

Certificates of Deposit informative document dated 8 September 2017 amending and replacing the Information Memorandum dated 27 September 2013



AXA Bank Belgium

Ratings of the Issuer :

Standard & Poor's: A+/A-1/Stable outlook

Moody's: A2/P-1/Stable outlook

Global

EUR 1,000,000,000

Multi-currency Short Term Certificates of Deposit Programme

The Programme is not rated

Arranger



**BNP PARIBAS
FORTIS**

Dealers

AXA Bank Belgium

BNP Paribas Fortis SA/NV

Issuing and Paying Agent

BNP Paribas Fortis SA/NV

Potential investors are invited to read this informative document, and in particular the Conditions and the selling restrictions, prior to investing.

Nevertheless, a decision to invest in Certificates of Deposit should not be made on the sole basis of this informative document and should only be made (by the potential investor) after a careful analysis of all its features and risks (including the ones on the Issuer), by taking into account its own financial, accounting, and tax situation (and the possible related impacts of purchasing Certificates of Deposit) and its own objectives, experience, financial and operational resources and other relevant circumstances, and after having obtained all necessary information and advice from professional advisers (including legal, accounting, and tax advisers) if the potential investor estimates such advice is necessary.

The potential investor should conduct its own analysis, using such assumptions as it deems appropriate and performing all the checks it would estimate as necessary, and should fully consider other available information, including any risk factor, in order to make an informed assessment of the Certificates of Deposit and of the Issuer and to make an independent determination of the suitability, risks, and consequences of such instrument for the potential investor.

IMPORTANT NOTICE

This informative document dated 8 September 2017 (together with any supplementary information memorandum and information incorporated herein by reference, the “**Information Memorandum**”) contains summary information provided by **AXA Bank Europe NV/SA** (the “**Issuer**”) in connection with a short-term Certificates of Deposit programme (the “**Programme**”) under which the Issuer may issue and have outstanding at any time short-term Certificates of Deposit in the form of dematerialised certificates of deposit (*certificats de dépôt/depositocertificaten*) pursuant to the Belgian law of 22 July 1991 (as amended) (the “**Treasury Notes Law**”) and the Belgian royal decree of 14 October 1991 (as amended) (the “**Treasury Notes Decree**”) relating to *certificats de dépôt/depositocertificaten* (the “**Certificates of Deposit**” or the “**Certificates**”) up to a maximum aggregate amount of EUR **1,000,000,000**. The Issuer is entitled to issue Certificates of Deposit further to article 1 §1 second indentation of the Treasury Notes Law.

Under the Programme, the Issuer may issue Certificates of Deposit outside the United States pursuant to Regulation S (“**Regulation S**”) of the United States Securities Act of 1933, as amended (the “**Securities Act**”). The Issuer has, pursuant to a dealer agreement dated on or about the date of this Information Memorandum (as amended, supplemented or restated from time to time, the “**Dealer Agreement**”), appointed BNP Paribas Fortis SA/NV as arranger (the “**Arranger**”) for the Programme and, BNP Paribas Fortis SA/NV, and AXA Bank Belgium as dealers (the “**Dealers**”) for the Certificates of Deposit, and authorised and requested each Dealer to circulate the Information Memorandum in connection with the Programme on their behalf to purchasers or potential purchasers of the Certificates of Deposit.

The Issuer has confirmed to the Arranger and each Dealer that, in the context of this Programme, the information contained in this Information Memorandum or incorporated by reference, when read in conjunction with the most recently published press releases, consolidated annual report and accounts and any subsequent interim statements of the Issuer (copies of which may be obtained from the Dealers on request), is in all material respects true, accurate and not misleading and that since the date of such press releases, accounts or financial statements, there has been no material adverse change in the financial condition of the Issuer up to the date of this Information Memorandum (or, if applicable, any update thereof or supplement thereto), other than as disclosed in this Information Memorandum or incorporated therein by reference (as updated or supplemented from time to time).

The information contained in the Information Memorandum is not and should not be construed as a recommendation by the Arranger and/or a Dealer or the Issuer that any recipient should purchase Certificates of Deposit. Each such recipient must make and shall be deemed to have made its own independent assessment and investigation of the financial condition, affairs and creditworthiness of the Issuer and of the Programme as it may deem necessary and must base any investment decision upon such independent assessment and investigation and not on the Information Memorandum. The financial information made available to each holder of Certificates of Deposit (each, a “**Certificates of Deposit holder**”) shall be available on the website (<http://www.axabank.be/>) and at the registered address of the Issuer and shall be provided to any Certificates of Deposit holder upon request.

Neither the Arranger nor any Dealer has independently verified the information contained herein. Accordingly, no representation, warranty or undertaking (express or implied) is made and no responsibility or liability is accepted by the Arranger or a Dealer as to the authenticity, origin, validity, accuracy or completeness of, or any errors in or omissions from, any information or statement contained in the Information Memorandum or any supplement hereto.

The Issuer accepts responsibility for the Information Memorandum and its supplements and updates if any. In particular, the Issuer will be responsible towards interested parties for losses which may occur as an immediate and direct result of the absence or inaccuracy of any matters that allow the potential investors to assess any proposed transaction under the Programme as well as the rights attached to the Certificates of Deposit.

No person is authorised by the Issuer or any Dealer to give any information or to make any representation not contained within the Information Memorandum or any supplement hereto, and if given or made, such information or representation must not be relied upon as having been authorised.

Neither the Issuer, the Arranger nor any Dealer, except for the Issuer as required by law, accept any responsibility, express or implied, for updating the Information Memorandum and neither the delivery of the Information Memorandum nor any offer or sale made on the basis of the information in the Information Memorandum shall under any circumstance create any implication that the Information Memorandum is accurate at any time subsequent to the date of the Information Memorandum with respect to the Issuer or that there has been no change in the business, financial condition or affairs of the Issuer since the date of the Information Memorandum.

Neither the Arranger nor any Dealer undertakes to review the business or financial condition or affairs of the Issuer during the life of the Programme, nor undertakes to advise any recipient of the Information Memorandum of any information or change in such information coming to the Arranger's or any Dealer's attention.

Each Dealer and the Domiciliary Agent will, in connection with their appointment or under the Certificates of Deposit, act solely for and upon the instructions of the Issuer and will incur no liability for or in respect of any action taken by any of them pursuant to the Treasury Notes Law and/or the Treasury Notes Decree, nor will they have any obligations towards, or a relationship of agency or trust with, any of the holders or owners of Certificates of Deposit

Neither the Arranger nor any Dealer accepts any liability in relation to this Information Memorandum or its distribution by any other person. This Information Memorandum does not, and is not intended to, constitute or contain an offer or invitation to any person to purchase Certificates of Deposit, nor may it be used for such purposes. The distribution of this Information Memorandum and the offering for sale of the Certificates of Deposit in certain jurisdictions may be restricted by law. Any persons into whose possession this Information Memorandum or any Certificates of Deposit come are required by the Issuer, the Arranger and any Dealer to inform them of, and to observe any such restrictions. In particular such persons are required to comply with the restrictions on offers or sales of Certificates of Deposit and on distribution of this Information Memorandum and other information in relation to the Certificates of Deposit set out under selling restrictions set out in Appendix 4 hereto.

In the case of any doubt about the content or meaning of the Information Memorandum, the functioning of the Certificates of Deposit or about the risk involved in purchasing the Certificates of Deposit, investors should consult a specialised financial adviser or abstain from investing.

The Issuer is involved in a general business relationship or/and in specific transactions with each of the Dealers (or/and certain affiliates of the Dealers) and that they might have conflicts of interests which could have an adverse effect to the interests of the Certificates de Deposit holders. Each of the Dealers may hold from time to time debt securities, shares or/and other financial instruments of the Issuer. Within the framework of a normal business relationship with its banks, the Issuer entered or/and may enter into facilities agreement with each or some of the Dealers or certain affiliates of the Dealers. Such facilities agreement(s) may include different or additional terms or covenants in favour of the lenders under the facilities agreement compared to the terms of the Certificates of Deposit. In particular, the attention of the potential investors is drawn on the fact that the terms and conditions of the Certificates of Deposit don't include negative pledge provisions.

THE CERTIFICATES OF DEPOSIT HAVE NOT BEEN NOR WILL BE REGISTERED UNDER THE SECURITIES ACT, AND SUBJECT TO CERTAIN EXCEPTIONS, CERTIFICATES OF DEPOSIT MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S).

THIS INFORMATION MEMORANDUM DOES NOT CONSTITUTE, AND MAY NOT BE USED FOR THE PURPOSE OF, AN OFFER, INVITATION OR SOLICITATION BY ANYONE IN ANY JURISDICTION OR IN ANY CIRCUMSTANCES IN WHICH SUCH OFFER, INVITATION OR SOLICITATION IS NOT AUTHORISED OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER, INVITATION OR SOLICITATION. PERSONS IN POSSESSION OF THIS INFORMATION MEMORANDUM ARE REQUIRED TO RESPECT THE SELLING RESTRICTIONS SET OUT HEREIN.

No application will be made at any time to list the Certificates of Deposit on any stock exchange. A communication of an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "UK FSMA")) received in connection with the issue or sale of any Certificates of Deposit will only be made in circumstances in which Section 21(1) of the UK FSMA does not apply to the Issuer.

TAX

No comment is made or advice given by the Issuer, the Arranger, or any Dealer in respect of taxation matters relating to the Certificates of Deposit and each investor is advised to consult its own professional adviser.

Under EC Council Directive 2003/48/EC on the taxation of savings income (the "**Savings Directive**"), Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period Austria is instead required (unless during that period it elects otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

The Savings Directive has been repealed from 1 January 2017 in the case of Austria and from 1 January 2016 in the case of all other Member States. The measures of cooperation provided by the Savings Directive will be progressively replaced by the implementation of Council Directive 2014/107/EU on administrative cooperation in the field of taxation which provides for automatic exchange of financial account information between Member States, including income categories contained in the Savings Directive (the latter Directive contains a much broader scope of reporting than the Savings Directive).

WARNINGS

1. The Certificates of Deposit may not be a suitable investment for all investors. Investing in the Certificates of Deposit may entail several risks. Each potential investor in the Certificates of Deposit must determine the suitability of that investment in light of its own circumstances. In case of doubt, potential investors should consult their financial and legal advisers about the risks of investing in the Certificates of Deposit and the suitability of this investment in light of their particular situation. In particular and without limitation, each potential investor may wish to consider, either on its own or with the help of its financial or other advisors, whether it:

- (a) has sufficient knowledge and experience to understand the specific merits and risks of the business or activities of the Issuer;
- (b) has sufficient knowledge and experience to make a meaningful evaluation of the Certificates of Deposit, the merits and risks of investing in the Certificates of Deposit and the information contained or incorporated by reference in this Information Memorandum or any applicable supplement;
- (c) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Certificates of Deposit and the impact the Certificates of Deposit will have on its overall investment portfolio;
- (d) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Certificates of Deposit, including Certificates of Deposit with principal or interest (if any) payable in Euros or any other currency (in particular when such currency is different from the potential investor's currency);
- (e) understand thoroughly that the value of the Certificates of Deposit may be affected by the creditworthiness of the Issuer and a number of additional factors, such as market interest and yield rates and the time remaining to the maturity date and more generally all economic, financial and political events, including factors affecting capital markets generally;
- (f) understands thoroughly that in the event of a default by the Issuer, they might not receive the amounts to which they would have been entitled to and could lose all or part of the capital invested;
- (g) understands thoroughly the terms and conditions of the Certificates of Deposit ; and
- (h) is able to fully evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

2. Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Certificates of Deposit are legal investments for it, (2) Certificates of Deposit can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Certificates of Deposit . Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Certificates of Deposit under any applicable risk-based capital or similar rules.

3. Secondary market prices (if any) of Certificates of Deposit are affected by many factors, including prevailing interest rates and expectations thereof. Certificates of Deposit - especially long-dated Certificates of Deposit - may therefore trade periodically at prices below their issue prices, implying a loss for Certificate of Deposit holders who dispose of Certificates of Deposit prior to their stated maturity. In addition, Certificate of Deposit holders may find it difficult to sell bonds prior to their stated maturity at a price that reflects the Certificate of Deposit holder 's opinion of the "fair value" of the Certificates of Deposit. They may find that no dealer, or only

the dealer from whom they originally bought the Certificates of Deposit, is prepared to quote a price to buy Certificates of Deposit in the secondary market. This is likely to be the case to a greater extent for Certificates of Deposit with a relatively small aggregate outstanding amount.

4. The credit rating (if any) of the Issuer may not reflect all risks affecting the Certificates of Deposit. The credit ratings (if any) assigned to the Issuer may not reflect the potential impact of all risks related to structure, market and other factors that may affect the value of the Certificates of Deposit issued under the Programme. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the credit rating agency at any time.

5. Prospective investors are urged to consult their own tax advisers concerning the detailed and overall tax consequences of acquiring, redeeming and or disposing of the Certificates of Deposit. Investors should note that the Terms and Conditions of the Certificates of Deposit do not include a tax gross-up provision.

6. Certificates of Deposit may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Certificates of Deposit easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market.

7. The risks described above are not the only ones that the Issuer faces or that relate to an investment in the Certificates of Deposit. Additional risks (i) that are not currently known to the Issuer or, (ii) that are currently known to the Issuer but that it believes are immaterial, may also adversely affect it. Many of these risks are interrelated and occur under similar economic conditions, and the occurrence of certain of them may in turn cause the emergence, or exacerbate the effect, of others. Such a combination could materially increase the severity of the impact on the Issuer. As a result, should certain of these risks emerge, the Issuer may need to raise additional funds through borrowing in the internal or external capital markets, and there is no assurance that the Issuer will be able to borrow needed funds on terms that it considers acceptable or at all.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents, as soon they are made publicly available on the website of the Issuer (general website: <http://www.axabank.be/>), shall be deemed to be incorporated in, and to form part of, this Information Memorandum,

1. any press release published by the Issuer and related to the Issuer and available on <http://www.axabank.be/>;
2. the two most recently published annual reports of the Issuer, containing its annual audited financial statements and available on <http://www.axabank.be/>; and
3. the most recently available consolidated key figures published by the issuer;

save that any statement contained herein or in a document which is incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Information Memorandum to the extent that a statement contained in any such subsequent document which is deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, or by implication or otherwise).

Except as provided above, no other information is incorporated by reference into this Information Memorandum.

This Information Memorandum and the information incorporated by reference will also be available for inspection at the registered office of the Issuer, and will be delivered by the Issuer to any potential investor in the Certificates of Deposit upon request, subject in any case to the selling restrictions set out in Appendix 4 below. As soon as the annual report of the Issuer and the information to be prepared by it is prepared or published, such information will equally be available at the (respective) registered offices of each Dealer and, as far as the annual report of the Issuer is concerned, on the website of the National Bank of Belgium (www.nbb.be).

Each Dealer will, following receipt of such documentation from the Issuer, provide to each person to whom a copy of this Information Memorandum has been delivered, upon request of such person, a copy of any or all the documents incorporated herein by reference unless such documents have been modified or superseded as specified above. Written requests for such documents should be directed to the relevant Dealer at its registered office as set out at the end of this Information Memorandum.

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1. SUMMARY OF THE PROGRAMME

- 1.1 **Name of the Programme** AXA Bank Belgium Global EUR 1,000,000,000 Multi-Currency Short Term Certificates of Deposit Programme.
- 1.2 **Type of programme** Belgian Certificates of Deposit Programme (Single issuer) for the issue of Certificates of Deposit (*certificats de dépôt/depositocertificaten*) in dematerialised form pursuant to the Belgian Law of 22 July 1991 (as amended) (the “**Treasury Notes Law**”) and the Belgian Royal Decree of 14 October 1991 (as amended) (the “**Treasury Notes Decree**”) relating to *billets de trésorerie et certificats de dépôt / thesauriebewijzen en depositobewijzen*.
- 1.3 **Name of the Issuer** AXA Bank Belgium (a Belgian company).
- 1.4 **Type of Issuer** Credit institution
- 1.5 **Purpose of the Programme** General corporate purposes, including refinancing of existing financial indebtedness.
- 1.6 **Maximum outstanding of the Programme** The aggregate outstanding principal amount of the Certificates of Deposit will not exceed EUR 1,000,000,000 (or its equivalent in other currencies as observed on the trade date of each relevant issuance) at any time.
- 1.7 **Characteristics and form of the Certificates of Deposit** Certificates of Deposit will be evidenced by certificates of deposit (*certificats de dépôt/depositocertificaten*) in dematerialised form issued in accordance with the Treasury Notes Law and the Treasury Notes Decree, and will not be exchangeable for bearer or registered certificates. The Certificates of Deposit will be cleared through the X/N clearing system operated by the National Bank of Belgium (the “**NBB**”) or any successor thereto (the “**Clearing System**”) in accordance with the Clearing Services Agreement dated on or about the date of this Information Memorandum (as amended, supplemented or restated from time to time). The Certificates of Deposit, being in dematerialised form, are not represented by any bearer document or register entry but by book entries in securities accounts maintained with the Clearing System itself or with participants or sub-participants in such system approved by the Belgian Financial Services and Markets Authority (FSMA) for the purpose of maintaining such securities accounts. Such participants include Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking, *société anonyme* (“**Clearstream, Luxembourg**”).
- Payments of principal, interest and other amounts due under Certificates of Deposit denominated in euro will be made through the Clearing System and its direct and indirect participants (including Euroclear

- and Clearstream, Luxembourg) recorded in the Clearing System as holding interests in the Certificates of Deposit and payments of principal, interest and other amounts due under Certificates of Deposit denominated in any Foreign Currency will be made in accordance with the rules of the Clearing System through Euroclear, Clearstream, Luxembourg, and other participants in the Clearing System recorded in the Clearing System as holding interests in the Certificates of Deposit. Any payment so made will constitute good discharge for the Issuer.
- 1.8 **Yield basis** Certificates of Deposit may be issued at a discount (“Discount Certificates of Deposit”) or at a premium or may bear fixed or floating rate interest.
- 1.9 **Currencies of issue of the Certificates of Deposit** Certificates of Deposit may be denominated in Euro and any other lawful currency other than Euro for which the European Central Bank daily publishes Euro foreign exchange reference rates, provided that the NBB accepts such currency and subject to (i) compliance with any applicable legal and regulatory requirements and (ii) the prior approval of the Domiciliary Agent on such currency.
- 1.10 **Maturity of the Certificates of Deposit** The tenor of the Certificates of Deposit shall be not less than one day or more than 364 days from and including the date of issue, subject to compliance with any applicable legal and regulatory requirements (including the rules of the Clearing System).
- 1.11 **Minimum Issuance Amount** Issuance with a minimum amount of EUR 250,000 (in case of Certificates of Deposit denominated in EUR). In case of Certificates of Deposit denominated in a currency other than EUR,, the euro equivalent of the issuance amount of such Certificates of Deposit shall not be less than EUR 250,000 (as determined on the Trade Date and on the Issue Date).
- 1.12 **Minimum denomination of the Certificates of Deposit** Certificates of Deposit may have any denomination, subject to compliance with any applicable legal and regulatory requirements (including the rules of the Clearing System). The initial minimum denomination for Certificates of Deposit is EUR 250,000, provided that the equivalent of that amount in euro is not less than EUR 250,000 (as determined on the Trade Date and on the Issue Date). The minimum denominations of Certificates of Deposit denominated in other currencies will comply with any applicable legal and regulatory requirements, and the equivalent of the minimum denomination of such Certificate of Deposit denominated in a Foreign Currency in euro shall be not less than EUR 250,000 (as determined on the Trade Date and on the Issue Date). Minimum denominations may be increased from time to time, subject to compliance with any legal and regulatory requirements.

1.13	Status of the Certificates of Deposit	<ul style="list-style-type: none"> - Direct, unconditional, unsubordinated and unsecured obligations that rank and will rank at least <i>pari passu</i> with all present and future unsecured and unsubordinated obligations of the Issuer, as the case may be, other than obligations preferred by law applying to companies generally. - Negative pledge: none
1.14	Governing law that applies to the Certificates of Deposit	The Certificates of Deposit will be governed by Belgian law.
1.15	Listing	Not applicable.
1.16	Settlement system	NBB-SSS : Securities Settlement System offered by the NBB.
1.17	Rating(s) of the Programme	The Programme is not rated.
1.18	Issuing and paying agent(s)	BNP Paribas Fortis SA/NV (“the Domiciliary Agent ”),.
1.19	Arranger	BNP Paribas Fortis SA/NV.
1.20	Dealers	AXA Bank Belgium and BNP Paribas Fortis SA/NV
1.21	Selling restrictions	See Appendix 4.
1.22	Taxation	See Appendix 5.
1.23	Involvement of national authorities	The National Bank of Belgium is involved solely as operator of the Clearing System.

2. INFORMATION CONCERNING THE ISSUER

2.A Information concerning the Issuer

2.1a	Legal name	AXA Bank Belgium
2.2a	Legal form/status	A public company with limited liability (<i>société anonyme / naamloze vennootschap</i>) under Belgian Law.
2.3a	Date of incorporation/establishment	27 August 1881
2.4a	Registered office	Troonplein 1, B-1000 Brussels
2.5a	Registration number, place of registration	Registered at the " <i>Rechtspersonenregister / Registre des Personnes Morales</i> ", Brussels, under enterprise number BE0.404.476.835
	Legal Entity Identifier (LEI)	LSGM84136ACA92XCN876
2.6a	Company's purpose	The Issuer's object is to carry out all transactions that are consistent and in accordance with the laws and regulations applicable to credit institutions. It can carry out all financial transactions, a.o the collection of capitals, in whichever way these are repayable, granting credits and credit loans backed by a mortgage or the deposit of values, for its own account and for the account of third parties. It can finance transactions on account, grant loans and credits, a.o. backed by a floating charge, and carry out transactions at discount and re-discount. It can exercise all activities, carry out or found all businesses and execute all transactions that are, directly or indirectly connected with its object and the nature of which is to promote its realization, as all businesses or transactions that can be carried out or organized by way of service to its clients, a.o. in the area of insurance. It can carry out all investments in view of the best use of its funds or those that have been entrusted to it. It can, subject to approval by the general meeting of shareholders, merge with other companies with a similar object, according to such terms considered to be the most suitable.
2.7a	Summarised description of current activities	The Issuer is a member of the AXA Group. Its objective is to complement its Financial Protection offering with a range of simple and attractive banking products, mainly offered through a network of independent agents and over the internet. Furthermore, the Issuer offers market-related services to the AXA Group.
2.8a	Capital or equivalent	At the date of this Information Memorandum, the issued fully paid share capital amounted to EUR 681.318.241,47 represented by 493.744.650 ordinary shares in registered form, without nominal value (for updates, please see Documents Incorporated by Reference on page 8 above).

2.16a **Rating of the Issuer**

Actual ratings:

S&P A+/A-1/Stable outlook

Moody's A2:P-1/Stable outlook

3. CERTIFICATION OF INFORMATION

3.A Certification concerning the Issuer

3.1a **Persons responsible for the Information Memorandum** AXA Bank Belgium, 1000 Brussels, Troonplein 1, telephone number 32-2-678.69.78, represented by Mr. Emmanuel Vercoustre, vice chairman of the management committee and chief financial officer, and Mr. Olivier Dewell, director treasury & intermediation.

3.2a **Declaration of the person(s) responsible for the Information Memorandum** The undersigned, acting as duly authorised officer of the Issuer, having made all reasonable enquiries confirm that to the best of their knowledge and belief:

- this Information Memorandum and any Appendices, or supplements thereof contains all information with respect to the Issuer and the Certificates of Deposit to be issued under this Programme which is material in the context of the Programme;

- the information with respect to the Issuer and the Certificates of Deposit contained in the Information Memorandum is true and accurate in all material respects and is not misleading;

- the opinions and intentions expressed in the Information Memorandum are honestly held; and

- there are no other facts the omission or occurrence of which would, in the context of the Programme and the issuance of Certificates of Deposit thereunder, make any such information or the expression of any such opinions or intentions misleading.

In accordance with the terms of the Treasury Notes Law and the Treasury Notes Decree, the Issuer accepts responsibility for the Information Memorandum and its supplements and updates if any; in particular, the Issuer will be responsible towards interested parties for losses which may occur as an immediate and direct result of the absence or inaccuracy of any matters that allow the potential investors to assess any proposed transaction under the Programme as well as the rights attached to the Certificates of Deposit.

3.3a **Date, place of signature, signature** **08 September 2017**, Brussels.

3.4a **Independent auditors of the Issuer, who have audited the accounts of the Issuer's annual report** PricewaterhouseCoopers Bedrijfsrevisoren CVBA, Woluwedal 18, 1932 Sint-Stevens-Woluwe (Belgium), represented by Mr. Tom Meuleman.

3.5a **Disclaimer clauses for Dealers, Issuing and Paying Agent and Arranger** See pages 2, 3 and 4.

4. APPENDICES

Appendix 1:	Issuer's Annual Report 2016
Appendix 2	Issuer's Annual Report 2015
Appendix 3:	Terms and Conditions of the Programme
Appendix 4:	Selling Restrictions
Appendix 5:	Taxation

APPENDIX 1: ISSUER'S ANNUAL REPORT FOR THE YEAR 2016 (N-1)

The annual report of the Issuer, including its financial statements, for the financial year **2016** (year n-1) is incorporated by reference in this Information Memorandum.

A copy of the annual report for the financial year **2016** (year n-1) can be obtained upon request from the Issuer, and is available on the website of the NBB: www.nbb.be.

APPENDIX 2: ISSUER'S ANNUAL REPORT FOR THE YEAR 2015 (N-2)

The annual report of the Issuer, including its financial statements, for the financial year **2015** (year n-2) is incorporated by reference in this Information Memorandum.

A copy of the annual report for the financial year **2015** (year n-2) can be obtained upon request from the Issuer, and is available on the website of the NBB: www.nbb.be.

APPENDIX 3: TERMS AND CONDITIONS

The following are the terms and conditions which (subject to completion and amendment, in particular by the relevant Descriptive Card) will govern any Certificate of Deposit.

Certificates of Deposit will be issued in dematerialised form in accordance with the Treasury Notes Law and the Treasury Notes Decree.

1. DEFINITIONS

In these Conditions, all capitalised terms shall, unless specified otherwise or where the context requires otherwise, have the meaning set out below.

Arranger	: BNP Paribas Fortis SA/NV.
Business Day	: in respect of Certificates of Deposit denominated in Euro, any day other than a Saturday or a Sunday on which payment transactions in Euro can be settled (currently any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System and the Clearing System are open for business), and, in respect of Certificates of Deposit denominated in a Foreign Currency, any day on which banks, clearing systems and exchange markets are open for business in Brussels and in the principal financial centre of the Foreign Currency in which the Certificates of Deposit are denominated.
Certificates of Deposit	: any Certificate of Deposit (<i>certificats de dépôt/depositocertificaten</i>) in dematerialised form issued from time to time under the Programme in accordance with the Treasury Notes Law and the Treasury Notes Decree and having a Tenor of not more than 364 days.
Certificate of Deposit holder	: any holder of a Certificate of Deposit.
Clearing Agreement	: The clearing services agreement dated on or about the date of the Information Memorandum between the Issuer, the Domiciliary Agent and the NBB relating to the clearing and settlement of the Certificates of Deposit issued under this Programme, as amended or/and supplemented or/and restated from time to time.
Clearing System	: Securities Settlement System offered by the NBB (" NBB-SSS "): the X/N clearing system operated by the NBB, or by any successor thereof as operator of the X/N clearing system.
Clearstream, Luxembourg	: Clearstream Banking, <i>société anonyme</i>
Conditions	: the terms and conditions governing the Certificates of Deposit as set out in the Information Memorandum and in the relevant Descriptive Card.
Dealers	: AXA Bank Belgium and BNP Paribas Fortis SA/NV, and any other Dealer appointed from time to time in accordance with the Dealer Agreement.

Dealer Agreement	:	the dealer agreement dated on or about the date of the Information Memorandum between the Issuer and the Original Dealers (as defined therein), as amended or/and supplemented or/and restated from time to time.
Descriptive Card	:	the information card (<i>fiche signalétique / inlichtingenblad</i>) to be prepared for the purposes of the Clearing Agreement in respect of each issue of Certificates of Deposit setting out the specific terms and conditions of such issue.
Discount Certificates of Deposit	:	the Certificates of Deposit with a Tenor of less than or equal to 364 days that are issued on a discount basis.
Domiciliary Agent or Issuing and Paying Agent	:	BNP Paribas Fortis SA/NV pursuant to the Domiciliary Agency Agreement.
Domiciliary Agency Agreement	:	the domiciliary agency agreement dated on or about the date of the Information Memorandum between the Issuer and BNP Paribas Fortis SA/NV, as amended or/and supplemented or/and restated from time to time.
Euro, EUR	:	the lawful currency of the participating member states of the European Union that adopt or have adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on the European Union.
Euroclear	:	Euroclear Bank SA/NV
Event of Default	:	one or more of the events described in Condition 15.
Exempt Account (X-Account)	:	a securities account in the Clearing System on which Certificates of Deposit are kept for the account of persons or institutions referred to in Article 4 of the Royal Decree of 26 May 1994 (as amended), as further defined and explained in Appendix 5, as a result of which an exemption from Withholding Tax applies.
Face Value	:	means (i) in respect of any Discount Certificate of Deposit, the par value of such Certificate of Deposit, exclusive of premium, payable by Issuer at the Maturity Date of such Certificate of Deposit, and (ii) in respect of any interest-bearing Certificate of Deposit, the principal amount of such Certificate of Deposit, exclusive of premium or interest, payable by the Issuer at the Maturity Date of such Certificate of Deposit
Foreign Currency	:	any lawful currency other than Euro for which the European Central Bank daily publishes Euro foreign exchange reference rates, provided that the NBB and the Domiciliary Agent accept such currency and subject to compliance with all applicable legal and regulatory requirements (including the rules of the Clearing System).
Information Memorandum	:	the informative document dated 08 September 2017 in respect of the Programme, including the Conditions, the documents incorporated by reference therein, and any additional documents, supplements or updates thereto.

Interest Payment Date	:	has the meaning given to it in Condition 13.
Interest Period	:	means the period from and including the Issue Date or an Interest Payment Date, to and excluding the next Interest Payment Date (or, in respect of the last such interest period, the Maturity Date).
Issue Date	:	the date on which a Certificate of Deposit is, or is to be, issued in accordance with the Domiciliary Agency Agreement.
Issuer or Company	:	AXA Bank Belgium ("AXA Bank") is a public limited liability company of unlimited duration incorporated under Belgian law and is registered in the "Rechtspersonenregister" / "Registre des Personnes Morales" under enterprise number BE0.404.476.835, and liable to VAT under the number BE 404.476.835. Its registered office is situated at 1000 Brussels, Troonplein 1 and its telephone number is 00 32 2 678.61.11.
Maturity Date	:	the date on which the principal amount of a Certificate of Deposit becomes due and payable in accordance with the terms thereof, as set out in the relevant Descriptive Card.
NBB	:	<i>Banque Nationale de Belgique SA / Nationale Bank van België NV</i> , having its registered office at 14, boulevard de Berlaimont, B-1000 Brussels, Belgium, provided that, if the NBB ceases to be the operator of the Clearing System in relation to the Certificates of Deposit, references to the NBB shall henceforth refer to the successor operator thereof in relation to the Certificates of Deposit.
Non-exempt Account (N-Account)	:	the securities accounts opened in the Clearing System in the name of persons or institutions that do not qualify under Article 4 of the Royal Decree of 26 May, 1994 as amended, for an Exempt Account and for which Withholding Tax applies.
Original Dealers	:	AXA Bank Belgium and BNP Paribas Fortis SA/NV
Programme	:	the programme for the issue by the Issuer of Certificates of Deposit as set out in the Information Memorandum.
Programme Maximum Amount	:	EUR 1,000,000,000, or its equivalent in any Foreign Currency (as determined by the Issuer on any Trade Date of Certificates of Deposit), as may be increased from time to time in accordance with the Dealer Agreement.
Tenor	:	the period from and including the Issue Date of a Certificate of Deposit up to but excluding the Maturity Date of such Certificate of Deposit (and which shall be a minimum of one day and a maximum of 364 days).
Trade Date	:	the date on which an agreement is reached between the Issuer and one or more Dealers in respect of the issue and subscription of Certificates of Deposit.
Transaction Date	:	the date on which a secondary transaction in Certificates of Deposit is agreed upon.

- Treasury Notes Decree** : the Belgian Royal Decree of 14 October 1991 (as amended from time to time) relating to *billets de trésorerie et certificats de dépôt / thesauriebewijzen en depositobewijzen*.
- Treasury Notes Law** : the Belgian Law of 22 July 1991 (as amended from time to time), relating to the *billets de trésorerie et certificats de dépôt / thesauriebewijzen en depositobewijzen*.
- Withholding Tax** : the withholding tax (*roerende voorheffing / précompte mobilier*) levied on the payment or attribution of interest pursuant to the Belgian Income Tax Code and its execution Royal Decree of 27 August 1993, the Law of 6 August 1993 and the Royal Decree of 26 May 1994, each as amended from time to time.

2. GENERAL

Pursuant to the Dealer Agreement, the Issuer has appointed BNP Paribas Fortis SA/NV, and AXA Bank Belgium in relation to the placement from time to time of Certificates of Deposit.

The Issuer has authorised and requested the Dealers to circulate this Information Memorandum on its behalf to any potential investor, subject to the selling restrictions set out in Appendix 4. This Information Memorandum will also be available at the registered office of the Issuer.

Any Dealer shall, in connection with such appointment and in relation to the Certificates of Deposit, act solely for and upon the instructions of the Issuer and shall incur no liability for or in respect of any action taken by it pursuant to such instructions, nor shall such Dealer have any obligations to, or a relationship of agency or trust with, any Certificates of Deposit holder.

In accordance with the Dealer Agreement, additional dealers may be appointed under the Programme.

Pursuant to the Domiciliary Agency Agreement, the Issuer has appointed BNP Paribas Fortis SA/NV as Domiciliary Agent to represent the Issuer in the Clearing System.

The following terms are the full terms and conditions which will be applicable to each series of Certificates of Deposit. These Terms and Conditions are enforceable to the subscribers and acquirers of Certificates of Deposit issued under the Programme.

3. COVENANT TO PAY

For value received, the Issuer will pay in respect of each Certificate of Deposit on the Maturity Date of such Certificate of Deposit, at the office of, or to the account specified by, the Domiciliary Agent in accordance with the Clearing Services Agreement and the Domiciliary Agency Agreement, in respect of any Discount Certificate of Deposit, the Face Value of such Certificate of Deposit and, in respect of each Certificate of Deposit which bears interest, the principal amount of such Certificate of Deposit together with the interest due in accordance with Condition 13 (*Interest*).

4. DURATION OF THE PROGRAMME

Undefined. The Programme may be terminated in accordance with the Dealer Agreement, provided that the Conditions will remain in full force and effect in respect of any Certificate of Deposit outstanding on the termination date of the Programme until any such Certificate of Deposit has been redeemed in full.

5. FORM OF THE CERTIFICATES OF DEPOSIT

The Certificates of Deposit will be evidenced by certificates of deposit (*certificats de dépôt/depositocertificaten*) in dematerialised form (*gedematerialiseerd / dématérialisé*) issued in accordance with the Treasury Notes Law and the Treasury Notes Decree, and will not be exchangeable into bearer or registered securities. The Certificates of Deposit, being in dematerialised form, are not represented by any bearer document or register entry but by book entries in securities accounts maintained with the Clearing System itself or with its participants or sub-participants approved by the Belgian Financial Services and Markets Authority (FSMA) for the purpose of maintaining such securities accounts.

6. MAXIMUM AMOUNT

The aggregate principal amount of the Certificates of Deposit issued and outstanding shall not at any time exceed the Programme Maximum Amount. Accordingly, no issue of Certificates of Deposit will be permitted if this would result in the aggregate principal amount of the Certificates of Deposit outstanding under the Programme exceeding the Programme Maximum Amount.

7. CURRENCY

Certificates of Deposit may be issued in Euro or US Dollar and, subject to (i) the terms of the Dealer Agreement, (ii) the written consent of the Domiciliary Agent and (iii) compliance with any applicable legal and regulatory requirements (including the rules of the Clearing System), in any other Foreign Currency.

For Certificates of Deposit issued in a Foreign Currency, the equivalent in Euro of such Certificates of Deposit will be determined by the Issuer on the basis of prevailing market rates on the Business Day preceding the Issue Date and will be communicated to the Domiciliary Agent.

8. DENOMINATION

Subject to the applicable minimum denomination, Certificates of Deposit may be issued in any denomination. The minimum denomination of each Certificate of Deposit will be EUR 250,000, provided that the euro equivalent of the denomination of any Certificate of Deposit issued in a Foreign Currency will be not less than EUR 250,000 (as determined on the Trade Date and on the Issue Date of such Certificate of Deposit) or, without prejudice to the selling restrictions set out in Appendix 4 hereto, such other minimum denomination as may be required from time to time by the Treasury Notes Law, the Treasury Notes Decree or any other applicable laws or regulations (whether Belgian or foreign).

For Certificates of Deposit issued in another currency than Euro, the equivalent in Euro will be calculated by the Issuer on the basis of the latest indicative exchange rate published by the European Central Bank at the official publication time as determined from time to time by the ECB on the Business Day preceding the Issue Date.

9. TENOR AND MATURITY OF THE CERTIFICATES OF DEPOSIT

Any Certificate of Deposit shall have a Tenor of at least one day and a maximum of 364 days, subject to compliance with the rules of the Clearing System and any applicable law or regulation. In case any applicable law or regulation imposes a minimum or maximum tenor in respect of Certificates of Deposit, such minimum or maximum tenor shall apply in respect of any Certificate of Deposit issued after the entry into force thereof.

10. PAYMENTS

Payments of principal and, if applicable, interest under Certificates of Deposit denominated in Euro shall be made through the Clearing System in accordance with the rules thereof and payments of principal and, if applicable,

interest under Certificates of Deposit not denominated in Euro, shall be made through the Domiciliary Agent and Euroclear and/or Clearstream, Luxembourg in accordance with the rules thereof.

All payments in respect of the Certificates of Deposit are subject to any applicable fiscal or other laws and regulations, without prejudice however to the provisions of Condition 17 (*Taxation*).

If the Maturity Date or, if applicable, the relevant Interest Payment Date is not a Business Day, payment in respect of the Certificates of Deposit will not be made until the next following Business Day. Certificate of Deposit holders shall not be entitled to any interest or other sums due in respect of such postponed payment.

11. SETTLEMENT, CLEARING & CUSTODY

Settlement will take place 2 Business Days after the relevant Trade Date, unless otherwise specified in the applicable Descriptive Card. For the purpose of secondary transactions, "Trade Date" should read "Transaction Date".

Certificates of Deposit may only be held on a securities account with the NBB or with an institution which is a participant or sub-participant (*instelling die rekeningen bijhoudt / teneur de compte*) in the Clearing System and which is approved by the NBB thereto.

12. ISSUE PRICE

12.1. Discount Certificates of Deposit

Discount Certificates of Deposit will be issued on a discount basis, for which the implicit rate will be the interest rate mentioned on the Descriptive Card. In such case, the issue price paid to the Issuer on the Issue Date shall be calculated as follows:

$$IP = \frac{FV}{1 + \left(\frac{D \times Y}{C}\right)}$$

where :

- IP is the issue price of the Certificate of Deposit
- FV is the Face Value of the Certificate of Deposit to be redeemed on the Maturity Date
- Y is the yield of the Certificate of Deposit expressed as an annual rate per annum divided by 100
- D is the actual number of days in the period from and including the Issue Date to, but excluding, the Maturity Date
- C 360 or such other basis that may be market practice for the relevant currency at the time of issue of the Certificates of Deposit

12.2. Interest-bearing Certificates of Deposit

Interest-bearing Certificates of Deposit will be issued at a price that will be mentioned in the Descriptive Card.

13. INTEREST

13.1. Discount Certificates of Deposit

Discount Certificates of Deposit will be issued at a discount to their principal amount and will not bear interest until their Maturity Date. In case payments are not made when due, interest shall accrue after the Maturity Date in accordance with Condition 16 (*Default Interest*).

Notwithstanding any provision herein stating the contrary, any calculation or payment of interest or principal shall be subject to the terms of the Clearing Agreement, the Treasury Notes Law and the Treasury Notes Decree.

13.2. Interest Bearing Certificates of Deposit: Interest Rate

Each interest-bearing Certificate of Deposit bears interest at a rate per annum that will be determined as follows:

- (i) in respect of each Certificate of Deposit bearing interest at a fixed rate, the interest rate will be determined at the time of issue of such Certificate of Deposit by the Issuer and the investor(s) and be set out in the Descriptive Card; and
- (ii) in respect of each Certificate of Deposit bearing interest at a floating rate, the interest rate will be calculated for each Interest Period by the Domiciliary Agent, in accordance with the terms agreed upon by the Issuer and the investor(s) as set out in the Descriptive Card, by determining the basis rate for the duration specified in the Descriptive Card using, if available, a Reuters or Telerate screen, and by adding to or subtracting as the case may be, from such basis rate the margin mentioned in the Descriptive Card.

13.3. Accrual of Interest

Interest on each Certificate of Deposit that bears interest will be payable in arrears on the dates specified in the Descriptive Card and on the Maturity Date (each, an Interest Payment Date).

The amount of interest payable for an Interest Period shall be calculated as follows:

Face Value of the Certificate of Deposit x Interest Rate x Day Count Fraction

Where "Day Count Fraction" means the actual number of days in the Interest Period divided by 360, or on such other basis as may be market practice for the relevant currency at the time of issue of such Certificate of Deposit.

13.4. Other

Certificates of Deposit may be issued upon other terms, as indicated in the Descriptive Card. Notwithstanding any provision herein stating the contrary, any calculation or payment of interest or principal shall be subject to the terms of the Clearing Agreement, the Treasury Notes Law and the Treasury Notes Decree.

14. STATUS

The Certificates of Deposit shall represent direct, unconditional, unsubordinated and unsecured obligations that rank and will rank at least *pari passu* with all present and future unsecured and unsubordinated obligations of the Issuer other than obligations preferred by law .

15. EVENTS OF DEFAULT

The following events shall constitute an event of default (each an "**Event of Default**"):

- (a) a default by the Issuer in any payment when due of principal or interest on any Certificate of Deposit (including the payment of Additional Amounts) (as defined below) and such default continues for a period of more than 7 Business Days;
- (b) a default by the Issuer in the performance or observance of any of its other obligations, conditions or other provisions under or in respect of the Certificates of Deposit, as the case may be, if such default is not remedied within 30 days after receipt by the Domiciliary Agent of written notice from a Certificate of Deposit holder requiring such default to be remedied;
- (c) any other present or future indebtedness of the Issuer for borrowed monies becomes due and payable prior to its stated maturity as a result of a default thereunder, or any such indebtedness shall not be paid when due (or, as the case may be, within any originally applicable or subsequently granted grace period therefore), or any steps shall be taken to enforce any security in respect of any such indebtedness, or any guarantee or indemnity given by the Issuer for, or in respect of, any such indebtedness of others shall not be honored when due and called upon, and, in each of these instances, the amount requested or unpaid exceeds, whether individually or in the aggregate, EUR 10,000,000 (or its equivalent in any other currency);
- (d) the Issuer is dissolved or wound up or otherwise ceases to exist prior to the redemption in full of all outstanding Certificates of Deposit;
- (e) the Issuer (i) becomes insolvent or suspends or is unable to pay all or a material part of its debts when they fall due, (ii) ceases or threatens to cease all or substantially all of its business or disposes of all of its assets (including shares), (iii) takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors, (iv) declares a moratorium in respect of any of its indebtedness or any guarantee of any indebtedness granted by it, (v) commences a voluntary case or other proceeding under any applicable bankruptcy, insolvency or other similar law applicable from time to time, or (vi) has a trustee, receiver, liquidator, custodian, assignee, sequestrator or other similar official appointed in respect of it, or the whole or any part of its undertaking, assets and revenue (or application for any such appointment is made or consented to by it);
- (f) an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Issuer;
- (g) it becomes unlawful for the Issuer to perform any of its material obligations under the Certificates of Deposit or any of its obligations ceases to be valid, binding or enforceable;
- (h) a material change of the nature of the activities of the Issuer, as compared to the activities as these are carried out on the Issue Date of the relevant Certificates of Deposit, which is materially adverse to the interests of the Certificate of Deposit holder, occurs; or
- (i) a transfer or sale of all or substantially all of the assets of the Issuer, except if due to a reorganisation of the Issuer for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation of the Issuer on a solvent basis (unless such reconstruction, amalgamation, reorganisation, merger or consolidation on a solvent basis results in the debtor of the Certificates of Deposit becoming a mere holding company without material operational activities).

If an Event of Default has occurred and while it is continuing any Certificate of Deposit holder may, by written notice through registered letter to the Issuer and the Domiciliary Agent, declare the Certificates of Deposit it holds immediately due and payable, unless prior to the date of receipt of such notice any such Event of Default shall have been cured.

16. DEFAULT INTEREST

If the Issuer fails to pay any sum payable under the Programme when due, interest shall accrue and be payable on the overdue amount ipso jure and without prior notice on a day to day basis from the due date until actual payment of all amounts due (whether before or after judgement) at a rate of 0.5% per annum over the implicit rate. Such interest shall not be calculated on a compound basis.

17. TAXATION

All payments of principal and interest by the Issuer in respect of the Certificates of Deposit will be made without deduction or withholding for, or on account of, any present or future taxes or duties of whatever nature imposed or levied by, or on behalf of, the Kingdom of Belgium, or any political subdivision thereof or any authority or agency therein or thereof having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amount (the “**Additional Amount**”) as may be necessary to ensure that the net amounts received by the Certificates of Deposit holders after such deduction or withholding shall equal the respective amounts which would have been received by the Certificate of Deposit holders in the absence of such deduction or withholding.

No Additional Amounts shall be payable in respect of any Certificate of Deposit:

- (a) where such withholding or deduction is imposed on a payment to an individual or residual entity within the meaning of the European Council Directive 2003/48/EC and is required to be made pursuant to any European Union Directive on the taxation of savings implementing the conclusion of the ECOFIN Council meeting of 26-27 November 2000, any law implementing or complying with, or introduced in order to conform to, such Directive or any agreement on savings income concluded by a EU member state with the dependent or associate territories of the EU;
- (b) to a Certificate of Deposit holder (or a third party on its behalf) who is liable to such taxes or duties by reason of it having some connection with the Kingdom of Belgium other than (a) the mere holding of such Certificate of Deposit or (b) the receipt of any amounts in respect of such Certificate of Deposit; or
- (c) where the Certificate of Deposit holder (or the beneficial owner) was, at the time of issue of such Certificate of Deposit, not an eligible investor within the meaning of Article 4 of the Belgian Royal Decree of 26 May 1994 (as amended or replaced from time to time) (an “**Eligible Investor**”) or was an Eligible Investor at the time of issue of such Certificate of Deposit but for reasons within the control of such Certificate of Deposit holder, ceased to be a Eligible Investor or, at any relevant time on or after the issue of the Certificates of Deposit, otherwise failed to meet any other condition for the exemption of Belgian Withholding Tax.

The investor will bear any tax, duty or fiscal liability which may arise from the purchase or holding of Certificates of Deposit.

18. REDEMPTION

18.1. *Final Redemption*

The Certificates of Deposit will be redeemed at their Face Value on the Maturity Date, subject to the redemption or cancellation of the Certificates of Deposit prior to their Maturity Date.

18.2. *Purchase of Certificates of Deposit by the Issuer.*

The Issuer may at any time purchase Certificates of Deposit, provided that such purchase is made by the Domiciliary Agent acting for the Issuer and provided that such Certificates of Deposit are cancelled, without prejudice to the right of the Issuer to issue new Certificates of Deposit.

19. SECONDARY MARKET

Each Certificate of Deposit holder may transfer or sell its Certificates of Deposit. In the event any holder wishes to sell any Certificates of Deposit before their Maturity Date, each Dealer has represented to the Issuer that they shall - on a best effort basis - seek a buyer, without any commitment to find a buyer for such Certificate of Deposit or to acquire such Certificate of Deposit itself. Any secondary market transaction shall take place in accordance with the applicable laws and regulations and be subject to the rules of the Clearing System.

20. NOTICES

Notices to the Certificate of Deposit holders will be validly made if (i) made by direct mail to the Certificate of Deposit holder or to a participant or sub-participant of the Clearing System through which Certificates of Deposit are held in the Clearing System, (ii) made by a notice through the Clearing System, or (iii) published in one or more financial daily newspaper having general circulation in Brussels (which is expected to be “*L’Echo*” and/or “*De Tijd*”).

Notices to the Issuer or to the Domiciliary Agent will be made to their respective registered offices by mail or telefax.

Issuer

AXA Bank Belgium

Troonplein 1
B-1000 Brussels
Belgium

E-Mail: louisphilippe.lavigne@axa.be

Phone : + 32 (0)2 678 69 42

Attn: Treasury Desk

Louis Philippe Lavigne

Domiciliary Agent

BNP Paribas Fortis SA/NV
Montagne du Parc/Warandeberg 3
B-1000 Brussels
Belgium

Phone : + 32 (0)2 565 75 30

Fax : + 32 (0)2 565 98 29

Attn : CP Desk

Any information regarding the Programme may be obtained from any Dealer, whose contact details are set out in the section “Programme Participants” below.

A notice shall be deemed received when delivered (if by registered mail), when made (if by telephone) and when dispatched (if by facsimile). Any notice by telephone or facsimile shall be promptly confirmed by registered mail. In addition to the foregoing, any notice to Certificate of Deposit holders given by the Issuer will also be passed on by the Dealers to the Certificate of Deposit holders known to them.

21. APPLICABLE LAW - JURISDICTION

The Certificates of Deposit shall be governed by and construed in accordance with the laws of the Kingdom of Belgium (including the Treasury Notes Law and the Treasury Notes Decree) and any dispute in relation therewith will be subject to the exclusive jurisdiction of the courts of Brussels, Belgium.

22. APPENDICES

Appendices 4 and 5 form an integral part of the Conditions.

By purchasing any Certificate of Deposit, the holder of such Certificate of Deposit agrees to comply with the selling restrictions set out in Appendix 4.

APPENDIX 4 - SELLING RESTRICTIONS

1. General

Each Dealer has represented, warranted and agreed that it will observe all applicable laws and regulations in any jurisdiction in which it may offer, sell or deliver Certificates of Deposit and it will not directly or indirectly offer, sell, resell, re-offer or deliver Certificates of Deposit or distribute the Information Memorandum, advertisement or other offering material in any country or jurisdiction except under circumstances that will result, to the best of its knowledge and belief, in compliance with all applicable laws and regulations.

2. United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) in relation to any Certificates of Deposit, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Certificates of Deposit other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Certificates of Deposit would otherwise constitute a contravention of Section 19 of the UK FSMA by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the UK FSMA) received by it in connection with the issue or sale of any Certificates of Deposit in circumstances in which Section 21(1) of the UK FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the UK FSMA with respect to anything done by it in relation to any Certificates of Deposit in, from or otherwise involving the United Kingdom.

3. United States of America

The Certificates of Deposit have not been and will not be registered under the U.S. Securities Act of 1933 (the “**Securities Act**”) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act (“**Regulation S**”) or pursuant to an exemption from the registration requirements of the Securities Act. Each Dealer represented that it has offered and sold, and agree that they will offer and sell, Certificates of Deposit only outside the United States to non-US persons in accordance with Rule 903 of Regulation S. Accordingly, neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the Certificates of Deposit, and it and they have complied and will comply with the offering restrictions requirement of Regulation S. Each Dealer and its affiliates also agree that, at or prior to confirmation of sale of Certificates of Deposit, they will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Certificates of Deposit from them during the distribution compliance period a confirmation or notice to substantially the following effect:

*“The securities covered hereby have not been registered under the U.S. Securities Act of 1933 (the “**Securities Act**”) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of an identifiable tranche of which such Certificates of Deposit are a part, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S under the Securities Act.”*

Terms used in this paragraph have the meanings given to them by Regulation S.

4. Japan

The Certificates of Deposit have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; (the “**FIEA**”). Accordingly, each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Certificates of Deposit in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and other applicable laws, regulations and ministerial guidelines of Japan.

APPENDIX 5 – TAXATION

THIS SECTION PROVIDES A GENERAL DESCRIPTION OF CERTAIN BELGIAN LEGAL/TAX ISSUES AND CONSEQUENCES OF ACQUIRING, HOLDING, REDEEMING AND/OR DISPOSING OF THE CERTIFICATES OF DEPOSIT, BASED ON BELGIAN LEGISLATION AND REGULATIONS AND ON THE CLEARING AGREEMENT.

The summary below provides general information only and is restricted to the matters stated therein. It is intended neither as legal/tax advice nor as a comprehensive description of Belgian laws and practices currently applicable. It is based on the information provided in the Information Memorandum and on Belgian laws, regulations, resolutions and other public rules with legal effect, and the interpretation thereof under published case law, all as in effect on the date of this Information Memorandum, which are subject to change, potentially with retrospective effect. Prospective acquirers are urged to consult their own advisors concerning the detailed and overall legal/tax consequences of acquiring, holding, redeeming and/or disposing of the Certificates of Deposit.

Terms not otherwise defined herein shall have the same meaning as in the Conditions.

1. Description of the Belgian Clearing System

General

The clearing of dematerialised treasury notes and deposit certificates, including the Certificates of Deposit, is organised by the Law of 6 August 1993 and the Royal Decree of 26 May 1994 and 14 June 1994. The Clearing System has been approved by a Royal Decree of 14 June 1994.

Securities accounts in the Clearing System can be:

- Exempt Accounts or X-accounts for investors for which withholding tax does not constitute the final tax (companies subject to corporate tax, non-residents, ...), as well as for public sector entities (such as municipalities); no withholding tax is deducted on payments in respect of securities held on such accounts (coupons or premium on issue price); and
- Non-Exempt Accounts or N-accounts for investors for which withholding tax constitutes the final tax (such as private individuals); withholding tax is deducted by the Clearing System from any payments to the investor in respect of securities held on such accounts.

Further to this principle, tax clearing operates on transactions between X and N accounts, in order to ensure the levy of withholding tax on payments to non-exempt investors (deduction of withholding tax) and also to avoid such investors bearing withholding tax on a full coupon when they purchase a security in the course of the coupon period (reimbursement of withholding tax). Investors holding securities on an X-account are always credited with the gross revenue.

Clearing Agreement

The Issuer has concluded the Clearing Agreement with the Domiciliary Agent and with the NBB for clearing operations regarding dematerialised Certificates of Deposit.

All commitments and rights established by the Clearing Agreement for the Issuer's account are executed directly by the Issuer or by the Domiciliary Agent acting on behalf of the Issuer.

If another Domiciliary Agent is appointed, the Issuer is bound to notify the NBB in writing about this substitution, an appendix to the Clearing Agreement will then be drawn up, mentioning the new Domiciliary Agent. In any case, the substitution of Domiciliary Agent will come into effect only for issuances that will take place after the date whereon the substitution has been notified and for securities

that have received another ISIN code than those allocated to the securities that have been issued before the substitution of the Domiciliary Agent.

For all issuances preceding the change of Domiciliary Agent, the initial Domiciliary Agent will remain entirely committed to its obligations resulting from the agreement.

Issuance Procedure

At 11 a.m. (Brussels Time), at the latest, on the settlement day for securities denominated in euro and on the preceding Business Day for securities denominated in Foreign Currencies, the Domiciliary Agent informs the NBB as operator of the Clearing System about the specific terms of the planned issue (including ISIN code, nominal amount of the securities, issue price and the redemption price, settlement date and maturity date, interest rate or yield, ...).

On the settlement date, the NBB as operator of the Clearing System credits the securities account of the Domiciliary Agent in accordance with the clearing regulations.

Subsequently, at the latest on the settlement date, the Domiciliary Agent allocates the amounts of the subscribed securities among the holders of the securities accounts of all subscribers, according to the usual regulations of the Clearing System.

Delivery through a Euroclear or Clearstream, Luxembourg account can be made. In such case, the delivery will be made on the good value date, but the actual delivery may occur one Business Day after the Issue Date, depending on certain technical constraints.

Payments

On the Business Day preceding the Maturity Date or any Interest Payment Date of the securities after the definitive clearing, the NBB as operator of the Clearing System automatically performs the notifications for the repayment of maturing securities or of the interest due.

A. in EUR

On the Interest Payment Date, the cash account of the Domiciliary Agent is debited with the amount of the interest due.

The cash accounts of the participants are credited with the interest due in accordance with the amounts of the securities registered therein, after deduction of the withholding tax, if any.

On the Maturity Date of the securities, the securities accounts of the participants are debited with the amount of such matured securities registered therein.

Correspondingly, the cash account of the Domiciliary Agent is debited with the amount of the matured securities. The cash accounts of the participants are credited with the amount of the matured securities duly registered therein, after deduction of the withholding tax, if any.

The Issuer has undertaken to provide sufficient funds through the intermediary of its Domiciliary Agent, in order to meet, on due date, the total repayment of all amounts due in capital and interests.

B. in other currencies

The interest due and the redeemable principal of dematerialised securities denominated in Foreign Currencies, are payable by the Issuer or by its Domiciliary Agent, if applicable after deduction of the withholding tax, to the participants keeping the accounts in which such securities are registered, on the

basis of the amounts recorded at the end of the second Business Day preceding the Interest Payment Date or the Maturity Date as such amounts are provided for by the Clearing System.

On the Maturity Date, the Domiciliary Agent pays in Euro in favour of the NBB the amount of the withholding tax which is due by the NBB as operator of the Clearing System to the Treasury, pursuant to article 8 of the Law of 6 August 1993 regarding operations on certain securities, pursuant to its implementation provisions concerning the conversion into euro of securities denominated in Foreign currencies and in accordance with regulation (CE) nr 1103/97 of the Council dated 17 June 1997.

In respect of payments on Certificates of Deposit denominated in any Foreign Currency, the amounts due to the Certificate of Deposit holders will be paid on the basis of the amounts registered on their account at the end of the third Business Day prior to the relevant Interest Payment Date or Maturity Date. In practice, it leads to a transfer restriction during the Business Day prior to a payment date till and including such payment date. This is only a summary of the procedure for payments in other currencies and the investor is invited consult the terms and conditions governing the participation in the NBB-SSS (as updated from time to time) for detailed information.

Issuer's Default

In case of default of the Issuer, or should there be insufficient funds available, or should the Domiciliary Agent reasonably estimate that the Issuer is not able to pay the amount due entirely and on time, any redemption at maturity or any payment of interest will be postponed *ipso jure* until a sufficient credit balance is provided to guarantee the full settlement of all payments due by the Issuer.

The Domiciliary Agent must notify the Issuer's default, lack of cash or its reasonable estimation that the Issuer is not able to pay the amount due to the NBB as operator of the Clearing System as soon as possible and, for Certificates of Deposit denominated in EUR, at the latest before 3 p.m. CET on day preceding the due date for redemption of capital or payment of interests.

After this time limit, the execution of the capital redemption procedures or of interest payment in EUR is supposed to have been accepted by the Domiciliary Agent, whose account is consequently debited.

The notice to be addressed to the NBB as operator of the Clearing System by the Domiciliary Agent has to be made by registered letter with acknowledgement of receipt. In case of emergency, the notice may be made by Swift message or by secured mail, with a confirmation within 24 hours by registered post with acknowledgement of receipt. The parties will agree in advance on the form to be used for Swift messages.

2. Description of the Belgian taxation system

For Belgian tax purposes, interest includes any interest paid on the Certificates of Deposit as well as any amount paid in excess of the initial issue price upon redemption or purchase by the Issuer and in case of a realisation between two Interest Payment Dates to any third party, the *pro rata* of accrued interest corresponding to the detention period.

Withholding tax treatment applicable to Certificates of Deposit held in the X/N system

In accordance with Belgian tax law in force on the date of this Information Memorandum, all payments of interest on certificates of deposit will be subject to withholding tax (subject to certain exceptions) on the gross amount of the interest, currently at a rate of 30%. Tax treaties may provide for a lower rate subject to certain conditions and formalities.

As a consequence of the Certificates of Deposit being cleared in the Clearing System of the NBB, Certificates of Deposit will benefit from the application of the Law of 6 August 1993 on Transactions on

Certain Securities, as amended, and its implementing Royal Decrees of 26 May 1994 and 14 June 1994, as amended.

The Certificates of Deposit issued under Programme will be cleared through the Clearing System of the NBB. The holding of the Certificates of Deposit in the NBB clearing and settlement system permits most types of institutional investors to collect discount and/or interest of their Certificates of Deposit free of withholding tax, and to trade their Certificates of Deposit on a gross basis (see below).

Hence, the deduction, or the absence of deduction, of Belgian withholding tax on payments in respect of the Certificates of Deposit will be governed by the following principles:

1. The Certificates of Deposit shall be booked on the securities account held by the Certificates of Deposit holder with a direct or indirect participant in the Clearing System. Such securities account will be either an X-account or an N-account:

- (a) Exempt Accounts or X-accounts are securities accounts on which the relevant participant keeps the Certificates of Deposit it holds for the account of investors as referred to in Article 4 of the Royal Decree of 26 May 1994, as amended (see the chapter “Eligible Investors” below for the list of these persons and institutions,) and who have complied with the formalities referred to below. Payment of interest made through X-account will benefit from an exemption from withholding tax.
- (b) Certificates of Deposit held by non-Eligible Investors (e.g. that do not qualify under Article 4 of the Royal Decree of 26 May 1994, as amended) will be kept on a Non-Exempt account or N-account; Payment of interest made through Certificates of Deposit kept on such N-accounts will not benefit from an exemption of withholding tax and are subject to a withholding tax of 30 per cent., which the NBB deducts from the payment and pays over the tax authorities. In case of Certificates of Deposit issued at a discount, the difference between the price and the nominal amount constitutes interest for these purposes.
- (c) When opening an Exempt Account for the holding of Certificates of Deposit, investors are normally required to provide the financial institution where this account is kept with a statement stating that the investor qualifies as “Eligible Investor”. The financial institution is required to upstream that statement to the relevant level. The investor shall immediately inform its financial institution of any changes in the information mentioned in the statement. In case the statement is not provided, the Payment of interest will not benefit from an exemption of withholding tax.

In the event that a person or institution ceases to belong to one of the categories defined in Article 4 of the Royal Decree of 26 May 1994 (as amended), the Certificates of Deposit it holds will be held on an N-account (see below).

2. The following are the Eligible Investors, *i.e.* the main categories of persons and/or entities that are, in accordance with Article 4 of the Royal Decree of 26 May 1994, (as amended from time to time), entitled to hold the Certificates of Deposit in an Exempt Account:

- (a) Belgian resident companies subject to Belgian corporate income tax;
- (b) institutions, associations or companies specified in article 2, §3 of the law of 9 July 1975 on the control of insurance companies other than those referred to in (a) and (c) without prejudice of article 262, 1° and 5° of the Belgian code on income tax of 1992 (“code des

impôts sur les revenus 1992”/“wetboek van de inkomstenbelastingen 1992”, the “Income Tax Code of 1992”);

- (c) state regulated institutions (“institutions parastatales”/“parastatalen”) for social security, or institutions which are assimilated therewith, provided for in article 105, 2° of the royal decree implementing the Income Tax Code 1992 (“arrêté royal d’exécution du code des impôts sur les revenus 1992”/“koninklijk besluit tot invoering van het wetboek inkomstenbelastingen 1992”, the “Royal Decree implementing the Tax Code 1992”);
 - (d) non-resident investors provided for in article 105, 5° of the same decree;
 - (e) investment funds, recognised in the framework of pension savings, provided for in article 115 of the same decree;
 - (f) tax payers provided for in article 227, 2° of the Income Tax Code 1992 which have used the income generating capital for the exercise of their professional activities in Belgium and which are subject to non-resident income tax pursuant to article 233 of the same code;
 - (g) the Belgian State in respect of investments which are exempt from withholding tax in accordance with article 265 of the Income Tax Code 1992;
 - (h) investment funds governed by foreign law which are an indivisible estate managed by a management company for the account of the participants, provided the fund units are not offered publicly in Belgium or traded in Belgium;
 - (i) Belgian resident companies, not provided for under (a) above, when their activities exclusively or principally consist of the granting of credits and loans; and
 - (j) Only for the income from debt securities issued by legal persons that are part of the sector public authorities, in the sense of the European system of national and regional accounts (ESA), for the application of the European Community Rule N° 3605/93 of 22 November 1993 on the application of the Protocol on the procedure in case of excessive deficits attached to the Treaty of the European Communities, the legal entities that are part of the aforementioned sector of public authorities
3. Subject to applicable laws and regulations, all payments of principal and interest by the Issuer in respect of the Certificates of Deposit will be made:
- (a) without deduction of withholding tax if the Certificates of Deposit are booked on an X-account; or
 - (b) after deduction of withholding tax on interest if the Certificates of Deposit are booked on an N-account.
4. No Additional Amounts shall be payable with respect to any Certificates of Deposit booked on a N-account on which withholding tax is due.
5. Subject to applicable law, transfers of Certificates of Deposit between an X-Account and an N-account will give rise to certain adjustment payments on account of withholding tax:
- (a) a transfer from an N-Account (to an X-Account or N-Account) gives rise to the payment by the transferor non-Eligible Investor to the NBB or the Domiciliary Agent, as appropriate, of withholding tax on the accrued interest calculated from the last Interest Payment Date up to the transfer date. The withholding tax is due in euro, and is calculated based on the rate of exchange published two Business Days earlier by the NBB;

- (b) a transfer (from an X-Account or N-Account) to an N-Account gives rise to the refund by the NBB or the Domiciliary Agent, as appropriate, to the transferee non-Eligible Investor of withholding tax on the accrued interest calculated from the last Interest Payment Date up to the transfer date. The refund is payable in euro, and is calculated based on the rate of exchange published two Business Days earlier by the NBB; and
- (c) transfers of Certificates of Deposit between two X-Accounts do not give rise to any adjustment on account of withholding tax.

Income Tax

A. Belgian resident individuals

Belgian resident individuals subject to Belgian personal income tax (*personenbelasting/impôt des personnes physiques*) and holding Certificates of Deposit as a private investment, do not have to declare interest in respect of the Certificates of Deposit in their personal income tax return, provided that Belgian withholding tax has effectively been levied on the interest.

Nevertheless, Belgian resident individuals may elect to declare interest in respect of the Certificates of Deposit in their personal income tax return. Interest income which is declared this way will in principle be taxed at a flat rate of 30% (or at the relevant progressive personal income tax rate(s), taking into account the taxpayer's other declared income, whichever is more beneficial). The Belgian withholding tax levied may be credited against the income tax liability.

Provided the Certificates of Deposit are not allocated to the professional activity of the individual, any capital gain upon a sale of Certificates of Deposit to a party other than the Issuer is in principle tax exempt (unless the tax authorities can prove that the capital gain does not result from the normal management of the individual's private estate and except for the part of the sale price attributable to accrued interest).

Capital losses on Certificates of Deposit not allocated to the professional activity of the individual will usually not be deductible

Other tax rules apply to Belgian resident individuals who do not hold the Certificates of Deposit as a private investment.

B. Belgian resident companies

Interest on the Certificates of Deposit received by a Certificate of Deposit holder subject to Belgian corporate income tax (*vennootschapsbelasting / impôt des sociétés*) (*i.e.*, a company having its registered seat, principal establishment or effective place of management in Belgium) is subject to corporation tax generally at the current rate of 33.99 per cent. (*i.e.*, the standard rate of 33% increased by the crisis contribution of 3 per cent. of the corporation tax due). Any income or capital gains realised on the Certificates of Deposit will be subject to the same corporation tax rate. Any capital loss on the Certificates of Deposit should as a rule be tax deductible.

C. Belgian resident legal entities

Belgian resident entities subject to the legal entities tax (*rechtspersonenbelasting / impôt des personnes morales*) (*i.e.*, an entity other than a company subject to corporate income tax having its registered seat, principal establishment or effective place of management in Belgium) receiving interest on the Certificates of Deposit will, subject to the exemptions mentioned above, be subject to the interest withholding tax at the rate of 30 per cent. In case of an exemption under the rules of the Clearing System or otherwise, the resident legal entities will have to declare the interest to the Belgian tax authorities and pay themselves the withholding

tax to the Belgian tax authorities. The withholding tax will be the final tax. Any capital gains realised on the Certificates of Deposit will be exempt from the legal entities tax. Capital losses incurred will not be tax deductible.

D. Non-residents of Belgium

Certificate of Deposit holders who are not residents of Belgium for Belgian tax purposes and are not holding the Certificates of Deposit as part of a taxable business activity in Belgium will not incur or become liable for any Belgian tax on income or capital gains or other like taxes by reason only of the acquisition, ownership or disposal of the Certificates of Deposit provided that they hold their Certificates of Deposit in an X-account.

Stamp duties

Pursuant to Article 126-1-9° of the Code on Miscellaneous Duties and Taxes (Code des droits et taxes divers / Wetboek diverse rechten en taksen), no tax on Stock Exchange Transactions (taxe sur les opérations de bourse / taks op beursverrichtingen) applies on transactions involving Certificates of Deposit in Belgium.

3. EU Directive on administrative cooperation in the field of direct taxation

In February 2011, Directive 2011/16/EU as regards administrative cooperation in the field of taxation was adopted in order to strengthen administrative cooperation in the field of direct taxation so as to enable the EU Member states to better combat tax evasion and tax fraud.

In December 2014, this Directive was amended by Council Directive 2014/107/EU which extended the cooperation between tax authorities to automatic exchange of financial account information between Member States, including income categories contained in the Savings Directive (2003/48/EC).

Given this overlap, the Savings Directive, which since 2005 required the automatic exchange of information between member states on private savings income, was repealed by the Council on 10 November 2015 (remaining operational until end of 2015). Directive 2014/107/EU entered into force on 1 January 2016, with some transitional measures. These concern in particular a derogation granted to Austria, allowing it to apply the directive one year later than other member states.

Directive 2014/107/EU implements a single global standard developed by the OECD for the automatic exchange of information ("common reporting standards" or "CRS"). This OECD standard was endorsed by G20 finance ministers in September 2014. The Directive brings a list of financial information within the scope of the automatic exchange of information. This information consists of interest, dividends and similar type of income, gross proceeds from the sale of financial assets and other income, and account balances.

EU agreements with Andorra, Liechtenstein, San Marino, Switzerland and Monaco, initially based on directive 2003/48/EC, have been revised to be aligned with Directive 2014/107/EU and the new global standard.

Belgium has transposed DAC2 and CRS by adopting the Belgian law of 16 December 2015.

PROGRAMME PARTICIPANTS

ISSUER

AXA Bank Belgium
Troonplein 1
1000 Brussels
Belgium
Attn: Louis Philippe Lavigne
E-Mail: louisphilippe.lavigne@axa.be
Phone : +32 2 678 69 42

ARRANGER

BNP Paribas Fortis SA/NV
Montagne du Parc/Warandeborg 3, 1000 Brussels
Belgium
Tel.: +32 (0)2 228 92 09
Fax.: +32 (0)2 565 98 04
E-mail: docsecurities.mbc@bnpparibasfortis.com
Attention: Legal CIB – Capital Markets Securities

DEALERS

AXA Bank Belgium
Tel: +32 2 678 69 42

Attention: CP Desk

BNP Paribas Fortis SA/NV
Tel.: +32 (0)2 565 75 30
Fax.: +32 (0)2 565 98 29
Attention: CP Desk

ISSUING AND PAYING AGENT - DOMICILIARY AGENT

BNP Paribas Fortis SA/NV
Montagne du Parc/Warandeborg 3, 1000 Brussels
Belgium
Tel.: +32 (0)2 565 75 30
Fax.: +32 (0)2 565 62 56
E-mail: belgiumdomestic@bnpparibasfortis.com
Attention: Back Office

