

COMMERZBANK AKTIENGESELLSCHAFT
Frankfurt am Main

Final Terms
dated 9 January 2018

relating to

**Top Rank Structured Certificates
relating to Shares
(ISIN DE000CZ443K9)**

with respect to the

Base Prospectus
dated 16 October 2017

relating to

Structured Notes and Structured 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 Structured Notes and Structured Certificates of COMMERZBANK Aktiengesellschaft dated 16 October 2017 (the "Base Prospectus") and any supplements thereto.

The Base Prospectus and any supplements thereto are published in accordance with Article 14 of Directive 2003/71/EC in electronic form on the website of COMMERZBANK Aktiengesellschaft at <https://pb.commerzbank.com> under "Structured Products for private banks Public Offering in: Sweden", "Base Prospectus". 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 Structured Certificates both the Base Prospectus and these Final Terms must be read in conjunction.

All options marked in the Base Prospectus which refer to (i) Top Rank Structured Certificates and (ii) the underlying Shares.

The summary applicable to this issue of Structured Certificates (also the "Securities") is annexed to these Final Terms.

Information on the Underlying:	Information on the shares underlying the Certificates (the " Underlyings ", the " Shares ") is available on the website: www.nasdaqomxnordic.com ; www.nasdaq.com ; www.jpix.co.jp .
Offer and Sale:	COMMERZBANK issues on 9 January 2018 102 Top Rank Structured Certificates relating to Shares (the " Certificates ") at an initial issue price of EUR 1,600 per Certificate. The investor can purchase the Certificates at a fixed issue price. This fixed issue price contains all costs incurred by the Issuer relating to the issuance and the sale of the Certificates (e.g. distribution cost, structuring and hedging costs as well as the profit margin of COMMERZBANK).
Consent to the use of the Base Prospectus and the Final Terms:	- not applicable - The Issuer has not granted consent to use the Base Prospectus and the Final Terms for the subsequent resale or final placement of the Certificates by any financial intermediary.
Payment Date:	9 January 2018
Clearing number:	WKN: CZ443K ISIN: DE000CZ443K9
Issue Currency:	Euro (" EUR ")
Minimum Trading Size:	One Certificate
Listing:	Not applicable. The Certificates are not intended to be traded on any regulated market.

However, the Issuer intends to list the Certificates on the MTF market of the Nordic Derivatives Exchange Helsinki, which is not a regulated market for the purposes of directive 2004/39/EC, with effect from 9 January 2018.

The options marked in the following sections of the Base Prospectus shall apply:

**Applicable
Special Risks:**

In particular the following risk factors which are mentioned in the Base Prospectus are applicable:

Dependency of the redemption of the Certificates on the performance of several Underlyings – Top Rank Structured Certificates relating to several Underlyings

Worst Performing Underlying

Risks in relation to several Underlyings (correlation)

Participation in the performance of the Underlying(s)

Disruption event and postponement of payments

Underlying share

**Applicable
Functionality:**

The following parts of the Functionality of the Certificates which are mentioned in the Base Prospectus are applicable:

- not applicable -

Top Rank Structured Certificates relating to several Underlyings

**Applicable
Terms and Conditions:**

Terms and Conditions for Structured Certificates

Terms and Conditions

§ 1 FORM

1. The issue by COMMERZBANK Aktiengesellschaft, Frankfurt am Main, Federal Republic of Germany (the "**Issuer**") of structured certificates (the "**Certificates**") will be in dematerialised form and will only be evidenced by book entries in the system of Euroclear Finland Oy, PL 1110, Urho Kekkosen katu 5C, 00101 Helsinki, Finland ("**EFi**") for registration of securities and settlement of securities transactions (the "**Clearing System**") in accordance with the Finnish Act on Book-Entry System and Clearing Operations (16.6.2017/348), the Finnish Act on Book-Entry Accounts (17.5.1991/827) as amended and the regulations, rules and operating procedures applicable to and/or issued by EFi to the effect that there will be no certificated securities. The Certificates are issued in Euro ("**EUR**") (the "**Issue Currency**"). There will be neither global bearer securities nor definitive securities and no physical certificates will be issued with respect to the Certificates.
2. Registration requests relating to the Certificates shall be directed to an account operating institute.
3. Transfers of Certificates and other registration measures shall be made in accordance with the Finnish Act on the Book-Entry System and Clearing Operations (16.6.2017/348), the Finnish Act on Book-Entry Accounts (17.5.1991/827) as amended as well as the regulations, rules and operating procedures applicable to and/or issued by EFi. The Issuer and/or the Paying Agent are entitled to receive from EFi, at their request, a transcript of the register for the Certificates.
4. "**Certificateholder**" means any person that is registered in a book-entry account managed by the account operator as holder of a Certificate. For nominee registered Certificates the authorised custodial nominee account holder shall be considered to be the Certificateholder.

§ 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 event relating to the Share having a diluting or concentrative effect on the theoretical value of such Share.

"**Averaging Date**" means 22 June 2020, 21 July 2020, 21 August 2020, 21 September 2020, 21 October 2020, 23 November 2020 and 21 December 2020 (the "**Final Averaging Date**").

If on an Averaging Date the Reference Price of an Underlying is not determined and published or a Market Disruption Event occurs, then the next following Exchange Business Day which is not already an Averaging Date and on which the Reference Price of such Underlying is determined and published again and on which a Market Disruption Event does not occur will be deemed to be the relevant Averaging Date for such Underlying.

If according to the before-mentioned provisions the Final Averaging Date is postponed until the eighth Payment Business Day prior to the Maturity Date, and if also on such day the Reference Price of such Underlying is not determined and published or a Market Disruption Event occurs on such day, then such day shall be deemed to be the Final Averaging Date for such Underlying and the Issuer shall estimate the Reference Price of such Underlying in its reasonable discretion (*billiges Ermessen*) (§ 315 BGB) and in consideration of the prevailing market conditions on such day and make notification thereof in accordance with § 14.

"**Average Performance**" with respect to the Final Averaging Date means a decimal number calculated by applying the following formula:

$$AP = \frac{SP_{\text{WORST}} + X \times Y}{Z}$$

where:

AP = Average Performance

SP_{WORST} = Sum of the Performances of the 5 Worst Performing Underlyings

X = 0.43

Y = 3

Z = 8

"**BGB**" means the German Civil Code (*Bürgerliches Gesetzbuch*).

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

"**Exchange**" means the exchange or trading system as set out in relation to the relevant Share in the table in the definition of "Share" or any successor thereto.

"**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.

"**Exposure Amount**" means EUR 10,000.

"**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) that 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 that is economically equivalent to the before-mentioned events with regard to their effects.

"Futures Exchange" with respect to a Share means the exchange or trading system 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 BGB) and will make notification thereof in accordance with § 14.

"HKD" means Hong Kong dollar.

"Initial Price" with respect to an Underlying means the price specified in relation to the relevant Underlying in the table in the definition of "Share".

"JPY" means Japanese yen.

"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 BGB). The occurrence of a Market Disruption Event on an Averaging Date shall be published in accordance with § 14.

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 8 January 2021, subject to postponement in accordance with § 6 paragraph 3.

"Participation Factor" means 100%.

"Payment Business Day" means a day (other than a Saturday or a Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in Helsinki and 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 an Underlying and the Final Averaging Date means a decimal number calculated by applying the following formula:

$$P = \frac{\text{Underlying}_{i,\text{FINAL}}}{\text{Underlying}_{i,\text{INITIAL}}} - X$$

where:

P = Performance

Underlying_{i,FINAL} = Arithmetic mean of the Reference Prices of the relevant Underlying with respect to all Averaging Dates

Underlying_{i,INITIAL} = Initial Price of the relevant Underlying

X = 1

"**Reference Price**" with respect to a Share means 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:

<i>Company</i>	<i>Bloomberg ticker</i>	<i>ISIN</i>	<i>Exchange</i>	<i>Initial Price</i>
Activision Blizzard, Inc.	ATVI UQ Equity	US00507V1098	Nasdaq	USD 65.08
Apple, Inc.	AAPL UQ Equity	US0378331005	Nasdaq	USD 175.01
Electronic Arts, Inc.	EA UQ Equity	US2855121099	Nasdaq	USD 107.97
Microsoft Corporation	MSFT UQ Equity	US5949181045	Nasdaq	USD 85.50
Netease, Inc.	NTES UQ Equity	US64110W1027	Nasdaq	USD 371.36
Nintendo Company Ltd.	7974 JP Equity	JP3756600007	Tokyo	JPY 42,200.00
Sony Corporation	6758 JP Equity	JP3435000009	Tokyo	JPY 5,156.00
Tencent Holdings Ltd.	700 HK Equity	KYG875721634	Hong Kong	HKD 399.80

"**USD**" means United States dollar.

"**5 Worst Performing Underlying**" means the 5 Underlyings with the Performances. If the Issuer determines that there are more than 5 of such Underlyings, the Issuer shall decide in its reasonable discretion (*billiges Ermessen*) (§ 315 BGB) which of these Underlyings shall be the 5 Worst Performing Underlyings.

§ 3 ADDITIONAL AMOUNT

No additional amounts shall be payable under the Certificates.

§ 4 MATURITY

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

$$RA = EA \times PF \times \text{Max}(0; AP)$$

where:

RA = Redemption Amount per Certificate

EA = Exposure Amount

PF = Participation Factor

AP = Average Performance

§ 5 EARLY REDEMPTION

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. The Certificates shall not be terminated automatically and redeemed prior to the Maturity Date.

§ 6 PAYMENTS

1. All amounts payable under these Terms and Conditions will be rounded to the nearest EUR 0.01 (EUR 0.005 will be rounded up).
2. 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.
3. 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.
4. All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives and subject to the provisions contained in § 10.

§ 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 adequately account for the economic effect of the Adjustment Event or the Extraordinary Event on the Certificates and to preserve, in essence, the economic profile that the Certificates had 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 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 replacement of the Share by another share 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 the determination of another stock exchange 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 provisions of the Terms and Conditions that are required to fully reflect the consequences of the Replacement.
3. Adjustments should 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 foregoing sentence. The Issuer shall decide in its reasonable discretion (*billiges Ermessen*) (§ 315 BGB) whether this is the case.
 - (b) In particular, 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 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, in essence, the economic profile that the Certificates had prior to the occurrence of the Adjustment Event or the Extraordinary Event and to adequately take into account the economic effect thereof on the price of the Share; the Issuer shall decide in its reasonable discretion (*billiges Ermessen*) (§ 315 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 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 BGB) to preserve, in essence, the economic profile that the Certificates had prior to the occurrence of the Adjustment Event or the Extraordinary Event and to adequately take into account 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 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 § 14.
7. Any Adjustment in accordance with this § 7 does not preclude a subsequent 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 freely elect to terminate the Certificates prematurely instead of making an Adjustment. In the case that an Adjustment would not be sufficient to preserve, in essence, the economic profile that the Certificates had prior to the occurrence of the Extraordinary Event, the Issuer shall terminate the Certificates prematurely; the Issuer shall decide in its reasonable discretion (*billiges Ermessen*) (§ 315 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. If the Issuer and/or its Affiliates are, even following economically reasonable efforts, not in the position (i) to enter, re-enter, replace, maintain, liquidate, acquire or dispose of any Hedging Transactions or (ii) to realize, regain or transfer the proceeds resulting from such Hedging Transactions (the "**Hedging Disruption**"), the Issuer may freely elect to terminate the Certificates prematurely. The Issuer shall decide in its reasonable discretion (*billiges Ermessen*) (§ 315 BGB) whether a Hedging Disruption has occurred.

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 any index component 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 BGB) whether a Change in Law has occurred.

3. Any extraordinary termination of the Certificates shall be notified by the Issuer in accordance with § 14 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 minus any expenses actually incurred by the Issuer under transactions that were required for winding up the Hedging Transactions (the "**Extraordinary Termination Amount**"). The Issuer shall calculate the Extraordinary Termination Amount in its reasonable discretion (*billiges Ermessen*) (§ 315 BGB) by taking into account prevailing market conditions and any proceeds realised by the Issuer and/or any of its affiliates (within the meaning of § 290 paragraph 2 German Commercial Code (*HGB*), the "**Affiliates**") in connection with transactions or investments concluded by it in its reasonable commercial discretion (*vernünftiges kaufmännisches Ermessen*) for hedging purposes in relation to the assumption and fulfilment of its obligations under the Certificates (the "**Hedging Transactions**").
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

FURTHER ISSUES OF CERTIFICATES; REPURCHASE OF CERTIFICATES

1. 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. 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, resold or surrendered to the Paying Agent for cancellation.

§ 10

TAXES

Payments in respect of the Certificates shall only be made after (i) deduction and withholding of current or future taxes, levies or governmental charges, regardless of their nature, which are imposed, levied or collected (the "**Taxes**") under any applicable system of law or in any country which claims fiscal jurisdiction by or for the account of any political subdivision thereof or government agency therein authorised to levy Taxes, to the extent that such deduction or withholding is required by law and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto. The Issuer shall report on the deducted or withheld Taxes to the competent government agencies.

§ 11

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).

§ 12

PAYING AGENT

1. Skandinaviska Enskilda Banken AB (publ), a banking institution incorporated under the laws of Sweden, whose corporate seat and registered office is at Kungsträdgårdsgatan 8, SE-106 40

Stockholm, Sweden, acting through SEB's Helsinki Branch having its office at Unioninkatu 30, FIN-00100 Helsinki, Finland, 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 § 14.
3. The Paying Agent is hereby granted exemption from the restrictions of § 181 BGB and any similar restrictions of the applicable laws of any other country.

§ 13 SUBSTITUTION OF THE ISSUER

1. Any other company may assume at any time during the lifetime 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 § 14.

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 § 13, 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; and
 - (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 § 13 shall apply again.

§ 14 NOTICES

Notices relating to the Certificates shall be published in the Federal Gazette (*Bundesanzeiger*) and become effective vis-à-vis the Certificateholders through such publication unless the notice provides for a later effective date. 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.

Other publications with regard to the Certificates are published on the website of the Issuer www.commerzbank.com (or any successor website).

§ 15
**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.
2. The period for presentation of the Certificates (§ 801 paragraph 1, sentence 1 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.

§ 16
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 § 1 paragraph 1 - 3 of the Terms and Conditions which shall be governed by the laws of the relevant jurisdiction of the Clearing System.
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 § 14. 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 § 14. 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 § 14 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) and (ii) the weighted average (as determined by the Issuer in its reasonable discretion (*billiges Ermessen*) (§ 315 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 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 § 14.
6. If a 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, such 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.

ADDITIONAL INFORMATION

Country(ies) where the offer takes place (Non-exempt offer): Republic of Finland

Country(ies) where admission to trading on the regulated market(s) is being sought: - not applicable -

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 -'.

Section A – Introduction and Warnings

Element	Description of Element	Disclosure requirement
A.1	Warnings	<p>This summary should be read as an introduction to the base prospectus (the "Base Prospectus") and the relevant final terms (the "Final Terms") containing the relevant terms and conditions (the "Terms and Conditions"). Investors should base any decision to invest in the securities issued under the Base Prospectus (the "Securities" or "Certificates") in consideration of the Base Prospectus as a whole and the relevant Final Terms.</p> <p>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.</p> <p>Civil liability attaches to those persons who are responsible for the drawing up of 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.</p>
A.2	Consent to the use of the Prospectus	<p>- not applicable -</p> <p>The Issuer has not granted consent to use the Base Prospectus and the Final Terms for the subsequent resale or final placement of the Securities by any financial intermediary.</p>

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 "), the commercial name is COMMERZBANK.
B.2	Domicile / Legal Form / Legislation / Country of Incorporation	The Bank's domicile 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 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 the Group in the past, and it can be assumed that further materially adverse effects for the Group can also occur 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 COMMERZBANK Group. 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 annual financial statements and management report for the 2016 financial year as well as on the consolidated financial statements and management reports for the 2015 and 2016 financial years.
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 2015 and 2016 as well as from the consolidated interim financial statements as of 30 September 2017 (reviewed):

<i>Balance Sheet (€ m)</i>	<u>31 December</u>		<u>31 December</u>	<u>30 September</u>
	<u>2015^{*)}</u>	<u>2016</u>	<u>2016^{**)}</u>	<u>2017</u>
Total assets	532,701	480,450 ^{**)}	480,450 ^{**)}	489,905
Equity	30,125	29,640 ^{**)}	29,640 ^{**)}	29,727

<i>Income Statement (€ m)</i>	<u>January – December</u>		<u>January – September</u>	
	<u>2015^{*)}</u>	<u>2016</u>	<u>2016^{**)}</u>	<u>2017</u>
Pre-tax profit or loss.....	1,828	643	338	337
Consolidated profit or loss ^{****)}	1,084	279	96	66

*) Figures in 2015 restated due to a change in reporting plus other restatements.

**) Equity and total assets as of 31 December 2016 were retrospectively adjusted due to restatements and are reported at EUR 29,618 million (equity) and EUR 480,436 million (total

assets) in the unaudited consolidated interim financial statements as of 30 September 2017.
 ***) Figures in 2016 adjusted due to restatements.
 ****) Insofar as attributable to COMMERZBANK shareholders.

	No material adverse change in the prospects of the Issuer, Significant changes in the financial position	<p>There has been no material adverse change in the prospects of COMMERZBANK Group since 31 December 2016.</p> <p>- not applicable -</p> <p>There has been no significant change in the financial position of COMMERZBANK Group since 30 September 2017.</p>
B.13	Recent events which are to a material extent relevant to the Issuer's solvency	<p>- not applicable -</p> <p>There are no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency.</p>
B.14	Dependence of the Issuer upon other entities within the group	<p>- not applicable -</p> <p>As stated under element B.5, COMMERZBANK is the parent company of COMMERZBANK Group and is not dependent upon other entities within COMMERZBANK Group.</p>
B.15	Issuer's principal activities	<p>COMMERZBANK offers a comprehensive portfolio of banking and capital markets services. Alongside its business in Germany, the Bank is also active internationally through its subsidiaries, branches and investments. The focus of its international activities lies in Poland and on the goal of providing comprehensive services to German companies in Western Europe, Central and Eastern Europe and Asia.</p> <p>The COMMERZBANK Group is divided into the three operating segments Private and Small-Business Customers, Corporate Clients and Asset & Capital Recovery (ACR) as well as in the Others and Consolidation division. Its business is focussed on two customer segments, Private and Small-Business Customers and Corporate Clients.</p>
B.16	Controlling parties	<p>- not applicable -</p> <p>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 (<i>Wertpapiererwerbs- und Übernahmegesetz</i>).</p>

Section C – Securities

Element	Description of Element	Disclosure requirement
C.1	Type and class of the securities / Security identification number	<p><u>Type/Form of securities</u></p> <p>Top Rank Structured Certificates relating to Shares (the "Certificates" or "Securities")</p> <p>The Securities are issued in registered dematerialised form.</p> <p><u>Security Identification number(s) of securities</u></p> <p>WKN: CZ443K ISIN: DE000CZ443K9</p>
C.2	Currency of the securities	The Securities are issued in euro (" EUR ") (the " Issue Currency ").
C.5	Restrictions on the free transferability of the securities	<p>– not applicable –</p> <p>The Securities are freely transferable.</p>
C.8	Rights attached to the securities (including ranking of the securities and limitations to those rights)	<p><u>Governing law of the securities</u></p> <p>The Securities are governed by, and construed in accordance with German law. The constituting of the Securities may be governed by the laws of the jurisdiction of the Clearing System as set out in the respective Final Terms.</p> <p><u>Rights attached to the securities</u></p> <p><i>Repayment</i></p> <p>The holder of the Securities will receive on the Maturity Date the Redemption Amount.</p> <p>During the term of the Securities the investor will not receive dividend payments of the company issuing the Shares underlying the Securities.</p> <p><i>Adjustments and extraordinary termination</i></p> <p>Subject to particular circumstances, the Issuer may be entitled to perform certain adjustments. Apart from this, the Issuer may be entitled to extraordinarily terminate the Securities prematurely or the Securities may be redeemed early if a particular event occurs.</p> <p><u>Ranking of the securities</u></p> <p>The obligations under the Securities constitute direct, unconditional and unsecured (<i>nicht dinglich besichert</i>) obligations of the Issuer and, unless otherwise provided by applicable law, rank at least pari passu with all other unsubordinated and unsecured (<i>nicht dinglich besichert</i>) obligations of the Issuer.</p>

Limitation of Liability

The Issuer shall be held responsible for acting or failing to act in connection with the Securities only if, and insofar as, it either breaches material obligations under the Securities negligently or wilfully or breaches other obligations with gross negligence or wilfully.

Presentation Periods and Prescription

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

C.11	Admission to listing and trading on a regulated market or equivalent market	- not applicable - The Securities are not intended to be listed and traded on any regulated market.
C.15	Influence of the Underlying on the value of the securities	The redemption of the Securities on the Maturity Date depends on the performance of the Underlying(s). <u>In detail:</u> On the Maturity Date the Redemption Amount per Certificate shall be equal to (a) the Exposure Amount multiplied by (b) the Participation Factor and (c) the higher of (x) 0 (zero) or (y) the Average Performance
C.16	Maturity Date	8 January 2021
	Valuation Date	21 December 2020 (the " Final Averaging Date ")
C.17	Description of the settlement procedure for the securities	The Securities sold will be delivered on 9 January 2018 in accordance with applicable local market practice via the Clearing System.
C.18	Delivery procedure	All amounts payable under the Securities shall be paid to the Paying Agent for transfer to the Clearing System or pursuant to the Clearing System's instructions for credit to the relevant accountholders on the dates stated in the Terms and Conditions. Payment to the Clearing System or pursuant to the Clearing System's instructions shall release the Issuer from its payment obligations under the Securities in the amount of such payment.
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 Averaging Date.
C.20	Type of the Underlying and details, where information on the Underlying can be obtained	The assets underlying the Securities are the following Shares (each an " Underlying ", collectively, " Underlyings "):

Company	Bloomberg ticker	ISIN	Exchange
Activision Blizzard, Inc.	ATVI UQ Equity	US00507V1098	Nasdaq
Apple, Inc.	AAPL UQ Equity	US0378331005	Nasdaq
Electronic Arts, Inc.	EA UQ Equity	US2855121099	Nasdaq
Microsoft Corporation	MSFT UQ Equity	US5949181045	Nasdaq
Netease, Inc.	NTES UQ Equity	US64110W1027	Nasdaq
Nintendo Company Ltd.	7974 JP Equity	JP3756600007	Tokyo
Sony Corporation	6758 JP Equity	JP3435000009	Tokyo
Tencent Holdings Ltd.	700 HK Equity	KYG875721634	Hong Kong

Information on the Shares and the respective Companies is available free of charge on the internet page of the exchange on which the Shares are listed (i.e. www.nasdaqomxnordic.com; www.nasdaq.com; www.jpx.co.jp).

Section D – Risks

The purchase of Securities is associated with certain risks. The Issuer expressly points out that the description of the risks associated with an investment in the Securities 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	<p>The Securities 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 redemption amount or any other payments to be made under the Securities.</p>

Furthermore, COMMERZBANK is subject to various risks within its business activities. Such risks comprise in particular the following types of risks:

Global Financial Crisis and Sovereign Debt Crisis

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 as well, 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 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 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, ships directly owned, directly-owned real estate and 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 Risks

The Group is exposed to a large number of different market risks such as market price risks in relation to the valuation of equities and 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 its strategy, 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 desired strategic objectives.

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 applicable rules, laws or 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. The Bank's operational systems are subject to an increasing risk of cyber attacks and other internet crime, which could result in losses of customer information, damage the Bank's reputation and lead to regulatory proceedings and financial losses.

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, charges such as the bank levy, a possible financial transaction tax, the separation of proprietary trading from 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. The outcome of such proceedings as well as regulatory, supervisory and judicial proceedings may have material adverse effects on the Group that go beyond the claims asserted in each case.

D.6 Key information on the key risks that are specific to the securities

No secondary market immediately prior to final maturity

The market maker and/or the exchange will cease trading in the Securities shortly before their scheduled Maturity Date. However, between the last trading day and the relevant valuation date, the price of the Underlying(s) and/or the exchange rate, both of which may be relevant for the Securities may still change. This may be to the investor's disadvantage.

In addition, there is a risk that a barrier stipulated in the Terms and Conditions is reached, exceeded or breached in another way for the first time prior to termination after secondary trading has already ended.

Securities are unsecured obligations (Status)

The Securities 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 can not or only partially fulfil the attainments due under the Securities. 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. However, Estonia has since stated that it will not participate. The proposed financial transactions tax could apply to certain dealings in the Securities (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 Securities.

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

In the case that 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, the terms of the Securities may be varied (e.g. the variation of their maturity), and claims for payment of principal, interest or other amounts under the Securities may become 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 ("**Regulatory Bail-in**").

Further, the EU Regulation establishing a Single Resolution Mechanism ("**SRM Regulation**") contains provisions relating to resolution planning, early intervention, resolution actions and resolution instruments. 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 Single Resolution Board – which will take all relevant decisions for banks being part of the Banking Union.

The proposal for a mandatory separation of certain banking activities adopted by the European Commission on 29 January 2014 prohibits proprietary trading and provides for the mandatory separation of trading and investment banking activities. Should a mandatory separation be imposed, additional costs cannot be 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 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 (iii) 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".

U.S. Hiring Incentives to Restore Employment Act Withholding

The Issuer or any withholding agent may be required to withhold tax at a rate of up to 30% on U.S. "dividend equivalent amounts" that are paid or "deemed paid" under certain financial instruments issued after 31 December 2016, if certain conditions are met.

Impact of a downgrading of the credit rating

The value of the Securities 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 Securities.

Extraordinary termination, early redemption and adjustment rights

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

Disruption event

The Issuer is entitled to determine disruption events (e.g. market disruption events) that might result in a postponement of a calculation and/or of any attainments under the Securities and that might affect the value of the Securities. 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 set out in the Terms and Conditions are met, the Issuer is entitled at any time, without the consent of the holders of the Securities, to appoint another company as the new Issuer with regard to all obligations arising out of or in connection with the Securities in its place. In that case, the holder of the Securities will generally also assume the insolvency risk with regard to the new Issuer.

Risk factors relating to the Underlying

The Securities 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 Securities.

Risk relating to an automatic early redemption

Under certain circumstances as set forth in the relevant Final Terms, the Securities may be redeemed early if certain conditions are met, which may adversely affect the economics of the Securities for the investor. The automatic early redemption of the Securities and the relevant Automatic Early Redemption Amount to be paid on the relevant Automatic Early Redemption Date depend on the performance of the Underlying(s). If the Securities have an FX Exposure, the Automatic Early Redemption Amount of the Securities may not only depend on the performance of the Underlying(s), but also on the development of the Conversion Rate.

Risk at maturity:

The redemption of the Securities on the Maturity Date depends on the performance of the Underlying(s). If the Securities have an FX exposure, the Redemption Amount of the Securities and any additional amount payable under the Securities may not only depend on the performance of the Underlying(s), but also on the performance of the Conversion Rate.

A Redemption Amount will only be paid in the case that the Average Performance is greater than 0 (zero). If the Average Performance is equal to or less than 0 (zero), there will be no Redemption Amount payable at all. **In such case, the investor will lose the total amount of the invested capital.**

Risks if the investor intends to sell or must sell the Securities during their term:

Market value risk:

The achievable sale price could be significantly lower than the purchase price paid by the investor.

The market value of the Securities mainly depends on the performance of the Underlying(s). In particular, the following factors may have an adverse effect on the market price of the Securities:

- Changes in the expected intensity of the fluctuation of the Underlying(s) (volatility)
- Remaining term of the Securities
- Interest rate development
- Development of the dividends of the Share(s)

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

Trading risk:

The Issuer is neither obliged to provide purchase and sale prices for the Securities on a continuous basis on (i) the exchanges on which the Securities may be listed or (ii) an over the counter (OTC) basis nor to buy back any Securities. 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 Securities 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 issues on 9 January 2018 102 Securities at an initial issue price of EUR 1,600 per Security.
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 Securities (e.g. in connection with the determination or adaptation of parameters of the terms and conditions), which affect the amounts payable: <ul style="list-style-type: none"> - execution of transactions in the Underlying(s) - issuance of additional derivative instruments with regard to the Underlying(s) - business relationship with the Issuer of the Underlying(s) - possession of material (including non-public) information about the Underlying(s) - acting as Market Maker
E.7	Estimated expenses charged to the investor by the issuer or the offeror	The investor can usually purchase the Securities at a fixed issue price. This fixed issue price contains all cost of the Issuer relating to the issuance and the sales of the Securities (e.g. cost of distribution, structuring and hedging as well as the profit margin of COMMERZBANK).

TIIVISTELMÄ

Tiivistelmät koostuvat julkistamisvaatimuksista, joita kutsutaan ”**osatekijöiksi**” (Elements). Nämä osatekijät on numeroitu osissa A–E (A.1–E.7).

Tämä tiivistelmä sisältää kaikki tämän arvopaperi- ja liikkeeseenlaskijatyypin tiivistelmältä vaadittavat osatekijät. Osatekijöiden numeroinnista saattaa puuttua joitakin numeroita sellaisten elementtien kohdalla, jotka eivät ole pakollisia.

Vaikka jokin osatekijä olisi pakollinen tietyn arvopaperi- ja liikkeeseenlaskijatyypin kohdalla, siitä ei välttämättä voida antaa merkityksellisiä tietoja. Tällaisessa tapauksessa tiivistelmässä on esitetty osatekijän lyhyt kuvaus ja maininta ”- ei sovellu -”.

Osa A – Johdanto ja varoitukset

Osa-tekijä	Osatekijän kuvaus	Julkistamisvaatimus
A.1	Varoituksia	<p>Tämä tiivistelmä on luettava johdantona ohjelmaesitteelle (Base Prospectus) ja sovellettaville lopullisille ehdoilla (Final Terms), jotka sisältävät arvopaperien ehdot. Tämän ohjelmaesitteen mukaisesti liikkeeseenlaskettavia arvopapereita (”arvopaperit”, Securities tai ”sertifikaatit”, Certificates) koskevaa sijoituspäätöstä tehdessään sijoittajien tulee ottaa huomioon ohjelmaesite kokonaisuudessaan sekä sovellettavat lopulliset ehdot.</p> <p>Mikäli tämän ohjelmaesitteen sisältämiin tietoihin liittyvä kanne tulee käsiteltäväksi Euroopan talousalueen jäsenvaltion tuomioistuimessa, kanteen nostanut sijoittaja saattaa kyseisen jäsenmaan kansallisen lainsäädännön mukaan olla velvollinen käännättämään ohjelmaesitteen ja lopulliset ehdot omalla kustannuksellaan ennen tuomioistuinkäsittelyn alkua.</p> <p>Siviilioikeudellinen vastuu on henkilöillä, jotka ovat vastuussa tiivistelmän (sen käännös mukaan luettuna) laatimisesta, mutta vain siinä tapauksessa, että tiivistelmä on harhaanjohtava, epätarkka tai epäjohdonmukainen ohjelmaesitteen muihin osiin verrattuna tai että se ei yhdessä ohjelmaesitteen muiden osien kanssa anna kaikkia tarvittavia avaintietoja.</p>
A.2	Suostumus ohjelmaesitteen käyttöön	<p>- ei sovellu -</p> <p>Liikkeeseenlaskija (Issuer) ei ole antanut suostumusta siihen, että jokin rahoitusvälittäjä käyttää ohjelmaesitettä ja lopullisia ehtoja myöhemmässä jälleenmyynnissä tai arvopaperien lopullisessa sijoittamisessa.</p>

Osa B – Liikkeeseenlaskija

Osa-tekijä	Osatekijän kuvaus	Julkistamisvaatimus
B.1	Liikkeeseenlaskijan virallinen nimi ja kaupallinen nimi	Pankin virallinen nimi on COMMERZBANK Aktiengesellschaft ("liikkeeseenlaskija" (Issuer), "pankki" (Bank) tai "COMMERZBANK", yhdessä konsolidoitujen tytäryhtiöidensä kanssa "COMMERZBANK Group" tai "konserni" (Group)), kaupallinen nimi on COMMERZBANK.
B.2	Kotipaikka/ yhtiömuoto/ lainsäädäntö/ perustamismaa	Pankin kotipaikka on Frankfurt am Mainissa, Saksan liittotasavallassa. COMMERZBANK on Saksan liittotasavallassa Saksan lain mukaan perustettu ja toimiva osakeyhtiö.
B.4b	Liikkeeseenlaskijaan ja sen toimialoihin vaikuttavia tiedossa olevia kehityssuuntia	Maailman talouskriisi ja erityisesti euroalueen valtionvelkakriisi ovat aiemmin aiheuttaneet huomattavia paineita konsernin nettovarallisuudelle, rahoitusasemalle ja liiketoiminnan tulokselle, ja voidaan olettaa, että tulevaisuudessa voi esiintyä uusia olennaisia konserniin kohdistuvia haittavaikutuksia, etenkin jos kriisi kärjistyy uudelleen.
B.5	Organisaatio-rakenne	COMMERZBANK on COMMERZBANK-konsernin emoyhtiö. COMMERZBANK-konsernilla on suoria ja epäsuoria osakeomistuksia useissa yhtiöissä.
B.9	Voittoennusteet tai -arviot	- ei sovellu - Liikkeeseenlaskija ei esitä voittoennusteita tai -arvioita.
B.10	Huomautukset edellisiltä tilikausilta annetuissa tilintarkastuskertomuksissa	- ei sovellu - Tilikauden 2016 tilinpäätöksestä ja toimintakertomuksesta sekä tilikausien 2015 ja 2016 konsolidoiduista tilinpäätöksistä ja toimintakertomuksista on annettu tilintarkastuskertomukset, joissa ei ole huomautuksia.
B.12	Valikoituja keskeisiä tilinpäätös-tietoja	Seuraavassa taulukossa esitetään COMMERZBANK Groupin valikoituja keskeisiä tilinpäätöstietoja, jotka perustuvat IFRS-normien mukaan laadittuihin, tilintarkastettuihin konsolidoituihin tilinpäätöksiin 31. joulukuuta 2015 ja 2016 sekä konsolidoituun osavuosikatsaukseen 30. syyskuuta 2017 (tilintarkastamaton):

<u>Tase (€m)</u>	<u>31.12.2015^{*)}</u>	<u>31.12.2016</u>	<u>30.9.2017</u>
Varat yhteensä	532.701	480.450 ^{**)}	489.905
Oma pääoma.....	30.125	29.640 ^{**)}	29.727

<u>Tuloslaskelma (€m)</u>	<u>tammikuu - joulukuu</u>		<u>tammikuu - syyskuu</u>	
	<u>2015^{*)}</u>	<u>2016</u>	<u>2016^{**)}</u>	<u>2017</u>
Voitto tai tappio ennen veroja	1.828	643	338	337
Konsolidoitu voitto tai tappio ^{****)}	1.084	279	96	66

*) Vuoden 2015 luvut oikaistu raportointimuutoksen ja muiden oikaisujen johdosta.

**) Tilintarkastamattomassa konsolidoidussa osavuosikatsauksessa 30.9.2017 oman

pääoman määrää ja yhteenlaskettujen varojen määrää 31.12.2016 muutettiin takautuvasti oikaisujen johdosta ja niiden määriksi ilmoitettiin 29.618 miljoonaa euroa (oma pääoma) ja 480.436 miljoonaa euroa (varat yhteensä).

***) Vuoden 2016 luvut muutettu oikaisujen johdosta.

****) Siinä määrin kuin jakokelpoista COMMERZBANKin osakkeenomistajille.

	Ei merkittävää haitallista muutosta liikkeeseen-laskijan tulevaisuuden-näkymissä, Merkittävät muutokset rahoitusasemassa	<p>COMMERZBANK Groupin taloudellisissa näkymissä ei ole ollut haitallista muutosta 31.12.2016 jälkeen.</p> <p>- ei sovellu -</p> <p>COMMERZBANK Groupin rahoitusasemassa ei ole tapahtunut olennaisia muutoksia 30.9.2017 jälkeen.</p>
B.13	Liikkeeseen-laskijan maksukykyyn olennaisesti vaikuttavat viimeaikaiset tapahtumat	<p>- ei sovellu -</p> <p>Viime aikoina ei ole esiintynyt liikkeeseenlaskijaan liittyviä tapahtumia, joka vaikuttaisi olennaisesti liikkeeseenlaskijan maksukykyyn arviointiin.</p>
B.14	Liikkeeseen-laskijan riippuvuus muista konsernin yhtiöistä	<p>- ei sovellu -</p> <p>Kuten osatekijässä B.5 mainitaan, COMMERZBANK on COMMERZBANK Groupin emoyhtiö eikä se ole riippuvainen muista COMMERZBANK Groupin yhtiöistä.</p>
B.15	Liikkeeseen-laskijan pääasialliset toiminnot ja pääasialliset markkinat	<p>COMMERZBANK tarjoaa kattavan portfolion pankki- ja pääomamarkkinapalveluja. Saksan liiketoimintojen ohella pankki toimii kansainvälisesti tytäryhtiöiden, sivuliikkeiden ja sijoitusten kautta. Pankin kansainvälisten toimintojen painopiste on Puolassa ja päämääränä kattavien palvelujen tarjoaminen saksalaisille yrityksille Länsi-Euroopassa, Keski-Euroopassa, ja Itä-Euroopassa sekä Aasiassa.</p> <p>COMMERZBANK Group on tällä hetkellä jaettu kolmeen liiketoimintasegmenttiin Private and Small Business Customers, Corporate Clients ja Asset & Capital Recovery (ACR) sekä Others and Consolidation -divisioonaan. Sen liiketoiminta on keskittynyt kahteen asiakassegmenttiin, Private and Small Business Customers sekä Corporate Clients.</p>
B.16	Hallinta-osapuolet	<p>- ei sovellu -</p> <p>COMMERZBANKin hallintaa ei ole luovutettu muulle yhtiölle tai henkilölle esimerkiksi hallintasopimuksen (<i>domination agreement</i>) perusteella, eikä se ole muun yhtiön tai henkilön hallinnassa Saksan arvopaperien ostoa ja sen kautta tapahtuvia valtauksia koskevassa laissa (<i>Wertpapiererwerbs- und Übernahmegesetz</i>) tarkoitetulla tavalla.</p>

Osa C – Arvopaperit

Osa-tekijä	Osatekijän kuvaus	Julkistamisvaatimus
C.1	Arvopapereiden tyyppi ja luokka / tunnistenumero	<p><u>Arvopapereiden tyyppi/muoto</u></p> <p>Top Rank strukturoituja velkakirjoja, jotka ovat sidoksissa osakkeisiin (Shares) ("sertifikaatit", Certificates tai "arvopaperit", Securities).</p> <p>Arvopaperit lasketaan liikkeeseen rekisteröityinä arvo-osuusmuotoisina.</p> <p><u>Arvopapereiden tunnistenumero(t)</u></p> <p>WKN-koodi CZ443K</p> <p>ISIN-koodi DE000CZ443K9</p>
C.2	Arvopapereiden valuutta	Arvopaperit lasketaan liikkeeseen euromääräisinä (EUR) (" liikkeeseenlaskuvaluutta ", Issue Currency) määräisinä.
C.5	Arvopapereiden vapaan vaihtokelpoisuuden rajoitukset	- ei sovellu - Arvopaperit ovat vapaasti vaihdettavissa.
C.8	Arvopapereihin liittyvät oikeudet (mukaan luettuina arvopapereiden etuoikeusasema ja oikeuksien rajoitukset)	<p><u>Arvopapereihin sovellettava lainsäädäntö</u></p> <p>Arvopapereihin ja niiden ehtojen tulkintaan sovelletaan Saksan lainsäädäntöä. Arvopapereiden perustamiseen saatetaan soveltaa selvitysjärjestelmän (Clearing System) lainkäyttöalueen lainsäädäntöä sovellettavien lopullisten ehtojen mukaan.</p> <p><u>Arvopapereihin liittyvät oikeudet</u></p> <p><i>Takaisinmaksu</i></p> <p>Arvopapereiden haltijalle maksetaan eräänymispäivänä (Maturity Date) lunastusmäärä (Redemption Amount).</p> <p>Arvopapereiden voimassaoloaikana sijoittajalle ei makseta arvopapereiden kohde-etuutena olevat osakkeet liikkeeseenlaskeneen yrityksen osinkoja.</p> <p><i>Muutokset ja poikkeuksellinen eräännytys</i></p> <p>Joissakin erityistilanteissa liikkeeseenlaskijalla voi olla oikeus tehdä tiettyjä muutoksia. Tämän lisäksi liikkeeseenlaskijalla voi olla oikeus poikkeuksellisesti eräännyttää arvopaperit ennakkoisesti tai arvopaperit voidaan lunastaa ennakkoisesti tietyn tapahtuman esiinnyttyä.</p> <p><u>Arvopapereiden etuoikeusasema</u></p> <p>Arvopapereihin liittyvät velvoitteet ovat liikkeeseenlaskijan suorina, ehdottomina ja vakuudettomina (<i>nicht dinglich besichert</i>) maksuvelvoitteita, ja jos soveltuvasta lainsäädännöstä ei muuta johdu, ovat etuoikeusasemaltaan vähintään samassa asemassa</p>

kuin liikkeeseenlaskijan kaikki muut vakuudettomat (*nicht dinglich besichert*) maksuvelvoitteet, joiden etuoikeusasema ei ole takasijainen.

Vastuun rajoitus

Liikkeeseenlaskija on vastuussa arvopapereihin liittyvistä toimista ja laiminlyönneistä vain jos ja siinä määrin kuin se rikkoo olennaisia arvopapereihin liittyviä velvoitteita tuottamuksellisesti tai tarkoituksellisesti tai rikkoo muita velvoitteita törkeään tuottamuksellisesti tai tarkoituksellisesti.

Aika, jona arvopaperit tulee esittää ja vanhentuminen

Aika, jona arvopaperit tulee esittää (Saksan siviilikoodin (BGB) pykälä 801, kappale 1, kohta 1), on kymmenen vuotta, ja vanhentumisaika esitettyihin arvopapereihin liittyville vaateille on kaksi vuotta kyseisen esittämisaian päättymisestä.

C.11	Listaminen ja kaupankäynnin kohteeksi ottaminen säännellyllä markkinalla tai vastaavalla markkinalla	<p>- ei sovellu -</p> <p>Arvopapereita ei ole tarkoitus listata eikä niillä ole tarkoitus käydä kauppaa millään säännellyllä markkinalla.</p>
C.15	Kohde-etuuden vaikutus arvopaperien arvoon	<p>Arvopaperien erääntymispäivänä maksettava lunastusmäärä määräytyy kohde-etuuden/kohde-etuuksien kehityksen perusteella.</p> <p><u>Yksityiskohtainen kuvaus:</u></p> <p>Erääntymispäivänä (Maturity Date) velkakirjakohtainen lunastusmäärä (Redemption Amount per Note) on (a) riskimäärä (Exposure Amount) kertaa (b) osallistumisaste (Participation Factor) ja (c) suurempi seuraavista: (x) 0 (nolla) tai (y) keskimääräinen kehitys (Average Performance)</p>
C.16	Erääntymispäivä	8.1.2021
	Arvostuspäivä	21.12.2020 (" lopullinen keskiarvoistamis ", (Final Averaging Date))
C.17	Kuvaus arvopaperien selvitysmenettelystä	Myydyt arvopaperit toimitetaan 9.1.2018 selvitysjärjestelmän (Clearing System) kautta paikallismarkkinoilla sovellettavan käytännön mukaan.
C.18	Toimitusmenettely (selvitys erääntymispäivänä)	Kaikki arvopaperien perusteella erääntyvät määrät maksetaan maksuasiamiehelle (Paying Agent) siirrettäväksi selvitysjärjestelmään tai selvitysjärjestelmän ohjeiden mukaisesti hyvitettyä asianmukaisille tilinomistajille ehdoissa ilmoitettuina päivinä. Selvitysjärjestelmään tai selvitysjärjestelmän ohjeiden mukaisesti suoritettua maksun jälkeen liikkeeseenlaskijan arvopapereista johtuva kyseinen maksuvelvoite katsotaan suoritetuksi
C.19	Kohde-etuuden lopullinen	Yhden tai useamman osakkeen virallinen päätöskurssi, jonka pörssi (Exchange) määrittää ja julkistaa lopullinen keskiarvoistamis.

viitehinta

C.20

Kohde-etuuden tyyppi ja tiedot siitä, mistä kohde-etuutta koskevia tietoja on saatavilla

Arvopaperien kohde-etuutena olevat omaisuuslajit ovat seuraavat osakkeet (kukin "**kohde-etuus**", yhteisesti "**kohde-etuudet**"):

<i>Yhtiö</i>	<i>ISIN</i>	<i>Bloomberg tunniste</i>	<i>Pörssi</i>
Activision Blizzard, Inc.	ATVI UQ Equity	US00507V1098	Nasdaq
Apple, Inc.	AAPL UQ Equity	US0378331005	Nasdaq
Electronic Arts, Inc.	EA UQ Equity	US2855121099	Nasdaq
Microsoft Corporation	MSFT UQ Equity	US5949181045	Nasdaq
Netease, Inc.	NTES UQ Equity	US64110W1027	Nasdaq
Nintendo Company Ltd.	7974 JP Equity	JP3756600007	Tokyo
Sony Corporation	6758 JP Equity	JP3435000009	Tokyo
Tencent Holdings Ltd.	700 HK Equity	KYG875721634	Hong Kong

Tietoja yhdestä tai useammasta osakkeesta ja vastaavista yhtiöistä on veloituksetta saatavana sellaisen yhden tai useamman kyseisen pörssin internetsivuilta, jossa yksi tai useampi osake on listattuna (ts. www.nasdaqomxnordic.com; www.nasdaq.com; www.jpx.co.jp)

Osa D – Riskit

Arvopaperien ostamiseen liittyy tiettyjä riskejä. Liikkeeseenlaskija huomauttaa nimenomaisesti, että arvopapereihin tehtävään sijoitukseen liittyvien riskien kuvaus käsittää ainoastaan suurimmat riskit, jotka olivat liikkeeseenlaskijan tiedossa ohjelmaesitteen päiväyksenä.

Osa-tekijä	Osatekijän kuvaus	Julkistamisvaatimus
D.2	Liikkeeseenlaskijaan liittyvät keskeiset riskit	Arvopapereihin sisältyy liikkeeseenlaskijaan liittyvä riski, jota nimitetään myös velkojariskiksi tai sijoitusta suunnittelevien sijoittajien luottoriskiksi. Liikkeeseenlaskijariski on riski siitä, että COMMERZBANK tulee tilapäisesti tai pysyvästi kyvyttömäksi suorittamaan koron ja/tai lunastusmäärän maksamisvelvoitteitaan tai muita arvopapereista johtuvia maksuja.

Lisäksi COMMERZBANKiin kohdistuu useita sen liiketoimiin sisältyviä riskejä. Näitä ovat erityisesti seuraavat riskit:

Maailman talouskriisi ja valtionvelkakriisi

Maailman rahoitusmarkkinoiden kriisi ja erityisesti euroalueen valtionvelkakriisi ovat aiemmin aiheuttaneet huomattavaa haittaa konsernin nettovarallisuudelle, rahoitusasemalle ja liiketoiminnan tulokselle, ja voidaan olettaa, että tulevaisuudessa voi esiintyä myös uusia olennaisia konserniin kohdistuvia haittavaikutuksia, etenkin jos kriisi kärjistyy uudelleen. Kriisin kärjistyminen uudelleen Euroopan talous- ja rahaliiton alueella saattaa aiheuttaa olennaista haittaa, jonka seuraukset voivat uhata jopa konsernin olemassaoloa. Konserni omistaa valtionvelkakirjoja. Tällaisten valtionvelkakirjojen heikkenemisellä ja käyvän arvon alenemisella on ollut olennaisia haitallisia vaikutuksia konsernin nettovarallisuuteen, rahoitusasemaan ja liiketoiminnan tulokseen, ja tulevaisuudessa voi esiintyä uusia haittavaikutuksia.

Makrotaloussympäristö

Konsernin voimakas riippuvuus taloussympäristöstä etenkin Saksassa saattaa edelleen aiheuttaa lisää haittavaikutuksia, talouden kääntyessä uudelleen laskusuuntaan.

Vastapuolen luottohäiriöriski

Konserniin kohdistuu luottohäiriöriski (luottoriski), mukaan lukien suurten yksittäisten sitoumusten, suurten lainojen ja yksittäisille sektoreille keskittyvien sitoumusten (niin kutsuttu ”bulk” risk) osalta sekä sellaisille velkojille myönnettyjen lainojen osalta, joihin valtionvelkakriisi saattaa erityisesti vaikuttaa. Kaupallisen kiinteistörahoituksen ja alusrahoituksen salkkujen supistamiseen kohdistuu huomattavia riskejä, kun otetaan huomioon nykyinen vaikea markkinatilanne ja kiinteistö- ja alushintojen volatiliteetti ja näihin haitallisesti vaikuttava luottohäiriöriski (luottoriski) sekä riski vakuutena käytettyjen alusten, suoran omistettujen alusten, suoraan omistettujen kiinteistöjen sekä vakuutena käytettyjen kiinteistöjen merkittävästä arvomuutoksesta. Konsernin sijoituksiin kuuluu huomattava määrä järjestämättömiä lainoja, eikä vakuus välttämättä riitä korvaamaan luottohäiriöitä tai aiemmin toteutettuja arvonalennuksia ja varauksia.

Markkinariskit

Konserniin kohdistuu suuri määrä erinäisiä markkinariskejä, kuten markkinoiden kurssiriski liittyen osakkeiden ja sijoitusrahasto-osuuksien arvostukseen sekä korko-, korkoero-, valuutta-, volatiliteetti- ja korrelaatoriskin sekä hyödykehintariskin muodossa.

Strategiset riskit

On olemassa riski, että konserni ei välttämättä pysty hyödyntämään strategiaansa tai pystyy toteuttamaan sen vain osittain tai suunniteltua suuremmilla kuluilla. Lisäksi suunniteltujen toimenpiteiden toteuttaminen ei välttämättä johda toivottujen tavoitteiden saavuttamiseen.

Kilpailutilanteesta johtuvat riskit

Markkinoita, joilla konserni toimii, erityisesti Saksan markkinoita ja niillä ennen kaikkea liiketoimia yksityis- ja yritysasiakkaiden kanssa sekä investointipankkitoimintaa, sekä Puolan markkinoita, luonnehtii voimakas hintoihin ja ehtoihin liittyvä kilpailu, joka aiheuttaa huomattavaa marginaaleihin kohdistuvaa painetta.

Likviditeettiriskit

Konserni on riippuvainen likviditeetin jatkuvasta saatavuudesta, ja markkinoiden laajuinen tai yrityskohtainen likviditeettipula saattaa aiheuttaa olennaista haittaa konsernin nettovaraille, rahoitusasemalle ja liiketoiminnan tulokselle.

Liiketoimintariskit

Konserniin kohdistuu useita liiketoimintariskejä, mukaan luettuna riski siitä, että työntekijät aiheuttavat kohtuuttomia riskitilanteita konsernin puolesta ja/tai nimissä tai rikkovat soveltuvia sääntöjä, lakeja tai säädöksiä toteuttaessaan pankin liiketoimia ja aiheuttavat siten yllättäen esiintyvää huomattavaa vahinkoa, joka voi myös välillisesti johtaa säädännällisten pääomavaatimusten tiukentumiseen. Pankin liiketoiminnalliset järjestelmät ovat kasvavassa määrin riskialttiita kyberhyökkäyksille ja muulle nettirikollisuudelle, mikä saattaa johtaa asiakastiedon häviämiseen, pankin maineen vahingoittumiseen, joka puolestaan saattaa johtaa valvontatoimenpiteisiin ja taloudellisiin tappioihin.

Pankkikohtaisen sääntelyn riskit

Jatkuvasti tiukentuvat pääoman ja likviditeetin sääntelyyn liittyvät normit sekä menettely ja raportointivaatimukset saattavat tehdä useiden konsernin toimintojen liiketoimintamallin kyseenalaiseksi ja vaikuttaa haitallisesti konsernin kilpailuasemaan, alentaa konsernin tuottavuutta tai johtaa siihen, että konsernin on kerättävä lisää pääomaa. Muut talouskriisin vuoksi ehdotetut sääntelyuudistukset, esimerkiksi pankkiveron tai mahdollisen rahoitusmarkkinaveron kaltaiset maksut, omaan lukuun tehtävän kaupankäynnin erottaminen talletuspankkiliiketoiminnasta tai entistä tiukemmat tietojen julkistamiseen ja yrityksen organisaatioon liittyvät velvoitteet voivat vaikuttaa olennaisesti konsernin liiketoimintamalliin ja kilpailutilanteeseen.

Oikeudelliset riskit

COMMERZBANKin liiketoimista saattaa aiheutua oikeusjuttuja, joiden lopputulosta ei voida ennakoida ja joihin liittyy konserniin kohdistuvia riskejä. Tällaisten tuomioistuinkäsittelyjen, sääntely- ja valvontatoimien sekä oikeuskäsittelyiden lopputuloksista saattaa aiheutua konsernille olennaista haittaa, joka ei rajoitu kussakin tapauksessa vahvistettuihin korvausvaateisiin.

D.6 Arvopapereihin liittyvien keskeisten riskien avaintiedot

Ei jälkimarkkinoita juuri ennen lopullista erääntymistä

Markkinatakaaja ja/tai arvopaperipörssi lopettaa kaupankäynnin arvopapereilla hieman ennen niiden säännöllistä erääntymispäivää (Maturity Date). Viimeisen kaupankäyntipäivän ja kyseisen arvostuspäivän välisenä aikana yhden tai useamman kohde-etuuden hinta ja/tai vaihtokurssi, joista kumpikin saattaa olla merkityksellinen arvopaperien kannalta, saattaa kuitenkin vielä muuttua. Tästä voi aiheutua sijoittajalle haittaa.

Lisäksi on olemassa riski siitä, että arvopaperien ehtoissa määritetty raja-arvo saavutetaan, ylitetään tai muulla tavoin ohitetaan ensimmäistä kertaa ennen lopullista erääntymistä sen jälkeen, kun kaupankäynti jälkimarkkinoilla on jo päättynyt.

Arvopaperit ovat vakuudettomia velvoitteita (etuoikeusasema)

Arvopaperit ovat liikkeeseenlaskijan ehdottomia velvoitteita. Niillä ei ole Saksan pankkiyhdistyksen talletussuojarahaston (*Einlagensicherungsfonds des Bundesverbandes deutscher Banken e.V.*) takausta, eikä Saksan talletussuojaa ja sijoittajille maksettavia korvauksia koskevaa lakia (*Einlagensicherungs- und Anlegerentschädigungsgesetz*) sovelleta niihin. Sijoittajalla on siten riski siitä, että liikkeeseenlaskija ei kykene suorittamaan arvopaperien perusteella määräytyviä velvoitteitaan tai kykenee siihen vain osittain. Tällaisessa tapauksessa sijoittaja saattaa menettää koko sijoittamansa pääoman.

Ehdotus transaktioveroksi

Euroopan komissio on antanut ehdotuksen yhteisestä rahoitustransaktioverosta (Financial Transactions Tax, FTT), joka otetaan käyttöön Belgiassa, Saksassa, Virossa, Kreikassa, Espanjassa, Ranskassa, Italiassa, Itävallassa, Portugalissa, Sloveniassa ja Slovakiassa. Viro on kuitenkin ilmoittanut, ettei se ota veroa käyttöön. Ehdotettua rahoitustransaktioveroa saatettaisiin soveltaa tiettyihin arvopapereilla tehtäviin kauppoihin (mukaan lukien jälkimarkkinatransaktiot) tietyissä tilanteissa. EU:n osallistuvat jäsenvaltiot käyvät kuitenkin vielä neuvotteluja rahoitustransaktioverosta. Myös muut EU:n jäsenvaltiot saattavat ottaa veron käyttöön. Toistaiseksi on vielä epävarmaa, milloin rahoitustransaktiovero tulee voimaan ja milloin veroa ryhdytään soveltamaan arvopapereilla tehtäviin kauppoihin.

Luottolaitosten ja rahoitusalan konsernien elvytystä ja kriisinratkaisua koskevaan lakiin, EU:n yhteistä pankkien kriisinratkaisumekanismia koskevaan asetukseen ja EU:n tiettyjen pankkitoimintojen eriyttämistä koskevaan asetuseräluonnokseen liittyvät riskit

Jos liikkeeseenlaskija tulee tai toimivaltainen valvontaviranomainen

katsoo sen tulleen "elinkelvottomaksi (non-viable)" (kulloinkin sovellettavan lainsäädännön määritelmän mukaan) ja kykenemättömäksi jatkamaan säänneltyä toimintaansa, sertifikaattien ehtoja (esimerkiksi niiden erääntymistä) voidaan muuttaa, ja toimivaltainen kriisinratkaisuviranomainen saattaa muuntaa sertifikaateista johtuvat nimellisarvon, koron tai muun määrän maksua koskevat vaateet yhdeksi tai useammaksi liikkeeseenlaskijan ydinpääomaan luokiteltavaksi instrumentiksi, kuten osakkeiksi, tai alentaa niiden arvoa pysyvästi jopa noltaan ("**lakisääteinen alaskirjaus**", Regulatory Bail-in).

EU:n asetuksessa yhteisestä pankkien kriisinratkaisumekanismista ("**SRM-asetus**") säädetään kriisinratkaisun suunnittelusta, aikaisesta puuttumisesta, toimista ja instrumenteista. Lisäksi yhteinen kriisinratkaisuelin (Single Resolution Board) tulisi vastaamaan keskitetystä päätöksenteosta. Tämän lainsäädäntökehityksen on tarkoitus varmistaa, että kansallisten kriisinratkaisuviranomaisten sijasta on vain yksi viranomainen (eli yhteinen kriisinratkaisuelin), joka tekee kaikki pankkiunioniin kuuluvia pankkeja koskevat asiaankuuluvat päätökset.

Euroopan komission 29.1.2014 antamassa ehdotuksessa tiettyjen pankkitoimintojen pakollisesta eriyttämisestä kielletään pankin omaksi voitoksi tapahtuva arvopaperikauppa (proprietary trading) ja määrätään arvopaperikauppaan ja sijoituspankkitoimintaan liittyvien toimien pakollisesta eriyttämisestä. Jos ehdotus pakollisesta eriyttämisestä tulee voimaan, siitä saattaa aiheutua lisäkuluja esimerkiksi rahoituskulujen, pääomavaatimusten ja toimintakulujen noustessa eriyttämisen vuoksi ja hajautusetujen poistuessa.

Yhdysvaltain FATCA-lain mukainen veronpidätys

Liikkeeseenlaskija saattaa olla velvollinen tekemään enintään 30 prosentin pidätyksen kaikista tai joistakin suoritetuista maksuista, joiden perusteena ovat (i) arvopaperit, jotka on laskettu liikkeeseen tai joita on olennaisesti muutettu päivänä, joka on kuusi kuukautta siitä päivästä, jolloin "foreign passthru payments" –maksuja koskevat lopulliset säädökset julkistetaan Yhdysvaltain hallituksen tiedotuslehdessä (Federal Register), (ii) arvopaperit, jotka on laskettu liikkeeseen tai joita on olennaisesti muutettu päivänä, joka on kuusi kuukautta siitä päivästä, jolloin vastaavan tyyppisten maksuvelvoitteiden perusteella katsotaan ensi kertaa syntyvän osinko-oikeuden kaltainen oikeuden tai (iii) liikkeeseenlaskupäivästä riippumatta arvopaperit, joita tiettyjen FATCA-laiksi (Foreign Account Tax Compliance Act) kutsuttujen säännösten mukaan kohdellaan oman pääoman ehtoisina instrumentteina.

Yhdysvaltain verolainsäädännön (U.S. Hiring Incentives to Restore Employment Act) mukainen veronpidätys

Liikkeeseenlaskija tai muu veronpidätyksen toteuttava asiamies saattaa joutua pidättämään enintään 30 prosentin suuruisen veron. Kyseinen vero pidätetään osinkoja vastaavista määristä ("dividend equivalent amounts"), jotka maksetaan tai katsotaan maksetuiksi ("deemed paid") tiettyjen 31.12.2016 jälkeen liikkeeseenlaskettujen rahoitusinstrumenttien perusteella, jos tietyt ehdot täytyvät.

Luottoluokituksen heikkenemisen vaikutus

Arvopaperien arvoon saattavat vaikuttaa luokituslaitosten

liikkeeseenlaskijalle antamat luottoluokitukset. Yhdenkin tällaisen luokituslaitoksen toteuttama liikkeeseenlaskijan luottoluokituksen alentaminen saattaa vähentää arvopaperien arvoa.

Poikkeuksellinen eräännytyksen, enneaikainen lunastus ja oikeus tehdä muutoksia

Liikkeeseenlaskijalla on oikeus tehdä muutoksia arvopaperien ehtoihin tai eräännyttää ja lunastaa arvopaperit enneaikaisesti tiettyjen ehtojen täytyessä. Tämä saattaa vaikuttaa negatiivisesti arvopaperien arvoon. Jos arvopaperit eräännytetään, arvopaperien haltijoille poikkeuksellisen eräännytyksen yhteydessä maksettava määrä saattaa olla pienempi kuin määrä, jonka arvopaperien haltijat olisivat saaneet, jos tällaista eräännyttämistä ei olisi tehty.

Häiriötapahtuma

Liikkeeseenlaskijalla on oikeus todeta tapahtuneeksi häiriötapahtuma (esimerkiksi markkinahäiriötapahtuma), joka saattaa viivästyttää laskentaa ja/tai arvopapereista aiheutuvien velvoitteiden suorittamista ja joka saattaa vaikuttaa arvopaperien arvoon. Lisäksi tietyissä säädetyissä tapauksissa liikkeeseenlaskija saattaa arvioida tiettyjä hintoja, jotka liittyvät velvoitteisiin tai kynnysarvojen saavuttamiseen. Nämä arviot saattavat poiketa vastaavista todellisista arvoista.

Liikkeeseenlaskijan korvaaminen toisella

Jos arvopaperien ehdoissa määrätyt kriteerit täyttyvät, liikkeeseenlaskijalla on oikeus milloin tahansa ilman arvopaperien haltijoiden suostumusta nimittää toinen yhtiö tilalleen uudeksi liikkeeseenlaskijaksi kaikkien arvopapereista tai niiden yhteydessä aiheutuvien velvoitteiden osalta. Tällaisessa tapauksessa arvopaperien haltijaan kohdistuu yleisesti myös uuden liikkeeseenlaskijan maksukyvyttömyyden riski.

Kohde-etuuteen liittyvät riskitekijät

Arvopaperit ovat sidoksissa kohde-etuuden arvoon ja kohde-etuuteen liittyvään riskiin. Kohde-etuuden arvon muodostumisperusteina ovat useat tekijät, jotka saattavat olla yhteydessä toisiinsa. Niihin voi sisältyä liikkeeseenlaskijasta riippumattomia taloudellisia, rahoituksellisia ja poliittisia tapahtumia. Kohde-etuuden tai indeksin osatekijän aiempaa kehitystä ei pidä ymmärtää osoitukseksi sen tulevasta kehityksestä arvopaperien voimassaoloaikana.

Automaattiseen enneaikaiseen lunastukseen liittyvä riski

Sovellettavissa lopullisissa ehdoissa ilmoitetuissa tilanteissa tiettyjen ehtojen täytyessä arvopaperit voidaan lunastaa enneaikaisesti, mikä saattaa vaikuttaa arvopapereihin haitallisesti sijoittajan kannalta. Arvopaperien automaattinen enneaikainen lunastus ja kyseinen automaattisen enneaikaisen lunastuksen määrä (Automatic Early Redemption Amount), joka maksetaan asianmukaisena automaattisen enneaikaisen lunastuksen päivänä (Automatic Early Redemption Date), riippuu kohde-etuuksien kehityksestä. Jos arvopaperit ovat alttiina valuuttakurssien vaikutukselle (FX Exposure), niiden automaattisen enneaikaisen lunastuksen määrä saattaa riippua myös muuntokurssin (Conversion

Rate) kehityksestä kohde-etuuksien kehityksen lisäksi.

Riski erääntymisen yhteydessä:

Arvopaperien erääntymispäivänä maksettava lunastusmäärä määräytyy tapauskohtaisesti yhden tai useamman kohde-etuuden kehityksen perusteella. Jos arvopapereihin liittyy valuuttasidonaisuus (FX Exposure), niiden lunastusmäärä (Redemption Amount) ei välttämättä määräydy ainoastaan tapauskohtaisesti yhden tai useamman kohde-etuuden kehityksen perusteella, vaan myös muuntokurssin (Conversion Rate) kehityksen perusteella.

Lunastusmäärä maksetaan vain, jos keskimääräinen kehitys on suurempi kuin 0 (nolla). Jos keskimääräinen kehitys on yhtä suuri tai pienempi kuin 0 (nolla), lunastusmäärää ei makseta. **Tällöin sijoittaja menettää koko sijoittamansa pääoman.**

Riskit tilanteessa, jossa sijoittaja aikoo myydä tai joutuu myymään arvopaperit niiden voimassaoloaikana:

Markkina-arvoriski:

Arvopapereista saatava myyntihinta saattaa olla merkittävästi alhaisempi kuin sijoittajan maksama ostohinta.

Arvopaperien markkina-arvo riippuu pääosin yhden tai useamman kohde-etuuden kehityksestä. Erityisesti seuraavat tekijät saattavat vaikuttaa haitallisesti arvopaperien markkinahintaan:

- Muutokset kohde-etuuden/etuuksien hinnan vaihtelun (volatiliteetin) ennakoidussa voimakkuudessa
- Arvopaperien jäljellä oleva voimassaoloaika
- Korkotason kehitys
- Osakkeen/osakkeiden osinkokehitys

Jokainen näistä tekijöistä saattaa vaikuttaa itsenäisesti, vahvistaa toistensa vaikutuksia tai mitätöidä ne.

Kaupankäyntiriski:

Liikkeeseenlaskija ei ole velvollinen toimittamaan arvopaperien ostaja myyntihintoja keskeytyksestä (i) pörsseille, joissa arvopaperit mahdollisesti on listattu, tai (ii) OTC-periaatteella, eikä se ole velvollinen ostamaan arvopapereita takaisin. Vaikka liikkeeseenlaskija yleensä toimittaisi ostaja myyntihinnat, arvopaperien myynnissä tai ostossa saattaa olla tilapäisiä rajoituksia tai se saattaa olla mahdotonta epätavallisen markkinatilanteen tai teknisten ongelmien aikana.

Osa E – Tarjous

Osa-tekijä	Osatekijän kuvaus	Julkistamisvaatimus
E.2b	Syy tarjouksen tekemiseen ja tuottojen käyttö, jos se ei ole voiton tuottaminen ja/tai tietyiltä riskeiltä suojautuminen	- ei sovellu - Voiton tuottaminen
E.3	Kuvaus tarjouksen ehdoista	COMMERZBANK laskee liikkeeseen 9.1.2018 alkaen 102 arvopaperia aloitusmerkintähintaan, joka on EUR 1600 per arvopaperi.
E.4	Liikkeeseenlaskuun/ tarjoukseen liittyvät aineelliset edut ja eturistiriidat	Seuraavat eturistiriidat saattavat ilmetä liikkeeseenlaskijan toteuttaessa arvopaperien ehtojen mukaisia oikeuksiaan ja/tai velvoitteitaan (esim. ehtojen määrittämisen tai muuttamisen yhteydessä), jotka vaikuttavat maksettaviin määriin: <ul style="list-style-type: none"> - yhdellä tai useammalla kohde-etuudella tehtävien transaktioiden toteuttaminen - yhteen tai useampaan kohde-etuuteen liittyvien uusien johdannaisinstrumenttien liikkeeseenlasku - liikesuhde yhden tai useamman kohde-etuuden liikkeeseenlaskijan kanssa - olennaisten yhteen tai useampaan kohde-etuuteen liittyvien tietojen (mukaan luettuina muut kuin julkiset tiedot) hallussapito - markkinatakaajana (Market Maker) toimiminen
E.7	Arvio kuluista, jotka liikkeeseenlaskija tai tarjoaja veloittaa sijoittajalta	Sijoittaja voi yleensä ostaa arvopapereita kiinteään merkintähintaan. Tämä kiinteä hinta sisältää kaikki kulut, jotka liikkeeseenlaskijalle aiheutuvat arvopaperien liikkeeseenlaskusta ja myynnistä (esim. jälleenmyynti-, strukturointi- ja suojauskulu sekä COMMERZBANKin voittomarginaali).

Frankfurt am Main, 9 January 2018

COMMERZBANK
AKTIENGESELLSCHAFT