



AXA BELGIUM FINANCE (NL) B.V.

(Incorporated with limited liability under the laws of the Netherlands)

Issuer

AXA BANK EUROPE SA

(Incorporated with limited liability under the laws of Belgium)

Issuer and Guarantor

NOTES ISSUANCE PROGRAMME

EUR 1,000,000,000

Under the Notes Issuance Programme (the “Programme”) described in this Base Prospectus, AXA BANK EUROPE SA (also named AXA BANK SA/AXA BANK NV, or “AXA BANK”) and AXA BELGIUM FINANCE (NL) B.V. (“ABF(NL)”), together with AXA BANK the “Issuers” and each, individually, an “Issuer”) may from time to time issue notes (in the case of notes issued by AXA BANK referred to as the “AXA BANK Notes”, in the case of notes issued by ABF(NL) as the “ABF(NL) Notes”, together referred to as the “Notes” and individually as a “Note”), which may be linked to various underlyings (the “Underlying”), that rank as senior obligations of the Issuer (the “Senior Notes”) or that rank as senior subordinated obligations to the Issuer (the “Senior Subordinated Notes”). Senior Notes issued by ABF(NL) will be guaranteed by AXA BANK (the “Guarantor”) pursuant to a senior guarantee (the “Senior Guarantee”). Senior Subordinated Notes issued by ABF(NL) will be guaranteed by AXA BANK pursuant to a senior subordinated guarantee (the “Senior Subordinated Guarantee”).

Each Tranche of Notes will be documented by final terms (the “Final Terms”).

The Base Prospectus should be read and construed in conjunction with each relevant Final Terms. The relevant Final Terms and this Base Prospectus together constitute the Prospectus for each Tranche.

Prior to making an investment decision, prospective investors should consider carefully all of the information set out in the Base Prospectus, including in particular the risk factors as described below in *Section 5. Risk Factors*.

This Base Prospectus is dated 21 September 2010 and is valid for one year from that date, provided that the Base Prospectus may be updated by any supplements in accordance with articles 34 and 35 of the Belgian Law of 16 June 2006 on the public offer of investment instruments and the admission to trading of investment instruments on a regulated market. The Base Prospectus, including the summary, and the Final Terms of each Tranche are available on the internet site www.axa.be (under the heading *Epargne et Placements*) and a copy can be obtained free of charge in the offices of AXA BANK.

The Programme provides that Notes may be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange (the “Market”). If Issuer decides to seek such listing, this will be specified in the relevant Final Terms and the relevant Issuer will then make an application to the Luxembourg Stock Exchange for such listing. References in this Prospectus to Notes being “listed” (and all related references) shall mean that such Notes have been listed and admitted to trading on the Market. The Market is a regulated market for the purposes of Directive 2004/39/EC of the European Parliament and of the Council on markets in financial instalments.

This Base Prospectus was approved by the Banking, Finance and Insurance Commission of Belgium (CBFA) on 21 September 2010 in accordance with article 23 of the Belgian Law of 16 June 2006 on the public offer of investment instruments and the admission to trading of investment instruments on a regulated market. This approval does not entail any appraisal of the appropriateness or the merits of any issue under the programme nor of the situation of the Issuers or the Guarantor.

The Issuers may elect to offer the Notes to the public in Belgium as well as in any other jurisdiction, provided they have fulfilled all relevant formalities in that respect. To date, the Issuers have requested the CBFA to notify this Base Prospectus to the relevant competent authorities of the Grand Duchy of Luxembourg and France where the Notes may be offered to the public if the Issuers elect so in respect of a specific Tranche.

DEXIA BANQUE INTERNATIONALE, LUXEMBOURG

Fiscal Agent and Principal Paying Agent

AXA BANK EUROPE SA

Paying Agent and Calculation Agent

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2. CHOICES MADE BY THE ISSUER

The Issuers have chosen according to article 5(4) of Directive 2003/71/EC to issue notes under a base prospectus. The specific terms of each Tranche will be set forth in the applicable Final Terms. In addition, the Issuers choose as their home Member State the Kingdom of Belgium.

The Issuers have freely defined the order in the presentation of the required items included in the schedules and building blocks of the Commission Regulation (EC) n°809/2004 of 29 April 2004 implementing Directive 2003/71/EC as regards information contained in prospectuses as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements (herein referred to as “Regulation (EC) 809/2004”) according to which this Base Prospectus is drawn up. The chosen presentation is a consequence of the combination of Annex IV, Annex V, Annex VI and Annex XI of Regulation (EC) 809/2004. In order to enable the Noteholders to identify in the presentation below the corresponding provisions of Regulation (EC) 809/2004, cross-references will be made to the relevant annexes of Regulation (EC) 809/2004 and their subsections. Finally, any items which do not require, in their absence, an appropriate negative statement according to Regulation (EC) 809/2004, are not included in the presentation when the Issuers so determine.

3. RESPONSIBILITY STATEMENT

(Annex IV.1, V.1, and XI.1 of Regulation (EC) 809/2004)

ABF(NL) as Issuer and AXA BANK as Issuer and Guarantor accept responsibility for the information given in the Base Prospectus. Having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import.

4. SUMMARY

The following summary is established in accordance with Articles 24 and 28 of the Belgian Law of 16 June 2006 on the public offer of investment instruments and the admission to trading of investment instruments on a regulated market and conveys, in a brief manner and in a non-technical language, the essential characteristics and risks associated with the Issuers, the Guarantor and the Notes.

WARNING: This summary should only be read as an introduction to the Base Prospectus. Any decision to invest in any Notes should be based on a consideration of the Base Prospectus as a whole and of the relevant Final Terms by the Noteholders. Where a claim relating to the information contained in the Prospectus is brought before a court in an EEA State, the plaintiff Noteholder may, under the national legislation of the EEA State, be required to bear the costs of translating the Prospectus before the legal proceedings are initiated. Nobody bears civil liability on the mere basis of this summary or its translation, except if its contents are misleading, incorrect or inconsistent when read together with other parts of the Prospectus.

**Summary of the
AXA BELGIUM FINANCE (NL) B.V.
AND
AXA BANK EUROPE SA
NOTES ISSUANCE PROGRAMME
(the “Programme”)
EUR 1,000,000,000**

The Base Prospectus, including this summary, and the Final Terms of each Tranche are available on the internet site www.axa.be (under the heading *Epargne et Placements*) and a copy can be obtained free of charge in the offices of AXA Bank Europe SA.

The Base Prospectus was approved by the Banking, Finance and Insurance Commission of Belgium on 21 September 2010 in accordance with article 23 of the Belgian Law of 16 June 2006 on the public offer of investment instruments and the admission to trading of investment instruments on a regulated market. This approval does not entail any appraisal of the appropriateness or the merits of any issue under the programme nor of the situation of the Issuers or the Guarantor.

The following summary does not purport to be complete and is taken from, and is qualified in its entirety by the remainder of, this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. Words and expressions defined or used in “Terms and Conditions of the Notes” shall have the same meaning in this summary.

Issuers: AXA BELGIUM FINANCE (NL) B.V.
AXA BANK EUROPE SA

**Information relating to
AXA BELGIUM
FINANCE (NL) B.V.:**

ABF(NL) was incorporated as a “*besloten vennootschap*” for an unlimited duration under the laws of the Netherlands on 30 October 1990 under the name of Ippa Finance Company B.V. On 21 March 2000 the name was changed to AXA Belgium Finance (NL) B.V. Its registered office is in Amsterdam and its business address is at 4835 NA Breda, Ginnikenweg 213.

According to Article 2 of its Articles of Association, the Issuer's objects are *inter alia*:

- to finance other enterprises and companies;
- to lend, loan and raise funds, including the issue of bonds, IOU's (debt acknowledgements) or other securities, and conclude the connected agreements;

ABF(NL) is registered in the Commercial Register of the Chamber of Commerce in Amsterdam under file number 33.224.298.

The issued share capital of ABF(NL) amounts to EUR 1,768,458.60 divided into 3,897 ordinary shares of EUR 453.80 each

ABF(NL) is a wholly owned subsidiary of AXA BANK and is part of the international group AXA (“AXA”).

**Information relating to
AXA BANK EUROPE
SA:**

AXA BANK is a “*naamloze vennootschap/société anonyme*” of unlimited duration incorporated under Belgian law and registered with the Crossroads Bank for Enterprises under business identification number 0404.476.835. Its registered office is at 1170 Brussels, boulevard du Souverain 25, Belgium, telephone +32 2 678 61 11.

AXA BANK was established on August 27th 1881 under the name of Antwerpsche Hypotheekkas (ANHYP). Following the closing of a voluntary public offer on January 22nd 1999, Royale Belge, currently AXA Holdings Belgium, owns all shares in AXA BANK.

According to its Articles of Association AXA BANK'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, *inter alia* the collection of capital, 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, *inter alia* backed by a floating charge, and carry out transactions at discount and re-discount. It can exercise all activities; carry out or incorporate all businesses and execute all transactions that are, directly or indirectly connected with its object and nature of which is to promote its realisation, as all businesses or transactions that can be carried out or organized by way of service to its clients, *inter alia* 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 most suitable.

The share capital of AXA BANK amounts to EUR 546.318.241,47 divided into 395.911.750 shares.

Guarantor:	AXA BANK (for ABF(NL) issues)
Calculation Agent:	AXA BANK. All calculations shall be made in a commercially reasonable manner. The Calculation Agent shall have no responsibility to Noteholders for good faith errors or omissions in its calculations (without limitation, errors or omissions due to events which are not under the direct control of the Calculation Agent) and determinations as provided in the Terms and Conditions, except for those resulting from the gross negligence or intentional misconduct of the Calculation Agent.
Size of the Programme	EUR 1,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate principal amount of Notes outstanding at any one time.
Fiscal Agent (in respect of Notes issued by ABF(NL)):	Dexia Banque Internationale à Luxembourg, société anonyme (“Dexia BIL”), a company incorporated under the laws of Luxembourg.
Principal Paying Agent (in respect of Notes issued by ABF(NL)):	Dexia BIL, unless it is specified in the Final Terms relating to any Tranche that another principal paying agent is appointed in respect of that Tranche.
Paying Agent:	AXA BANK, unless it is specified in the Final Terms relating to any Tranche that another paying agent is appointed in respect of that Tranche.
Domiciliary agent (in respect of Notes issued by AXA BANK)	AXA BANK, unless it is specified in the Final Terms relating to any Tranche that another domiciliary agent is appointed in respect of that Tranche.
Listing Agent	Dexia BIL, unless it is specified in the Final Terms relating to any Tranche that an alternative listing agent is appointed in respect of that Tranche.
Risk Factors:	<p>There are risk factors that can affect the Issuers’ or Guarantor’s ability to fulfil their respective obligations under the Notes. These include Credit Risk, Market Risk, Operational Risk, Liquidity Risk, Risk Management, Regulatory Risk, uncertain economic conditions, competition and current market volatility and recent market developments (see 5 “Risk factors” in the Base Prospectus).</p> <p>There are risk factors which are material for the purpose of assessing the market risks associated with the Notes. These include the risk that the Notes are not a suitable investment for all investors.</p> <p>There are also risk factors that relate to the structure of a particular issue of Notes. These include specific risk factors for Notes subject to optional redemption by the Issuer, Variable Notes with a multiplier or other coverage factor, Fixed/Floating Rate Notes, Subordinated Notes, foreign currency Notes exposing investors to foreign exchange risk as well as to issuer risk and subordination in respect of Senior Subordinated Notes.</p>
Method of Issue:	The Notes will be issued in tranches (each a “Tranche”). A “Series” means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (from the date on which such consolidation is expressed to take effect), except for their respective Issue Date, Interest Commencement Dates and/or Issue Prices. The specific terms of each Tranche (which will be supplemented, where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first payment of interest and principal amount of the Tranche will be identical to the terms of other Tranches of the same Series) will be set out in the Final Terms.
Offering Period:	The Notes will be offered for subscription during the Offering Period (specified in the relevant Final Terms) at the relevant Issue Price. Any applicable fees or

commissions will be specified in the relevant Final Terms. The issue of Notes under the Programme may be cancelled until the Issue Date, either (i) when the relevant Issuer reasonably believes that investors will not subscribe to the offer for an amount of at least the Minimum Amount specified in the relevant Final Terms or (ii) in circumstances agreed with the dealers appointed for the placement of the relevant Notes. Investors that have subscribed to these Notes will be notified of such cancellation. The relevant Issuer has the right to anticipatively close the Offering Period if the Maximum Amount specified in the Final Terms of the relevant Notes issue has been reached or if the market conditions adversely affect the interest or the redemption amounts to be paid by the relevant Issuer.

Form and Denomination of the Notes:

The AXA BANK Notes are issued in dematerialized form in the Denominations specified in the relevant Final Terms.

The ABF (NL) Notes are issued in bearer form in the Denominations specified in the relevant Final Terms, which shall not be less than EUR 1,000.

Issue Price:

Notes may be issued at their principal amount or at a discount or premium to their principal amount. Partly-paid Notes may be issued, the issue price of which will be payable in two or more instalments.

Maturity:

Any maturity from one month from the date of original issue.

Currency:

Subject to compliance with all relevant laws, regulation and directives, Notes may be issued in U.S. dollar, Australian dollar, Canadian dollar, Danish krone, euro, Hong Kong dollar, New Zealand dollar, Norwegian krone, Uk Pound , Swedish krone, Swiss franc, Turkish lira or Japanese yen or in other currencies; as will be specified in the relevant Final Terms.

Interest:

The interest to be paid on the Notes (the “Interest”) can be based on a fixed rate (“Fixed Rate”, such Notes to be referred to as “Fixed Rate Notes”), a floating rate (“Floating Rate”, such Notes referred to as “Floating Rate Notes”) or linked to any other variable, formula or Underlying (“Variable Linked Rate”, such Notes to be referred to as “Variable Linked Rate Notes”) (Fixed Rate, Floating Rate and Variable Linked Rate are together referred to as “Interest Rate”). The Interest Rate is expressed as a percentage per annum, unless an Interest Amount is specified in the relevant Final Terms, in which case the Interest payable in respect of such Note shall equal such Interest Amount.

Redemption:

The Redemption of the Notes can be at par or applying a certain percentage, as specified in the relevant Final Terms. A Redemption Amount can also be linked to any other variable, formula or Underlying (“Variable Linked Redemption Amount”).

Optional Redemption:

The Final Terms in respect of each issue of Notes may state whether such Notes may be redeemed prior to their stated maturity at the option of the relevant Issuer (either in whole or in part) and/or the holders, and if so the terms applicable to such redemption.

Underlying:

In case of Variable Linked Rate Notes or Notes with a Variable Linked Redemption Amount, the Underlying for any Tranche of Notes issued under the Programme will be specified in the relevant Final Terms. The Underlying can be, but is not limited to, any of the following: (i) a Market Rate, (ii) a Share or a Basket of Shares, (iii) a Share Index or a Basket of Share Indices, (iv) a Fund or a Basket of Funds, (v) a Commodity or a Basket of Commodities, or (vi) a Commodity Index or a Basket of Commodity Indices.

Status of the Notes:

If the Notes are specified in the relevant Final Terms to be Senior Notes, they will be direct, unconditional and unsecured obligations of the relevant Issuer

and rank at all times *pari passu* without any preference among themselves and equally, with all other outstanding unsecured and unsubordinated obligations of the relevant Issuer, present and future (save for certain obligations required to be preferred by law).

If the Notes are specified in the relevant Final Terms to be Senior Subordinated Notes, they will be direct, unsecured and senior subordinated obligations of the relevant Issuer and rank at all times *pari passu* without any preference among themselves and at least equally and rateably with all other present and future unsecured, unconditional or conditional senior subordinated obligations of the relevant Issuer from time to time outstanding.

**Status of the
Guarantee:**

Senior Guarantee: The obligations of the Guarantor under the Senior Guarantee in respect of Senior Notes issued by ABF(NL) will be direct, unsecured, unconditional and unsubordinated obligations of the Guarantor ranking *pari passu* and without any preference among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured and unsubordinated obligations of the Guarantor from time to time outstanding.

Senior Subordinated Guarantee: The obligations of the Guarantor under the Senior Subordinated Guarantee in respect of Senior Subordinated Notes issued by ABF(NL) will be direct, unsecured, unconditional (unless otherwise provided for in the relevant Final Terms) and senior subordinated obligations of the Guarantor ranking *pari passu* and without any preference among themselves and at least equally and rateably with all other present and future unsecured, unconditional or conditional and senior subordinated obligations of the Guarantor from time to time outstanding.

Secondary Market:

If “Secondary Market” is provided to be “Applicable” in the relevant Final Terms for any Notes, the price of the Notes is available on demand on each Business Day during the term of such Notes in every office of AXA BANK until 30 Business Days preceding their Maturity Date (3 months for Zero Coupon Notes) or, if applicable, 10 Business Days before the Optional Redemption Date, unless in AXA BANK’s determination, market conditions preclude it from quoting a price. In such case, AXA BANK can be considered market maker for the Notes and will organise the secondary market, thereby providing liquidity through bid and offer rates. The main terms of the commitment of AXA BANK will be specified in the relevant Final Terms and (i) “Maximum Spread” means the maximum spread between the then applicable bid and offer rates; (ii) “Maximum Commission” means the maximum commission on the bid and offer rates; and (iii) “Maximum Exit Penalty” means the maximum exit penalty applicable to the bid and offer rates.

The bid and offer rates of the Notes are subject to the then applicable market conditions, interest rates, forward rates, credit spreads of the relevant Issuer or the Guarantor as applicable, etc.

In case of sale of the Notes before maturity, the sale proceeds can be lower than the Redemption Amount.

Use of Proceeds:

The net proceeds of the sale of the Notes will be used for the general funding purposes of AXA BANK. In the case of ABF(NL) Notes, ABF(NL) will grant a loan to AXA BANK. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

Clearing Systems:	<p>In respect of ABF(NL) Notes, the clearing systems operated by Euroclear Bank SA/N.V. (“Euroclear”) and/or Clearstream Banking, société anonyme (“Clearstream, Luxembourg”) and such other clearing system as may be agreed between the relevant Issuer and the Fiscal Agent and as specified in the relevant Final Terms.</p> <p>In respect of AXA BANK Notes, the clearing system operated by the National Bank of Belgium or any successor thereto (the “BNB System”) and such other clearing system as may be specified in the relevant Final Terms.</p>
Governing Law:	<p>The Notes and the Guarantee are governed by Belgian law.</p> <p>All disputes arising out of or in connection with the Notes and the Guarantee shall be submitted to the jurisdiction of the competent courts in Belgium.</p> <p>The Agency Agreement is governed by the laws of Luxembourg.</p>
Listing	<p>Application can be made, where specified in the relevant Final Terms, for a Series of Notes to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange or such other stock exchange as shall be specified in the relevant Final Terms or the Series of Notes may remain unlisted.</p>
Documents on Display:	<p>Copies of the annual report dated December 31st, 2009 of the Issuers and of all subsequent annual reports to be published of the Issuers and copies of the articles of association of the Issuers are available free of charge at the office of the Fiscal Agent and at the offices of the Luxembourg and Belgian Paying Agents and will be available during the entire lifetime of the Notes. Additionally, the annual reports of AXA BANK are available on its internet site: www.axabankeurope.com.</p>

5. RISK FACTORS

(Annex V.2, IV.’ And XI.3 of Regulation (EC) 809/2004)

The following sets out certain aspects of the offering of the Notes of which prospective investors should be aware. Prior to making an investment decision, prospective investors should consider carefully all of the information set out in the Base Prospectus, including in particular the following risk factors detailed below. All of these factors are contingencies which may or may not occur and neither AXA BANK nor ABF(NL) is in a position to express a view on the likelihood of all or any of such contingencies occurring.

Prospective investors should also read the detailed information set out elsewhere in the Base Prospectus and reach their own views prior to making any investment decision.

In case of doubt in respect of the risks associated with the Notes and in order to assess their adequacy with the personal risk profile, investors should consult their own financial, legal, accounting and tax experts about the risks associated with an investment in these Notes, the appropriate tools to analyse that investment, and the suitability of that investment in each investor’s particular circumstances. No investor should purchase the Notes described in the Base Prospectus unless that investor understands and has sufficient financial resources to bear the price, market, liquidity, structure redemption and other risks associated with an investment in these Notes. The market value can be expected to fluctuate significantly and investors should be prepared to assume the market risks associated with these Notes.

Notes may not be a suitable investment for all investors

Each potential investor in any Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained in this Base Prospectus or any applicable supplement; have access to, and knowledge of, appropriate analytical tools to evaluate,

in the context of its particular financial situation, an investment in the relevant Notes and the impact such investment will have on its overall investment portfolio;

- have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor's overall investment portfolio.

Factors that may affect AXA BANK's ability to fulfil its obligations under the Notes

Like other banks, AXA BANK faces financial risk in the conduct of its business, such as credit risk, operational risk and market risk (including liquidity risk). Furthermore, AXA BANK faces regulatory risk, the uncertain economic conditions and the competition across all the markets.

Credit risk

As a credit institution, AXA BANK is exposed to the creditworthiness of its customers and counterparties. AXA BANK may suffer losses related to the inability of its customers or other counterparties to meet their financial obligations. AXA BANK cannot assume that its level of provisions will be adequate or that it will not have to make significant additional provisions for possible bad and doubtful debts in future periods. AXA BANK's Risk Management oversees its risk policy and is responsible for, *inter alia*, setting and managing the risk surveillance function and decision processes and implementing bank-wide risk assessment methods for each of the bank's activities and operational entities.

Market risk

Market risks are all the risks linked to the fluctuations of market prices, including, principally, exposure to loss arising from adverse movements in interest rates, and, to a lesser extent, foreign exchange rates and equity prices, stemming from AXA BANK's activities. Market risks generated by the capital markets activities stems mainly from short-term cash management and a portfolio of derivative products with customers that is managed on a market value basis. Market risks generated by the commercial businesses are generally hedged and residual risks are handled by the Asset and Liability Management function.

Operational risk

Within AXA BANK, operational risk comprises the exposure to loss from inadequate or failed internal processes, people and systems or from external events (such as, but not limited to natural disasters and fires), risk relating to the security of information systems, litigation risk and reputation risk. Operational risks are inherent in all activities within the organisation, in outsourced activities and in all interaction with external parties. AXA BANK's operational risk management framework, is responsible for, *inter alia*, coordinating the collection of risk event data and risk and control self-assessment within its different entities and activities, defining methodological principles, selecting adequate tools and ensuring global consistency. Unforeseen events like severe natural catastrophes, terrorist attacks or other states of emergency can lead to an abrupt interruption of AXA BANK's operations, which can cause substantial losses. Such losses can relate to property, financial assets, trading positions and to key employees. Such unforeseen events can also lead to additional costs (such as relocation of employees affected) and increase AXA BANK's costs (such as insurance premiums). Such events may also make insurance coverage for certain risks unavailable and thus increase AXA BANK's risk.

As with most other banks, AXA BANK relies heavily on communications and information systems to conduct its business. Any failure or interruption or breach in security of these systems could result in failures or interruptions in the Issuer's customer relationship management, general ledger, deposit, servicing and/or loan organisation systems. AXA BANK cannot provide assurances that such failures or interruptions will not occur

or, if they do occur, that they will be adequately addressed. The occurrence of any failures or interruptions could have a material adverse effect on AXA BANK's financial condition and results of operations.

Liquidity risk

The objective of liquidity management is to ensure that, at all times, AXA BANK holds sufficient funds to meet its contracted and contingent commitments to customers and counterparties, at an economic price. All the main issues regarding liquidity risk are managed by AXA BANK's Asset and Liability Management teams, which carefully manage resources of the different entities and their use, in particular, the adequacy of expected new lending production with the available resources and AXA BANK's liquidity needs.

Regulatory risk

AXA BANK's business activities are subject to substantial regulation and regulatory oversight in the jurisdictions in which it operates. Current and future regulatory developments, including changes to accounting standards and the amount of regulatory capital required to support the risk, could have an adverse effect on AXA BANK conducting business and on the results of its operations. In particular, governmental and regulatory authorities in France, the UK, the United States, Belgium, Luxembourg and elsewhere have provided additional capital and funding and already or may in the future be introducing a significantly more restrictive regulatory environment including new accounting and capital adequacy rules, restriction on termination payments for key personnel in addition to new regulation of derivative instruments. AXA BANK's business and earnings are also affected by fiscal and other policies that are adopted by the various regulatory authorities of the European Union, foreign governments and international agencies. The nature and impact of future changes in such policies are not predictable and are beyond AXA BANK's control.

Uncertain economic conditions

AXA BANK's business activities are dependent on the level of banking, finance and financial services required by its customers. In particular, levels of borrowing are heavily dependent on customer confidence, market interest rates and other factors that affect the economy. The profitability of AXA BANK's businesses could, therefore, be adversely affected by a worsening of general economic conditions in its markets, as well as by foreign and domestic trading market conditions and/or related factors, including governmental policies and initiatives. An economic downturn or significantly higher interest rates could increase the risk that a greater number of AXA BANK's customers would default on their loans or other obligations to AXA BANK, or would refrain from seeking additional borrowing. A sovereign debt crisis - as experienced in recent months - could have similar consequences and, hence, affect AXA BANK.

Competition

AXA BANK faces strong competition across all its markets from local and international financial institutions including banks, life insurance companies and mutual insurance organisations. While AXA BANK believes it is positioned to compete effectively with these competitors, there can be no assurance that increased competition will not adversely affect AXA BANK in one or more of the markets in which it operates.

Risk Management

Monitoring of the risks relating to AXA BANK and its operations and the banking industry is performed jointly by the appropriate committees and the Risk Management department, with the help of tools that it develops, in compliance with the guidelines established by AXA BANK and all legal constraints and rules of prudence.

Factors that may affect ABF(NL)'s ability to fulfil its obligations under the Notes

Considering the close relationship with, and the guarantee of the obligations of ABF(NL) by, AXA BANK, the risk factors as set out above in respect of AXA BANK may also apply, directly and/or indirectly, to ABF(NL).

Factors which are material for the purpose of assessing the market risks associated with the Notes

Business Conditions and the General Economy

The Issuer's profitability could be adversely affected by a worsening of general economic conditions domestically, globally or in certain individual markets. Factors such as interest rates, inflation, investor sentiment, the availability and cost of credit, the liquidity of the global financial markets and the level and volatility of equity prices could significantly affect the activity level of customers. For example:

- An economic downturn or significantly higher interest rates could adversely affect the credit quality of the Issuer's on-balance sheet and off-balance sheet assets by increasing the risk that a greater number of the Issuer's customers would be unable to meet their obligations;

- A continued market downturn or further worsening of the economy could cause the Issuer to incur mark-to-market losses in its investment portfolios; and
- A continued market downturn would be likely to lead to a decline in the volume of transactions that the Issuer executes for its customers and, therefore, lead to a decline in the income it receives from fees and commissions and interest.

All of the above could in turn affect the Issuer's ability to meet its payments under the Notes.

Current Market Volatility and Recent Market Developments

The capital and credit markets have been experiencing unprecedented levels of volatility and disruption in recent months.

The resulting lack of credit availability, lack of confidence in the financial sector, increased volatility in the financial markets and reduced business activity could materially and adversely affect AXA BANK's, financial condition and results of operations, which could in turn affect AXA BANK's ability to meet its payments under the Notes.

Risks related to the structure of a particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of certain such features:

Notes subject to optional redemption by the Issuer

An optional redemption feature is likely to limit the market value of Notes. During any period when the relevant Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period.

The relevant Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. Investors that choose to reinvest monies they receive through an early redemption may be able to do so only in securities with a lower yield than the redeemed Notes. Potential investors should consider reinvestment risk in light of other investments available at that time.

Variable Linked Rate Notes

The relevant Issuer may issue Notes with principal or interest determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each, a "Relevant Factor"). An investment in Variable Linked Rate Notes entails significant risks that are not associated with similar investments in a conventional fixed or floating rate debt security. The Issuers believe that Variable Linked Rate Notes should only be purchased by investors who are in a position to understand the special risks that an investment in these instruments involves. Potential investors should be aware that:

- (i) the market price of such Notes may be volatile;
- (ii) an index or indices may be subject to significant changes, whether due to the composition of the index itself, or because of fluctuations in value of the indexed assets;
- (iii) the resulting interest rate may be less (or may be more) than that payable on a conventional debt security issued by each Issuer at the same time;
- (iv) payment of principal or interest may occur at a different time or in a different currency than expected;
- (v) the holder of a non capital guaranteed Variable Linked Rate Note could lose all or a substantial portion of the principal of such Note (whether payable at maturity or upon redemption or repayment), and, if the principal is lost, interest may cease to be payable on the Variable Linked Rate Note;
- (vi) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- (vii) if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable will likely be magnified;
- (viii) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield;

- (ix) the risks of investing in an Variable Linked Rate Note encompass both risks relating to the underlying indexed securities and risks that are unique to the Note itself;
- (x) any Variable Linked Rate Note that is indexed to more than one type of underlying asset, or on formulas that encompass the risks associated with more than one type of asset, may carry levels of risk that are greater than Notes that are indexed to one type of asset only;
- (xi) it may not be possible for investors to hedge their exposure to these various risks relating to Variable Linked Rate Notes;
- (xii) a significant market disruption could mean that a Relevant Factor on which the Variable Linked Rate Notes are based ceases to exist and that the Notes are redeemed at a value below par; and
- (xiii) and index may cease to be published, in which case it may be replaced by an index which does not reflect the exact Relevant Factor, or, in the case where no replacement index exists, the cessation of publication of the index may lead to the early redemption of the Notes.

In addition, the value of Variable Linked Rate Notes on the secondary market is subject to greater levels of risk than is the value of other Notes. The secondary market, if any, for Variable Linked Rate Notes will be affected by a number of factors, independent of the creditworthiness of each Issuer and the value of the applicable currency, stock, interest rate, commodity or other variable, including the volatility of the applicable currency, stock, interest rate, commodity or other variable, the time remaining to the maturity of such Notes, the amount outstanding of such Notes and market interest rates. The value of the applicable currency, stock, interest rate, commodity or other variable depends on a number of interrelated factors, including economic, financial and political events, over which the relevant Issuer has no control. Additionally, if the formula used to determine the amount of principal, premium and/or interest payable with respect to Variable Linked Rate Notes contains a multiplier or leverage factor, the effect of any change in the applicable currency, stock, interest rate, commodity or other variable will be increased.

The historical experience of the relevant currencies, stocks, interest rates, commodities or other variables should not be taken as an indication of future performance of such currencies, stocks, interest rates, commodities or other variables during the term of any Variable Linked Rate Note. Additionally, there may be regulatory and other ramifications associated with the ownership by certain investors of certain Variable Linked Rate Notes.

Various transactions by the Issuers could impact the performance of any Variable Linked Rate Notes, which could lead to conflicts of interest between each of the Issuers and holders of Variable Linked Rate Notes.

The Issuers or affiliates thereof are currently active or may be active in the future in the international securities and currency markets on a daily basis. They may thus, for their own account or for the account of customers, engage in transactions directly or indirectly involving assets that are “reference assets” under Variable Linked Rate Notes and may make decisions regarding these transactions in the same manner as it would if the Variable Linked Rate Notes had not been issued. The Issuers and their affiliates may on the issue date of the Variable Linked Rate Notes or at any time thereafter be in possession of information in relation to any reference assets that may be material to holders of any Variable Linked Rate Notes and that may not be publicly available or known to the Noteholders. There is no obligation on the part of the Issuers to disclose any such business or information to the Noteholders.

Notes with a multiplier or other leverage factor

Notes with Variable Interest Rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include such features.

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that the relevant Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The relevant Issuer’s ability to convert the interest rate will affect the secondary market and the market value of such Notes, since such Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the relevant Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the relevant Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

Investors will not be able to calculate in advance their rate of return on Floating Rate Notes

A key difference between Floating Rate Notes and Fixed Rate Notes is that interest income on Floating Rate Notes cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield of Floating Rate Notes at the time they purchase them, so that their return on investment cannot be compared with that of investments having longer fixed interest periods. If the terms and conditions of the Notes provide for frequent interest payment dates, investors are exposed to the reinvestment risk if market interest rates decline. That is, investors may reinvest the interest income paid to them only at the relevant lower interest rates then prevailing.

Foreign currency Notes expose investors to foreign-exchange risk as well as to Issuer risk

As purchasers of foreign currency Notes, investors are exposed to the risk of changing foreign exchange rates. This risk is in addition to any performance risk that relates to each Issuer or the type of Note being issued.

Issuer's obligations under Senior Subordinated Notes

The Issuer's obligations under Senior Subordinated Notes will be unsecured and senior subordinated and will rank junior to the claims of creditors in respect of unsubordinated obligations (as described in "Terms and Conditions of the Notes").

A Noteholder's actual yield on the Notes may be reduced from the stated yield by transaction costs

When Notes are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the current price of the security. These incidental costs may significantly reduce or even exclude the profit potential of the Notes. For instance, credit institutions as a rule charge their clients for own commissions which are either fixed minimum commissions or pro-rata commissions depending on the order value. To the extent that additional – domestic or foreign – parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, Noteholders must take into account that they may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs).

In addition to such costs directly related to the purchase of securities (direct costs), Noteholders must also take into account any follow-up costs (such as custody fees). Investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Notes before investing in the Notes.

A Noteholder's effective yield on the Notes may be diminished by the tax impact on that Noteholder of its investment in the Notes

Payments of interest on the Notes, or profits realised by the Noteholder upon the sale or repayment of the Notes, may be subject to taxation in its home jurisdiction or in other jurisdictions in which it is required to pay taxes. The tax impact on Noteholders generally is described below; however, the tax impact on an individual Noteholder may differ from the situation described for Noteholders generally. The Issuers advise all investors to contact their own tax advisors for advice on the tax impact of an investment in the Notes.

Risks related to Notes generally

Set out below is a brief description of certain risks relating to the Notes generally:

Modification, waivers and substitution

The Terms and Conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

Market conditions

The trading market for debt securities may be volatile and may be adversely impacted by many events.

The market for debt securities issued by banks is influenced by economic and market conditions and, to varying degrees, market conditions, interest rates, currency exchange rates and inflation rates in other European and other industrialised countries. There can be no assurance that events in Europe or elsewhere will not cause market volatility or that such volatility will not adversely affect the price of Notes or that economic and market conditions will not have any other adverse effect.

Savings Directive

Under EC Council Directive 2003/48/EC on taxation of savings income (the “Savings Directive”), Member States are required, from 1st July 2005, 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. However, for a transitional period, Belgium, Luxembourg and Austria are required (unless during that period they elect otherwise) to operate instead 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) with effect from the same date.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer, the Paying Agent, nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax.

Since 1st January 2010, a Belgian paying agent within the meaning of the Savings Directive no longer applies the Source Tax but exchanges information with the country of tax residence of the beneficial owner regarding interest payments as defined by the Directive. It concerns payments made to an individual, beneficial owner of the interest payments and resident in another EU Member State or resident in one of the associated and dependant territories. Residual entities are subject to a specific regime.

The communicated information will include the identity and residence of the beneficial owner, the name and address of the paying agent, the account number of the beneficial owner and information concerning the interest payment.

The exchange of information cannot be avoided by the submission of a certificate.

A proposal for a Council Directive amending the Savings Directive has been published and will, once agreed upon and implemented, amend the currently applicable rules.

Change of law

The Terms and Conditions of the Notes are based on English law in effect as at the date of issue of the relevant Notes. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of issue of the relevant Notes.

Risks related to the market generally

Set out below is a brief description of certain market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

The secondary market generally

The secondary market may not be liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes. In case of sale of the Notes before maturity, the proceeds can be lower than the redemption amount.

Exchange rate risks and exchange controls

The relevant Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the “Investor's Currency”) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the equivalent yield on the Notes in the Investor's Currency, (2) the equivalent value of the principal payable on the Notes in the Investor's Currency and (3) the equivalent market value of the Notes in the Investor's Currency.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Interest rate risks

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of Fixed Rate Notes.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to 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 Notes are legal investments for it.

Risk Indicator

In order to increase the transparency of the risks involved in investment products, AXA BANK has developed a synthetic risk indicator through a scale going from 0 (lowest risk) to 6 (highest risk). The exact risk level for any investment product is determined in function of different criteria, each with a fixed weighting. These criteria are, in order of importance: (degree of) capital protection, term of the relevant Note, type of return and complexity (Underlying and strategy). The risk level as determined by this risk indicator for any Tranche of Notes will be indicated in the relevant Final Terms.

6. DOCUMENTS REGARDING ANNUAL ACCOUNTS IN ANNEX

This Base Prospectus should be read and construed in conjunction with the audited annual accounts of ABF(NL) for the years ended 31 December 2008 and 31 December 2009, and the consolidated audited accounts of AXA BANK for the years ended 31 December 2008 and 31 December 2009, including the reports of the statutory auditors in respect thereof, which are in annex to this Base Prospectus. Copies of all documents regarding the annual accounts in annex will be available free of charge at the offices of AXA BANK. Additionally, the annual reports of AXA BANK are available on the internet site of AXA BANK (www.axabankeurope.com)

The balance sheet, income statements, accounting policies, notes and auditors' reports of ABF(NL) and AXA BANK are set out on the following pages of the annual reports of these companies respectively:

AXA BELGIUM FINANCE (NL) B.V.		
	<i>Annual Report 2008</i>	<i>Annual Report 2009</i>
Non-consolidated Balance Sheet.....	5	5
Non-consolidated Profit and Loss Account.....	7	7
Audit Report.....	19	17
Notes to the Accounts	18	12
 AXA BANK EUROPE SA		
	<i>Annual Report 2008</i>	<i>Annual Report 2009</i>
Consolidated Balance Sheet.....	2	5

**AXA BANK
EUROPE SA**

	<i>Annual Report 2008</i>	<i>Annual Report 2009</i>
Consolidated Statement of Income	4	2
Audit Report.....	123	127
Notes to the Consolidated Financial Statements	12	12

Information contained in the annual accounts in annex other than information listed in the table above is for information purposes only.

7. AXA BELGIUM FINANCE (NL) B.V.

(Annex IV of Regulation (EC) 809/2004)

7.1 **GENERAL INFORMATION**

AXA BELGIUM FINANCE (NL) B.V. was incorporated as a “*besloten vennootschap*” for an unlimited duration under the laws of the Netherlands on 30 October 1990 and under the name of Ippa Finance Company B.V. On 21 March 2000, the name was changed to AXA Belgium Finance (NL) B.V. Its registered office is in Amsterdam and its business address is at 4835 NA Breda, Ginnikenweg 213.

According to Article 2 of its Articles of Association, its objects are:

- to finance other enterprises and companies;
- to found, to participate in any way in, to manage and to supervise enterprises and companies;
- to provide guarantees and to engage the company or its assets for the benefit of connected enterprises and companies;
- to grant services to enterprises and companies;
- to lend, loan and raise funds, including the issue of bonds, IOU's (debt acknowledgements) or other securities, and conclude the connected agreements;
- obtaining, alienating, managing and exploiting of real estate and value properties in general;
- carrying out all sorts of industrial, financial and commercial activities.

ABF(NL) is registered in the Commercial Register of the Chamber of Commerce in Amsterdam under file number 33.224.298.

The issued share capital of ABF(NL) amounts to EUR 1,768,458.60 divided into 3,897 ordinary shares of EUR 453.80 each.

ABF(NL) is a wholly owned subsidiary of AXA BANK and is part of the international group AXA (“AXA”). There is no arrangement that may result in a change of control of ABF(NL).

ABF(NL) acts as a finance company. ABF(NL) issues notes in the market, whereby proceeds of the issued notes are fully lent on to AXA BANK.

There have been no material contracts that are not entered into in the ordinary course of ABF(NL)'s business which could result in any member of the AXA group being under an entitlement that is material to ABF(NL)'s ability to meet its obligations to Noteholders.

ABF(NL) has made no investments since the date of the last published financial statements, and no principal future investments are planned. In addition, there has been no material adverse change in the prospects of ABF (NL) since 31 December 2009.

There have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which ABF (NL) is aware, during the last 12 months, which may have, or have had in the recent past, significant effects on ABF (NL)'s and/or the group's financial position or profitability.

The auditors of ABF(NL) are PricewaterhouseCoopers Accountants N.V. , Thomas R. Malthusstraat 5, 1066 JR Amsterdam, The Netherlands.

The relevant auditor's report with respect to the audited annual accounts of ABF(NL) for the years ended 31 December 2008 and 31 December 2009, as in annex to this Base Prospectus (See *Section 6. Documents regarding annual accounts in annex*), were delivered without any reservations.

7.2 MANAGEMENT AND SUPERVISION

ABF (NL) is managed by a Management Board consisting of two managing directors. It has no staff and its Management Board members work on a part-time basis for ABF (NL). There are no potential conflicts of interests between any duties to the Company of any of the Management Board members and their private interests and/or other duties.

The managing directors of ABF (NL) are Mr. Cees de Jong, Chairman, and Mr. Geert Van de Walle, Deputy CIO AXA BANK. The main external positions of Mr. Cees de Jong are : Director VINCI B.V., Breda; President Stichting Provisierekening TINK, Maassluis; Legal representative AXA Belgium SA; Vice-president raad commissarissen Parel Leven N.V., Amsterdam; Vice-president raad commissarissen Kölnische Verwaltungs-AG Versicherungswerte, Köln; Board member Stichting Pensioenfonds AXA Verzekeringen, Utrecht

To ABF (NL)'s knowledge, there are no conflicts of interests between the duties of the managing directors to ABF (NL) and their private interests and/or other duties.

The tasks of the Audit Committee of ABF(NL) have been delegated to the AXA Group's Audit Committee (including AXA Holdings Belgium, AXA Belgium and AXA BANK).

7.3 FINANCIAL INFORMATION

7.3.1. ANNUAL AUDITED FINANCIAL STATEMENTS OF AXA BELGIUM FINANCE (NL) B.V.

This financial information has been extracted without material adjustment from the annual audited financial statements of ABF(NL) for the years ended 31 December 2008 and 31 December 2009 and is prepared according to Dutch accounting standards. ABF(NL) is not required to apply international financial reporting standards ("IFRS") when drawing up its financial statements. The most recent year's historical financial information is prepared in a form consistent with that which will be adopted in ABF(NL)'s next published annual financial statements having regard to accounting standards and policies and legislation applicable to such annual financial statements.

The notes to the annual audited financial statements, including a description of the accounting policies, are set out on pages 9 to 16 of ABF(NL)'s 2009 annual report, which is in annex to this Base Prospectus.

Audited Balance Sheet of ABF(NL) as at 31 December 2009 and 31 December 2008

A s s e t s

	2009		2008	
	EUR	EUR	EUR	EUR
Fixed assets				
Financial fixed assets				
Amounts receivable from group companies		102.996.198		105.078.894
Current assets				
Receivables				
Taxes and social security charges	2.195		48.079	
Other amounts receivable.				
prepayments and accrued income	367.638		367.778	
		369.833		415.857
Cash at bank and in hand		2.628.719		2.503.774
Total assets		105.994.750		107.998.525

S h a r e h o l d e r s ' e q u i t y a n d l i a b i l i t i e s

	2009		2008	
	EUR	EUR	EUR	EUR
Shareholders' equity				
Issued share capital	1.768.459		1.768.459	
Other reserves	885.021		833.798	
		2.653.480		2.602.257
Long-term liabilities				
Other bond loans and private loans		103.058.483		105.158.008
Current liabilities				
Trade creditors/suppliers	27.676		192	
Taxes and social security charges	1.680		1.664	
Other liabilities, accruals and deferred income	253.431		236.404	
		282.787		238.260
Total shareholders' equity and liabilities		105.994.750		107.998.525

Audited Profit and Loss Account of ABF(NL) as of 31 December 2009 and 31 December 2008

	2009		2008	
	EUR	EUR	EUR	EUR
Other operating expenses		217.645		115.294
Operating income		(217.645)		(115.294)
Income from amounts receivable forming part of the fixed assets and from securities	2.170.348		3.555.454	
Interest income and similar income	17.901		96.967	
Interest expense and similar charges	(1.906.619)		(3.308.077)	
Financial income and expense		281.630		344.344
Profit/(loss) before taxation		63.985		229.050
Income taxes	12.762		45.801	
Profit/(loss) after taxation		51.223		183.249

7.3.2. UNAUDITED CASH FLOW STATEMENT OF AXA BELGIUM FINANCE (NL) B.V.

Unaudited Cash Flow Statement of ABF(NL) as at 31 December 2009 and 31 December 2008

The cash flow statements below have been drawn up solely and exclusively for the purpose of the compliance of this Base Prospectus with the requirements of Directive 2003/71/EC. As a consequence, these cash flow statements have been established after the date on which the audited financial statements for the financial years 2009 and 2008 have been published. The cash flow statements for the financial years 2009 and 2008 are based on the audited financial statements of the said years and have been drawn up in accordance with Dutch accounting standards.

	2009		2008	
	EUR	EUR	EUR	EUR
Cash flow from operating activities				
Operating loss	(217.645)		(115.294)	
Changes in working capital:				
— Movements in amounts receivable	46.024		1.610.427	
— Movements in current liabilities (excluding amounts payable to credit institutions)	44.527		(1.633.929)	
	(127.094)		(138.796)	
Income from amounts receivable forming part of the fixed assets and from securities	2.141.042		3.526.150	
Interest income	17.900		96.967	
Interest expense	(1.894.143)		(3.296.201)	
Income taxes	(12.762)		(45.801)	
Cash flow from operating activities		124.943		142.319
Cash flow from financing activities				
Decrease/(increase) in amounts receivable from group companies	1.986.104		(10.000.000)	
Issue of other bond loans and private loans			9.992.000	
Repayment of other bond loans and private loans	(1.986.102)			
Cash flow from financing activities		2		(8.000)
Movements in cash at bank and in hand		124.945		134.319

8. AXA BANK EUROPE SA

(Annex XI of Regulation (EC) 809/2004)

8.1 GENERAL INFORMATION

8.1.1. AXA Group

AXA BANK EUROPE SA is a member of the AXA Group. AXA Group is an important global player whose ambition is to attain leadership in its core Financial Protection business. Financial Protection involves offering our customers - individuals as well as small, mid-size and large businesses - a wide range of products and services that meet their insurance, protection, savings, retirement and financial planning needs throughout their lives. AXA's strategy is to combine organic and external growth to meet the challenge of operational excellence in all of the following areas:

- Product innovation
- Core business expertise
- Distribution
- Quality of service
- Productivity

Leveraging the resources of AXA Group, and in accordance with AXA's values and commitments, about 175,000 people are working daily to execute this strategy and to serve 67 million clients.

In order to fully meet all the financial protection customer needs of European clients, AXA has a retail banking activity as part of the AXA Bank Europe structure. This activity is fully integrated within the group as it is a key element for the life & savings business.

8.1.2. AXA Bank Europe

AXA BANK EUROPE SA ("AXA BANK") is a "*naamloze vennootschap/société anonyme*" of unlimited duration incorporated under Belgian law and registered with the Crossroads Bank for Enterprises under business identification number 0404.476.835. Its registered office is at 1170 Brussels, boulevard du Souverain 25, Belgium, telephone +32 2 678 61 11.

AXA BANK was established on August 27th 1881 under the name of Antwerpsche Hypotheekkas (ANHYP). Following the closing of a voluntary public offer on January 22nd 1999, Royale Belge, currently AXA Holdings Belgium, owns all shares in AXA BANK.

According to its Articles of Association AXA BANK'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, inter alia the collection of capital, 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, inter alia backed by a floating charge, and carry out transactions at discount and re-discount. It can exercise all activities; carry out or incorporated all businesses and execute all transactions that are, directly or indirectly connected with its object and nature of which is to promote its realisation, as all businesses or transactions that can be carried out or organized by way of service to its clients, inter alia 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 most suitable.

The share capital of AXA BANK amounts to EUR 546,318,241.47 divided into 395,911,750 shares.

In June 2007, AXA's Management Board has defined a common European banking strategy. AXA's objective is to progressively complement its Financial Protection offering with a range of simple and attractive banking products, mainly offered through the existing insurance networks and over the internet, in the European countries where the association of banking and insurance services is highly valued by the customers. The ultimate aim is

that local AXA Management in each relevant country has a range of insurance as well as retail banking services at their disposal to better serve their customers.

AXA Group's current banking activities cover five countries: Belgium, France, Germany, Hungary and Switzerland. Its strategy is to pursue its development across Europe.

The European retail banking activities are coordinated by AXA BANK, formerly known as AXA Bank Belgium, in Brussels. Banking expertise has been pooled there to provide existing and future banks with the necessary support. Other European AXA banks operate or will operate as branches or subsidiaries of AXA Bank Europe.

A little history of AXA Bank Europe

- 2010 Launch of commercial activity of AXA Bank in Czech Republic
- 2009 Launch of commercial activity of AXA Bank in Switzerland
- 2009 Ella Bank in Hungary, acquired in 2007, becomes a branch of AXA Bank Europe
- 2008 AXA Life Europe Hedging Services joined AXA Bank Europe to provide financial engineering competencies to insurance companies of the Group and AXA Bank Europe
- 2007 Creation of the European bank platform AXA Bank Europe on December 3rd.
- 2002 AXA Royale Belge becomes AXA Belgium on 1 March. The bank side remains AXA Bank Belgium, abbreviated AXA Bank.
- 2000 Creation of AXA Bank Belgium (resulting from the merger between Ippa and Anhyp) on 1 January.
- 1999 AXA takes over Anhyp.
- 1999 Merger between Royale Belge and AXA Belgium.
- 1990 AXA Belgium is created.
- 1986 Royale Belge takes over Ippa.
- 1903 Foundation of "Société hypothécaire belge et Caisse d'épargne" (later renamed « Ippa »).
- 1881 Foundation of "Caisse Hypothécaire Anversoise" (becoming "Anhyp" later on).

Key financial information

- Solvency position : Tier 1 ratio of 19,79 % (consolidated) and 17,14% (unconsolidated) (December 31st 2009)
- S&P rating : 'A+/A-1' with 'Stable' outlook (March 30th 2010)

General Risk Profile

AXA Bank Europe's core business is retail banking based on simple product offers. It is not involved in Investment banking, corporate banking, structured finance or trade finance.

Its treasury and financial market activities are limited as AXA Bank Europe maintains a very conservative approach to market risks, Asset & liability management and interest rate risk management.

As such, being a retail bank, AXA Bank Europe's risk management policy is based on following key principles:

A qualitative retail credit risk portfolio

A high quality sovereign, local authorities, international institutions and bank counterparties portfolio

Standard operational risks

Prudent market, asset & liability and interest rate risk.

Governance and control

AXA Bank Europe has a governance structure consisting of a Board of Directors, with mainly a supervisory function and defining the company's strategy, and an Executive Committee with exclusive responsibility of effective management. This structure illustrates and clearly organizes the split between supervisory and management accountabilities.

The auditor of AXA BANK is PricewaterhouseCoopers Bedrijfsrevisoren CVBA, Woluwedal 18, 1932 Sint-Stevens-Woluwe (Belgium).

The relevant auditor's report with respect to the audited accounts of AXA BANK for the years ended 31 December 2008 and 31 December 2009, as in annex to this Base Prospectus (See *Condition 6. Documents regarding annual accounts in annex*), were issued without any reservations.

8.2 BUSINESS OVERVIEW

8.2.1. Key events at AXA Bank Europe in 2009

- AXA Bank Europe continues its efforts to meet its objectives. In its second year of existence, it has worked on several fronts:
- Thanks to the adoption of clear governance rules, the matrix structure has been optimized.
- Development efforts have focused on the start-up of branches in Switzerland, the Czech Republic and Slovakia.
- It has successfully managed the credit crisis in Hungary.
- In order to centralise all funding and asset liability management (ALM) activities in Brussels, the Investments Division has been reorganised. As a result, the AXA group can now also use its bank as an additional point of entry to the investment market.

Governance

AXA Bank Europe has put in place a clear and transparent management structure, with defined roles and responsibilities for each and every member. It has also defined the competences of the different management bodies: the Executive Committee of AXA Bank Europe, the different local management committees and the areas for which decisions must be reached in consensus between the global and local bodies. All bodies are controlled by the Board of Directors, which will primarily focus on determining AXA Bank Europe's strategy.

The next step consists in fine-tuning the roles and responsibilities of the different advisory committees that support management in specific areas such as ALM, Finance & Risk Management, Investments, IT,...

Development of the banking activity

On 1 January 2009, AXA Bank Hungary became a branch of AXA Bank Europe through a cross-border merger between Ella Bank and AXA Bank Europe.

Also in January, AXA Bank started up its activities in Switzerland with a savings offer. The package consisted of a high-yielding savings account, a debit card, online access and a one-year deposit account. After one year, the results are satisfactory.

After the launch in Switzerland, development efforts have focused on the set-up of branches in the Czech Republic, followed by Slovakia.

This has been a major project, which lasted 14 months. The result is what can now be considered a model bank with standard products that can be used in other countries, quality services and defined operation flow specifications. It has also led to the selection of a core banking system that will be reused for the launch of new branches.

Coping with the crisis in Hungary

The economic and financial crisis has particularly hit the Hungarian financial sector in which most housing credits are granted in foreign currency (CHF). When the forint depreciated, households had to pay significantly higher monthly installments.

AXA Bank Europe closely monitored the situation and implemented two measures:

- It reinforced its acceptance policy of new credits, thus ensuring a sound increase of the portfolio in 2009.
- It increased its provisions in order to anticipate losses in the existing portfolio. The provision level is currently in line with the standard levels noted at the height of the crisis. Moreover, the situation has been stabilized.

Creation of a centralized platform of access to financial markets

The Investments Division has been incorporated as a centre of expertise within the bank and trades derivative products within the framework of hedging operations, thanks to the integration of AXA Hedging Services. As a result, the objectives of the Board of Directors have been successfully met: the AXA Group companies can rely on a complete service in the areas of hedging advice and trading services. In parallel, asset liability management (ALM) and the liquid asset management for all the bank's branches have been centralized and a single centre of expertise is now fully operational.

The Savings and Investments business in 2009

In 2009, AXA Bank Europe registered high capital inflow and its strategy of offering a wide range of simple savings products proved particularly effective. Obviously, the financial crisis and uncertainty about the future has prompted customers to prefer the security of short-term investments. In addition, banks have to a large extent subsidized their short-term offering because doing so constitutes a good alternative to financing on financial markets. This has led to tougher competition, forcing AXA Bank Europe to maintain high interest rates for its flagship products to be able to continue to attract new customers.

Overall, Net New Money (NNM) for the year, which flowed in fairly regularly in the course of the year, amounted to EUR 1,567 million.

In Belgium, EUR 1,201 million was collected, particularly as a result of a constant presence on the market with a promotional offer on the flagship product: I+ Welcome.

Due to customers' strong preference for short-term savings products, the level of fund transfers from the bank to insurance was limited to EUR 512 million. The situation is expected to return to normal once the level of aversion to risk has subsided.

In Switzerland, total Net New Money amounted to EUR 185 million, demonstrating that adding banking products to the range of insurance products is a very effective way to attract new funds into AXA. Constructive dialogue with customers also contributed to this result.

In Hungary, the bank's development of a savings strategy in forint proved successful, bringing in EUR 181 million in Net New Money. This constitutes a significant advance considering the strong production of credit.

The overall environment was stimulating above all for short-term savings products. Indeed, particularly low rates did not leave much room for offering attractive rates while keeping margins. In this context, the Bank's capacity to manage different savings products with different rates in terms of the sensitivity of customer segments to rate variations proved to be essential. Belgium developed unique expertise in this field and was able to limit the impacts of this low-rate environment.

▪ Belgium

Net New Money:

AXA Bank closed the financial year with NNM of nearly EUR 1,201 million, compared with EUR 1,797 million in 2008. This significant increase can be attributed to the outstanding collection of funds in 2008, which was greatly influenced by the onset of the financial crisis. In a "normal" year, collection of more than EUR 1 billion is a convincing result that consolidates the Bank's share of the retail savings market, which is around 5%.

Net New Money (NNM) EUR mn	2008	2009	Change
Balance sheet products (net)	1,821	1,203	-618
Off-balance sheet products (net)	-236	-294	-58
Third-party products (gross)	212	292	+80
Total NNM	1,797	1,201	-596

Balance sheet products:

- Better result on savings accounts: EUR 1,916 million compared with EUR 1,136 million in 2008. I+ Welcome collected less in 2009 than in 2008 (EUR 1,232 million compared with EUR 1.690 million) but on classic savings accounts, a positive intake of EUR 6 million was registered after losses of EUR 919 million in 2008. Weaker result on term accounts and savings certificates: substantial decreases of EUR 861 million, whereas this compartment progressed in 2008 by EUR 633 million, as a consequence of high short-term rates in 2008.

Off-balance sheet products:

- Stronger result on off-balance sheet third-party products of EUR 292 million compared with EUR 212 million. (What is the value added of this line – same information as in the table)
- Comparable result on open-ended collective investment funds: outflow of EUR 294 million compared with an outflow of EUR 236 million with gross production up sharply (EUR 97 million compared with EUR 37 million in 2008). Certain successful securities issues can be highlighted: more than EUR 30 million collected with AXA B Fd Quality Bonds Opportunities and AXA Investplus Revival 2. However, certain maturities more than offset these new volumes (EUR -326 million compared with EUR -151 million in 2008).

Net transfers from banking to insurance remained stable at EUR -512 million compared with EUR -509 million, although a sharp contrast was observed between the first three quarters (extremely weak flows) and the last quarter of the year (vigorous recovery).

▪ *Switzerland*

After its start-up in November 2008, the Winterthur branch of AXA Bank Europe ("AXA Bank Switzerland") had a productive first year of business in 2009. The bank launched its activity with simple banking products, in particular savings accounts and term accounts.

In 2009, the bank took in EUR 185 million in net new money, which breaks down as follows: EUR 130 million in savings accounts (including EUR 3 million in Vorsorgekonto accounts) and EUR 55 million in term accounts. At the end of the year, 12,500 new customers had placed their confidence in the bank. The customer advisers of AXA insurance drew in 47% of the net new money, direct channel 36% and AXA employees 17%. The Bank's staff increased from 6 to 29 full-time equivalents at end 2009.

▪ *Hungary*

In order to launch the development of the pump-in/pump-through strategy, AXA Bank in Hungary launched End 2008 its VIP account, a high-yield savings account designed to attract a new clientele. This account offers an interest rate that rises as the account balance increases (four rate levels).

In 2009, AXA Bank in Hungary registered net new money of EUR 181 million, a remarkable advance of EUR 127 million over 2008. At end 2009, it had a total of some 156,000 customers.

8.2.2. The Credit business in 2009

In spite of the difficult economic context, gross production of credit amounted to EUR 2.830 million, an increase of nearly 36 % over 2008. This rise resulted primarily from an increase in mortgages granted in Belgium, with Hungary registering a slight decline.

▪ **Belgium**

Production of credit

EUR (million)	2008	2009	Change
Mortgages	952	1,813	90.4 %
Installment loans	384	351	-8.6 %
Total personal lending	1,336	2,164	62.0 %
Total business lending	428	390	-8.9 %
Total gross production	1,764	2,554	44.8%

Personal lending

There was a slight decline in the number of installment loans granted. This decrease was observed during the first six months of the year but was fully in line with market developments. In early 2009, confidence reached a historically low level, which had a direct impact on the car financing market, among others.

At the Motor Show in January, potential customers were offered a four-month rate guarantee and one free month on all new applications for new car loans. The Batibouw Show placed the accent on financing home renovations.

AXA's credit division continued to promote green lending: the Bank was the first on the market to promote this type of loan, which entails a substantial tax advantage for the borrower.

During the latter half of the year, promotions focused on personal loans. Campaigns highlighted the theme of 'transparent and stress-free loans' at very attractive rates, in response to the average consumer's tighter budget.

The mortgage market registered a strong improvement in 2009, after an obvious decline in 2008. This was due to the positive impact of a number of factors. Property prices continued to rise, albeit at a modest level, and were sustained by a trend of investment in property rather than in stock markets. The government also put in place tax measures in support of energy-saving investments. These positive incentives had a direct impact on the number of mortgages granted, which practically doubled compared with 2008.

Business lending

Business loans experienced a slight decline due to the less buoyant economic environment. On the basis of the number of loans granted during the second half of the year, a slight and gradual recovery of the market and a rise in the number of loans is expected.

Quality of the portfolio

In spite of a less favorable macro-economic context and the international phenomenon of higher loan losses, the overall loan portfolio, which is made up primarily of personal loans, remains particularly sound. Consequently, in 2009, AXA Bank registered a perfectly acceptable net loss ratio of 0.11 %.

▪ **Hungary**

Credit production

EUR (million)	2008	2009	Change
Mortgages	322	276	-14 %

Owing to the devaluation of the Hungarian forint and the economic slump, borrowers' repayment capacity was a major concern. A customer assistance project was launched successfully at the start of 2009. It consisted of a number of measures aimed at protecting the Bank's existing portfolio and lowering the risk profile of new loans. The acquisition scoring models were strengthened, customer services were differentiated in terms of modelised customer segments and loan loss provisions were recalculated on a more conservative basis.

Despite the unfavorable macro-economic context, the Bank maintained the quality of its loan portfolio.

AXA Bank in Hungary was also the first operator to launch, in September 2009, a new mortgage product denominated in HUF, the HAZAI mortgage, which gave the Bank a competitive lead.

8.2.3. The Daily Banking & Financial Operations business in 2009

This activity primarily concerns Belgium.

Current accounts and credit cards

In 2009, the focus was placed on growth in classic current accounts and the launch of the Click Bonus internet account early November.

Thanks to a number of commercial actions implemented by the Bank's 950 agents, the portfolio expanded by more than 17.500 active accounts, to a total of more than 280,000 accounts.

On 31 December 2009, current accounts totaled EUR 1.26 billion.

Reversing a downward trend, the credit card portfolio rose by 6 % to 70,000 cards, which represents a 0.5% increase in market share.

Front ends

In Belgium, AXA Bank Europe prolonged its pro-active policy of investing in technology improvements for customers.

In home banking, the Zoomit bill-paying function was introduced along with a number of management improvements, including:

- beneficiary management, signature procedure
- management of the Click Bonus account through a system of e-mail exchanges with the central office
- online management of applications for the home banking service.

The number of active users rose in 2009 by approximately 23.000 accounts, which gives a total of round 134.000 out of 193,100 contracts.

A new web version of Isabel 6.0 was launched for massive conversion in 2010.

There are now 454 self-service facilities, of which 348 are open to customers of other banks. These facilities register some 5.7 million cash withdrawals a year. They are now Visa certified and, as a result of a thorough overhaul of its security architecture, AXA Bank Europe is one of the first banks to meet the most demanding international standards for card transactions. AXA Bank has also launched a new distributor that uses the latest technology.

In agencies, card readers used for the electronic identification of customers have been improved, taking account of input from agents, and their functions have been expanded (change of pin code, unblocking of a card and synchronization). The system also allows for the electronic signature of documents. This type of card reader is set to be brought into general use in 2010.

Payments

AXA Bank continues to meet its SEPA (Single European Payment Area) obligations and is therefore contributing to the creation of the single payment area in Europe. It was technically ready for the intra-European launch of SEPA Direct Debit Core, even before the Payment Services Directive was transposed into Belgian law.

In 2010, the Bank will pursue its drive to improve back office services in terms of daytime availability and effectiveness of payment systems.

On debit cards, a project was launched in 2009 to optimize AXA Bank's independence and its position on the Belgian market. The Principal Membership License (PML) is a direct consequence of European regulations and initiatives to remove internal payment structures and to secure a direct license with Mastercard that will replace the affiliated membership via Europay Belgium from mid-2010.

Quality

Via its Customer Quality program, AXA Bank focuses on four areas of action, in particular the quality of its information technology applications, human intervention, processes and written communication to agents and customers. In 2009, managers and staff were made more fully aware of empathy as one of the very important non-technical skills needed in interactions with customers.

8.2.4. Recent developments

The unfavourable interest rate environment of 2009 continued in the first half year of 2010 challenging the margins on saving products. This is accompanied by attractive margins on loans.

In the first quarter, the Czech Republic was commercially launched offering a high-yielding savings account, exceeding expectations. The other existing branches with commercial activities all brought a positive contribution to the net new money. At the same time the Net transfers from banking to insurance increased.

In the second quarter Hungary suffered from a strengthening CHF against the HUF, leading to an increase in the loan provisioning. Despite this new unfavorable macro-economic context the bank continued to emphasize the measures mentioned before in order to protect the Bank's existing portfolio and maintain the quality of its loan portfolio.

The unfavourable interest rate level, challenging Hungarian macro and regulatory climate and the general current market environment will challenge the earnings base of 2010.

There have been no material contracts that are not entered into in the ordinary course of AXA BANK's business which could result in any member of the AXA GROUP being under an entitlement that is material to AXA BANK's ability to meet its obligations to Noteholders.

AXA BANK has made no investments since the date of the last published financial statements, and no principal future investments are planned.

8.3 MANAGEMENT AND SUPERVISION

8.3.1. ADMINISTRATION, MANAGEMENT AND AUDIT

<i>Board of Directors</i>	<i>Executive Committee</i>	<i>Audit Committee</i>
Jacques de Vacleroy, Chairman	Hervé Hatt, Chairman	Jacques Espinasse, Chairman
Emmanuel de Talhouët,	Patrick Vaneeckhout,	Patrick Lemoine, member
Jacques Espinasse	Vice-Chairman	
Philippe Eyben	François Robinet,	
Thomas Gerber (since 23 June 2009)	Vice-Chairman	
Hervé Hatt	Philippe Eyben	
	Irina Buchmann	

Noël Richardson
François Robinet

Patrick Vaneeckhout
Patrick Lemoine

Marc Raisière

Irina Buchmann

Remuneration Committee

Jacques de Vaucleroy,
Chairman
Patrick Lemoine

Auditor

PricewaterhouseCoopers
Réviseurs d'entreprises, scrl,
represented by Mrs Emmanuelle
Attout and Mr Grégory Joos
(registered auditors)

Audit Committee

AXA Bank Europe's Audit Committee is made up of Jacques Espinasse and Patrick Lemoine.

Jacques Espinasse was appointed an independent Director of AXA Bank Europe on 17 April 2008. He has a degree from the University of Michigan and a Master's in Business Administration. He has considerable experience as an analyst and financial officer, including in major enterprises. Mr Espinasse has served as a director for several companies.

Patrick Lemoine was appointed director of AXA Bank Europe on 15 December 2009. He is also director and member of the Audit and Remuneration committee of AXA Belgium SA and is the president and member of the Audit Committee of AXA Holdings Belgium SA. M. Lemoine is appointed Chief Financial Officer of AXA's NORCEE region as of September 1st 2010.

The Board of Directors is consequently in a position to demonstrate the individual and collective competence of members of the Audit Committee, as required by the Belgian law of 17 December 2008 on the establishment of an audit committee in financial institutions.

Since 2007 and prior to the entry into force of this law on 8 January 2009, the member companies of AXA Group Belgium used the independence criteria laid down in the AXA Group Corporate Governance Standards.

According to this text, to be considered independent, a director:

- may not be, or have been in the course of the last five years, an employee of the company or of a company with ties to the company;
- may not be a partner or employee of the company's external auditor;
- may have no family ties with any of the company's directors;
- may not have any direct or indirect significant business relations with the company or its affiliates.

Directors appointed prior to the entry into force of the law of 17 December 2008, who meet these criteria, are entitled to sit as independent directors until 1 July 2011. All new appointments of independent directors shall meet the nine independence criteria set by the law of 17 December 2008.

Conflicts of interests

To AXA BANK's knowledge, there are no conflicts of interests between any duties to AXA BANK of the members of the Board and of the committees and their private interests and/or other duties.

Remuneration policy for directors

Generalities

The remuneration policy for directors defined by AXA Bank Europe is based on AXA Group's remuneration policy while conforming to practices on the local market. External studies are conducted annually to ensure such conformity.

Structure of the remuneration policy

The remuneration policy for directors of AXA Bank Europe includes a fixed component and a variable component. The balance between the two can vary depending on the level of responsibilities (directors or members of the executive committee), it being understood that the fixed component is always adequate in order to allow for a flexible remuneration policy on the variable component.

The variable component is made up of two parts:

- A non-deferred variable component which is defined by an annual cash target.
- A deferred variable component which is composed of a share option plan, with a vesting period of at least three years.

Performance measurement

Performances are determined on the basis of different criteria that take account of the rate of achievement of individual objectives which are quantitative and qualitative in nature, the performance of AXA Bank Europe and the performance of AXA Group as a whole.

Governance

The remuneration policy and the individual remuneration of directors and members of the executive committee are set annually by the Board of Directors on the basis of proposals from the Remuneration Committee. This committee is made up of the Chairman of the Board of Directors and of non-executive directors. Different experts from AXA Bank Europe and AXA Group are invited to advise the Remuneration Committee. Non-executive directors are only paid fixed emoluments and do not receive any variable remuneration.

8.3.2. EXTERNAL DUTIES OF THE DIRECTORS

Under the Banking, Finance and Insurance Commission Regulation, approved by the Royal Decree dated 19th July 2002 and concerning the performance of external duties by executive managers of credit institutions, AXA BANK is required to disclose the external duties performed by its directors and executive managers.

Name	External position	Appointment	End of term (if applicable)
de TALHOUET Emmanuel	Administrateur at AXA Holdings Belgium	27/02/2009	30/04/2012
	Administrateur délégué at AXA Belgium	05/06/2008	30/04/2012
de VAUCLEROY Jacques	Président du Conseil et du Comité de Rémunération at AXA Belgium	27/04/2010	30/04/2013
	Administrateur délégué at AXA Holdings Belgium	27/04/2010	30/04/2013
ESPINASSE Jacques	Administrateur at AXA Holdings Belgium	24/04/2007	30/04/2013
	Administrateur - Président du Comité d'Audit at AXA Belgium	24/04/2007	30/04/2013
EYBEN Philippe	Administrateur at AXA Private Management	19/11/2009	31/03/2015
GERBER Thomas	Mitglied des Vorstands at AXA Konzerns AG	27/05/2009	30/04/2012
	Vorstand at AXA Lebensversicherung AG	01/05/2009	30/06/2012
HATT Hervé	Vice Président du Conseil de Surveillance at AXA Banque	20/11/2009	31/05/2015
LEMOINE Patrick	Administrateur - Membre du comité d'Audit et de Rémunération at AXA Belgium	01/01/2010	30/04/2012
	Président et Membre du comité d'Audit at AXA Holdings Belgium	01/04/2010	30/04/2013
RAISIERE Marc	Président du conseil de surveillance at AXA Banque	20/11/2009	31/05/2015
	Administrateur at AXA France	22/10/2009	30/06/2012
RICHARDSON Noël	Administrateur at AXA Holdings Belgium	14/09/2007	30/04/2013
	Administrateur at AXA Belgium	14/09/2007	30/04/2011
	Mitglied des Vorstands at AXA Konzern AG	01/01/2008	31/03/2009
	Vorsitzender at AXA Versicherung AG	24/06/2008	
ROBINET François	Membre du Conseil de Surveillance at AXA Banque	20/11/2009	31/05/2015
VANEECKHOUT Patrick	Administrateur at AXA Private Management	14/03/2006	31/03/2015

8.3.3. SUPERVISION

AXA BANK Europe is under the supervision of the Belgian Banking, Finance and Insurance Commission.

8.4. FINANCIAL INFORMATION

8.4.1 CONSOLIDATED ANNUAL AUDITED FINANCIAL STATEMENTS OF AXA BANK EUROPE SA

Under a Belgian Royal Decree of 5 December 2004, Belgian credit institutions and investment firms are required to apply IFRS when drawing up their financial statements for financial years commencing on or after 1 January 2006. AXA BANK has therefore produced and published financial statements in accordance with IFRS from 1 January 2006 onwards.

The notes to the consolidated annual audited financial statements, including a description of the accounting policies, are set out on pages 12 to 24 of AXA BANK's 2009 annual report, which is in annex to this Base Prospectus.

The consolidated financial information below has been extracted without material adjustment from the consolidated audited financial statements of AXA BANK for the years ended 31 December 2009 and 31 December 2008 which were prepared in accordance with IFRS.

Audited Consolidated Balance Sheet of AXA BANK as of 31 December 2008 and 31 December 2009

Consolidated Balance Sheet Statement - Assets in '000 EUR	2009.12	2008.12
Cash and cash balances with central banks	151.855	299.288
Financial assets held for trading	1.685.944	1.225.200
Financial assets designated at fair value through profit or loss	65.908	119.479
Available-for-sale financial assets	3.664.927	3.451.503
Loans and receivables (including finance leases)	20.345.209	17.942.544
Held-to-maturity investments	0	0
Derivatives - hedge accounting	9.525	36.497
Fair value changes of the hedged items in portfolio hedge of interest rate risk	137.100	118.891
Tangible assets	41.674	19.702
<i>Property, Plant and Equipment</i>	41.674	19.702
<i>Investment property</i>	0	0
Intangible assets	18.558	10.372
<i>Goodwill</i>	0	0
<i>Other intangible assets</i>	18.558	10.372
Investments in associates, [subsidiaries] and joint ventures (accounted for using the equity method- including goodwill)	0	0
Tax assets	86.146	83.788
<i>Current tax assets</i>	2.034	425
<i>Deferred tax assets</i>	84.112	83.363
Other assets	89.365	83.882
Non-current assets and disposal groups classified as held for sale	0	0
TOTAL ASSETS	26.296.211	23.391.146

Consolidated Balance Sheet Statement - Liabilities in '000 EUR	2009.12	2008.12
Deposits from central banks	0	0
Financial liabilities held for trading	1.661.497	927.738
Financial liabilities designated at fair value through profit or loss	73.851	70.242
Financial liabilities measured at amortised cost	18.905.483	18.652.226
<i>Deposits from Credit institutions</i>	1.399.829	1.081.418
<i>Deposits from Other than credit institutions</i>	15.465.575	16.020.131
<i>Debt certificates including bonds</i>	971.733	976.409
<i>Subordinated liabilities</i>	401.179	434.400
<i>Other financial liabilities</i>	667.167	139.868
Financial liabilities associated with transferred assets	4.282.580	2.126.003
Derivatives - hedge accounting	265.939	210.151
Fair value changes of the hedged items in a portfolio hedge of interest rate risk	0	0
Provisions	170.123	163.855
Tax liabilities	27.655	28.036
<i>Current tax liabilities</i>	27.655	28.036
<i>Deferred tax liabilities</i>	0	0
Other liabilities	54.623	390.075
Liabilities included in disposal groups classified as held for sale	0	0
Share capital repayable on demand (e.g. cooperative shares)	0	0
TOTAL LIABILITIES	25.441.751	22.568.326

Consolidated Balance Sheet Statement - Equity in '000 EUR	2009.12	2008.12
Issued capital	546.318	531.250
<i>Paid in capital</i>	546.318	531.250
<i>Unpaid capital which has been called up</i>	0	0
Share premium	0	0
Other Equity	0	0
<i>Equity component of compound financial instruments</i>	0	0
<i>Other</i>	0	0
Revaluation reserves and other valuation differences	-157.393	-163.384
<i>Tangible assets</i>	0	0
<i>Intangible assets</i>	0	0
<i>Hedge of net investments in foreign operations (effective portion)</i>	0	0
<i>Foreign currency translation</i>	-120	0
<i>Cash flow hedges (effective portion)</i>	-12.116	-10.479
<i>Available for sale financial assets</i>	-144.423	-160.189
<i>Non-current assets and disposal groups held for sale</i>	0	0
<i>Other items</i>	-734	7.284
Reserves (including retained earnings)	475.311	461.429
<Treasury shares>	0	0
Income from current year	-9.775	-6.475
<Interim dividends>	0	0
Minority interest	0	0
<i>Revaluation reserves and other valuation differences</i>	0	0
<i>Other items</i>	0	0
TOTAL EQUITY	854.461	822.820
TOTAL LIABILITIES AND EQUITY	26.296.211	23.391.146

Audited Consolidated Statement of Income of AXA BANK as of 31 December 2009 and 31 December 2008

Consolidated profit or loss in '000 EUR	2009.12	2008.12
CONTINUING OPERATIONS		
Financial & operating income and expenses	270.176	276.369
Interest income	1.299.740	2.215.294
Cash & cash balances with central banks	0	0
Financial assets held for trading (if accounted for separately)	500.812	1.123.106
Financial assets designated at fair value through profit or loss (if accounted for separately)	7.516	5.829
Available-for-sale financial assets	97.966	165.926
Loans and receivables (including finance leases)	632.553	765.972
Held-to-maturity investments	0	0
Derivatives - Hedge accounting, interest rate risk	60.859	154.447
Other assets	34	14
(Interest expenses)	1.075.905	1.971.645
Deposits from central banks	0	0
Financial liabilities held for trading (if accounted for separately)	508.232	1.105.352
Financial liabilities designated at fair value through profit or loss (if accounted for separately)	582	1.984
Financial liabilities measured at amortised cost		
Deposits from credit institutions	439.050	706.611
Deposits from non credit institutions	49.684	109.027
Debt certificates	336.310	540.281
Subordinated liabilities	32.257	34.435
Other financial liabilities	19.345	22.638
Derivatives - Hedge accounting, interest rate risk	1.454	230
Other liabilities	128.041	157.698
Expenses on share capital repayable on demand	0	0
Dividend income	2.545	23.717
Financial assets held for trading (if accounted for separately)	12	111
Financial assets designated at fair value through profit or loss (if accounted for separately)	1.652	4.688
Available-for-sale financial assets	881	18.918
Fee and commission income	35.966	34.035
(Fee and commission expenses)	55.712	42.664
Realised gains (losses) on financial assets & liabilities not measured at fair value through profit or loss, net	-13.672	16.040
Available-for-sale financial assets	-17.880	11.863
Loans and receivables (including finance leases)	4.994	4.177
Held-to-maturity investments	0	0
Financial liabilities measured at amortised cost	0	0
Other	-786	0
Gains (losses) on financial assets and liabilities held for trading (net)	8.892	-79.969
Equity instruments and related derivatives	-2.115	-2.722
Interest rate instruments and related derivatives	26.887	-99.315
Foreign exchange trading	-16.022	21.138
Credit risk instruments and related derivatives	142	930
Commodities and related derivatives	0	0
Other (including hybrid derivatives)	0	0
Gains (losses) on financial assets and liabilities designated at fair value through profit or loss (net)	-1.309	-29.728
Gains (losses) from hedge accounting	14.917	105.053
Exchange differences, net	24.853	-16.793
Gains (losses) on derecognition of assets other than held for sale, net	-34	475
Other operating net income	29.895	22.552

Administration costs	265.731	208.367
<i>Staff expenses</i>	117.900	95.801
<i>General and administrative expenses</i>	147.831	112.566
Depreciation	4.940	2.787
<i>Property, Plant and Equipment</i>	1.844	1.695
<i>Investment Properties</i>	0	0
<i>Intangible assets (other than goodwill)</i>	3.096	1.092
Provisions	-8.115	6.845
Impairment	22.099	66.920
Impairment losses on financial assets not measured at fair value through profit or loss	22.099	61.811
<i>Financial assets measured at cost (unquoted equity)</i>	0	0
<i>Available for sale financial assets</i>	-16.236	52.651
<i>Loans and receivables (including finance leases)</i>	38.335	9.160
<i>Held to maturity investments</i>	0	0
Impairment on	0	5.109
<i>Property, plant and equipment</i>	0	0
<i>Investment properties</i>	0	0
<i>Goodwill</i>	0	0
<i>Intangible assets (other than goodwill)</i>	0	5.109
<i>Investments in associates and joint ventures accounted for using the equity method</i>	0	0
<i>Other</i>	0	0
Negative goodwill immediately recognised in profit or loss	0	2.387
Share of the profit or loss of associates, [subsidiaries] and joint ventures accounted for using the equity method	0	0
Profit or loss from non-current assets and disposal groups classified as held for sale not qualifying as discontinued operations	0	0
TOTAL PROFIT OR LOSS BEFORE TAX FROM CONTINUING OPERATIONS	-14.479	-6.163
Tax expense (income) related to profit or loss from continuing operations	-4.704	312
TOTAL PROFIT OR LOSS AFTER TAX FROM CONTINUING OPERATIONS	-9.775	-6.475
Total profit or loss after tax from discontinued operations	0	0
TOTAL PROFIT OR LOSS AFTER TAX AND DISCONTINUED OPERATIONS AND BEFORE MINORITY INTEREST	-9.775	-6.475
Profit or loss attributable to minority interest	0	0
NET PROFIT OR LOSS	-9.775	-6.475

8.4.3. AUDITED CASH FLOW STATEMENTS OF AXA BANK EUROPE SA

Audited Consolidated Cash Flow Statement of AXA BANK as at 31 December 2009 and 31 December 2008

OPERATING ACTIVITIES	2009.12	2008.12
	in '000 EUR	in '000 EUR
Net profit (loss)	-9.775	-6.475
<u>Adjustments to reconcile net profit or loss to net cash provided by operating activities:</u>		
(Current and deferred tax income, recognised in income statement)	16.169	-50.253
Current and deferred tax expenses, recognised in income statement	-4.704	312
Minority interests included in group profit or loss		
Unrealised foreign currency gains and losses	-24.853	-20.525
<u>INVESTING AND FINANCING</u>		
Depreciation / amortisation	4.940	2.787
Impairment		5.109
Provisions net	-8.115	6.845
Unrealised fair value (gains) losses via P & L, i.e. for investment property, PPE, intangible assets,...		-53.848
(Gains) Losses on sale of investments, net (i.e. HTM, associates, subsidiaries, tangible assets,...)		50.829
<u>OPERATING</u>		
Unrealised gains (losses) from cash flow hedges, net	-1.637	-10.478
Unrealised gains (losses) from available-for-sale investments, net	15.765	-160.189
Other adjustments	34.773	128.905
Cash flows from operating profits before changes in operating assets and liabilities	6.394	-56.728
<u>Increase (decrease) in working capital (excl. cash & cash equivalents):</u>	62.162	543.530
<u>Increase (decrease) in operating assets (excl. cash & cash equivalents):</u>		
Increase (decrease) in balances with central banks	2.838.266	1.364.766
Increase (decrease) in loans and receivables	-163.178	
Increase (decrease) in available-for-sale assets	2.402.665	2.258.238
Increase (decrease) in financial assets held for trading	213.424	-1.057.725
Increase (decrease) in financial assets designated at fair value through profit or loss	460.415	153.692
	-53.571	-1.026
Increase (decrease) in asset-derivatives, hedge accounting	-26.972	
Increase (decrease) in non-current held for sale		
Increase (decrease) in other assets (definition balance sheet)	5.483	11.587
<u>Increase (decrease) in operating liabilities (excl. cash & cash equivalents):</u>	2.900.428	1.908.296
Increase (decrease) in advances from central banks		
Increase (decrease) in deposits from credit institutions	318.411	368.710
Increase (decrease) in deposits (other than credit institutions)	-554.556	1.139.945
Increase (decrease) in debt certificates (including bonds)	-4.677	
Increase (decrease) in financial liabilities held for trading	717.674	
Increase (decrease) in financial liabilities designated at fair value through profit or loss	3.609	98.445
Increase (decrease) in liability-derivatives, hedge accounting	71.544	4.874
Increase (decrease) in other financial liabilities	2.683.876	
Increase (decrease) in other liabilities (definition balance sheet)	-335.453	296.322
Cash flow from operating activities	68.556	486.802
Income taxes (paid) refunded	-204	4.755
Net cash flow from operating activities	68.352	491.557

INVESTING ACTIVITIES		
(Cash payments to acquire tangible assets)	23.235	16.041
Cash receipts from the sale of tangible assets	32	-5.649
(Cash payments to acquire intangible assets)	11.251	
Cash receipts from the sale of intangible assets		
(Cash payments for the investment in associates, subsidiaries, joint ventures net of cash acquired)		-1.766
Cash receipts from the disposal of associates, subsidiaries, joint ventures net of cash disposed		
(Cash outflow to non-current assets or liabilities held for sale)		
Cash inflow from the non-current assets or liabilities held for sale		
(Cash payments to acquire held-to-maturity investments)		
Cash receipts from the sale of held-to-maturity investments		
(Other cash payments related to investing activities)		
Other cash receipts related to investing activities		250
Net cash flow from investing activities	-34.454	-19.674

FINANCING ACTIVITIES		
(Dividends paid)		
Cash proceeds from the issuance of subordinated liabilities	12.554	2.241
(Cash repayments of subordinated liabilities)	45.774	44.912
(Cash payments to redeem shares or other equity instruments)		350.000
Cash proceeds from issuing shares or other equity instruments	15.068	24.455
(Cash payments to acquire treasury shares)		
Cash proceeds from the sale of treasury shares		
Other cash proceeds related to financing activities		
(Other cash payments related to financing activities)		24.599
Net cash flow from financing activities	-18.152	-392.815
Effect of exchange rate changes on cash and cash equivalents		

NET INCREASE IN CASH AND CASH EQUIVALENTS	15.746	79.068
CASH AND CASH EQUIVALENTS AT BEGINNING OF THE PERIOD	136.107	57.041
CASH AND CASH EQUIVALENTS AT END OF THE PERIOD	151.853	136.109
<u>Components of cash and cash equivalents:</u>		
On hand (cash)	130.135	71.094
Cash balances with central banks	21.718	65.015
Loans and receivables		
Held-to-maturity investments		
Available-for-sale assets		
Financial assets held for trading		
Financial assets designated at fair value through profit or loss		
Other short term, highly liquid investments		
(Bank overdrafts which are repayable on demand, if integral part of cash management)		
Total cash and cash equivalents at end of the period	151.853	136.109
<u>Of which:</u> amount of cash and cash equivalents held by the enterprise, but not available for use by group		
Undrawn borrowing facilities (with breakdown if material)		
<u>Supplemental disclosures of operating cash flow information:</u>		
Interest income received	1.562.282	959.191
Dividend income received	893	19.029
Interest expense paid	-1.281.150	-662.386
<u>Supplemental disclosures of acquisitions/disposals of subsidiaries</u>		
Total purchase or disposal consideration		
Portion of purchase or disposal consideration discharged by means of cash or cash equivalents		
Amount of cash and cash equivalents in the subsidiaries acquired or disposed		
Amount of assets and liabilities other than cash or cash equivalents in the subsidiaries acquired or disposed of		
<u>Non-cash financing and investing activities</u>		
Acquisition of assets by assuming directly related liabilities or by means of a finance lease		
Acquisition of an enterprise by means of an equity issue		
Conversion of debt to equity		

8.5. **LEGAL AND ARBITRATION PROCEEDINGS**

There have been no governmental, legal and arbitration proceedings (during a period covering the last 12 months) which may have, or have had in the recent past, significant effects on AXA BANK's financial position or profitability.

8.6. **RATING**

Unless specified otherwise in the relevant Final Terms, the Notes are not rated.

AXA BANK has the following Standard & Poor's rating: A+/A-1 with a 'Stable' outlook (March 30th 2010).

9. **TERMS AND CONDITIONS OF THE NOTES**

(Annex V.4 of Regulation (EC) 809/2004)

The following is the text of the terms and conditions (the "Terms and Conditions", each chapter or subchapter individually referred to as "Condition") of the Notes, subject to completion and amendment and as supplemented or varied in accordance with the relevant provisions of the Final Terms. In the event of any inconsistency between the provisions of the Final Terms and the other provisions of this Programme, the Final Terms will prevail. All capitalised terms that are not defined in these Terms and Conditions will have the meanings given to them in the relevant Final Terms.

References in the Terms and Conditions to the Notes are to the Notes of one Tranche only, not to all Notes that may be issued under the Programme.

The Notes are issued under an agency agreement dated [●] 2010 (as amended or supplemented as at the date of issue of the Notes (the "Issue Date"), referred to as the "Agency Agreement"), between ABF(NL) as Issuer, AXA BANK as Guarantor, the Fiscal Agent, the Principal Paying Agent, the Domiciliary Agent, the Paying Agent (together with the Principal Paying Agent the "Paying Agents") and the Calculation Agent.

The Notes will be issued in tranches (each a "Tranche"). A "Series" means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (from the date on which such consolidation is expressed to take effect), except for their respective Issue Date, Interest Commencement Dates and/or Issue Prices.

9.1. **FORM, DENOMINATION AND TITLE**

The Notes issued by AXA BANK are in dematerialised book-entry form within the meaning of Article 468 of the Belgian Companies Code. Noteholders of dematerialised Notes will not be entitled to exchange Notes into bearer or registered Notes.

The Notes issued by ABF (NL) are in bearer form and will be represented by a permanent Global Note, deposited with Dexia BIL as common depositary for Euroclear and Clearstream Luxembourg. The ABF (NL) Notes will not be physically delivered. They will be held in a securities account.

Title to AXA BANK Notes will be evidenced in accordance with Article 468 of the Belgian Companies Code by entries in securities accounts maintained with the BNB System itself or participants or sub-participants in such system approved by the Belgian Minister of Finance. The BNB System maintains securities accounts in the name of authorised participants only. Such participants include Euroclear and Clearstream. Luxembourg Noteholders, unless they are participants, will not hold AXA BANK Notes directly with the operator of the BNB System but will hold them in a securities account through a financial institution which is a participant in the BNB System or which holds them through another financial institution which is such a participant.

In the case of AXA BANK Notes, the operator of the BNB System will credit the securities account of the Domiciliary Agent with the aggregate nominal amount of Notes. Such Domiciliary Agent will credit each subscriber which is a participant in the BNB System and each other subscriber which has a securities account with such Domiciliary Agent, with a nominal amount of Notes equal to a nominal amount of Notes to which such participant or such securities account holders have subscribed and paid for (both acting on their own behalf or as agent for other subscribers). Any participant in respect of its sub-participants and its account holders and any sub-participant in respect of its account holders will, upon such Notes being credited as aforesaid, credit the securities accounts of such account holder or sub-participant, as the case may be. Each person who is for the time being shown in the records of a participant, a sub-participant or the operator of the BNB System as the holder of a particular amount of such Notes (in which regard any certificate or other documents issued by a participant, sub-participant or the operator of the BNB System as to the nominal amount of such Notes standing to the account of such person shall be conclusive and binding for all purposes, save in the case of a manifest error) shall be treated by AXA BANK and the Domiciliary Agent as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interests on the Notes, which shall be paid through the Domiciliary Agent and the BNB System in accordance with the rules of the BNB System, and the expressions "Noteholder" and "holder of Notes" and related expressions shall be construed accordingly. AXA BANK Notes will be transferable only in accordance with the rules and procedures for the time being of the BNB System.

Reference to Euroclear and/or Clearstream, Luxembourg and/or the BNB System shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms.

For so long as any of the ABF (NL) Notes is represented by a Global Note held on behalf of Euroclear, Clearstream, Luxembourg or the BNB, each person (other than Euroclear, Clearstream, Luxembourg or BNB) who is for the time being shown in the records of Euroclear, of Clearstream, Luxembourg or of BNB as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear, Clearstream, Luxembourg or BNB as to the nominal amount of such notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the relevant Issuer, the Guarantor and the Paying Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Global Note shall be treated by the relevant Issuer, the Guarantor and any Paying Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note, and the expressions "Noteholder" and "holder of Notes" and related expressions shall be construed accordingly. Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear, Clearstream, Luxembourg and BNB, as the case may be.

AXA BANK will not charge any fees for Notes held in a AXA BANK securities account, or for the opening of such account.

Title to the Notes shall pass by transfer to or from the securities account. In these Terms and Conditions, the "Noteholder" means the person who has the Notes on his or her securities account.

The Notes are issued in the Denominations specified in the relevant Final Terms, and shall at least be EUR 1,000 for ABF (NL) Notes.

9.2 INTEREST ON THE NOTES

The interest to be paid on the Notes (the "Interest") can be based on a fixed rate ("Fixed Rate", such Notes to be referred to as "Fixed Rate Notes"), a floating rate ("Floating Rate", such Notes referred to as "Floating Rate Notes") or linked to any other variable, formula and/or underlying ("Variable Linked Rate", such Notes to be referred to as "Variable Linked Rate Notes") (Fixed Rate, Floating Rate and Variable Linked Rate are together referred to as "Interest Rate"). The Interest Rate is expressed as a percentage per annum and the Interest is calculated per Note for each Interest Period as the product of the Calculation Amount, the Interest Rate and the Day Count Fraction, unless an Interest Amount is specified in the relevant Final Terms, in which case the Interest payable in respect of such Note for such Interest Period shall equal such Interest Amount.

The Notes can also be Zero Coupon Notes, in which case no Interest is paid periodically.

Interest shall cease to accrue on each Note from the due date for redemption thereof unless payment of the principal thereof or delivery of the Redemption Amount (as defined below) to be delivered in respect thereof is improperly withheld or refused or unless default is otherwise made in respect of such payment. In such event, interest shall only cease to accrue from the date on which payment of such Redemption Amount in respect thereof is made or, if earlier and if applicable, from the seventh day after notice is given to the Noteholders in accordance with these Terms and Conditions that payment of the Redemption Amount will be made, provided that, upon such presentation, payment is in fact made.

9.2.1 FIXED RATE NOTES

Fixed Rate Notes bear Interest at the Fixed Rate specified in the relevant Final Terms, payable in arrears.

9.2.2 FLOATING RATE NOTES

Floating Rate Notes bear Interest at the Floating Rate specified in the relevant Final Terms, as fixed on the Interest Determination Date applicable to the relevant Interest Payment Date and payable in arrears. The Floating Rate will be determined by the Calculation Agent as the rate published on the Publication Source for the specified Designated Maturity plus the Spread, all as specified in the relevant Final Terms.

9.2.3 VARIABLE LINKED RATE NOTES

Variable Linked Rate Notes bear Interest at the Variable Linked Rate specified in the relevant Final Terms, as fixed in the way specified in the Final Terms, and payable in arrears. The Variable Linked Provisions below will apply.

9.2.4 ZERO COUPON NOTES

Zero Coupon Notes may be issued at their principal amount or at a discount to it, applying an Amortisation Yield, and will not bear Interest. Zero Coupon Notes that are also Bearer Notes may be subject to certain formalities on transfer under the laws of the Netherlands.

9.2.5 Payment of the Interest

Unless otherwise stated in the relevant Final Terms, Interest on the Notes will be payable in arrears at the end of the relevant Interest Period on the applicable Interest Payment Date. The first payment of Interest will be on the first Interest Payment Date following the Issue Date. The last payment will be on the Maturity Date.

9.3. DEFINITIONS

“Averaging Dates”:

Means the dates specified as such in the relevant Final Terms.

If an Averaging Date in respect of the Underlying is not a Scheduled Trading Day, then, the Averaging Date for such Underlying shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Initial Averaging Date or Disrupted Day, would have been the final Averaging Date in relation to the relevant Scheduled Valuation Date, then (1) that eighth Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) in

respect of such Underlying and, (2) the Calculation Agent shall determine its good faith estimate of the value for the Underlying as of the Valuation Time on that Averaging Date

If an Averaging Date for the Underlying is affected by the occurrence of a Disrupted Day, then, the Averaging Date for such Underlying shall be the first succeeding Valid Date. If the first succeeding Valid Date in respect of such Underlying has not occurred as of the Valuation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date in relation to the relevant Scheduled Valuation Date, then (1) that eighth Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) in respect of such Underlying and, (2) the Calculation Agent shall determine its good faith estimate of the value for the Underlying as of the Valuation Time on that Averaging Date.

“Business Day”:

means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the place(s) and on the days specified for that purpose in the related Final Terms, a TARGET Settlement Day, if “TARGET”, “TARGET2” or “TARGET Settlement Day” is specified for that purpose in the related Final Terms or if place(s) and days, or such terms, are not so specified in the related Final Terms.

“Business Day Convention”:

means the convention for adjusting any relevant date if it would otherwise fall on a day that is not a Business Day. The following terms, when used in conjunction with the term “Business Day Convention” and a date, shall mean that an adjustment will be made if that date would otherwise fall on a day that is not a Business Day so that:

- (i) if “**Following**” is specified, that date will be the first following day that is a Business Day;
- (ii) if “**Modified Following**” or “**Modified**” is specified, that date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day; and
- (iii) if “**Preceding**” is specified, that date will be the first preceding day that is a Business Day.

“Calculation Agent”:

means AXA BANK, unless specified otherwise in the relevant Final Terms. Whenever the Calculation Agent is required to act or to exercise judgment in any way, it will do so in good faith and in a commercially reasonable manner. The Calculation Agent shall have no responsibility to Noteholders for good faith errors or omissions in its calculations (without limitation, errors or omissions due to events which are not under the direct control of the Calculation Agent) and determinations as provided in the Terms and Conditions, except for those resulting from the gross negligence or intentional misconduct of the Calculation Agent. (see 9.12 “Responsibility of the Calculation Agent” in the Base Prospectus).

“Calculation Amount”:

means the Denomination.

“Day Count Fraction”:

means, in respect of the Notes and the calculation of the Interest:

- (i) if “**1/1**” is specified or nothing is specified, 1,
- (ii) if “**Actual/Actual**” or “**Act/Act**” is specified, the actual number of days in the Interest Period in respect of which payment is being made divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of:

- (a) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366; and
- (b) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (iii) if “**Actual/365 (Fixed)**”, “**Act/365 (Fixed)**”, “**A/365 (Fixed)**” or “**A/365F**” is specified, the actual number of days in the Interest Period in respect of which payment is being made divided by 365;
- (iv) if “**Actual/360**”, “**Act/360**” or “**A/360**” is specified, the actual number of days in the Interest Period in respect of which payment is being made divided by 360;
- (v) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified, the number of days in the Interest Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\begin{aligned} &\text{Day Count Fraction} \\ &= \\ &\frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360} \end{aligned}$$

Where:

- “Y₁” is the year, expressed as a number, in which the first day of the Interest Period falls;
- “Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;
- “M₁” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;
- “M₂” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;
- “D₁” is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D₁ will be 30; and
- “D₂” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30; and
- (vi) if “**30E/360**” or “**Eurobond Basis**” is specified, the number of days in the Interest Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\begin{aligned} &\text{Day Count Fraction} \\ &= \\ &\frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360} \end{aligned}$$

Where:

- “Y₁” is the year, expressed as a number, in which the first day of the Interest Period falls;
- “Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;
- “M₁” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;
- “M₂” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;
- “D₁” is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D₂ will be 30.

“EURIBOR”	means that the rate for the relevant Interest Determination Date will be the rate for deposits in euros for a period of the Designated Maturity as of 11:00 a.m., Brussels time on the day that is two TARGET Settlement Days preceding that Interest Determination Date, as determined by the Calculation Agent.
“Hedge Positions”	means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in securities, options, futures, derivatives or foreign exchange, (ii) stock loan transactions or (iii) other instruments or arrangements (howsoever described) by the Issuer or, in the case of ABF(NL) Notes, Guarantor in order to hedge, individually or on a portfolio basis, the Notes.
“Interest Commencement Date” :	means the Issue Date or such other date specified in the relevant Final Terms.
“Interest Determination Date” :	means each date specified as such in the relevant Final Terms.
“Interest Payment Date” :	means each date, as specified in the relevant Final Terms, on which the Interest as determined by the Calculation Agent for the applicable Interest Period is payable in accordance with Condition 0 <i>Payment of the Interest</i> . If such day is not a Business Day it will be adjusted by the Following Business Day Convention, unless otherwise specified in the relevant Final Terms.
“Interest Period” :	means each period from, and including, one Interest Period End Date to, but excluding, the next following applicable Interest Period End Date, except that the initial Interest Period will commence on, and include, the Interest Commencement Date.
“Interest Period End Date” :	means each Interest Payment Date, unless specified otherwise in the relevant Final Terms.
“Issue Date” :	means the date on which the Notes are issued as specified in the relevant Final Terms.
“Maturity Date” :	means the date on which the Notes come to maturity as specified in the relevant Final Terms, unless such day is not a Business Day in which case it will be adjusted by the Following Business Day Convention, unless otherwise specified in the relevant Final Terms.
“Specified Currency” :	means the currency of the Notes as specified in the relevant Final Terms.
“TARGET Settlement Day” :	means any day on which TARGET 2 (the Trans-European Automated Real-time Gross settlement Express Transfer system) is open.
“Valid Date” :	Means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date, or Initial Averaging Date as applicable, in respect of the relevant Valuation Date, or Initial Valuation Date as applicable, does not or is not deemed to occur.

9.4 REDEMPTION AND PURCHASE

9.4.1 FINAL REDEMPTION

Unless previously redeemed, purchased and cancelled or unless its maturity is extended pursuant to an Issuer's or Noteholder's Option the Notes shall be redeemed on the Maturity Date. The Notes may not be redeemed prior to that date, without prejudice to the other provisions of these Terms and Conditions.

The Redemption of the Notes can be Variable Linked ("Variable Linked Redemption Amount"), in which case the Variable Linked Provisions below will apply.

9.4.2 REDEMPTION AT THE OPTION OF THE ISSUER

If a Call Option is provided to be applicable in the relevant Final Terms, the Issuer may, on giving irrevocable notice to the Noteholders falling within the Issuer's Optional Redemption Period redeem all or, if so provided, some of the Notes in the principal amount or integral multiples thereof and on the date or dates so provided. Any such redemption of Notes shall be at their Redemption Amount together with interest accrued to the date fixed for redemption, unless otherwise specified in the relevant Final Terms. Any such redemption or exercise must relate to the Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed, as specified in the relevant Final Terms, and no greater than the Maximum Redemption Amount to be redeemed, as specified in the relevant Final Terms.

All Notes in respect of which any such notice is given shall be redeemed, or the Issuer's option shall be exercised, on the date specified in such notice.

Early Redemption for any Senior Subordinated Notes can only occur at the option of the Issuer. In case of early redemption of AXA BANK Senior Subordinated Notes by the Issuer, an approval must be obtained from the Belgian Banking, Finance and Insurance Commission.

9.4.3 REPURCHASE

The Issuer or, in the case of ABF(NL) Notes, the Guarantor and any of their subsidiaries may at any time purchase Notes in the open market or otherwise at any price.

9.4.4 CANCELLATION

All Notes purchased by or on behalf of the Issuer, the Guarantor or any of their subsidiaries may thereafter be cancelled by, in the case of ABF(NL) Notes, the Fiscal Agent by a reduction of the principal amount of such notes. Any Notes so redeemed or purchased and cancelled may not be reissued or resold and the obligations of the Issuer and, in the case of ABF(NL) Notes, the Guarantor in respect of any such Notes shall be discharged.

9.5. PAYMENT

Investors shall pay the Denominations on the subscribed Notes in cash at the time of subscription or by debit of the cash account linked to the securities account, in which Notes are to be held, on the Issue Date.

If the Issue Date is a day, which is not a Business Day in the place of payment of the Denominations, payment will be due on that day as adjusted by the Following Business Day Convention, unless otherwise specified in the relevant Final Terms.

Any amounts payable by the Issuer in respect of the Notes, be they Interests, Redemption Amounts or other, shall be made by transfer to the cash account linked to the securities account in which the Notes are held subject to all applicable laws and regulations.

If the date for payment of Interest, Redemption Amount or any other amount due to the Noteholders is a day, which is not a Business Day in the place of payment, the Noteholders shall not be entitled to payment until the day as adjusted by the Following Business Day Convention, unless specified otherwise in the relevant Final Terms.

9.6. VARIABLE LINKED PROVISIONS

A Variable Linked Rate or a Variable Linked (Redemption) Amount can depend on the evolution of one or more Underlyings. If it is specified in the Final Terms that the Underlying is either (i) one or more Market Rates; (ii) a Share or a Basket of Shares, (iii) a Share Index or a Basket of Share Indices, (iv) a Fund or a Basket of Funds, (v) a Commodity or a Basket of Commodities, or (vi) a Commodity Index or a Basket of Commodity Indices, the applicable provisions below in relating to the respective Underlying will apply.

9.6.1 Market Rate

The Underlying can be a Market Rate, such as the EUR CMS Rate, as defined below, or any other Market Rate, as defined in the relevant Final Terms.

EUR CMS Rate: Means that the rate for the relevant Interest Determination Date will be the annual swap rate for euro swap transactions with a maturity of the Designated Maturity, expressed as a percentage, as of 11:00 a.m., Frankfurt time, on the day that is two TARGET Settlement Days preceding that Interest Determination Date, as determined by the Calculation Agent.

9.6.2 Share or Basket of Shares

9.6.2.1 Definitions

Share: Means the share specified as such in the relevant Final Terms.

Share Basket: Means a basket of shares as specified in the relevant Final Terms.

i: The addition of the letter i in subscript to any term indicates that this term is meant to apply to each Share in the Share Basket separately.

w: Means the weight of a certain Share in the Share Basket.

Exchange: Means each exchange or quotation system specified as such for such Share in the relevant Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Share on such temporary substitute exchange or quotation system as on the original Exchange).

Related Exchange: Means, each exchange or quotation system specified as such for the relevant Share in the relevant Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Share on such temporary substitute exchange or quotation system as on the original Related Exchange), provided, however, that where “All Exchanges” is specified as the Related Exchange in the relevant Final Terms, “Related Exchange” shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share.

Initial Price:	Means the price specified as such or otherwise determined in the relevant Final Terms or, if no means for determining the Initial Price are so provided: in respect of the Initial Valuation Date, the Relevant Price of the relevant Share at the Valuation Time on the Initial Valuation Date, as determined by the Calculation Agent, and in respect of the each subsequent Valuation Date, the Final Price for the Valuation Date immediately preceding such Valuation Date, or, if Initial Averaging is specified as applicable under the relevant Final Terms, means the arithmetic mean, as determined by the Calculation Agent on the Initial Valuation Date, of the prices of the relevant Share or Share Basket as of the Valuation Time on each Initial Averaging Date.
Final Price:	Means the Relevant Price of the relevant Share on the relevant Valuation Date, as determined by the Calculation Agent, or, if Averaging is specified as applicable under the relevant Final Terms, means the arithmetic mean, as determined by the Calculation Agent on the Valuation Date, of the prices of the relevant Share or Share Basket as of the Valuation Time on each Averaging Date.
Initial Valuation Date:	Means the Issue Date or such other date as specified in the relevant Final Terms, and if such date is not a Scheduled Trading Day in respect of the relevant Share, the Initial Price of such Share shall be determined on the basis of the Relevant Price of such Share as calculated on the immediately following Scheduled Trading Day, subject to Market Disruption, or, if Initial Averaging is specified as applicable, means the final Initial Averaging Date.
Valuation Date:	Means any date specified as such in the relevant Final Terms, and if such date is not a Scheduled Trading Day in respect of the relevant Share, the Final Price of such Share shall be determined on the basis of the Relevant Price of such Share as calculated on the immediately following Scheduled Trading Day, subject to Market Disruption, or, if Averaging is specified as applicable, means the final Averaging Date.
Relevant Price:	Means the price of the relevant Share determined by the Calculation Agent at the Valuation Time on the Exchange.
Valuation Time:	Means the time on the relevant Valuation Date, specified as such in the related Final terms or, if no such time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date, in relation to each Share to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.
Scheduled Closing Time:	Means in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.
Scheduled Trading Day:	Means any day on which the Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions.
Exchange Business Day:	Means any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

9.6.2.2. Market Disruption

“**Market Disruption Event**” means in respect of a Share, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time or (iii) an Early Closure.

In that respect, “**Trading Disruption**” means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (i) relating to the Share on the Exchange, or (ii) in futures or options contracts relating to the Share on any relevant Related Exchange.

In that respect, “**Exchange Disruption**” means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for, (i) the Shares on the Exchange, or (ii) in futures or options contracts relating to the Share on any relevant Related Exchange.

In that respect, “**Early Closure**” means the closure on any Exchange Business Day of the relevant Exchange or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

In addition, in that respect “**Disrupted Day**” means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.

If any Valuation Date is a Disrupted Day, then:

- (a) if the Underlying is a Share, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the scheduled Valuation Date is a Disrupted Day. In that case, (i) that eighth Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine its good faith estimate of the value of the Share as of the Valuation Time on that eighth Scheduled Trading Day; and
- (b) if the Underlying is a Basket of Shares, the Valuation Date for each Share not affected by the occurrence of a Disrupted Day shall be the scheduled Valuation Date, and the Valuation Date for each Share affected by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to that Share, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day relating to that Share. In that case, (i) that eighth Scheduled Trading Day shall be deemed to be the Valuation Date for the relevant Share, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine its good faith estimate of the value for that Share as of the Valuation Time on that eighth Scheduled Trading Day.

9.6.2.3 Potential Adjustment Events

Upon the occurrence on or after the Issue Date up to and including the last Valuation Date of a Potential Adjustment Event (as defined below), the Calculation Agent will determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Shares and if so will:

- (i) make the corresponding adjustment(s), if any, to any relevant variable in the Variable Linked formulae of the Notes, which may include the Initial Price or the Final Price, used to calculate any Variable Linked Rate or Variable Linked Redemption Amount as the Calculation Agent determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share) and
- (ii) determine the effective date(s) of the adjustment(s).

The Calculation Agent may (but need not) determine the appropriate adjustment(s) by reference to the adjustment(s) in respect of such Potential Adjustment Event made by an options exchange to options on the relevant Shares traded on such options exchange.

For the purpose hereof, “**Potential Adjustment Event**” shall mean any of the following:

- a subdivision, consolidation or reclassification of relevant Shares (unless resulting in a Merger Event), or, a free distribution or dividend of any such Shares to existing holders by way of bonus, capitalisation or similar issue;
- a distribution, issue or dividend to existing holders of the relevant Shares of (a) such Shares, or (b) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the issuer of such Shares equally or proportionately with such payments to holders of such Shares, or (c) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the issuer of the Shares as a result of a spin-off or other similar transaction or (d) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- an extraordinary dividend as determined by the Calculation Agent;
- a call by the issuer of the relevant Shares in respect of such Shares that are not fully paid;
- a repurchase by the issuer of the relevant Shares or any of its subsidiaries of such Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or
- in respect of the issuer of the relevant Shares, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the issuer of the Shares pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Shares.

If the Calculation Agent determines that no adjustment that it could make would produce a commercially reasonable result, the Calculation Agent may notify the Noteholders, in accordance with the paragraph “Notices”, that the relevant consequence of the Potential Adjustment Event shall be the early redemption of the Notes. In case of such early redemption, the Calculation Agent shall give its good faith estimate of the value of such Notes.

9.6.2.4 Extraordinary Events

“**Extraordinary Event**” means any of Merger Event, Tender Offer, Nationalisation, Insolvency, Delisting, De-merger Event, Change in Law or Insolvency Filing, as the case may be.

“**Merger Event**” means in respect of any relevant Shares:

- any reclassification or change of such Shares that results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person; or
- any consolidation, amalgamation, merger or binding share exchange of the issuer of the relevant Shares with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such issuer is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding);
- any takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100% of the outstanding Shares of the issuer of the relevant Shares that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person); or
- any consolidation, amalgamation, merger or binding share exchange of the issuer of the relevant Shares or its subsidiaries with or into another entity in which the issuer of the relevant Shares is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the

outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50% of the outstanding Shares immediately following such event (a “Reverse Merger”) in each case if the effective date of the Merger Event is on or before the final Valuation Date.

“**Tender Offer**” means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10% and less than 100% of the outstanding voting shares of the issuer of the relevant Shares, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

“**Nationalisation**” means that all the Shares or all the assets or substantially all the assets of the issuer of the relevant Shares are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

“**Insolvency**” means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the issuer of the relevant Shares, (A) all the Shares of that issuer are required to be transferred to a trustee, liquidator or other similar official or (B) holders of the Shares of that issuer become legally prohibited from transferring them (each time as determined in good faith by the Calculation Agent).

“**Delisting**” means that the Exchange announces that pursuant to the rules of such Exchange, the Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or where the Exchange is within the European Union, in any member state of the European Union).

“**De-merger Event**” means that the issuer of the relevant Shares is affected by a de-merger (such as, but not limited to, spin off, scission or any operation of a similar nature) leading to the attribution of a basket comprising New Shares and/ or Other Consideration and/ or the relevant Share affected by the de-merger (as the case may be), such basket resulting from such de-merger.

In that respect, “**New Shares**” means ordinary or common shares, whether of the entity or person involved or a third party, that are promptly scheduled to be (i) publicly quoted, traded or listed on an exchange or quotation system located in the same country as the Exchange (or where the Exchange is within the European Union, in any member state of the European Union) and (ii) not subject to any currency exchange controls, trading restrictions or other trading limitations. Other Consideration means cash and/or any securities (other than New Shares) or assets whether of the entity or person involved or a third party.

“**Change in Law**” means that on or after the Issue Date of the Notes (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal to hold, acquire or dispose of Hedge Positions relating to the Notes.

“**Insolvency Filing**” means that the issuer of the relevant Shares institutes or has instituted against it by a regulator, supervisor, or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the issuer of the relevant Shares shall not be deemed an Insolvency Filing.

Upon the occurrence on or after the Issue Date up to and including the last Valuation Date, in the determination of the Calculation Agent, of an Extraordinary Event in respect of any Share, the Calculation Agent, on or after the effective date of such Extraordinary Event, may make such adjustments as it, acting in good faith, deems appropriate (including substitution of any affected Share). Such adjustments to be effective as of the date determined by the Calculation Agent, to account for the effect of the relevant Extraordinary Event to protect the theoretical value of the Notes to the Noteholders immediately prior to such Extraordinary Event.

For the avoidance of doubt, if the Calculation Agent determines that no adjustment that it could make would produce a commercially reasonable result, the Calculation Agent will notify the Noteholders, in accordance with the paragraph “Notices”, that the relevant consequence of the Extraordinary Event shall be the early redemption of the Notes. In case of such early redemption, the Calculation Agent shall give its good faith estimate of the value of such Notes.

9.6.3 Share Index or Basket of Share Indices

The terms applicable to an Index will differ, depending on whether the Index is specified in the relevant Final Terms to be Multiple Exchange or not. The applicable provisions below will apply.

9.6.3.1 Terms applicable irrespective of whether an Index is Multiple Exchange or not

Definitions

Index:	Means the index specified as such in the relevant Final Terms.
Index Basket:	Means a basket of indices as specified in the relevant Final Terms.
i:	The addition of the letter i in subscript to any term indicates that this term is meant to apply to each Index in the Index Basket separately.
w:	Means the weight of a certain Index in the Index Basket.
Index Sponsor:	Means the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the relevant Index and (b) announces (directly or through an agent) the level for the relevant Index on a regular basis during each Scheduled Trading Day.
Initial Price:	Means the price specified as such or otherwise determined in the relevant Final Terms or, if no means for determining the Initial Price are so provided: in respect of the Initial Valuation Date, the level of the relevant Index at the Valuation Time on the Initial Valuation Date, as determined by the Calculation Agent, and in respect of the each subsequent Valuation Date, the Final Price for the Valuation Date immediately preceding such Valuation Date, or, if Initial Averaging is specified as applicable under the relevant Final Terms, means the arithmetic mean, as determined by the Calculation Agent on the Initial Valuation Date, of the levels of the relevant Index as of the Valuation Time on each Initial Averaging Date.
Final Price:	Means the level of the relevant Index at the Valuation Time on the relevant Valuation Date, as determined by the Calculation Agent or, if Averaging is specified as applicable under the relevant Final Terms, means the arithmetic mean, as determined by the Calculation Agent on the Valuation Date, of the levels of the relevant Index as of the Valuation Time on each Averaging Date.
Initial Valuation Date:	Means the Issue Date or such other date as specified in the relevant Final Terms, and if such date is not a Scheduled Trading Day in respect of the relevant Index, the Initial Price of such Index shall be determined on the basis of the level of such Index as calculated on the immediately following Scheduled Trading Day, subject to Market Disruption, or, if Initial Averaging is specified as applicable, means the final Initial Averaging Date.
Valuation Date:	Means any date specified as such in the relevant Final Terms, and if such date is not a Scheduled Trading Day in respect of the relevant Index, the Final Price of such Index shall be determined on the basis of the level of such Index as calculated on the immediately following Scheduled Trading

Day, subject to Market Disruption, or, if Averaging is specified as applicable, means the final Averaging Date.

Relevant Price Means the level of the relevant Index determined by the Calculation Agent at the Valuation Time on the relevant Valuation Date.

Scheduled Closing Time: Means in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

Consequences of Disrupted Days

If any Valuation Date is a Disrupted Day, then:

- (a) if the Underlying is an Index, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the scheduled Valuation Date is a Disrupted Day. In that case, (i) that eighth Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the level of the Index as of the Valuation Time on that eighth Scheduled Trading Day in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on that eighth Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on that eighth Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on that eighth Scheduled Trading Day); and
- (b) if the Underlying is a Basket of Indices, the Valuation Date for each Index not affected by the occurrence of a Disrupted Day shall be the scheduled Valuation Date, and the Valuation Date for each Index affected by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to that Index, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day relating to that Index. In that case, (i) that eighth Scheduled Trading Day shall be deemed to be the Valuation Date for the relevant Index, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the level of that Index as of the Valuation Time on that eighth Scheduled Trading Day in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on that eighth Scheduled Trading Day of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on that eighth Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on that eighth Scheduled Trading Day).

Adjustment to Indices

(A) If a relevant Index is (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent, or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Index, then that index (the “**Successor Index**”) will be deemed to be the Index.

(B) If (i) on or prior to any Valuation Date in respect of an Index, the relevant Index Sponsor announces that it will make a material change in the formula for or the method of calculating that Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalization and other routine events) (an “**Index Modification**”) or permanently cancels the Index and no Successor Index exists (an “**Index Cancellation**”) or (ii) on any Valuation Date, the Index Sponsor fails to calculate and announce a relevant Index (an “**Index Disruption**” and together with an Index Modification and an Index Cancellation, each an “**Index Adjustment Event**”), the Calculation Agent shall determine if such Index Adjustment Event has a material effect on the Notes and if so, shall calculate the level of the Index, using, in lieu of a published level for that Index, the level for that Index as at that Valuation Date as determined by the Calculation Agent in accordance with the formula for and the method of calculating that Index last in effect prior to the change, failure or cancellation, but using only those securities that comprised that Index immediately prior to that Index Adjustment Event.

For the purpose hereof “**Index Sponsor**” means the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the Index and (b) announces (directly or through an agent) the level of the Index on a regular basis during each Scheduled Trading Day.

Change in Law

Upon the occurrence on or after the Issue Date up to and including the last Valuation Date, in the determination of the Calculation Agent, of a Change in Law in respect of any Index, the Calculation Agent, on or after the effective date of such Change in Law, may make such adjustments as it, acting in good faith, deems appropriate. Such adjustments to be effective as of the date determined by the Calculation Agent, to account for the effect of the Change in Law to protect the theoretical value of the Notes to the Noteholders immediately prior to such Change in Law.

In that respect, “**Change in Law**” means that, on or after the Issue Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal to hold, acquire or dispose of Hedge Positions relating to the Notes.

For the avoidance of doubt, if the Calculation Agent determines that no adjustment that it could make would produce a commercially reasonable result, the Calculation Agent will notify the Noteholders, in accordance with the paragraph “Notices”, that the relevant consequence of the Index Adjustment Event or Change in Law shall be the early redemption of the Notes. In case of such early redemption, the Calculation Agent shall give its good faith estimate of the value of such Notes.

9.6.3.2 Terms applicable to an Index that is not Multiple Exchange

Exchange: Means each exchange or quotation system specified as such for such Index in the relevant Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Shares underlying such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Share on such temporary substitute exchange or quotation system as on the original Exchange).

Related Exchange: Means, each exchange or quotation system specified as such for the relevant Index in the relevant Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Index on such temporary substitute exchange or quotation system as on the original Related Exchange), provided, however, that where “All Exchanges” is specified as the Related Exchange in the relevant Final Terms, “Related Exchange” shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Index.

Valuation Time: Means the time on the relevant Valuation Date, specified as such in the related Final terms or, if no such time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date, in relation to each Index to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

Scheduled Trading Day: Means any day on which the Exchange and each Related Exchange are

scheduled to be open for trading for their respective regular trading sessions.

Exchange Business Day: Means any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

Market Disruption

“**Market Disruption Event**” means in respect of an Index, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time or (iii) an Early Closure. For the purposes of determining whether a Market Disruption Event exists at any time, if a Market Disruption Event occurs in respect of a security included in the relevant Index at any time, then the relevant percentage contribution of that security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that security and (y) the overall level of the Index, in each case immediately before the occurrence of such Market Disruption Event.

In that respect, “**Trading Disruption**” means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (i) relating to securities that comprise 20 percent or more of the level of the relevant Index, or (ii) in futures or options contracts relating to the relevant Index on any relevant Related Exchange.

In that respect, “**Exchange Disruption**” means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for, (i) securities that comprise 20 percent or more of the level of the relevant Index, or (ii) in futures or options contracts relating to the relevant Index on any relevant Related Exchange.

In that respect, “**Early Closure**” means the closure on any Exchange Business Day of any relevant Exchange(s) relating to securities that comprise 20 percent or more of the level of the relevant Index or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

In addition, in that respect “**Disrupted Day**” means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.

9.6.3.3 Terms applicable to an Index that is Multiple Exchange

Exchange: Means in respect of each component security of the Index (each, a “Component Security”), the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent.

Related Exchange: Means, each exchange or quotation system specified as such for the relevant Index in the relevant Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Index on such temporary substitute exchange or quotation system as on the original Related Exchange), provided, however, that where “All Exchanges” is specified as the Related Exchange in the relevant Final Terms, “Related Exchange” shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the

overall market for futures or options contracts relating to such Index.

Valuation Time: Means: (i) for the purposes of determining whether a Market Disruption Event has occurred: (a) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (b) in respect of any options contracts or future contracts on the Index, the close of trading on the Related Exchange; and (ii) in all other circumstances, the time at which the official level of the Index is calculated and published by the Index Sponsor.

Scheduled Trading Day: Means any day on which: (i) the Index Sponsor is scheduled to publish the level of the Index and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session.

Exchange Business Day: Means any Scheduled Trading Day on which (i) the Index Sponsor publishes the level of the Index; and (ii) the Related Exchange is open for trading during its respective regular trading session, notwithstanding any Exchange or the Related Exchange closing prior to its Scheduled Closing Time.

Market Disruption

“**Market Disruption Event**” means either

- (i) (a) the occurrence or existence, in respect of any Component Security of:
 - (1) a Trading Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded;
 - (2) an Exchange Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; OR
 - (3) an Early Closure in respect of such Component Security; AND(b) the aggregate of all Component Security in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of the Index; OR
- (ii) the occurrence or existence, in respect of futures or options contracts relating to the Index, of: (a) a Trading Disruption; (b) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Related Exchange; or (c) an Early Closure, in each case in respect of such futures or options contracts.

For the purposes of determining whether a Market Disruption Event in respect of any Index exists at any time, if a Market Disruption Event occurs in respect of a Component Security at any time, then the relevant percentage contribution of that Component Security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that Component Security and (y) the overall level of the Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market “opening data”.

In that respect, “**Trading Disruption**” means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (i) relating to any Component Security on the Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to the Index on the Related Exchange.

In that respect, “**Exchange Disruption**” means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange, in respect of such Component Security; or (ii) in futures or options contracts relating to the Index on the Related Exchange.

In that respect, “**Early Closure**” means the closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

In addition, in that respect “**Disrupted Day**” means any Scheduled Trading Day on which: (i) the Index Sponsor fails to publish the level of the Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) a Market Disruption Event has occurred.

9.6.4 Fund or Basket of Funds

9.6.4.1 Definitions

Reference Fund:	Means the Reference Fund specified as such in the relevant Final Terms.
Fund Basket:	Means a basket of Reference Funds as specified in the relevant Final Terms.
i:	The addition of the letter i in subscript to any term indicates that this term is meant to apply to each Reference Fund in the Fund Basket separately.
w:	Means the weight of a certain Reference Fund in the Fund Basket.
Fund Interest Unit:	Means a notional unit of account of ownership in a Reference Fund, whether a share or another type of unit.
Initial Price:	Means the price specified as such or otherwise determined in the relevant Final Terms or, if no means for determining the Initial Price are so provided: in respect of the Initial Valuation Date, the Relevant Price of a Fund Interest Unit in the relevant Reference Fund for the Initial Valuation Date, as determined by the Calculation Agent, and in respect of the each subsequent Valuation Date, the Final Price for the Valuation Date immediately preceding such Valuation Date, or, if Initial Averaging is specified as applicable under the relevant Final Terms, means the arithmetic mean, as determined by the Calculation Agent on the Initial Valuation Date, of the prices of the relevant Fund Interest Unit in the relevant Reference Fund as of the Valuation Time on each Initial Averaging Date.
Final Price:	Means the Relevant Price of a Fund Interest Unit in the relevant Reference Fund for the relevant Valuation Date, as determined by the Calculation Agent or, if Averaging is specified as applicable under the relevant Final Terms, means the arithmetic mean, as determined by the Calculation Agent on the Valuation Date, of the prices of the relevant Fund Interest Unit in the relevant Reference Fund as of the Valuation Time on each Averaging Date.
Initial Valuation Date:	Means the Issue Date or such other date as specified in the relevant Final Terms, and if such date is not a Scheduled Fund Valuation Date in respect of the relevant Reference Fund, the Initial Price of a Fund Interest Unit in such Reference Fund shall be determined on the basis of the Relevant Price of such Fund Interest Unit as calculated on the immediately following Scheduled Fund Valuation Date, or, if Initial Averaging is specified as applicable, means the final Initial Averaging Date.

Valuation Date:	Means any date specified as such in the relevant Final Terms, and if such date is not a Scheduled Fund Valuation Date in respect of the relevant Reference Fund, the Final Price of a Fund Interest Unit in such Reference Fund shall be determined on the basis of the Relevant Price of such Fund Interest Unit as calculated on the immediately following Scheduled Fund Valuation Date, or, if Averaging is specified as applicable, means the final Averaging Date.
Relevant Price:	Means the price of the relevant Fund Interest Unit as published by the Fund Administrator. In case a price in respect of any Valuation Date is not published by the fourth Scheduled Fund Valuation Date, the Calculation Agent may determine such price taking into account prevailing market conditions.
Scheduled Fund Valuation Date:	Means any date in respect of which the relevant Reference Fund (or its service provider that generally determines such value) is scheduled, according to its Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Reference Fund to delay or refuse redemption of Fund Interest Units); to determine the value of such Fund Interest Unit or, if the relevant Reference Fund only reports its aggregate net asset value, the date in respect of which such Reference Fund is scheduled to determine its aggregate net asset value.
Fund Documents:	Means, with respect to any Fund Interest Unit, the constitutive and governing documents, subscription agreements and other agreements of the related Reference Fund specifying the terms and conditions relating to such Fund Interest Unit, as amended from time to time.

9.6.4.2 Potential Adjustment Events

Upon the occurrence on or after the Issue Date up to and including the last Valuation Date of a Potential Adjustment Event (as defined below), the Calculation Agent will determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Fund Interest Units and if so will:

- (i) make the corresponding adjustment(s), if any, to any relevant variable in the Variable Linked formulae of the Notes, which may include the Initial Price or the Final Price, used to calculate any Variable Linked Rate or Variable Linked Redemption Amount as the Calculation Agent determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends or liquidity relative to the relevant Fund Interest Unit) and
- (ii) determine the effective date(s) of the adjustment(s).

For the purpose hereof, “**Potential Adjustment Event**” shall mean any of the following:

- a subdivision, consolidation or reclassification of relevant Fund Interest Units or a free distribution or dividend of any such Fund Interest Units to existing holders by way of bonus, capitalisation or similar issue;
- a distribution, issue or dividend to existing holders of the relevant Fund Interest Units of (a) an additional amount of such Fund Interest Units, or (b) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Reference Fund equally or proportionately with such payments to holders of such Fund Interest Units, or (c) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Reference Fund as a result of a spin-off or other similar transaction or (d) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- an extraordinary dividend as determined by the Calculation Agent;
- a repurchase by the Reference Fund of relevant Fund Interest Units whether the consideration for such repurchase is cash, securities or otherwise, other than in respect of a redemption of Fund Interest Units initiated

by an investor in such Fund Interest Units initiated by an investor in such Fund Interest Units that is consistent with the Fund Documents; or

- any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Fund Interest Units.

If the Calculation Agent determines that no adjustment that it could make would produce a commercially reasonable result, the Calculation Agent may notify the Noteholders, in accordance with the paragraph “Notices”, that the relevant consequence of the Potential Adjustment Event shall be the early redemption of the Notes. In case of such early redemption, the Calculation Agent shall give its good faith estimate of the value of such Notes.

9.6.4.3 Extraordinary Events

Means any of Nationalisation, Insolvency, Fund Insolvency Event, Fund Modification, Strategy Breach, Fund Hedging Disruption, Regulatory Action, Reporting Disruption, Change in Law and Increased Cost of Hedging.

“**Nationalisation**” means that all the Fund Interest Units or all or substantially all the assets of a Reference Fund are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

“**Insolvency**” means that by reason of voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting a Reference Fund, (i) all the fund Interests of that Reference Fund are required to be transferred to a trustee, liquidator or other similar official or (ii) holders of the Fund Interest Units of that Reference Fund become legally prohibited from transferring or redeeming them.

“**Fund Insolvency Event**” means, in respect of any Fund Interest Unit, that the related Reference Fund (i) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger); (ii) makes a general assignment or arrangement with or for the benefit of its creditors; (iii) (A) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (B) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (A) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not dismissed, discharged, stayed or restrained in each case within fifteen days of the institution or presentation thereof; (iv) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (v) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen days thereafter; or (vi) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (v) through (vi) above.

“**Fund Modification**” means (i) any change or modification of the related Fund Documents that could reasonably be expected to affect the value of such Fund Interest or the rights or remedies of any holders thereof, in each case, as determined by the Calculation Agent, or (ii) the Reference Fund Investment Manager imposes fees or dealing rules that increase the effective dealing costs relating to any Reference Fund.

“**Strategy Breach**” means any breach or violation of any strategy or investment guidelines stated in the related Fund Documents that is reasonably likely to affect the value of such Fund Interest or the rights or remedies of any holders thereof, in each case, as determined by the Calculation Agent.

“**Fund Hedging Disruption**” means that the Issuer [or the Guarantor] is unable, or it is impractical for the Issuer [or Guarantor], after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset it deems necessary or appropriate to hedge the price risk

relating to such Fund Interest Unit of entering into and performing its obligations under the Notes, or (ii) realize, recover or remit the proceeds of any such transaction or asset, including, without limitation, where such inability or impracticability has arisen by reason of (A) any restrictions or increase in charges or fees imposed by the relevant Reference Fund on any investor's ability to redeem such Fund Interest Unit, in whole or in part, or any existing or new investor's ability to make new or additional investments in such Fund Interest Unit, or (B) any mandatory redemption, in whole or in part, of such Fund Interest Unit imposed by the relevant Reference Fund.

“Regulatory Action” means, with respect to any Fund Interest Unit, (i) cancellation, suspension or revocation of the registration or approval of such Fund Interest Unit or the related Reference Fund by any governmental, legal or regulatory entity with authority over such Fund Interest Unit or Reference Fund, (ii) any change in the legal, tax, accounting, or regulatory treatments of the relevant Reference Fund that is reasonably likely to have an adverse impact on the value of such Fund Interest Unit or on any investor therein (as determined by the Calculation Agent), or (iii) the related Reference Fund or its Fund Investment Manager becoming subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such Reference Fund or Fund Investment Manager.

“Reporting Disruption” means, in respect of any Fund Interest Unit, the occurrence of any event affecting such Fund Interest Unit that, in the determination of the Calculation Agent, would make it impossible or impracticable for the Calculation Agent to determine the value of such Fund Interest Unit, and such event is expected to continue for the foreseeable future.

“Change in Law” means that on or after the Issue Date (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal to hold, acquire or dispose of Hedge Positions in the Notes.

“Increased Cost of Hedging” means that the Issuer [or the Guarantor] would incur a materially increased amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transactions(s) or asset(s) it deems necessary to hedge the price risk relating to any Fund Interest Unit under the Notes, or (ii) realize, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer [or Guarantor] shall not be deemed an Increased Cost of Hedging.

Upon the occurrence on or after the Issue Date up to and including the last Valuation Date, in the determination of the Calculation Agent, of an Extraordinary Event in respect of any Reference Fund, the Calculation Agent, on or after the effective date of such Extraordinary Event, may make such adjustments as it, acting in good faith, deems appropriate (including substitution of any affected Share). Such adjustments to be effective as of the date determined by the Calculation Agent, to account for the effect of the relevant Extraordinary Event to protect the theoretical value of the Notes to the Noteholders immediately prior to such Extraordinary Event.

For the avoidance of doubt, if the Calculation Agent determines that no adjustment that it could make would produce a commercially reasonable result, the Calculation Agent will notify the Noteholders, in accordance with the paragraph “Notices”, that the relevant consequence of the Extraordinary Event shall be the early redemption of such Notes. For Nationalisation and Insolvency, the relevant consequence will always be the early redemption of the Notes. In case of such early redemption, the Calculation Agent shall give its good faith estimate of the value of such Notes.

9.6.5 Commodity or Basket of Commodities

9.6.5.1 Definitions

Commodity: Means the Commodity specified as such in the relevant Final Terms.

Commodity Basket: Means a basket of Commodities as specified in the relevant Final Terms.

i: The addition of the letter i in subscript to any term indicates that this term is meant to apply to each Commodity in the Commodity Basket separately.

w:	Means the weight of a certain Commodity in the Commodity Basket.
Initial Price:	Means the price specified as such or otherwise determined in the relevant Final Terms or, if no means for determining the Initial Price are so provided: in respect of the Initial Valuation Date, the price of the relevant Commodity on the Initial Valuation Date, as determined by the Calculation Agent, and in respect of the each subsequent Valuation Date, the Final Price for the Valuation Date immediately preceding such Valuation Date or, if Initial Averaging is specified as applicable under the relevant Final Terms, means the arithmetic mean, as determined by the Calculation Agent on the Initial Valuation Date, of the prices of the relevant Commodity or Commodity Basket as of the Valuation Time on each Initial Averaging Date.
Final Price:	Means the price of the relevant Commodity at the Valuation Time on the relevant Valuation Date, as determined by the Calculation Agent or, if Averaging is specified as applicable under the relevant Final Terms, means the arithmetic mean, as determined by the Calculation Agent on the Valuation Date, of the prices of the relevant commodity or Commodity Basket as of the Valuation Time on each Averaging Date.
Initial Valuation Date:	Means the Issue Date or such other date as specified in the relevant Final Terms, and if such date is not a Commodity Business Day in respect of the relevant Commodity, the Initial Price of such Commodity shall be determined on the basis of the price of such Commodity as calculated on the immediately following Commodity Business Day, subject to Market Disruption, or, if Initial Averaging is specified as applicable, means the final Initial Averaging Date.
Valuation Date:	Means any date specified as such in the relevant Final Terms, and if such date is not a Commodity Business Day in respect of the relevant Commodity, the Final Price of such Commodity shall be determined on the basis of the Relevant Price of such Commodity as calculated on the immediately following Commodity Business Day, subject to Market Disruption, or, if Averaging is specified as applicable, means the final Averaging Date.
Relevant Price	Means the price of the relevant Commodity determined by the Calculation Agent at the Valuation Time on the relevant Valuation Date.
Commodity Business Day:	Means for the relevant Commodity a day that is (or, but for the occurrence of a Market Disruption Event, would have been) a day on which the relevant Exchange is open for trading during its regular trading session, notwithstanding any such Exchange closing prior to its scheduled closing time.
Exchange:	Means the exchange or principal trading market specified in the relevant Final Terms.

9.6.5.2 Market Disruption

“**Market Disruption Event**” means any of (i) Price Source Disruption, (ii) Trading Disruption, (iii) Disappearance of Commodity, (iv) Material Change in Formula, (v) Material Change in Content or (vi) Tax Disruption, as defined below, except that for a Commodity that is Bullion, (iv) Material Change in Formula and (v) Material Change in Content will not apply.

- (i) “**Price Source Disruption**” means (A) the failure of the Price Source to announce or publish the price (or the information necessary for determining the price) for the relevant Commodity; or (B) the temporary or permanent discontinuance or unavailability of the Price Source.

- (ii) **“Trading Disruption”** means the material suspension of, or the material limitation imposed on, trading in the futures contract on the Commodity or the Commodity on the Exchange. For these purposes:
 - (A) a suspension of the trading in the futures contract on the Commodity or the Commodity on any Commodity Business Day shall be deemed to be material only if:
 - (1) all trading in the futures contract on the Commodity or the Commodity is suspended for the entire day; or
 - (2) all trading in the futures contract on the Commodity or the Commodity is suspended subsequent to the opening of trading on that day, trading does not recommence prior to the regularly scheduled close of trading in such futures contract on the Commodity or Commodity on such day and such suspension is announced less than one hour preceding its commencement; and
 - (B) a limitation of trading in the futures contract on the Commodity or the Commodity on any Commodity Business Day shall be deemed to be material only if the relevant Exchange establishes limits on the range within which the price of the futures contract on the Commodity or the Commodity may fluctuate and the closing or settlement price of the futures contract on the Commodity or the Commodity on such day is at the upper or lower limit of that range.
- (iii) **“Disappearance of Commodity”** means:
 - (A) the permanent discontinuation of trading, in the relevant futures contract on the Commodity; or
 - (B) the disappearance of, or of trading in, the relevant Commodity; or
 - (C) the disappearance or permanent discontinuance or unavailability of a price for the Commodity, notwithstanding the availability of the related Price Source or the status of trading in the relevant futures contract on the Commodity or the relevant Commodity.
- (iv) **“Material Change in Formula”** means the occurrence of a material change in the formula for or the method of calculating the relevant price of the Commodity.
- (v) **“Material Change in Content”** means the occurrence of a material change in the content, composition or constitution of the Commodity or relevant futures contract on the Commodity.
- (vi) **“Tax Disruption”** means the imposition of, change in or removal of an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, the relevant Commodity (other than a tax on, or measured by reference to overall gross or net income) by any government or taxation authority, if the direct effect of such imposition, change or removal is to raise or lower the Relevant Price on the day that would otherwise be a Pricing Date from what it would have been without that imposition, change or removal.

“Bullion” means Gold, Silver, Platinum or Palladium, as the case may be.

In case a Market Disruption Event occurs the Calculation Agent will determine in good faith and in a commercially reasonable manner the Final Price of the relevant Commodity (or a method for determining the Final Price of the relevant Commodity).

If the Calculation Agent determines that no adjustment that it could make would produce a commercially reasonable result, the Calculation Agent may notify the Noteholders, in accordance with the paragraph “Notices”, that the relevant consequence of the Market Disruption Event shall be the early redemption of the Notes. In case of such early redemption, the Calculation Agent shall give its good faith estimate of the value of such Notes.

9.6.6. Commodity Index or Basket of Commodity Indices

9.6.6.1. Definitions

Commodity Index: Means the Commodity Index specified as such in the relevant Final Terms.

Commodity Index Basket: Means a basket of Commodities Indices as specified in the relevant Final Terms.

i:	The addition of the letter i in subscript to any term indicates that this term is meant to apply to each Commodity Index in the Commodity Index Basket separately.
w:	Means the weight of a certain Commodity Index in the Commodity Index Basket.
Initial Price:	Means the price specified as such or otherwise determined in the relevant Final Terms or, if no means for determining the Initial Price are so provided: in respect of the Initial Valuation Date, the level of the relevant Commodity Index or Basket on the Initial Valuation Date, as determined by the Calculation Agent, and in respect of the each subsequent Valuation Date, the Final Price for the Valuation Date immediately preceding such Valuation Date or, if Initial Averaging is specified as applicable under the relevant Final Terms, means the arithmetic mean, as determined by the Calculation Agent on the Initial Valuation Date, of the levels of the relevant Commodity Index or Commodity Index Basket as of the Valuation Time on each Initial Averaging Date.
Final Price:	Means the level of the relevant Commodity Index at the Valuation Time on the relevant Valuation Date, as determined by the Calculation Agent or, if Averaging is specified as applicable under the relevant Final Terms, means the arithmetic mean, as determined by the Calculation Agent on the Valuation Date, of the levels of the relevant Commodity Index or Commodity Index Basket as of the Valuation Time on each Averaging Date.
Initial Valuation Date:	Means the Issue Date or such other date as specified in the relevant Final Terms, and if such date is not a Scheduled Publication Day in respect of the relevant Commodity Index, the Initial Price of such Commodity Index shall be determined on the basis of the price of such Commodity Index as calculated on the immediately following Scheduled Publication Day, subject to the occurrence of any Commodity Index Event, or, if Initial Averaging is specified as applicable, means the final Initial Averaging Date.
Valuation Date:	Means any date specified as such in the relevant Final Terms, and if such date is not a Scheduled Publication Day in respect of the relevant Commodity Index, the Final Price of such Commodity Index shall be determined on the basis of the Relevant Price of such Commodity Index as calculated on the immediately following Scheduled Publication Day, subject to the occurrence of any Commodity Index Event, or, if Averaging is specified as applicable, means the final Averaging Date.
Relevant Price	Means the level of the relevant Index or Basket determined by the Calculation Agent at the Valuation Time on the relevant Valuation Date.
Scheduled Publication Day:	Means any day on which the Commodity Index Sponsor is scheduled to publish the level of the relevant Commodity Index.
Commodity Index Sponsor:	Means the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the relevant Commodity Index and (b) announces (directly or through an agent) the level of the Commodity Index on a regular basis.

9.6.6.2 Commodity Index Event

If, in the opinion of the Calculation Agent, any Commodity Index is modified by the Commodity Index Sponsor, cancelled by the Commodity Index Sponsor, replaced by a successor commodity index or remains unpublished by the Commodity Index Sponsor, or if, in the opinion of the Calculation Agent, a Commodity Index Market Disruption Event occurs (any of the above events, a “Commodity Index Event”), the Calculation Agent shall determine in its sole discretion, but in good faith and in a commercially reasonable manner, how such Commodity Index Event affects the Notes and what its consequences should be.

If the Calculation Agent determines that no adjustment that it could make would produce a commercially reasonable result, the Calculation Agent may notify the Noteholders, in accordance with the paragraph “Notices”, that the relevant consequence of the Commodity Index Event shall be the early redemption of the Notes. In case of such early redemption, the Calculation Agent shall give its good faith estimate of the value of such Notes.

A “**Commodity Index Market Disruption Event**” means any of (a) the termination or suspension of, or material limitation or disruption in, the trading of any exchange-traded futures contract included in a relevant Commodity Index, and (b) the settlement price of any such contract has increased or decreased by an amount equal to the maximum permitted price change from the previous day’s settlement price, or (c) the exchange fails to publish official settlement prices for any such contract.

9.7 ROUNDING

For the purposes of any calculations required pursuant to these Terms and Conditions (unless otherwise specified in the relevant Final Terms), (i) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), and (ii) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up). For these purposes “unit” means, the lowest amount of such currency that is available as legal tender in the country of such currency.

9.8 STATUS

9.8.1 Status of Senior Notes

The Notes that are specified in the Final Terms to be Senior Notes and the payments of principal and interest relating to them are direct, unconditional and unsecured obligations of the relevant Issuer and rank at all times *pari passu*, without any preference among themselves, with all other outstanding unsecured and unsubordinated obligations of the relevant Issuer, from time to time outstanding (save for certain obligations required to be preferred by law).

9.8.2 Status of Senior Subordinated Notes

The Notes that are specified in the Final Terms to be Senior Subordinated Notes and the payments of principal and interest relating to them are direct, unsecured and senior subordinated obligations of the relevant Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligation of the Issuer under the Senior Subordinated Notes and the payments of principal and interest relating to them shall at all times rank equally with all other Senior Subordinated Obligations (as defined below).

Senior Subordinated Notes that constitute Lower Tier II Capital will have a minimum maturity of five years.

Early Redemption for any Senior Subordinated Note can only occur at the option of the relevant Issuer. In case of early redemption of AXA BANK Senior Subordinated Notes by the Issuer, an approval must be obtained from the Belgian Banking, Finance and Insurance Commission.

In the event of a moratorium (in the case of AXA BANK “*reorganisation judiciaire/gerechtelijke reorganisatie*” and in the case of ABF(NL) “*surséance van betaling*”¹), bankruptcy (“*faillite/faillissement*”) or liquidation of the Issuer (other than a voluntary liquidation in connection with a reconstruction, merger or amalgamation where the continuing corporation assumes all the liabilities of the Issuer), the rights of the holders of Senior Subordinated Notes shall rank ahead of:

- (i) those persons whose claims are in respect of any class of equity (including preference shares) of the Issuer; and
- (ii) creditors whose claims are in respect of any obligations of the Issuer that rank or are expressed to rank (whether only in the winding up of the Issuer or otherwise) junior to Senior Subordinated Obligations,

but shall be subordinated to the claims of:

- (iii) all Senior Creditors of the relevant Issuer.

“**Senior Creditors**” means all creditors who are depositors or other general, unsubordinated creditors; and

“**Senior Subordinated Obligations**” means all indebtedness and monetary obligations of the relevant Issuer present and future, including any guarantee by the relevant Issuer, that rank or are expressed to rank junior in right of payment (whether only in the event of the winding up of the relevant Issuer or otherwise) to the claims of Senior Creditors but that are not subordinated so as to rank in point of subordination to any other obligations of the relevant Issuer.

9.9. CLEARING SYSTEMS

The clearing systems operated by Euroclear Bank SA/N.V. (“Euroclear”), Clearstream Banking, société anonyme (“Clearstream, Luxembourg”), the BNB system, and such other clearing system as may be agreed between the Issuer and the Fiscal Agent and as specified in the relevant Final Terms.

9.10 EVENTS OF DEFAULT

In any of the following events (“Events of Default”) any Noteholder may by written notice to the Issuer and, in the case of ABF(NL) Notes, the Guarantor at its or their specified office declare his Note or Notes immediately due and payable, and thereupon an early redemption shall occur, unless, prior to the giving of such notice, all Events of Default shall have been cured:

- (a) if default is made by the Issuer for a period of 30 calendar days or more in the payment of the final Redemption Amount, or interest on the Notes when and as the same shall become due and payable; or
- (b) in the event of default by the Issuer or, in the case of ABF(NL) Notes, the Guarantor, as the case may be, in the due performance of any other obligation under the terms and conditions of the Notes, unless remedied within 45 days after receipt of a written notice thereof given by any Noteholder to the Issuer; or
- (c) in the event of a merger, consolidation or other reorganisation of the Issuer or, in the case of ABF(NL) Notes, the Guarantor with, or a sale or other transfer by the Issuer or, in the case of ABF(NL) Notes, the Guarantor of all or a substantial part of its assets to, any other incorporated or unincorporated person or legal entity, unless, in each case not involving or arising out of insolvency, the person or entity surviving such merger, consolidation or other reorganisation or to which such assets shall have been sold or transferred shall have assumed expressly and effectively or by law all obligations of the Issuer or, in the case of ABF(NL) Notes, the Guarantor, as the case may be, with respect to the Notes and, the interests of the holders of Notes are not materially prejudiced thereby; or
- (d) in the event that the Issuer or, in the case of ABF(NL) Notes, the Guarantor is adjudicated bankrupt or insolvent, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of its creditors, or enters into a composition with its creditors, or applies for a moratorium, or institutes or has instituted any proceedings under any applicable bankruptcy law, insolvency law, composition law or any law governing the appointment of a receiver, administrator, trustee or other

¹ This concept under Dutch law means “suspension of payment”.

similar official for the whole or any substantial part of its assets or property or any other similar law, or in the event that any such proceedings are instituted against the Issuer or, in the case of ABF(NL) Notes, the Guarantor and remain undismissed for a period of 30 days, or

(e) if, for any reason, the Guarantee ceases to be in full force and effect.

The early redemption amount of the Notes shall be determined by the Calculation Agent, in accordance with market practice and acting in good faith.

Notice of any Event of Default shall be given to the Noteholders in accordance with the Condition *9.16 Notices*.

9.11 MODIFICATIONS OF THE AGENCY AGREEMENT

The Issuer and, in the case of ABF(NL) Notes, the Guarantor shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement, if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders.

9.12 RESPONSIBILITY OF THE CALCULATION AGENT

All calculations shall be made in a commercially reasonable manner. The Calculation Agent shall have no responsibility to Noteholders for good faith errors or omissions in its calculations (without limitation, errors or omissions due to events which are not under the direct control of the Calculation Agent) and determinations as provided in the Terms and Conditions, except for those resulting from the gross negligence or intentional misconduct of the Calculation Agent. The calculations and determinations of the Calculation Agent shall be made in accordance with the Terms and Conditions (having regard in each case to the criteria stipulated herein and where relevant on the basis of information provided to or obtained by employees or officers of the Calculation Agent responsible for making the relevant calculation or determination) and shall, in the absence of manifest error, be final, conclusive and binding on the Issuer and the Noteholders. The Calculation Agent acts solely as agent of the Issuer and does not assume any obligations or duty to, or any relationship of agency or trust for or with, the Noteholders.

9.13 PRESCRIPTION

Claims against the Issuer or, in the case of ABF(NL) Notes, the Guarantor for payment in respect of any Note shall be prescribed and become void unless made within a period of five years after the date on which such payment first becomes due.

9.14 CURRENCY INDEMNITY

Any amount received or recovered in a currency other than the currency in which payment under the relevant Note is due (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Issuer or, in the case of ABF(NL) Notes, the Guarantor or otherwise) by any Noteholder in respect of any sum expressed to be due to it from the Issuer or, in the case of ABF(NL) Notes, the Guarantor shall only constitute a discharge to the Issuer or, in the case of ABF(NL) Notes, the Guarantor, as the case may be, to the extent of the amount in the currency of payment under the relevant Note that the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If the amount received or recovered is less than the amount expressed to be due to the recipient under any Note, the Issuer, failing whom, in the case of ABF(NL) Notes, the Guarantor, shall indemnify it against any loss sustained by it as a result. In any event, the Issuer, failing whom, in the case of ABF(NL) Notes, the Guarantor, shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition, it shall be sufficient for the Noteholder, as the case may be, to demonstrate that it would have suffered a loss had an actual purchase been made. These indemnities constitute a separate and independent obligation from the Issuer's and, in the case of ABF(NL) Notes, the Guarantor's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Noteholder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note or any other judgment or order.

9.15 SUBSTITUTION

- (i) The Issuer and, in the case of ABF(NL) Notes, the Guarantor may, without any further consent or co-operation from the Noteholders, at any time, procure that any affiliated or associated corporation of the Issuer or, in the case of ABF(NL) Notes, the Guarantor is substituted for the Issuer as the debtor

under the Terms and Conditions to be offered by assigning all its rights and obligations to such other corporation (the “Substituted Issuer”), provided that the Substituted Issuer has a long-term debt rating of at least the same level as the one of the Issuer, if any, and provided that:

- (a) no payment of any Redemption Amount or of interest on any Note is overdue and no other circumstances exist capable of causing the acceleration of maturity of the Notes;
 - (b) the Substituted Issuer shall agree to indemnify the holders of each Note against: all tax, duty, fee or governmental charge which is imposed on such holder by the jurisdiction of the country of the Substituted Issuer’s residence for tax purposes and, if different, of its incorporation or any political subdivision or taxing authority thereof or therein with respect to such Note and which would not have been so imposed had such substitution not been made; and any costs or expenses incurred in connection with any such substitution; and
 - (c) in the case of ABF(NL) Notes, the Guarantor agrees on the provisions of such substitution as described herein, undertakes that the provisions in the Guarantee with respect to the Issuer will apply to the New Issuer in the event of such substitution and shall be bound by all the obligations to be fulfilled by it under the Guarantee and the Terms and Conditions of the Notes as a result of such substitution and such obligations shall be legal, valid and enforceable; if the Issuer is substituted by the Guarantor, there is no requirement for an additional and separate guarantee of the obligations under the Notes.
- (ii) The Issuer hereby irrevocably and unconditionally guarantees that the Substituted Issuer shall pay all amounts of Redemption Amount of and interest on the Notes when due. In the event of substitution, this guarantee ceasing to be the valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, shall constitute an Event of Default.
 - (iii) In the event of substitution all references in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the Substituted Issuer.

Notice of any substitution shall be given to the Noteholders in accordance with Condition 0 *Notices*.

9.16 NOTICES

A notification to the Noteholders shall be made either by AXA BANK directly (for Notes held on securities accounts with AXA BANK) or by delivery of the relevant notice to Euroclear and Clearstream, Luxembourg and BNB for communication by them to the holders of the Notes. Any such notice shall be deemed to have been given to the holders of the Notes on the second day after the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg and BNB.

In addition, for so long as any Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will also be published in a daily newspaper of general circulation in the place or places required by those rules. Where the relevant Issuer is AXA BANK and to the extent required by Belgian company law, the notice will also be published in the *Moniteur Belge-Belgisch Staatsblad* and in a leading Belgian daily newspaper of general circulation in Brussels. It is expected that any such publication in a newspaper will be made in *De Tijd* and/or *L’Echo* in Brussels.

If definitive ABF (NL) Notes are delivered to Noteholders instead of being represented by a Global Note, all notices regarding the ABF (NL) Notes will be made by way of publication in a leading daily newspaper of general circulation in the places where the ABF (NL) Notes were offered to the public without prejudice to requirements of Dutch company law (as may be applicable) and applicable listing requirements for so long as any Notes are listed.

Any such notice shall be deemed to have been given to the holders of the Notes on the second day after the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg and BNB.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Agent. In respect of AXA Notes and whilst

any of the ABF (NL) Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Agent through Euroclear and/or Clearstream, Luxembourg and BNB, as the case may be, in such manner as the Agent and Euroclear and/or Clearstream, Luxembourg and BNB, as the case may be, may approve for this purpose.

9.17. MEETING OF NOTEHOLDERS

The Agency Agreement contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Receipts, the Coupons or any of the provisions of the Agency Agreement.

A meeting of the Noteholders may be convened by the relevant Issuer or the Guarantor and shall be convened by the relevant Issuer if required in writing by Noteholders holding not less than 10 per cent in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes, the Receipts or the Coupons (including modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes, the Receipts or the Coupons), the quorum shall be one or more persons holding or representing not less than two-thirds in nominal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one-third in nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting, and on all receiptholders and Couponholders.

In respect of Notes issued by AXA BANK, all Resolutions of Noteholders which in the opinion of AXA BANK relate to a matter contained in article 568 of the Belgian Companies Code will only be effective if taken at a meeting convened and decided in accordance with the Belgian Companies Code. The quorum at any such meeting convened to consider a Resolution will be one or more persons holding or representing not less than 50 per cent in nominal amount of the Notes for the time being outstanding or, at any adjourned meeting after publication of a new convening notice, one or more persons being or representing Noteholders whatever the aggregate nominal amount of the Notes so held or represented. A Resolution (as defined below) requires the approval of the Noteholders holding or representing at least 75 per cent of the aggregate nominal amount outstanding of the Notes present or represented at the meeting and taking part in the vote. If however a Resolution is adopted by Noteholders holding or representing less than one-third of the aggregate nominal amount outstanding of the Notes (whether present or represented at the meeting or not), such Resolution is not binding unless approved by the competent Court of Appeal of Brussels. The above quorum and special majority requirements do not apply to Resolutions relating to interim measures or to the appointment of a representative of the Noteholders. In such a case, the Resolutions shall be adopted if approved by Noteholders holding or representing at least a majority of the aggregate nominal amount of the Notes outstanding present or represented at the meeting. A Resolution duly passed in accordance with the provisions of the Belgian Companies Code at any such meeting of Noteholders and, to the extent required by law, approved by the relevant Court of Appeal, will be binding on all Noteholders, whether or not they are present at the meeting and whether or not they vote in favour thereof.

The matters listed in article 568 of the Belgian Companies Code in respect of which a resolution may be adopted include modifying or suspending the date of maturity of Notes, postponing any day for payment of interest thereon, reducing the rate of interest applicable in respect of such Notes, deciding urgent interim actions in the common interest of Noteholders, accepting a security in favour of the Noteholders, accepting a transformation of Notes into shares on condition, proposed by AXA Bank, and appointing a special agent of the Noteholders to implement the resolutions of the meeting of Noteholders.

For the purpose of this Condition, a “Resolution” means a resolution of Noteholders duly passed at a meeting called and held in accordance with the Belgian Companies code.

9.18. GOVERNING LAW AND JURISDICTION

The Notes and the Guarantee are governed by, and shall be construed in accordance with, Belgian law. The Agency Agreement is governed by Luxembourg law.

All disputes arising out of or in connection with the Notes or the Guarantee shall be submitted to the jurisdiction of the competent courts in Belgium.

9.19 FINANCIAL SERVICE

The financial service will be performed by AXA BANK (Belgium) and Dexia BIL (Luxembourg).

9.20 REPRESENTATION OF DEBT SECURITY HOLDERS

There is no representation of debt security holders in relation to any offer of Notes.

9.21. GUARANTEE

Sections 9.21.1 and 9.21.2 below only apply to ABF(NL) Notes.

9.21.1 Senior Guarantee

The Guarantor has, by a Senior guarantee, unconditionally and irrevocably guaranteed on an unsubordinated basis the due and punctual payment of the principal of and interest on the Senior Notes (the “Senior Guarantee” and a “Guarantee”, see Annex 2).

The obligations of the Guarantor under the Senior Guarantee are direct, unconditional and unsecured obligations of the Guarantor and (save for certain obligations required to be preferred by law) rank *pari passu* with all other unsecured and unsubordinated obligations of the Guarantor, from time to time outstanding.

9.21.2 Senior Subordinated Guarantee

The Guarantor has, by a senior subordinated guarantee, unconditionally and irrevocably guaranteed on a senior subordinated basis, the due and punctual payment of the principal of and interest on the Senior Subordinated Notes, (the “Senior Subordinated Guarantee” and a “Guarantee”, see Annex 3).

In the event of a dissolution or liquidation of the Guarantor (including the following events creating a “*concours de créanciers/samenloop van schuldeisers*”: bankruptcy (“*faillite/faillissement*”); judicial reorganisation (“*reorganisation juridique/gerechtelijke reorganisatie*”) and judicial or voluntary liquidation (“*liquidation volontaire ou force/vrijwillige of gedwongen liquidatie*”) (other than a voluntary liquidation in connection with a reconstruction, merger or amalgamation where the continuing corporation assumes all the liabilities of the Guarantor)), the Holders of Senior Subordinated Notes irrevocably waive their rights to equal treatment with other unsecured creditors (“*créanciers chirographaires/chirografaire schuldeisers*”). Consequently, the Holders of Senior Subordinated Notes agree that upon the occurrence of any of the events described in the preceding sentence, the Guarantor will have no obligation to pay any principal or interest due to them until all Senior Creditors (as defined above) of the Guarantor have been paid, or the funds necessary to satisfy the Senior Creditors have been put in escrow (“*en consignation/in consignatie*”).

On demand, the Noteholders can have access to a copy of the Guarantee by contacting one of the Paying Agents during normal business hours.

10. TAXATION

TRANSACTIONS INVOLVING THE NOTES MAY HAVE TAX CONSEQUENCES FOR PROSPECTIVE INVESTORS WHICH MAY DEPEND, AMONGST OTHER THINGS, UPON THE STATUS OF THE PROSPECTIVE INVESTOR AND LAWS RELATING TO TRANSFER AND REGISTRATION TAXES, PROSPECTIVE INVESTORS WHO ARE IN ANY DOUBT ABOUT THE TAX POSITION OF ANY ASPECT OF TRANSACTIONS INVOLVING NOTES SHOULD CONSULT THEIR OWN TAX ADVISERS.

The following is a general description of certain Belgian, Luxembourg, Netherlands, French, German, UK and Swiss tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes. Prospective purchasers of Notes should consult their tax advisers as to the consequences under the tax laws of the country of which they are resident for tax purposes and the tax laws of Belgium, Luxembourg and/or The Netherlands of acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes. This summary is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date. The information contained within this section is limited to taxation issues, and prospective investors should not apply any information set out below to other areas, including but not limited to, the legality of transactions involving the Notes.

10.1. BELGIAN TAXATION ON THE NOTES

The following is a general description of the principal Belgian tax consequences for investors receiving interest in respect of or disposing of, the Notes issued by AXA BANK and the Notes issued by ABF(NL) and is of a general nature based on the issuers' understanding of current law and practice. This general description is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date (for example the rate of the withholding tax). Investors should appreciate that, as a result of changing law or practice, the tax consequences may be otherwise than as stated below. Investors should consult their professional advisers on the possible tax consequences of subscribing for, purchasing, holding, selling or converting the Notes issued by AXA BANK and/or ABF(NL) under the laws of their countries of citizenship, residence, ordinary residence or domicile.

10.1.1 Withholding Tax

In accordance with Belgian tax law, the following amounts are, among other, qualified and taxable as "interest": (i) periodic interest income (ii) amounts paid by the Issuer in excess of the issue price (whether or not on the maturity date) (iii) if the Notes qualify as "fixed income securities" (in the meaning of article 2, §1, 8° Belgian Income Tax Code), in case of a realisation of the Notes between two interest payment dates, the pro rata of accrued interest corresponding to the detention period. "Fixed income securities" are defined as bonds, specific debt certificates issued by banks ('kasbon'/'bon de caisse') and other similar securities, including securities where income is capitalised or securities which do not generate a periodic payment of income but are issued with a discount corresponding to the capitalised interest up to the maturity date of the security.

Payments of interest on the Notes by a Belgian debtor or by a foreign debtor yet made through a Belgian paying agent will in principle be subject to a 15 per cent withholding tax on the gross amount of the interest (yet after deduction of any non-Belgian withholding taxes, if any).

However, payments of interest and principal under the Notes by or on behalf of the Issuer may be exempt from withholding tax in respect of the Notes if and as long as, at the moment of payment or attribution of interest, they are held by certain eligible investors (the "Eligible Investors", see hereinafter) in an exempt securities account (an "X Account") that has been opened with a financial institution that is a direct or indirect participant (a "Participant") in the X/N Clearing System operated by the National Bank of Belgium (the "NBB" and the "X/N System"). Euroclear and Clearstream, Luxembourg are directly or indirectly Participants for this purpose.

Holding the Notes through the X/N System enables Eligible Investors to receive the gross interest income on their Notes and to transfer the Notes on a gross basis. Participants to the X/N system must enter the Notes which they hold on behalf of Eligible Investors in an X Account.

Eligible Investors are those entities referred to in article 4 of the Arrêté Royal du 26 mai 1994 relatif à la perception et à la bonification du précompte mobilier (Belgian Royal Decree of 26 May 1994 on the deduction of withholding tax) which include, *inter alia*:

- (i) Belgian corporations subject to Belgian corporate income tax;
- (ii) 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 1° and 3° subject to the application of article 262, 1° and 5° of the Income Tax Code of 1992;
- (iii) semi-governmental 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;
- (iv) non-resident investors provided for in article 105, 5° of the same Royal Decree;
- (v) investment funds, recognised in the framework of pension savings, provided for in article 115 of the same Royal Decree;
- (vi) 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;
- (vii) the Belgian State in respect of investments which are exempt from withholding tax in accordance with a article 265 of the Income Tax Code 1992;
- (viii) 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; and,
- (ix) Belgian resident corporations, not provided for under (i), when their activities exclusively or principally consist of the granting of credits and loans.

Eligible Investors do not include, *inter alia*:

- (i) private individuals resident in Belgium for tax purposes;
- (ii) entities subject to the Belgian legal entities tax (“rechtspersonenbelasting”, “impôts des personnes morales”) except if they are mentioned in the above list of Eligible Investors; and,
- (iii) Belgian pension funds that take the form of Organization for Financing Pensions in the meaning of the Law of 27 October 2006 on the activities and supervision of institutions for occupational retirement provision.

Participants to the X/N System must keep the Notes which they hold on behalf of the non-Eligible Investors in a non-exempt securities account (an “N Account”). In such instance all payments of interest are subject to the 15 per cent withholding tax. This withholding tax is withheld by the NBB and paid to the Belgian Treasury.

Upon opening of an X Account for the holding of Notes, the Eligible Investor is required to provide the Participant with a statement of its eligible status on a form approved by the Minister of Finance. There is no ongoing declaration requirement to the X/N System as to the eligible status. An Exempt Account may be opened with a Participant by an intermediary (an “Intermediary”) in respect of Notes that the Intermediary holds for the account of its clients (the “Beneficial Owners”), provided that each Beneficial Owner is an Eligible Investor. In such a case, the Intermediary must deliver to the Participant a statement on a form approved by the Minister of Finance confirming that (i) the Intermediary is itself an Eligible Investor, and (ii) the Beneficial Owners holding their Notes through it are also Eligible Investors. A Beneficial Owner is also required to deliver a statement of its eligible status to the intermediary. These identification requirements do not apply to Notes held in Euroclear or Clearstream, Luxembourg as Participants to the X/N Clearing System, provided that Euroclear or Clearstream only hold X Accounts and that they are able to identify the holders for whom they hold Notes in such account.

In accordance with the X/N System, a Noteholder who is withdrawing Notes from an Exempt Account will, following the payment of interest on those Notes, be entitled to claim an indemnity from the Belgian tax authorities of an amount equal to the withholding on the interest payable on the Notes from the last preceding Interest Payment Date until the date of withdrawal of the Notes from the X/N System. As a condition of acceptance of the Notes into the X/N System, the Noteholders waive the right to claim such indemnity.

10.1.2 Income tax

10.1.2.1 Belgian resident individuals

For natural persons who are Belgian residents for tax purposes, i.e., who are subject to the Belgian personal income tax (“Personenbelasting” / “Impôt des personnes physiques”) and who hold the Notes as a private investment, payment of the 15 per cent withholding tax fully discharges them from their personal income tax liability with respect to these interest payments (“précompte mobilier libératoire”, “bevrijdende roerende voorheffing”). This means that they do not have to declare the interest obtained on the Notes in their personal income tax return, provided withholding tax was levied on these interest payments.

Belgian resident individuals may nevertheless elect to declare the interest payment (as defined in section 1 entitled “Withholding Tax”) in their personal income tax return. Where the beneficiary opts to declare them, interest payments will normally be taxed at a flat rate of 15 per cent plus communal surcharges (or at the standard progressive tax rates taking into account the taxpayer’s other declared income, whichever is lower). If the interest payment is declared, the withholding tax retained by the NBB (X/N System, as defined in section 1 entitled “Withholding Tax”) may be credited.

If the interest was paid without any withholding tax being levied, the interest received (after deduction of any non-Belgian withholding tax) must be declared in the personal income tax return and will be taxed at a flat rate of 15 per cent plus communal surcharges.

Capital gains realised on the sale of the Notes are in principle tax exempt, unless the capital gains are realised outside the scope of the normal management of one’s private estate or unless the capital gains qualify as interest (as defined above). Capital losses are in principle not tax deductible.

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

10.1.2.2 Belgian resident companies

Interest attributed or paid to corporations Note holders who are Belgian residents for tax purposes, i.e. who are subject to the Belgian Corporate Income Tax (“vennootschapsbelasting/ impôt des sociétés”), as well as capital gains realized upon the sale of the Notes are taxable at the ordinary corporate income tax rate of in principle 33.99 per cent. Capital losses realised upon the sale of the Notes are in principle tax deductible.

The Belgian withholding tax that has been levied is creditable in accordance with the applicable legal provisions.

Interest payments on the Notes made through a paying agent in Belgium can under certain circumstances be exempt from withholding tax, provided a special certificate is delivered.

10.1.2.3 Belgian legal entities

For Belgian legal entities subject to the Belgian legal entities tax (“rechtspersonenbelasting”, “impôts des personnes morales”) which do not qualify as Eligible Investors payment of the 15 per cent withholding tax fully discharges them from their income tax liability with respect to these interest payments (“précompte mobilier libératoire”, “bevrijdende roerende voorheffing”). This means that they do not have to declare the interest obtained on the Notes in their income tax return, provided withholding tax was levied on these interest payments.

Belgian legal entities which qualify as Eligible Investors (see above “Belgian Withholding Tax”) and which consequently have received gross interest income are required to pay the 15 per cent withholding tax themselves.

If the interest was paid to the legal entity without any withholding tax being levied, the legal entity must itself declare and withhold the withholding tax.

Capital gains realised on the sale of the Notes are in principle tax exempt, unless the capital gains qualify as interest (as defined in section 1 entitled “Belgian Withholding Tax”). Capital losses are in principle not tax deductible.

10.1.2.4 Organization for Financing Pensions

Interest derived and capital gains realised by Belgian pension fund entities that have the form of an Organization for Financing Pensions (OFP) in the meaning of the Law of 27 October 2006 on the activities and supervision of institutions for occupational retirement provision will be exempt from Belgian Corporate Income Tax.

The Belgian withholding tax that has been levied is fully creditable against any corporate income tax due and any excess amount is in principle refundable.

10.1.2.5 Belgian non-residents

Non-resident Note holders who do not allocate the Notes to a professional activity in Belgium are not subject to Belgian income tax, save, as the case may be, in the form of withholding tax (see section 1 above).

The non-residents who are holding the Notes to exercise a professional activity in Belgium through a permanent establishment are subject to the same tax rules as the Belgian resident companies (see section 2.2 above). Non-resident Note holders who do not allocate the Notes to a professional activity in Belgium are not subject to Belgian income tax, save, as the case may be, in the form of withholding tax.

10.1.3 Tax on stock exchange transactions

A tax on stock exchange transactions will be levied on the purchase and sale in Belgium of the Notes on a secondary market through a professional intermediary. The rate applicable for secondary sales and purchases in Belgium through a professional intermediary is 0.07 per cent with a maximum amount of Euro 500 per transaction and per party. The tax is due separately from each party to any such transaction, i.e. the seller (transferor) and the purchaser (transferee), both collected by the professional intermediary.

A tax on repurchase transactions at the rate of 0.085 per cent. will be due from each party to any such transaction entered into or settled in Belgium in which a stockbroker acts for either party.

However none of the taxes referred to above will be payable by exempt persons acting for their own account including investors who are not Belgian residents provided they deliver an affidavit to the financial intermediary in Belgium confirming their non-resident status and certain Belgian institutional investors as defined in Articles 126.1 2° and Article 139, second paragraph of the Code of various duties and taxes (“Wetboek Diverse Rechten en Taksen” / “Code des droits et taxes divers”).

10.1.4 European Directive on taxation of savings income in the form of interest payments

Effective 1st January 2010, a Belgian paying agent within the meaning of the Savings Directive will no longer apply the Source Tax but will exchange information with the country of tax residence of the beneficial owner regarding interest payments as defined by the Directive. It concerns payments made to an individual, beneficial owner of the interest payments and resident in another EU Member State or resident in one of the associated and dependent territories. Residual entities are subject to a specific regime.

The communicated information will include the identity and residence of the beneficial owner, the name and address of the paying agent, the account number of the beneficial owner and information concerning the interest payment.

The exchange of information cannot be avoided by the submission of a certificate.

A proposal for a Council Directive amending the Savings Directive has been published and will, once agreed upon and implemented, amend the currently applicable rules.

This is general information, which is not intended to deal with all aspects of an investment in Notes. Potential investors are recommended to consult their tax adviser on the basis of their own particular situation.

This general description is based upon the law as in effect on the date of the Prospectus and is subject to any change in law that may take effect after such date.

10.2 TAXATION IN LUXEMBOURG

The following summary is of a general nature and is included herein solely for information purposes and does not purport to be a comprehensive description of all tax considerations that may be relevant to a decision to dispose of the Notes. It is based on the laws regulations and administration and judicial interpretations presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. This summary also does not take into account the specific circumstances of particular investors. Prospective investors in the Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy, impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. Also, please note that a reference to Luxembourg income tax encompasses corporate income tax (impôt sur le revenu des collectivités), municipal business tax (impôt commercial communal), a solidarity surcharge (contribution au fonds pour l'emploi) as well as personal income tax (impôt sur le revenu) generally. Investors may further be subject to net wealth tax (impôt sur la fortune) as well as other duties, levies or taxes. Corporate income tax, municipal business tax as well as the solidarity surcharge invariably apply to most corporate taxpayers resident of Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

(a) Withholding Tax

All payments of interest and principal by the Issuers in the context of the holding, disposal, redemption or repurchase of the Notes can be made free of withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld, or assessed by Luxembourg or any political subdivision or taxing authority thereof or therein in accordance with applicable law, subject however to:

(i) the application of the Luxembourg laws of 21 June 2005 implementing the European Union Savings Directive (please refer to the paragraph below entitled “**EU Savings Directive**”) and several agreements (the “**Agreements**”) concluded with certain dependent or associated territories and providing for the possible application of a withholding tax on interest paid to certain non- Luxembourg resident investors (individuals and certain types of entities called “residual entities”) in the event of the relevant Issuer appoint a paying agent in Luxembourg within the meaning of the above-mentioned directive (for more information, please refer to the paragraph below entitled “EU Savings Directive”) or Agreements; and

(ii) the application of the Luxembourg law of 23 December 2005 as amended introducing a final tax on certain payments of interest made to certain Luxembourg resident individuals (the “**Law**”).

Resident Noteholders

Payment of interest or similar income (within the meaning of the Law) on debt instruments made or deemed made by a paying agent (within the meaning of the Law) established in Luxembourg to or for the benefit of an individual Luxembourg resident for tax purposes who is the beneficial owner of such payment or to certain residual entities (as defined in article 4.2 of the EU Savings Directive, “**Residual Entities**”) may be subject to a final tax at a rate of 10%. Such final tax will be in full discharge of income tax if the individual beneficial owner acts in the course of the management of his/her private wealth. Responsibility for the withholding and payment of the tax lies with the Luxembourg paying agent.

An individual beneficial owner of interest or similar income (within the meaning of the Law) who is a resident of Luxembourg and acts in the course of the management of his private wealth may opt for a final tax of 10% when he receives or is deemed to receive such interest or similar income from a paying agent established in another EU Member State, in a Member State of the EEA which is not an EU Member State, or in a State which has concluded a treaty directly in connection with the EU Savings Directive. Responsibility for the declaration and the payment of the 10% final tax is assumed by the individual resident beneficial owner of interest.

Non-resident Noteholders

Under the EU Savings Directive and the Laws, a Luxembourg based paying agent (within the meaning of the EU Savings Directive) may be required to withhold tax on interest and other similar income (within the meaning of the Laws) paid by it to (or under certain circumstances, to the benefit of) an individual resident in another Member State of the European Union or a Residual Entity established in another Member State of the European Union, unless the beneficiary of the interest payments or the Residual Entity (where applicable) elects for an exchange of information or provides the relevant documents to the Luxembourg paying agent. The same regime applies to payments by a Luxembourg based paying agent to individuals or Residual Entities resident in any of the following territories: the Netherlands Antilles, Aruba, Guernsey, Jersey, the Isle of Man, Montserrat and the British Virgin Islands.

The current tax rate is 20%, increasing to 35% from July 1, 2011. The tax system will only apply during a transitional period, the ending of which depends on the conclusion of certain agreements relating to information exchange with certain other countries (the transitional period may therefore never end).

(b) Taxes on Income and Capital Gains

Non-Resident Noteholders

Non-resident Noteholders, not having a permanent establishment, a permanent representative, or a fixed place of business in Luxembourg to which the Notes or income therefrom are attributable, are not subject to Luxembourg income taxes on income accrued or received, redemption premiums or issue discounts, under the Notes nor on capital gains realized on the disposal or redemption of the Notes. Non-residents Noteholders who have a permanent establishment, a permanent representative, or a fixed place of business in Luxembourg to which the Notes or income therefrom are attributable are subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Notes and on any gains realized upon the sale or disposal of the Notes.

Resident Noteholders

A resident corporate Noteholder (which is not exempt from income taxation) must include any interest accrued or received, any redemption premium or issue discount, as well as any gain realized on the sale or disposal, in any form whatsoever, of the Notes, in its taxable income for Luxembourg income tax assessment purposes. The same inclusion applies to an individual Noteholder, acting in the course of the management of a professional or business undertaking.

A resident individual Noteholder, acting in the course of the management of his/her private wealth, is subject to Luxembourg income tax in respect of interest received, redemption premiums or issue discounts, under the Notes, except if the final tax has been levied on such payments in accordance with the Law. A gain realized by an individual holder of Notes, acting in the course of the management of his/her private wealth, upon the sale or disposal, in any form whatsoever, of Notes is not subject to Luxembourg income tax, provided this sale or disposal took place more than six months after the Notes were acquired.

(c) Net Wealth Tax

A corporate Noteholder, whether it is resident of Luxembourg for tax purposes or, if not, it maintains a permanent establishment, a permanent representative or a fixed place of business in Luxembourg to which such Notes are attributable, is subject to Luxembourg wealth tax on such Notes, except if the holder of Notes is (i) a securitization company governed by and compliant with the law of 22 March 2004 on securitization, (ii) a capital company governed by and compliant with the law of 15 June 2004 on venture capital companies, (iii) a holding company governed by the law of 31 July 1929 relating to the tax regime for holding companies (iv) an undertaking for collective investment governed by the law of 20 December 2002 (as amended) relating to undertakings for collective investment (v) a specialized investment fund governed by the law of 13 February 2007 relating to specialized investment funds (vi) a private asset holding company governed by the law of 11 May, 2007 introducing a private family assets holding company.

An individual holder of Notes, whether he/she is resident of Luxembourg or not, is not subject to Luxembourg wealth tax on such Notes.

(d) Inheritance and Gift Tax where the Notes are transferred for no consideration

(i) Where a holder of Notes is a resident of Luxembourg for tax purposes at the time of his/her death, the Notes are included in his/her taxable estate for inheritance tax assessment purposes.

(ii) Luxembourg gift tax may be due on a gift or donation of Notes if embodied in a Luxembourg deed or recorded in Luxembourg.

(e) Other Taxes and Duties

It is not compulsory that the Notes be filed, recorded or enrolled with any court, or other authority in Luxembourg or that registration tax, transfer tax, capital tax, stamp duty or any other similar tax or duty (other than court fees and contributions for the registration with the Chamber of Commerce) be paid in respect of or in connection with the execution, delivery and/or enforcement by legal proceedings (including any foreign judgment in the courts of Luxembourg) of the Notes, in accordance therewith, except that, in case of use of the Notes, either directly or by way of reference, (i) in a public deed, (ii) in a judicial proceeding in Luxembourg or (iii) before any other Luxembourg official authority (autorité constituée), registration will in principle be ordered which implies the application of a fixed (EUR 12) or an ad valorem registration duty and calculated on the amounts mentioned in the Notes.

(f) Value Added Tax

There is no Luxembourg value-added tax payable in respect of payments in consideration for the issue of the Notes or in respect of the payment of interest or principal under the Notes or the transfer of Notes.

EU Directive on the Taxation of Savings Income

On June 3, 2003, the EU Council of Economic and Finance Ministers adopted the European Union Savings Directive effective from July 1, 2005. Under the directive, each Member State is required to provide to the tax authorities of another Member State details of payments of interest within the meaning of the European Union Savings Directive or other similar income paid by a paying agent within the meaning of the European Union Savings Directive, to an individual resident or certain types of entities called "residual entities", within the meaning of the European Union Savings Directive (the "Residual Entities"), established in that other Member State (or certain dependent or associated territories). For a transitional period, however, Austria, Belgium and Luxembourg are permitted to apply an optional information reporting system whereby if a beneficial owner, within the meaning of the European Union Savings Directive, does not comply with one of two procedures for information reporting, the relevant Member State will levy a withholding tax on payments to such beneficial owner. The tax rate of the withholding is of 20 % from July 1, 2008 to June 30, 2011 and 35 % as of July 1, 2011. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments. As from January 1, 2010, Belgium applies for the regime of exchange of information described above. See "European Union Directive on Taxation of Savings Income in the Form of Interest Payments" (Council Directive 2003/48/EC).

Also with effect from July 1, 2005, a number of non-EU countries (Switzerland, Andorra, Liechtenstein, Monaco and San Marino) and certain dependant or associated territories (including Jersey, Guernsey, Isle of Man, Montserrat, British Virgin Islands, Netherlands Antilles and Aruba) have agreed to adopt similar measures (either provision of information or transitional withholding) in relation to payments made by a paying agent (within the meaning of the European Union Savings Directive) within its jurisdiction to, or collected by such a paying agent for, an individual resident or a Residual Entity established in a Member State. In addition, Luxembourg has entered into reciprocal provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a paying agent (within the meaning of the European Union Savings Directive) in Luxembourg to, or collected by such a paying agent for, an individual resident or a Residual Entity established in one of those territories.

The European Commission has announced on November 13, 2008 proposals to amend the European Union Savings Directive. If implemented, the proposed amendments would, inter alia, (i) extend the scope of the European Union Savings Directive to payments made through certain intermediate structures (whether or not established in a EU Member State) for the ultimate benefit of EU resident individuals and (ii) provide for a wider definition of interest subject to the European Union Savings Directive. The European Parliament approved an amended version of this proposal on April 24, 2009. Investors who are in any doubt as to their position should consult their professional advisers.

10.3 TAXATION IN FRANCE

Registration taxes, stamp duty, etc.

No stamp, issue, registration or similar taxes or duties will be payable in France by the Noteholder in connection with the Notes.

Withholding tax

The interest from the Notes received by French tax resident individuals holding the Notes as part of their private assets may, at the taxpayer's option, and subject to certain conditions and compliance formalities, be subject to a final withholding tax (*prélèvement libératoire*) at the rate of 18 per cent., the contribution sociale généralisée ("CSG") of 8.2 per cent., the *prélèvement social* of 2 per cent. and the contributions additionnelles au *prélèvement social* of 0.3 and 1.1 per cent. and the contribution au remboursement de la dette sociale ("CRDS") of 0.5 per cent., resulting in a global tax rate of 30.1 per cent.

Subject to the above, all payments by the Issuer to the Noteholder in respect of the Notes can be made free of any withholding or deduction for or on account of any taxes in France.

Residents

Under current French legislation, the following summary describes the tax consequences that may be applicable to Noteholders resident in France for tax purposes. The Noteholders should nevertheless consult their usual tax advisers for details of the tax regime that applies to their particular case.

1. Individuals holding Notes as part of their private assets

(a) Interest

The interest from the Notes received by individuals holding the Notes as part of their private assets is:

(i) either included in the total income, subject to income tax at the progressive rate, the CSG of 8.2 per cent., 5.8 points of which is deductible from the income tax basis, a *prélèvement social* of 2 per cent. and the contributions additionnelles au *prélèvement social* of 0.3 and 1.1 per cent. and the CRDS of 0.5 per cent.; or

(ii) at the taxpayer's option, subject to a final withholding tax (*prélèvement libératoire*) at the rate of 18 per cent., the CSG of 8.2 per cent., the *prélèvement social* of 2 per cent. and the contributions additionnelles au *prélèvement social* of 0.3 and 1.1 per cent. and the CRDS of 0.5 per cent., resulting in a global tax rate of 30.1 per cent.

If the Paying Agent levies a withholding tax on the interest from the Notes pursuant to the rules detailed in paragraph "EU Savings Directive" below, individuals resident in France for tax purposes may benefit, in application of Article 199 ter of the French Tax Code (Code général des impôts or "CGI"), from a tax credit equal to the amount of the tax withheld.

(b) Capital gains

Pursuant to Article 150-0 A of the CGI, when the aggregate amount of disposals of securities or shares per tax household exceeds an annual threshold (the "Taxation Threshold"), capital gains realised by individuals are taxable from the first euro. For disposals taking place in 2009, the Taxation Threshold is A25,730; this threshold is revalued annually.

Capital gains are subject to income tax at the rate of 18 per cent., the CSG of 8.2 per cent., the *prélèvement social* of 2 per cent. and the contributions additionnelles au *prélèvement social* of 0.3 and 1.1 per cent. and the CRDS of 0.5 per cent.

Capital losses incurred in one year can be set off only against capital gains of the same type realised in the year of the disposal or in the ten following years where, for the year in which capital losses are incurred, disposals were in excess of the Taxation Threshold.

2. Companies subject to corporate tax

(a) Interest

Interest accrued on Notes over the fiscal year is included in the corporate tax basis taxable at the rate of 33 1/3 per cent.

A social contribution of 3.3 per cent. (Article 235 ter ZC of the CGI) is also applicable on the amount of corporate tax with an allowance of A763,000 for each 12-month period. However, entities that have a turnover of less than A7,630,000 and whose share capital is fully paid-up and of which at least 75 per cent. is held continuously by individuals (or by an entity meeting all of these requirements) are exempt from this contribution. For an entity that meets these requirements, the corporate tax is fixed, for taxable income up to A38,120 within a twelve-month period, at 15 per cent.

(b) Capital gains

The capital gain or loss realised upon disposal of the Notes is included in the corporate tax basis taxable at the rate of 33 1/3 per cent. (or, where applicable, 15 per cent. up to an amount of A38,120 per period of twelve months for entities that meet the conditions described in paragraph 2(a) above). In addition, the social contribution of 3.3 per cent. mentioned above is levied where applicable.

Non-residents

Non-French tax resident Noteholders will normally not be subject to French income or corporate taxation with respect to income or capital gains realised in connection with the Notes, unless there is a specific connection with France, such as an enterprise or part thereof which is carried on through a permanent establishment in France.

A Noteholder will not become resident or deemed to be resident in France by reason only of the holding of a Note.

10.4 EU SAVINGS DIRECTIVE

Under EC Council Directive 2003/48/EC on the taxation of savings income, each Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in that other Member State; however, for a transitional period, Austria, Belgium and Luxembourg are permitted to apply an optional information reporting system whereby if a beneficial owner, within the meaning of the EU Savings Directive, does not comply with one of two procedures for information reporting, the relevant Member State will levy a withholding tax on payments to such beneficial owner. The withholding tax system applies for a transitional period during which the withholding tax rate will raise over time to 35 per cent. The rates have been of 15% until 30 June 2008, are of 20% from 1 July 2008 to 30 June 2011 and will be of 35% as of 1 July 2011. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments. However, since 1st January 2010, Belgium no longer applies the withholding tax system but exchanges information with the country of tax residence of the beneficial owner.

A number of non-EU countries (including Switzerland, Andorra, Liechtenstein, Monaco and San Marino), and certain dependent or associated territories (including Jersey, Guernsey, Isle of Man, Montserrat, British Virgin Islands, Netherlands Antilles and Aruba) of certain Member States, have adopted similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its

jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in a Member State.

In addition, the Member States have entered into provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident or certain limited types of entity established in one of those territories.

The European Commission has announced on 13 November 2008 proposals to amend the EU Savings Directive. If implemented, the proposed amendments would, inter alia, (i) extend the scope of the EU Savings Directive to payments made through certain intermediate structures (whether or not established in a Member State) for the ultimate benefit of EU resident individuals, and (ii) provide for a wider definition of interest subject to the EU Savings Directive. Investors who are in any doubt as to their position should consult their professional advisors.

11. TERMS AND CONDITIONS OF THE OFFER

(Annex V.5 of Regulation (EC) 809/2004)

11.1 **GENERAL**

The Notes will be offered for subscription during the Offering Period (specified in the relevant Final Terms) at the relevant Issue Price. Any applicable fees or commissions will be specified in the relevant Final Terms.

The issue of Notes under the Programme may be cancelled until the Issue Date, either (i) when the relevant Issuer reasonably believes that investors will not subscribe to the offer for an amount of at least the Minimum Amount specified in the relevant Final Terms or (ii) in circumstances agreed with the Dealers. Investors that have subscribed to these Notes will be notified of such cancellation. The relevant Issuer has the right to anticipatively close the Offering Period if the Maximum Amount specified in the Final Terms of the relevant Notes issue has been reached or if the market conditions adversely affect the interest or the redemption amounts to be paid by the relevant Issuer.

The cash account of the client will be debited on the Issue Date. At the same date, the Notes will be transferred on the securities accounts of the clients.

If Notes are deposited in a securities account with AXA BANK, AXA BANK will not charge any fees for this service, nor for the opening of such securities account. If a Noteholder chooses to deposit his or her securities with another financial institution, he or she must inquire into the fees charged by this institution.

11.2 **GENERAL SELLING RESTRICTION**

The Notes have not been offered or sold and will not be offered or sold directly or indirectly and the Prospectus has not been distributed and will not be distributed, except in such circumstances that will result in compliance with all applicable laws and regulations.

11.3. **UNITED STATES**

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended, and are subject to U.S. tax law requirements and, subject to certain exceptions, Notes may not be offered, sold or delivered within the United States of America, including its territories and possessions, or to U.S. persons.

The Notes have not been offered, sold or delivered and will not be offered, sold or delivered, as part of their distribution at any time, or otherwise until 40 days after the completion of the offering within the United States or to, or for the account or the benefit of, U.S. persons and a dealer to which the Notes are sold during the restricted period, will receive a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the U.S. or to, or for the account or benefit of, U.S. persons.

Until 40 days after the commencement of the offering, an offer or sale of Notes within the U.S. by a dealer that is not participating in the offering may violate the registration requirements imposed by the U.S. Securities Act of 1933, as amended.

11.4. **EUROPEAN ECONOMIC AREA**

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State"), each dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (a) if the final terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a "Non-exempt Offer"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State and notified to the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable;
- (b) at any time to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;
- (c) at any time to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000; and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts;
- (d) at any time to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant dealer nominated by the relevant Issuer for any such offer; or
- (e) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (b) to (e) above shall require the relevant Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Notes to the public" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "Prospectus Directive" means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

11.5. UNITED KINGDOM

Any document connected with the issue of the Notes has only been issued or passed on and will only be issued and passed on in the United Kingdom to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995.

Any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (the "FSMA")) in connection with the issue or sale of any Notes, has only been communicated or caused to be communicated and will only be communicated or caused to be communicated in circumstances in which section 21(1) of the FSMA does not apply to the Issuer and all applicable provisions of the FSMA with respect to anything done in relation to such Notes in, from or otherwise involving the United Kingdom have been complied with and will be complied with.

12. ADMISSION TO TRADING AND DEALING ARRANGEMENTS

(Annex V.6 of Regulation (EC) 809/2004)

The Programme provides that Notes may be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange (the “Market”).

If Issuer decides to seek such listing, this will be specified in the relevant Final terms and the relevant Issuer will then make an application to the Luxembourg Stock Exchange for such listing. References in this Prospectus to Notes being “listed” (and all related references) shall mean that such Notes have been listed and admitted to trading on the Market. The Market is a regulated market for the purposes of Directive 2004/39/EC of the European Parliament and of the Council on markets in financial instalments.

If “Secondary Market” is provided to be “Applicable” in the relevant Final Terms for any Notes, the price of the Notes is available on demand on each Business Day during the term of such Notes in every office of AXA BANK until 30 Business Days preceding their Maturity Date, unless in AXA BANK’s determination, market conditions preclude it from quoting a price. In such case, AXA BANK can be considered market maker for the Notes and will organise the secondary market, thereby providing liquidity through bid and offer rates. The main terms of the commitment of AXA BANK will be specified in the relevant Final Terms and (i) “Maximum Spread” means on any given moment the maximum spread between the then applicable bid and offer rates; (ii) “Maximum Commission” means the maximum commission on the bid and offer rates; and (iii) “Maximum Exit Penalty” means the maximum exit penalty applicable to the bid and offer rates. The bid and offer rates of the Notes on any given moment are subject to the market conditions, interest rates, forward rates, credit spreads of the relevant Issuer or, in the case of ABF(NL) Notes, the Guarantor, etc.

The sale proceeds can be lower than the invested amount.

13. USE OF PROCEEDS

The net proceeds of Notes, i.e. the Nominal Amount less any expenses and fees, will be applied for general corporate purposes of AXA BANK. In the case of ABF(NL) Notes, ABF(NL) will lend the proceeds to AXA BANK.

14. THIRD PARTY INFORMATION, EXPERT STATEMENTS AND DECLARATIONS

(Annex IV.16 and XI.13 of Regulation (EC) 809/2004)

There has not been any statement or report attributed to a person as an expert which is included in this Base Prospectus.

15. DOCUMENTS ON DISPLAY

(Annex IV.17 and XI.14 of Regulation (EC) 809/2004)

Copies of the annual reports dated December 31st, 2009 for AXA BANK and ABF(NL) and of all subsequent annual reports to be published, copies of the articles of association of AXA BANK and ABF(NL) are available free of charge at the office of AXA BANK and will be available during the entire lifetime of the Notes. Additionally, the annual reports of AXA BANK are available on its internet site: www.axabankeurope.com. Moreover, copies of the semi-annual and annual reports of ABF(NL) and copies of the annual reports of AXA BANK are available on the Luxembourg Stock Exchange-website: www.bourse.lu.

ANNEX 1: TEMPLATE FOR FINAL TERMS

APPLICABLE FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme.

**Final Terms dated [●]
[AXA BELGIUM FINANCE (NL) B.V./AXA BANK EUROPE SA]
Issue of [Title of Notes]
[Guaranteed by AXA BANK EUROPE SA]
under the
AXA BELGIUM FINANCE (NL) B.V.
and
AXA BANK EUROPE SA
EUR 1,000,000,000**

Notes Issuance Programme

For the avoidance of doubt, the Notes do not, and are not intended to, benefit from any state guarantee.

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the Base Prospectus dated 21 September 2010, which constitutes a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the “Prospectus Directive”). **This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus and any supplement thereto.** These Final Terms and the Base Prospectus together constitute the Programme for the Tranche. Full information on the Issuer [, the Guarantor] and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus is available for inspection at the office of the [Guarantor and the office of the] Issuer.

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.]

[When completing any final terms, or adding any other final terms or information, consideration should be given as to whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Programme under Article 16 of the Prospectus Directive.]

General Description on the Notes

[●]

1 (i) Issuer: [AXA BANK EUROPE SA][AXA BELGIUM FINANCE (NL) B.V.]

(ii) Guarantor: [N/A][AXA BANK EUROPE SA]

(iii) Calculation Agent: AXA BANK EUROPE SA

2 (i) Series Number: [●]

[(ii) Tranche Number: [●]

(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible).

3 Specified Currency or Currencies: [●]

4 Maximum Amount:

- (i) Series: [●]
- (ii) Tranche: [●]
- 5 Minimum Amount:
- [(i) Series: [●]
- [(ii) Tranche: [●]
- 6 Offering Period: [●] (except in case of early closing)
- 7 Issue Price: [●] per cent.
[plus accrued interest from *[insert date]* (*in the case of issues only, if applicable*)]
- 8 Brokerage Fee: [●]
- 9 Denominations: [●]
- 10 [(i) Issue Date: [●]
- [[(ii) Interest Commencement Date: [●]
- 11 [Scheduled] Maturity Date: [●]
- 12 Interest Basis: [[●] per cent. Fixed Rate]
[Floating Rate]
[Zero Coupon]
[Variable Linked Rate]
[Other (*specify*)]
(further particulars specified below)
- 13 Redemption/Payment Basis: [Redemption at par]
[Variable Linked Redemption]
[Other (*specify*)]
(further particulars specified below)
- 14 Change of Interest or Redemption/Payment Basis: [Not Applicable/(*Specify details of any provision for convertibility of Notes into another interest or redemption/payment basis*)]
- 15 Put/Call Options: [Put/Call/Not Applicable]
[(further particulars specified below)]
- 16 Status of the Notes: [Senior Notes/Senior Subordinated Notes]
- 17 [Date [Board] approval for issuance of Notes obtained: [●]
(*N.B Only relevant where Board (or similar) authorisation is required for the particular Tranche of Notes*)]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 18 **Fixed Rate Note Provisions** [Applicable/Not Applicable]
(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- (i) Fixed Rate: [●] per cent. per annum
- (ii) Interest Payment Date(s): [annually/semi-annually/quarterly on ●]
- (iii) Business Days: [●]

	(iv) Business Day Convention:	[●]
	[(v) Fixed Interest Amount:	[●]]
	[(v)/(vi) Day Count Fraction:	[●]]
	[(v)/(vi)/(vii) Interest Period End Date(s):	[●]]
	[Other terms relating to the method of calculating interest for Fixed Rate Notes:	[●](N.B. Give details)]
19	Floating Rate Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Publication Source:	[EUR-EURIBOR-Reuters (ISDA)/Other]
	(ii) Designated Maturity:	[●]
	(iii) Spread:	[●]
	(iv) Interest Payment Date(s):	[annually/semi-annually/quarterly on ●]
	(v) Day Count Fraction:	[●]
	(vi) Interest Determination Date:	[●]
	(vii) Business Days:	[●]
	(viii) Business Day Convention:	[●]
	[(ix) Interest Period End Date(s)	[●]]
20	Zero Coupon Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Amortisation Yield:	[●] per cent. per annum
	(ii) Business Days:	[●]
	(iii) Business Day Convention:	[●]
	(iv) Any other formula/basis of determining amount payable:	[●]
21	Variable Linked Rate Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Underlying:	[Market Rate/Share/Basket of Shares/Share Index/Basket of Share Indices/Fund/Basket of Funds/Commodity/Basket of Commodities/Commodity Index/Basket of Commodity Indices/Other]
	(ii) Variable Linked Rate:	[●] <i>(Provide the formula or other method of determination)</i>
	(iii) Interest Payment Date(s):	[●]
	(iv) Business Days:	[●]
	(v) Business Day Convention:	[●]

PROVISIONS RELATING TO REDEMPTION

22	Call Option	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(v) Optional Redemption Date(s):	[●]
	(vi) Optional Redemption Period:	[●]
	(vii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	[●] per Note of [●] Denomination
	(viii) If redeemable in part:	
	(a) Minimum Redemption Amount:	[●]
	(b) Maximum Redemption Amount:	[●]
	(ix) Notice period:	[●]
23	Put Option	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(x) Optional Redemption Date(s):	[●]
	(xi) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	[●] per Note of [●] Denomination
	(xii) Notice period:	[●]
24	Redemption Amount(s) of each Note	[●] per Note of [●] Denomination] <i>(delete in case of Variable Linked Redemption)</i>
	<i>(Include below provisions in case of a Variable Linked Redemption)</i>	
	Variable Linked Redemption	
	(i) Underlying:	[●]
	(ii) Variable Linked Redemption Amount:	[●] <i>(Provide the formula or other method of determination)</i>
	(iii) Business Days:	[●]
	(iv) Business Day Convention:	[●]
	(v) Initial Averaging:	[Not Applicable / Applicable]
	(vi) Averaging:	[Not Applicable / Applicable]
	[(vi) Initial Averaging Dates:	[●]]
	[(vi) Averaging Dates:	[●]]

GENERAL PROVISIONS

25	Form of Notes	[Bearer Notes / Dematerialised Notes]
26	New Global Note	Not Applicable

VARIABLE LINKED PROVISIONS

[If there is a derivative component in the interest or the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

(N.B. The requirements below only apply if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

[Need to include details of where past and future performance and volatility of the index/formula can be obtained.]

[Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained.]

[Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]

[When completing the above paragraphs, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]

*(Include the relevant provisions below, if the Underlying is one or more **Market Rates**)*

- (i) Publication Source: [●]
- (ii) Designated Maturity: [●]
- (iii) Spread: [●]
- (iv) Interest Determination Date: [●]
- [(v) Day count Fraction: [●]]

*(Include the relevant provisions below, if the Underlying is a **Share**)*

- (i) Share: [●] *(Insert full title of the Share and its ISIN code)*
- (ii) Exchange: [●]
- (iii) Related Exchange: [[●]/All Exchanges]
- (iv) Valuation Date(s): [●]
- [(v) Initial Valuation Date: [●]]
- [(v) Initial Price: [●]]

*(Include the relevant provisions below, if the Underlying is **Share Basket**)*

- (i) Share Basket:

<i>i</i>	<i>w</i>	Share	Exchange	Related Exchange	Securities Code
1	[●]%	[●]	[●]	[●]/All Exchanges	[●]
2	[●]%	[●]	[●]	[●]/All Exchanges	[●]
...	[●]%	[●]	[●]	[●]/All Exchanges	[●]

- (ii) Valuation Date(s): [●]
 [(iii) Initial Valuation Date: [●]]

*(Include the relevant provisions below, if the Underlying is an **Share Index**)*

- (i) Index: [●]
 (ii) Exchange: [[●]/Multiple Exchange]
 (iii) Related Exchange: [[●]/All Exchanges]
 (iv) Valuation Date(s): [●]
 [(v) Initial Valuation Date: [●]]
 [(v) Initial Price: [●]]

*(Include the relevant provisions below, if the Underlying is a **Basket of Share Indices**)*

- (i) Index Basket:

<i>i</i>	<i>w</i>	Index	Exchange	Related Exchange
1	[●]%	[●]	[●]/Multiple Exchange	[●]/All Exchanges
2	[●]%	[●]	[●]/Multiple Exchange	[●]/All Exchanges
...	[●]%	[●]	[●]/Multiple Exchange	[●]/All Exchanges

- (ii) Valuation Date(s): [●]
 [(iii) Initial Valuation Date: [●]]

*(Include the relevant provisions below, if the Underlying is a **Fund**)*

- (i) Reference Fund: [●] *(Insert full title of the Reference Fund, including its sponsor, the ISIN code, class, if applicable, and a short description)*
 (ii) Valuation Date(s): [●]
 [(iii) Initial Valuation Date: [●]]
 [(iii) Initial Price: [●]]

*(Include the relevant provisions below, if the Underlying is a **Basket of Funds**)*

- (i) Fund Basket:

<i>i</i>	<i>w</i>	Reference Fund	Class	Fund Description	Fund Administrator	ISIN Code
1	[●]%	[●]	[●]	[●]	[●]	[●]
2	[●]%	[●]	[●]	[●]	[●]	[●]
...	[●]%	[●]	[●]	[●]	[●]	[●]

- (ii) Valuation Date(s): [●]

[(iii) Initial Valuation Date: [•]]

*(Include the relevant provisions below, if the Underlying is a **Commodity**)*

(i) Commodity: [•]

(ii) Exchange: [•]

(iii) Price Source: [•]

(iv) Valuation Time: [•]

(v) Valuation Date(s): [•]

[(vi) Initial Valuation Date: [•]]

[(vi) Initial Price: [•]]

*(Include the relevant provisions below, if the Underlying is a **Basket of Commodity**)*

(i) Commodity Basket:

<i>i</i>	<i>w</i>	Commodity	Exchange	Price Source	Valuation Time
1	[•]%	[•]	[•]	[•]	[•]
2	[•]%	[•]	[•]	[•]	[•]
...	[•]%	[•]	[•]	[•]	[•]

(ii) Valuation Date(s): [•]

[(iii) Initial Valuation Date: [•]]

*(Include the relevant provisions below, if the Underlying is a **Commodity Index**)*

(i) Commodity Index: [•]

(ii) Valuation Time: [•]

(iii) Valuation Date(s): [•]

[(iv) Initial Valuation Date: [•]]

[(iv) Initial Price: [•]]

*(Include the relevant provisions below, if the Underlying is a **Basket of Commodity Indices**)*

(i) Commodity Index Basket:

<i>i</i>	<i>w</i>	Commodity Index	Valuation Time
1	[•]%	[•]	[•]
2	[•]%	[•]	[•]
...	[•]%	[•]	[•]

(ii) Valuation Date(s): [•]

[(iii) Initial Valuation Date: [•]]

LISTING AND ADMISSION TO TRADING

- (i) Admission to trading: [Application has been made for the Notes to be listed on the official list of the [Luxembourg Stock Exchange] and admitted to trading on the Regulated Market of the [Luxembourg Stock Exchange] with effect from [●] [Not Applicable.] (Where documenting a fungible issue need to indicate that the original notes are already admitted to trading.)
- (ii) Estimate of total expenses related to admission to trading: [●]

DISTRIBUTION

- Dealer(s): [AXA BANK EUROPE SA/ [●]]
- [Selling fees: [●]]
- [Additional selling restrictions: [●]]
- Non exempt offer [●]

OPERATIONAL INFORMATION

- ISIN Code: [●]
- Common Code: [●]
- Clearing System(s): [●]
- Principal Paying Agent: *[AXA BANK][Dexia BIL]
- Paying Agent: *[N/A][AXA BANK]
- Form of Notes [Bearer Notes / Dematerialised Notes]
- New Global Note Not Applicable

SECONDARY MARKET *(Include this provision if Secondary Market is provided)*

- [Applicable]
- Maximum Spread: [●]
- Maximum Commission: [●]
- Maximum Exit Penalty: [●]

RESPONSIBILITY

The Issuer and the Guarantor accept responsibility for the information contained in these Final Terms.

Signed on behalf of the Issuer:

By:.....

Duly authorised

Signed on behalf of the Guarantor:

By:.....

Duly authorised

[PART B – SIMULATIONS [AND OTHER INFORMATION]]

RISK INDICATOR

In order to increase the transparency of the risks involved in investment products, AXA BANK has developed a synthetic risk indicator through a scale going from 0 (lowest risk) to 6 (highest risk). The exact risk level for any investment product is determined in function of different criteria, each with a fixed weighting. These criteria are, in order of importance: (degree of) capital protection, term of the relevant Note, type of return (distribution or capitalisation) and complexity (Underlying and strategy).

Risk Level: [●]

[SIMULATIONS]

[●] *(Please insert simulations for the Variable Rate or the Variable Linked Redemption Amount)*

[These simulations are fictitious examples and by no means represent reliable indicators.]

[OTHER INFORMATION]

[●] *(Insert other information such as the historical evolution of the Floating Rate or the Underlying(s))*

[This information has been extracted from [Insert source]. [Each of] the Issuer [and the Guarantor] confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading]

ANNEX 2: SENIOR GUARANTEE

A form of the Senior Guarantee is reproduced here below:

AXA BELGIUM FINANCE (NL) B.V.
and
AXA BANK

Notes Issuance Programme

SENIOR GUARANTEE
by
AXA BANK EUROPE SA

21 September 2010

WHEREAS the Board of Managing Directors of AXA BELGIUM FINANCE (NL) B.V. (the “Issuer” or “ABF(NL)”) has decided on 29 July 2010, to set up a Notes Issuance Programme (the “Programme”) under which it may from time to time issue Notes (the “ABF(NL) Notes”), which may be linked to various underlyings (the “Underlying”), that rank as senior obligations of the Issuer (the “Senior ABF(NL) Notes”) or that rank as senior subordinated obligations to the Issuer (the “Senior Subordinated ABF(NL) Notes”). Senior ABF(NL) Notes will be guaranteed by AXA BANK EUROPE SA (also named AXA BANK SA/AXA BANK NV) (the “Guarantor” or “AXA BANK”) on a senior basis pursuant to this Senior Guarantee;

WHEREAS the Board of Directors of AXA BANK has approved to guarantee on a senior basis the issue by ABF(NL) of Senior ABF(NL) Notes under the Programme by decision of 27 July 2010;

The Guarantor hereby unconditionally and irrevocably guarantees as and for its own debt to each holder of each Senior ABF(NL) Note (each a “Noteholder” and together the “Noteholders”) to pay or procure to pay such amounts to the Noteholders who have not obtained due payment from the Issuer if and when such amounts fall due under the Terms and Conditions. The Terms and Conditions are those set out in the Base Prospectus and the relevant Final Terms, included by reference in the present Senior Guarantee. This Senior Guarantee is enforceable against the Guarantor upon first demand sent by the Noteholder by registered mail to the registered office of the Guarantor.

The Base Prospectus setting out the terms of the Programme has been approved by the Belgian Banking, Finance and Insurance Commission on 21 September 2010.

It is understood that any payments to be made under this Senior Guarantee shall be made in the currency of the underlying Notes.

This Senior Guarantee is a continuing guarantee and nothing but payment in full of the amounts due by the Issuer in application of the Notes hereby guaranteed shall discharge the Guarantor of its obligations hereunder in respect of such Notes.

This Senior Guarantee shall be governed by, and interpreted in accordance with, Belgian law.

This Senior Guarantee may be executed in any number of counterparts.

All actions arising out of or based upon this Senior Guarantee are to be brought before the competent courts in Brussels.

In witness whereof, the Guarantor has authorised and caused this Senior Guarantee to be duly executed and delivered as of 21 September 2010.

On behalf of AXA BANK EUROPE SA

Member of the Board of Directors

ANNEX 3: SENIOR SUBORDINATED GUARANTEE

A form of the Senior Subordinated Guarantee is reproduced here below:

AXA BELGIUM FINANCE (NL) B.V.
and
AXA BANK

Notes Issuance Programme

SENIOR SUBORDINATED GUARANTEE

by
AXA BANK EUROPE SA

21 September 2010

WHEREAS the Board of Managing Directors of AXA BELGIUM FINANCE (NL) B.V. (the “Issuer” or “ABF(NL)”) has decided on 29 July 2010, to set up a Notes Issuance Programme (the “Programme”), under which it may from time to time issue Notes (the “ABF(NL) Notes”), which may be linked to various underlyings (the “Underlying”), that rank as senior obligations of the Issuer (the “Senior ABF(NL) Notes”) or that rank as senior subordinated obligations to the Issuer (the “Senior Subordinated ABF(NL) Notes”). Senior Subordinated ABF(NL) Notes will be guaranteed by AXA BANK EUROPE SA (also named AXA BANK SA/AXA BANK NV) (the “Guarantor” or “AXA BANK”) on a senior subordinated basis pursuant to this Senior Subordinated Guarantee;

WHEREAS the Board of Directors of AXA BANK has approved to guarantee on a senior subordinated basis the issue by ABF(NL) of Senior Subordinated Notes under the Programme by decision of 27 July 2010;

The Guarantor hereby unconditionally and irrevocably guarantees as and for its own debt to each holder of each Senior Subordinated ABF(NL) Note (each a “Noteholder” and together the “Noteholders”) to pay or procure to pay such amounts to the Noteholders who have not obtained due payment from the Issuer if and when such amounts fall due under the Terms and Conditions. The Terms and Conditions are those set out in the Base Prospectus and the relevant Final Terms, included by reference in the present Senior Subordinated Guarantee. This Senior Subordinated Guarantee is enforceable against the Guarantor upon first demand sent by the holder by registered mail to the registered office of the Guarantor.

This Senior Subordinated Guarantee is granted by the Guarantor on a senior subordinated basis. This means that in the event of a dissolution or liquidation of the Guarantor (including the following events creating a “*concours de créanciers/samenloop van schuldeisers*”: bankruptcy (“*faillite/faillissement*”); judicial reorganisation (“*réorganisation judiciaire/gerechtelijke reorganisatie*”) and judicial or voluntary liquidation (“*liquidation volontaire ou force/vrijwillige of gedwongen liquidatie*”) (other than a voluntary liquidation in connection with a reconstruction, merger or amalgamation where the continuing corporation assumes all the liabilities of the Guarantor)), the holders of Senior Subordinated ABF(NL) Notes irrevocably waive their rights to equal treatment with other unsecured creditors (“*créanciers chirographaires/chirografaire schuldeisers*”). Consequently, the holders of Senior Subordinated ABF(NL) Notes agree that upon the occurrence of any of the events described in the preceding sentence, the Guarantor will have no obligation to pay any principal or interest due to them until all Senior Creditors of the Guarantor have been paid, or the funds necessary to satisfy the Senior Creditors have been put in escrow (“*en consignation/in consignatie*”).

“Senior Creditors” means all creditors who are depositors or other general, unsubordinated creditors.

The Base Prospectus has been approved by the Belgian Banking, Finance and Insurance Commission on 21 September 2010.

It is understood that any payments to be made under this Senior Subordinated Guarantee shall be made in the currency of the underlying ABF(NL) Notes.

This Senior Subordinated Guarantee is a continuing guarantee and nothing but payment in full of the amounts due by the Issuer in application of the Notes hereby guaranteed shall discharge the Guarantor of its obligations hereunder in respect of such ABF(NL) Notes.

This Senior Subordinated Guarantee shall be governed by, and interpreted in accordance with, English law.]

This Senior Subordinated Guarantee may be executed in any number of counterparts.

All actions arising out of or based upon this Senior Subordinated Guarantee are to be brought before the competent courts in Brussels.

In witness whereof, the Guarantor has authorised and caused this Senior Subordinated Guarantee to be duly executed and delivered as of 21 September 2010.

On behalf of AXA BANK EUROPE SA

Member of the Management Board

ANNEX 4: ANNUAL ACCOUNTS AXA BELGIUM FINANCE (NL) BV
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ANNEX 5 : ANNUAL ACCOUNTS AXA BANK EUROPE SA
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ISSUER

AXA BELGIUM FINANCE (NL) B.V.

Ginnekenweg 213
4835 NA Breda
The Netherlands

ISSUER AND GUARANTOR

AXA BANK EUROPE SA

Boulevard du Souverain 25
B- 1170 Brussels
Belgium

FISCAL AGENT, PRINCIPAL PAYING AGENT

Dexia Banque Internationale à Luxembourg, société anonyme

69 route d'Esch
L-1470 Luxembourg
Grand Duchy of Luxembourg

PAYING AGENT, CALCULATION AGENT

AXA BANK EUROPE SA

Boulevard du Souverain 25
B- 1170 Brussels
Belgium

AUDITORS

To ABF(NL)

PricewaterhouseCoopers Accountants N.V.
P.O. Box 90357
1006 BJ Amsterdam
The Netherlands

To AXA BANK

PricewaterhouseCoopers Bedrijfsrevisoren CVBA
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Belgium