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

No person is or has been authorized by the Issuer to give any information or to make any representation not contained in or not consistent with these Final Terms or any other information supplied in connection with these Final Terms, the Certificates and, if given or made, such information or representation must not be relied upon as having been authorized by the Issuer. The information contained herein relates to the date of the Final Terms and may have become inaccurate and/or incomplete as a result of subsequent changes.

### Availability of documents

The Base Prospectus dated 13 September 2011 and any supplements thereto and these Final Terms will be made available in electronic form on the website of Commerzbank Aktiengesellschaft at [www.warrants.commerzbank.com](http://www.warrants.commerzbank.com). Hardcopies of the Base Prospectus and any supplements and these Final Terms may be requested free of charge from the Issuer's head office (Kaiserstraße 16 (Kaiserplatz), 60311 Frankfurt am Main, Federal Republic of Germany).

Furthermore, the Articles of Association of Commerzbank Aktiengesellschaft (as amended), the Financial Statements and Management Reports of Commerzbank Aktiengesellschaft as well as the Annual Reports of the Commerzbank Group for the financial years of 2009 and 2010 (audited) and the Interim Report of the Commerzbank Group for the period ended 30 September 2011 (reviewed) will be available for inspection at the Issuer's head office (Kaiserstraße 16 (Kaiserplatz), 60311 Frankfurt am Main, Federal Republic of Germany) or for electronic viewing at [www.commerzbank.com](http://www.commerzbank.com) for a period of twelve months following the date of the Base Prospectus.

### Offer and sale

Commerzbank publicly offers in the Kingdom of Norway from 30 November 2011 Unlimited Structured Certificates linked to the performance of BEAR X3 CZ indices relating to shares (the "**Certificates**") each with an issue size of 200,000 at an initial issue price of NOK 50.00 per Certificate.

## Characteristics

ISIN of the Certificates	Index referring to
DE000CZ34YE9	BEAR DNB X3 CZ index relating to the DNB Nor ASA share
DE000CZ34YJ8	BEAR ORKLA X3 CZ index relating to the Orkla ASA share
DE000CZ34YN0	BEAR TELEN X3 CZ index relating to the Telenor ASA share
DE000CZ34YS9	BEAR GOLDE X3 CZ index relating to the Golden Ocean Group Ltd. share

## Calculation agent

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

## Securitisation

The Certificates will be issued in dematerialised form and will only be evidenced by book entries in the system of the Norwegian Central Securities Depository VPS ASA, P.O. Box 4, 0051, Oslo, for registration of securities and settlement of securities transactions in accordance with the Norwegian Securities Register Act (*lov om registrering av finansielle instrumenter 2002 5. juli nr. 64*). There will be neither global bearer certificates nor definitive certificates.

## Minimum trading unit

One (1) Certificate

## Listing

The admission for listing of the Certificates on the Nordic Derivatives Exchange Oslo has been applied. First day of listing is expected to be 30 November 2011.

## Payment date

5 December 2011

## Information regarding the Index

The asset underlying the Certificates is the Index as detailed in the attachment to the Terms and Conditions of the Certificates, as determined by Commerzbank Aktiengesellschaft.

The Index will be permanently calculated on each Index Calculation Day and published on the internet page [www.warrants.commerzbank.com](http://www.warrants.commerzbank.com).

## Taxation

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.

## TERMS AND CONDITIONS OF THE CERTIFICATES

### § 1 FORM

1. The Structured Certificates (the "**Certificates**") issued by Commerzbank Aktiengesellschaft, Frankfurt am Main, Federal Republic of Germany (the "**Issuer**") will be issued in dematerialised registered form and will only be evidenced by book entries in the system of the Norwegian Central Securities Depository VPS ASA, P.O. Box 4, 0051, Oslo, ("**VPS**") for registration of securities and settlement of securities transactions (the "**Clearing System**") in accordance with the Norwegian Securities Register Act (*lov om registrering av finansielle instrumenter 2002 5. juli nr. 64*). There will be neither global bearer securities nor definitive securities and no physical notes will be issued in respect of the Certificates. Certificates issued through the Norwegian CSD must comply with the Norwegian Securities Trading Act, and the procedures applicable to and/or issued by VPS from time to time and as amended from time to time.
2. Transfers of the title to the Certificates and other registration measures shall be made in accordance with the Norwegian Securities Register Act (*lov om registrering av finansielle instrumenter 2002 5. juli nr. 64*), the regulations, rules and operating procedures applicable to and/or issued by VPS (the "**Norwegian CSD Rules**").
3. The term "**Certificateholder**" in these Terms and Conditions refers to any person that is registered on a VPS-account as holder of a Certificate or, where applicable, any other person acknowledged as the holder pursuant to the Norwegian CSD Rules. For nominee registered Certificates the authorised nominee shall be considered to be the Certificateholder. The Issuer shall be entitled to obtain information from VPS in accordance with the Norwegian CSD Rules. Except as ordered by a court of competent jurisdiction or as required by law, the Certificateholder of any Certificate shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it and no person shall be liable for so treating the holder.
4. 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 § 6):

"**Index**" means for each series of Certificates the Index as set out in the following table. The share underlying an Index shall hereinafter be referred to as a "**Share**". The Index concept is detailed in the index description which is attached to these Terms and Conditions (the "**Index Description**").

ISIN of the Certificates	Index referring to
DE000CZ34YE9	BEAR DNB X3 CZ index relating to the DNB Nor ASA share
DE000CZ34YJ8	BEAR ORKLA X3 CZ index relating to the Orkla ASA share
DE000CZ34YN0	BEAR TELEN X3 CZ index relating to the Telenor ASA share
DE000CZ34YS9	BEAR GOLDE X3 CZ index relating to the Golden Ocean Group Ltd. share

"**Index Calculation Day**" means any day on which the level of the Index is usually determined and published by the Index Calculation Agent.

"**Index Calculation Agent**" and "**Index Sponsor**", respectively, mean Commerzbank Aktiengesellschaft.

"**Market Disruption Event**" means (i) a suspension or limitation of trading in the Share on the stock exchange or the trading system the prices of which are used for determining the Index, or (ii) the non-determination of the Norwegian Overnight Weighted Average rate (NOWA), provided that any such suspension or limitation or non-determination 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*)) for the evaluation of the Certificates and the fulfilment of its obligations under the Certificates. The existence of a Market Disruption Event shall be announced in accordance with § 11.

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

"**Maturity Date**" means the tenth Payment Business Day following the relevant Redemption Date.

"**Multiplier**" shall be 1.0.

"**Payment Business Day**" means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets in Oslo and Frankfurt am Main and the Clearing System settle payments in NOK.

"**Reference Price**" means the closing level of the Index determined and published by the Index Sponsor on an Index Calculation Day (Official Index Closing Level).

"**NOK**" means Norwegian Kroner.

"**Valuation Date**" means the relevant Redemption Date.

If on the Valuation Date a Market Disruption Event with respect to the Index occurs, the Valuation Date shall be postponed to the next following Index Calculation Day on which a Market Disruption Event with respect to the Index does not occur.

If, according to the before-mentioned, the Valuation Date is postponed to the fifth Index Calculation Day prior to the Maturity Date and if also on such day a Market Disruption Event with respect to the Index occurs, then the Issuer shall estimate the Reference Price 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 § 11.

### **§ 3 MATURITY**

1. Subject to provision of § 4, each Certificateholder has the right to request from the Issuer, with effect as of a Redemption Date and in accordance with the following paragraphs, payment of the Redemption Amount on the Maturity Date.
2. Each Certificate is redeemed at the Redemption Amount.

The "**Redemption Amount**" shall be an amount per Certificate (commercially rounded, if necessary, up or down to the nearest NOK 0.01) equal to the product of the Reference Price of the Index on the respective Valuation Date expressed in NOK and the Multiplier.

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

3. In order to validly call the Certificates for redemption with respect to a Redemption Date the Certificateholder is obliged to instruct the account holding bank to
  - (a) deliver a written redemption notice (the "**Redemption Notice**") via the account holding bank to the Paying Agent in the form available at the Paying Agent or by providing all information and statements requested therein;
  - (b) deliver the Certificates via the account holding bank by crediting the Certificates to the account of the Paying Agent with the Clearing System.

After the end of the tenth Payment Business Day prior to the relevant Redemption Date (i) the Redemption Notice has to be received by the Paying Agent and (ii) the Certificates has to be booked at the account of the Paying Agent with the Clearing System.

The Redemption Notice shall be binding and irrevocable. A Redemption Notice submitted with regard to a specific Redemption Date shall be void if the above-mentioned provisions are not fulfilled. Any Redemption Notices that are deemed void in accordance with the preceding sentence shall not be treated as Redemption Notices relating to a later Redemption Date. If the number of Certificates stated in the Redemption Notice, for which redemption is requested, differs from the number of Certificates transferred to the Paying Agent, the Redemption Notice shall be deemed submitted only with regard to the smaller number of Certificates. Any excess Certificates shall be re-transferred for the cost and the risk of the Certificateholder to the account holding bank.

**"Redemption Date"** means – subject to paragraph 3 – any last Payment Business Day in the months of March, June, September and December of each year commencing as of December 2011.

4. Following the valid submission of Certificates for redemption, the Issuer shall ensure that the Redemption Amount is made available to the Paying Agent, which shall in turn transfer such amount to an account of the account-holding bank for forwarding on to the Certificateholders.

Upon transfer of the Redemption Amount to an account of the account-holding bank for forwarding on to the Certificateholders, all rights in connection with the redeemed Certificates shall expire.

#### **§ 4 ORDINARY TERMINATION BY THE ISSUER; REPURCHASE**

1. The Issuer shall be entitled, in each with effect to the last Payment Business Date of each month, for the first time with effect as of 30 December 2011 (each an "**Ordinary Termination Date**"), to ordinarily terminate the Certificates in whole but not in part (the "**Ordinary Termination**").
2. Any such Ordinary Termination must be announced at least 28 days prior to the Ordinary Termination Date in accordance with § 11. Such announcement shall be irrevocable and must state the Ordinary Termination Date.
3. In the case of an Ordinary Termination each Certificateholder shall receive a payment per Certificate as determined in accordance with the provisions of § 3 paragraph 2 and paragraph 4; in this regard, the Ordinary Termination Date shall in all respects supersede the Redemption Date.
4. The right of the Certificateholders to request redemption of the Certificates with effect as of the Redemption Dates preceding the relevant Ordinary Termination Date shall not be affected by such Ordinary Termination by the Issuer in accordance with this § 4.

5. 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 PAYMENTS**

1. All amounts payable pursuant to these Terms and Conditions shall be made to the Paying Agent, subject to the provision that the Paying Agent transfers such amounts to the Clearing System on the dates stated in these Terms and Conditions so that they may be credited to the accounts of the relevant custodian banks and then forwarded on to the Certificateholders.
2. If any payment with respect to a Certificate is to be effected on a day other than a Payment Business Day, payment shall be effected on the next following Payment Business Day. In this case, the relevant Certificateholder 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.

## **§ 6 ADJUSTMENTS; EXTRAORDINARY TERMINATION RIGHT OF THE ISSUER**

1. The Issuer is entitled to appoint in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (*BGB*)) another person, company or institution as the new Index Calculation Agent (the "**Successor Index Calculation Agent**"). Such appointment shall be notified pursuant to § 11. The Redemption Amount will be determined on the basis of the Index being calculated and published by the Successor Index Calculation Agent and any reference made to the Index Calculation Agent in these Terms and Conditions shall, if the context so admits, then refers to the Successor Index Calculation Agent.
2. If the Index is cancelled or replaced, the Issuer will determine in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (*BGB*)) another index on the basis of which the Redemption Amount will be determined (the "**Successor Index**"). The respective Successor Index as well as the time of its first application will be notified pursuant to § 11. Any reference made to the Index in these Terms and Conditions shall, if the context so admits then refers to the Successor Index. All related definitions shall be deemed to be amended accordingly. Furthermore, the Issuer will make all necessary adjustments to the Terms and Conditions resulting from a substitution of the Index.
3. In the case that the occurrence of an Adjustment Event with respect to the Share contained in the Index has a material effect on the price of the Index, the Issuer shall be entitled to make adjustments to these Terms and Conditions in its reasonable discretion (§ 315 German Civil Code (*BGB*)) and give notification pursuant to § 11. Such adjustments shall become effective on the date on which the occurrence of the Adjustment Event with respect to the Share has its effect on the price of the Index.

**"Adjustment Event"** means:

- a) the substitution of the Index by a Successor Index pursuant to paragraph 2;
- b) any of the following actions taken by the company issuing the Share (the "**Company**"): capital increases through issuance of new shares against capital contribution and issuance of subscription rights to the shareholders, capital increases out of the Company's reserves, issuance of securities with option or conversion rights related to the Share, distributions of ordinary dividends, distributions of extraordinary dividends, stock splits or any other split, consolidation or alteration of category;
- 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;

- d) the adjustment of option or futures contracts relating to the Share on the Futures Exchange or the announcement of such adjustment;
- e) a takeover-bid, i.e. an offer to take over or to swap or any other offer or any other act of an individual person or a legal entity that results in the individual person or legal entity buying, or otherwise acquiring or obtaining a right to buy more than 10% of the outstanding shares of the Company as a consequence of a conversion or otherwise, as determined by the Issuer based on notifications to the competent authorities or on other information determined as relevant by the Issuer;
- f) the termination of trading in or early settlement of option or futures contracts relating to the Share on the Futures Exchange or the announcement of such termination or early settlement;
- g) the becoming known of the intention of the Company or of the exchange on which the respective Share is traded (provided that the quotations of the prices of the Share on such exchange are taken for the calculation of the Index) (the "**Relevant Exchange**") to terminate the listing of the Share on the Relevant Exchange due to a merger by absorption or by creation, a change of legal form into a company without shares or any other reason or the termination of the listing of the Share at the Relevant Exchange or the announcement of the Relevant Exchange that the listing of the Share at the Relevant Exchange will terminate immediately or at a later date and that the Share will not be admitted, traded or listed at any other exchange which is comparable to the Relevant Exchange (including the exchange segment, if applicable) immediately following the termination of the listing;
- h) the Issuer and/or its affiliates (§ 15 German Stock Corporation Act (*AktG*)) are, even following economically reasonable efforts, not in the position (i) to enter, re-enter, replace, maintain, liquidate, acquire or dispose of any transactions or investments that the Issuer considers necessary to hedge its risks resulting from the assumption and performance of its obligations under the Certificates or (ii) to realize, regain or transfer the proceeds resulting from such transactions or investments;
- i) a procedure is introduced or ongoing pursuant to which all shares or the substantial assets of the Company are or are liable to be nationalized or expropriated or otherwise transferred to public agencies, authorities or organizations;
- j) the application for insolvency proceedings or for comparable proceedings with regard to the assets of the Company according to the applicable law of such company; or
- k) any other event being economically comparable to the afore-mentioned events with regard to their effects.

"**Futures Exchange**" refers to the exchange with the largest trading volume in futures and options contracts in relation to the Share. If no futures or options contracts in relation to the Share are traded on any exchange, the Futures Exchange shall be the exchange with the largest trading volume in futures and options contracts in relation to shares of companies whose registered office is in the same country as the registered office of the Company. If there is no futures and options exchange in the country in which the Company has its registered office on which futures and options contracts in relation to the Share are traded, the Issuer shall determine the Futures Exchange in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (*BGB*)) and shall announce its choice in accordance with § 11.

4. If (i) in the case of paragraph 1 in the reasonable discretion of the Issuer (*billiges Ermessen*) (§ 315 German Civil Code (*BGB*)) the Successor Index Calculation Agent is not qualified or (ii) the determination of a Successor Index in accordance with paragraph 2 is not possible or is unreasonable (*unzumutbar*) or (iii) if the Successor Index Calculation Agent materially modifies the calculation method of the Index with effect on or after the first issue date of the Certificates, or materially modifies the Index in any other way (except for modifications which are contemplated in the calculation method of the Index relating to a change with respect to the

Index components, the market capitalisation or with respect to any other routine measures), then the Issuer is entitled to (a) continue the calculation and publication of the Index on the basis of the former concept of the Index and its last determined level or (b) terminate the Certificates extraordinarily with respect to an Index Calculation Day (the "**Extraordinary Termination Date**") with a prior notice of seven Payment Business Days in accordance with § 11. Any termination in part shall be excluded.

5. In the case of a termination of the Certificates pursuant to paragraph 4 the Certificates shall be redeemed on the Extraordinary Termination Date at the extraordinary termination amount (the "**Extraordinary Termination Amount**") which shall be calculated by the Issuer in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (*BGB*) by taking into account applicable market conditions and any proceeds realised by the Issuer in connection with transactions concluded by it in its reasonable discretion (*billiges Ermessen*) (§ 315 German Civil Code (*BGB*)) for hedging measures in relation to the assumption and fulfilment of its obligations under the Certificates (the "**Hedging Transactions**"). Expenses for transactions that were required for winding up the Hedging Transactions will be taken into account as deductible items.

The Issuer shall pay the Extraordinary Termination Amount to the Certificateholders not later than the tenth Payment Business Day following the Extraordinary Termination Date to the Clearing System for crediting the accounts of the depositors of the Certificates with the Clearing System. The rights in connection with the Certificates shall expire upon the payment of the Extraordinary Termination Amount to the Clearing System.

## **§ 7 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.

## **§ 8 STATUS**

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

## **§ 9 PAYING AGENT**

1. Nordea Bank Norge ASA, Postboks 1166 Sentrum, 0107 Oslo, shall be the paying agent (the "**Paying Agent**").
2. The Issuer shall be entitled at any time to appoint another bank of international standing as Paying Agent. Such appointment and the effective date shall be notified in accordance with § 11.
3. The Paying Agent is hereby granted exemption from the restrictions of § 181 German Civil Code (*BGB*) and any similar restrictions of the applicable laws of any other country.

## **§ 10 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 these

Terms and Conditions. Any such substitution and the effective date shall be notified by the Issuer in accordance with § 11.

Upon any such substitution, such substitute company (hereinafter called the "**New Issuer**") shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under these Terms and Conditions with the same effect as if the New Issuer had been named as the Issuer herein; the Issuer (and, in the case of a repeated application of this § 10, each previous New Issuer) shall be released from its obligations hereunder and from its liability as obligor under the 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 pursuant to these Terms and Conditions;
  - 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 pursuant to these Terms and Conditions;
  - d) the New Issuer and the Guarantor have obtained all governmental authorisations, approvals, consents and permissions necessary in the jurisdictions in which the Guarantor and/or the New Issuer are domiciled or the country under the laws of which they are organised.
3. Upon any substitution of the Issuer for a New Issuer, this § 10 shall apply again.

## **§ 11 NOTICES**

Notices relating to the Certificates shall be published in the electronic version of the Federal Gazette (*Bundesanzeiger*) and shall be deemed to be effective upon such publication unless such publication gives another effective date.

If the Certificates are offered to the public, notices relating to the Certificates shall in addition be published on the internet page [www.commerzbank.com](http://www.commerzbank.com) (or on another internet page notified at least six weeks in advance by the Issuer in accordance with this § 11). If applicable law or regulations of the stock exchange on which the Certificates are listed require a notification in another manner, notices shall also be given in the manner so required.

## **§ 12 LIMITATION OF LIABILITY**

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.

## § 13 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 to 3 of the Terms and Conditions which shall be governed by the laws of the Kingdom of Norway.
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 Certificateholders. The declaration of rescission shall be made without undue delay upon becoming aware of any such ground for rescission (*Anfechtungsgrund*) and in accordance with § 11. 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 30 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 § 11. 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 § 11 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 arithmetic 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 Index Calculation Day preceding the declaration of rescission pursuant to paragraph 1. If a Market Disruption Event exists on the Index Calculation Day preceding the declaration of rescission pursuant to paragraph 1, the last Index Calculation Day preceding the declaration of rescission pursuant to paragraph 1 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 § 11.
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 to 5, the Certificateholders can be bound by the Issuer to the corrected Terms and Conditions.
7. Should any provision of these Terms and Conditions be or become void in whole or in part, the other provisions shall remain in force. The void provision shall be replaced by a valid provision that reflects the economic intent of the void provision as closely as possible in legal terms. In those cases, however, the Issuer may also take the steps described in paragraphs 2 to 5 above.

8. Place of performance is Frankfurt am Main.
9. Place of jurisdiction for all disputes and other proceedings in connection with the 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.

## Attachment to the Terms and Conditions of the Certificates

### BEAR X3 CZ INDICES RELATING TO SHARES

#### 1. Index Concept

The BEAR X3 CZ indices relating to the shares referred to in the table in clause 8 below are strategy indices that participate inversely in the movements of the relevant share and that are composed of a leverage and an interest component.

The leverage component reflects the triple sale of the share (short position) in the respective index. This means that a fall in the share price will result in a three-fold increase in percentage terms in the leverage component on a daily basis and vice versa. This leverage effect will have a disproportionately high effect on the Index, both in the case of positive as well as negative share movements.

The interest component results from the investment in a risk-free money market instrument (NOWA), less the costs for a repurchase agreement (REPO) and less the Index Fees. If, on any day, the costs for a repurchase agreement, plus the Index Fees, exceed the interest income based on the NOWA rate for that day, losses will be incurred instead of interest gains. In that case, the interest component would be negative and would reduce the value of the Index on that day.

The Index will be continually updated during the share's trading hours on the Relevant Exchange by the Index Calculation Agent; this means that the Index will be re-calculated upon each change in the share price. The Index Calculation Agent will charge an annual Index Fee of 0.7% p.a., which will be deducted daily (based on a year comprising 360 days) during the calculation of the Index.

The described Index is not a recognized financial index, but rather a customized strategy index that is calculated by Commerzbank.

#### 2. Index Definitions

**"Share"** shall be the share referred to in the table in clause 8 below.

**"Share Price"** shall be the average of the bid and offer price at any time during the trading hours on the Relevant Exchange.

**"Banking Day"** shall be a day on which the banks in Frankfurt am Main are open for general banking transactions.

The **"Dividend Correction Amount"** is determined by the Index Calculation Agent for the Ex-Dividend Day in its reasonable discretion (§ 315 German Civil Code (*BGB*)) in such a way that it corresponds to the dividend of the company that is virtually received by the Index Calculation Agent in accordance with the tax laws applicable to the Index Calculation Agent. If the dividend is expressed in a currency other than NOK, such dividend shall be converted at the bid rate (in NOK per foreign currency unit) quoted on the International Interbank Spot Market at the time the dividend is virtually received by the Index Calculation Agent.

**"Ex-Dividend Day"** is the Index Calculation Day on which a share is traded on an ex-dividend basis for the first time.

**"Index"** shall be the index referred to in clause 8 and calculated by the Index Calculation Agent.

The **"Index Calculation Day"** shall be any banking day on which a price can be determined for the share and on which a relevant NOWA rate has been determined.

The **"Index Calculation Agent"** shall be Commerzbank AG.

The **"Index Commencement Date"** is 30 November 2011.

The **"Initial Index Level"** shall be 50 index points.

**"NOWA"**: The NOWA (Norwegian Overnight Weighted Average) rate is an overnight rate which is determined by the Norwegian Central Bank Norges Bank and which is computed as the weighted average of all unsecured overnight lending transactions in the interbank market. All NOWA panel banks contribute to the determination of NOWA.

The **"Official Index Closing Level"** shall be determined by the Index Calculation Agent for each Index Calculation Day in accordance with the index calculation formula (see clause 3. Index Calculation) based on the closing price of the share determined on the Relevant Exchange and the fixing of the NOWA rate. If no closing price is determined for the share on an Index Calculation Day, the value of the Index as last calculated on that Index Calculation Day shall be used as the Official Index Closing Level.

The **"Relevant Exchange"** shall be the relevant exchange referred to in clause 8 below.

**"REPO"**: The REPO rate states the costs of a repurchase agreement in relation to securities transactions resulting from the short position (leverage component) and the relevant share of the index strategy. The initial REPO rate shall be the initial REPO rate stated in clause 8 below.

The Index Calculation Agent is entitled to adjust the REPO rate on each REPO Adjustment Date in its reasonable discretion (§ 315 German Civil Code (*BGB*)) in such a way that it corresponds to the current market conditions and apply the adjusted rate from that time onwards. Any such adjustment shall be published as described in "4. Index Publication".

The **"REPO Adjustment Date"** shall be the last Index Calculation Day in each month, starting from December 2011.

### 3. Index Calculation

The Index will initially be calculated on the Index Commencement Date. On the Index Commencement Date, the initial level of the Index will be 50 index points.

From the time at which the first price of the share is determined on the **Index Commencement Date**, the Index Calculation Agent shall calculate the level (price) of the Index on each Index Calculation Day. In that context, 1 index point corresponds to NOK 1.00. Calculation takes place on the basis of the following formula:

$$\text{Index}_t = \underbrace{\text{Index}_T \times \left( -3 \times \frac{\text{Share}_t}{\text{Share}_T} + 4 \right)}_{\text{LEVERAGE COMPONENT}} + \underbrace{\text{Index}_T \times \left( \frac{4 \times \text{NOWA}_T - 3 \times \text{REPO}_t - \text{IF}}{360} \right) \times d}_{\text{INTEREST COMPONENT}}$$

If the Index Calculation Day  $t$  is an Ex-Dividend Day, the Index for that Index Calculation Day shall, in deviation from the above formula, be calculated as follows:

$$\text{Index}_t = \underbrace{\text{Index}_T \times \left( -3 \times \frac{\text{Share}_t + \text{DIV}_t}{\text{Share}_T} + 4 \right)}_{\text{LEVERAGE COMPONENT}} + \underbrace{\text{Index}_T \times \left( \frac{4 \times \text{NOWA}_T - 3 \times \text{REPO}_t - \text{IF}}{360} \right) \times d}_{\text{INTEREST COMPONENT}}$$

$\text{Index}_t$  = Index level at the calculation time  $t$

$\text{Index}_T$  = the Official Index Closing Level as determined on the Index Calculation Day immediately preceding the current Index Calculation Day

$\text{Share}_t$  = share price at the calculation time  $t$

$Share_T$	=	the closing price of the share as determined by the Relevant Exchange on the Index Calculation Day immediately preceding the current Index Calculation Day
$NOWA_T$	=	the NOWA rate as determined and published on the Index Business Day immediately preceding the current Index Calculation Day
$REPO$	=	the REPO rate applicable at the calculation time t
$IF$	=	The Index Fee is the index fee stated in clause 6.
$d$	=	number of calendar days between two Index Calculation Days
$DIV_t$	=	Dividend Correction Amount for the Index Calculation Day t

#### 4. Index Publication

The Index will be continually calculated on each Index Calculation Day rounded to two decimal places and published on the Issuer's website ([www.warrants.commerzbank.com](http://www.warrants.commerzbank.com)).

#### 5. Extraordinary Index Adjustment

$$Share Price_t > 1,3 \times Share Price_T$$

If the share price, at a calculation time t, increases by more than 30 percent compared to the last closing price of the share determined by the Relevant Exchange, an Index Adjustment shall take place during that day by simulating a new day.

$$\begin{aligned} t &= T \text{ (i.e. } new\_SharePrice_T = old\_SharePrice_T \times 1.3 \text{ and } Index_T = Index_t) \\ d &= 0 \end{aligned}$$

At the time of adjustment, the immediately preceding closing price of the share ( $Share Price_T$ ), multiplied by 1.3, shall be used as the  $Share Price_t$  for the calculation of the  $Index_t$ . The interest component shall remain unchanged. No additional interest or costs shall be charged for the new day.

#### 6. Index Fee

The Index Fee will be levied on each calendar day starting on the Index Commencement Day, and will be calculated as the product of **0.7% per annum** (on the basis of a year comprising 360 days) and the relevant Official Index Closing Level, i.e. **0.001944%** of the Index Level per calendar day. If a calendar day is not an Index Calculation Day, the last calculated Official Index Closing Level will be used.

#### 7. Changes to the Calculation of the Index

##### a) Extraordinary Changes to the Calculation of the Index

If an Adjustment Event (as defined below) occurs with regard to the share underlying the Index, the Index Calculation Agent shall calculate the Index in accordance with the following formula for the Index Calculation Day t, on which the share price reflects the Adjustment Event for the first time (Ex Day):

$$\text{Index}_t = \underbrace{\text{Index}_T \times \left( -3 \times \frac{\text{CorrectionShare}_t}{\text{Share}_T} + 4 \right)}_{\text{LEVERAGE COMPONENT}} + \underbrace{\text{Index}_T \times \left( \frac{4 \times \text{NOWA}_T - 3 \times \text{REPO}_t - \text{IF}}{360} \right)}_{\text{INTEREST COMPONENT}} \times d$$

In that regard, the Index Calculation Agent, using its reasonable discretion (§ 315 German Civil Code (*BGB*)), shall correct the price of the share (Correction Share<sub>t</sub>) on the Index Calculation Day *t* in such a way that the leverage component will, as far as possible, be calculated as if no Adjustment Event had occurred.

An "**Index Adjustment Event**" is defined as:

- (i) capital increases through the issuance of new shares against contributions with the simultaneous granting of a subscription right, capital increases from company funds, the issuance of securities with option or conversion rights in relation to shares, distributions of special dividends or share splits;
- (ii) spin-off of a business unit of the company in such a way that a new independent company is formed or the business unit becomes part of a third company.

If the shares cease to be traded with final effect on the Relevant Exchange because of a merger by inclusion or new formation, the share will be replaced by the share and/or other rights in the receiving or newly formed company, and the Share<sub>T</sub> will be adjusted from that time onwards. In addition, the Relevant Exchange and the relevant price for the receiving or newly formed company will be determined.

If the company having issued the share underlying the Index is liquidated or if bankruptcy, composition or similar proceedings are instituted with regard to its assets, or if the possibility of such proceedings being instituted becomes known, the price of the share in the relevant company will be taken into account in the calculation of the Index for as long as the price of the relevant share is determined by the Relevant Exchange. If, however, the determination of that price is suspended with temporary or final effect, the leverage component remains unchanged and the Index Level will be determined solely on the basis of the interest component.

In the case of any events other than those described above whose effects are similar in commercial terms to those of the aforementioned events, the rules set out in the above paragraphs are to be applied accordingly.

## **b) General Changes to the Calculation of the Index**

The Index Calculation Agent determines the **Initial Index Level** and the Index Calculation Method. Although the Index Calculation Agent intends to apply the Index Calculation Method from the Index Commencement Date onwards, it cannot be ruled out that tax, regulatory, statutory, economic or other circumstances might apply that, in the opinion of the Index Calculation Agent, will necessitate changes with regard to the Index Calculation Method. In that case, the Index Calculation Agent may deviate from, or modify, the Index Calculation Method. Any deviations from the Index Calculation Method are subject to the provision that the general concept and, thus, the strategy pursued by the Index in particular are maintained. In the event of a change to the calculation method as detailed in the Index Calculation Method, the Index Calculation Agent will publish the relevant change in accordance with Clause 4.

## 8. Index table

For each Index the terms "Index", "Share", "Relevant Exchange" and "Initial REPO rate" shall have the following meanings:

<b>Index</b>	<b>Share</b>	<b>Relevant Exchange</b>	<b>Initial REPO rate p.a.</b> (on the basis of a year comprising 360 days)
BEAR DNB X3 CZ Index	DnB NOR (ISIN NO0010031479)	Oslo stock exchange (Oslo Børs ASA)	0.50%
BEAR ORKLA X3 CZ Index	Orkla (ISIN NO0003733800)	Oslo stock exchange (Oslo Børs ASA)	0.50%
BEAR TELEN X3 CZ Index	Telenor (ISIN NO0010063308)	Oslo stock exchange (Oslo Børs ASA)	0.50%
BEAR GOLDE X3 CZ Index	Golden Ocean (ISIN BMG4032A1045)	Oslo stock exchange (Oslo Børs ASA)	3.50%