The Orange Business Services Defined Contribution Pension Plan

Member Guide

March 2021

January 2021

Welcome to the Orange Business Services Defined Contribution Pension Plan

The Orange Business Services Defined Contribution Pension Plan ('the Plan'), which commenced on 1st January 2003, provides you with an excellent retirement savings opportunity and the flexibility to tailor your savings strategy and eventual benefits to meet your personal needs. This Plan, which is run by a board of Trustees dedicated to acting in its members' best interests, also acts as the qualifying scheme through which Orange Business Services fulfills its obligations under the auto-enrolment legislation.

The Plan operates on a defined contribution (or 'money purchase') basis. In simple terms, this means that your contributions and those of your Employer are paid into a 'Retirement Account' in your name, and invested in accordance with your choice of investment options up to the point you retire (if you don't want to choose your own investments, your Retirement Account will be invested in the Plan's default option). At retirement, you may take up to 25% of your Retirement Account as a tax free cash sum and use the remainder of your Retirement Account to provide benefits in a format that suits you (such as purchasing an annuity or taking taxed cash payments via drawdown). Depending on your choice of benefit, you may need to transfer your Retirement Account out of the Plan. Further details about your retirement options can be found on page 20. You will also receive further guidance about your benefit options from the Plan's Trustees as you approach your Selected Retirement Age, and other sources of help and information will be made available to you at that time.

The Plan is not contracted-out of the State Pension Scheme, so you will still receive any State pension benefits to which you are entitled, on top of the benefits you accumulate within the Plan.

While you may have other sources of income at retirement, you will find the Plan's long-term savings potential to be a valuable benefit. We strongly encourage you to take some time to read through this guide to understand the Plan's benefits more fully. If you have further questions about the Plan, or wish to discuss your entitlement to benefits, please refer to the HR portal, iris, at https://iris.hrs.intraorange/ or contact 'askHR' on +1 703 471 2400 or CVS 357 5975.

Finally, although you will find plain English throughout this guide, we have had to use some technical terms. These are defined on pages 2 to 6.

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[1] *The objective of this Guide is to summarise the benefits available to you as a member of the Plan. The full provisions of the Plan are contained in the Trust Deed & Rules (as amended) which is held by the Trustees. The Trust Deed & Rules is the formal document that constitutes, and governs benefits payable from, the Plan. Should there be any discrepancy between this Guide and the Plan's Trust Deed & Rules, the latter will prevail. Therefore, the Guide cannot be taken to be a legally binding document. The Trustees and the Company reserve the right to make alterations to the Plan at any time.*

THE PLAN AT A GLANCE

Membership of the Plan helps you to fund your retirement with important tax breaks and allows you to tailor the type of benefits you eventually receive to suit your personal needs. It gives you:

Simplicity

- You are required to contribute to the Plan; however, your Employer will also make a significant contribution
- Your Retirement Account balance can increase in line with Plan contributions and grow over time with investment performance*
- You use your accumulated Retirement Account to provide benefits in the form you want at retirement
- You can securely access your Retirement Account online to keep in close touch with how your retirement savings are progressing*

Choice

- A range of investment options to suit different needs
- You choose the format of benefits you want at retirement, including the opportunity to take a tax-free lump sum
- The option to purchase benefits for any dependant(s)

Flexibility

- The option to pay additional tax-privileged contributions if you wish
- Full choice about how you take your benefits, direct from the Plan or via a transfer-out
- The chance to regularly review and revise your investment decisions online, to reflect the format of benefits you want at retirement or to suit your changing circumstances
- The opportunity to retire early or late

Security

- Additional income when you retire
- State benefits to add to your benefits from the Plan
- Lump sum benefits to protect your family and dependants if you die before retirement

*The value of your Retirement Account can go down as well as up.

DEFINITIONS

Annual Allowance: The maximum contribution (including Member and Employer contributions) that can be paid to all registered pension arrangements each year and qualify for tax relief is subject to the overriding limit of the Annual Allowance. Contributions in excess of this annual limit during each Pension Input Period (tax year) will be allowed but, broadly speaking, will be taxed as if they were part of your income. The standard Annual Allowance is set at £40,000 for the 2021-2022 tax year.

If your taxable income plus the value of your total pension savings (your 'Adjusted Income') in any tax year is £240,000 or more, a Tapered Annual Allowance will apply to you for that tax year. For every £2 of Adjusted Income you have in excess of £240,000, your Annual Allowance will reduce by £1, subject to a minimum Annual Allowance of £4,000. However, if your 'Threshold Income' (i.e. your taxable income ignoring the value of your total pension savings in any tax year, unless these are paid via salary sacrifice) is lower than £200,000, the Tapered Annual Allowance will not apply to you (all figures applicable to the 2020-2021 tax year). You should be aware of these provisions when planning how much you can pay in a tax efficient way towards your pension savings in each tax year. Please see https://www.gov.uk/guidance/pension-schemes-work-out-your-tapered-annual-allowance for further information and for definitions of Adjusted Income and Threshold Income.

Annuity Purchase Lifetime Investment Programme: This is the investment programme designed for members who wish to use their Retirement Account to purchase an annuity when they retire (after taking 25% of their Retirement Account as a tax free cash sum). This Lifetime Investment Programme is available as a self-select investment option, so any members wishing to take an annuity when they retire, and who wish to make use of this Lifetime Investment Programme, will need to select it online or by contacting Aviva by telephone.

Basic Earnings: Your Basic Earnings is your annual rate of basic salary. Basic Earnings are limited to the Earnings Cap for calculating the Employer's contribution and death-in-service benefits.

Cash Lump Sum Lifetime Investment Programme: This is the investment programme designed for members who wish to take their entire Retirement Account as a single cash lump sum at retirement (25% of which would be tax free, with the remaining 75% being taxed at marginal rates of income tax). This is a self-select investment option, so any members wishing to take their Retirement Accounts as a single cash lump sum at retirement and who wish to make use of this Lifetime Investment Programme, will need to select it online or by contacting Aviva by telephone.

Company: Orange Business Holdings UK Limited as Principal Employer of the Plan.

Earnings Cap: This is the Plan-specific limit that applies to your Basic Earnings for the purpose of calculating Employer contributions and death-in-service benefits. The Earnings Cap is £170,400 for the 2020/2021 tax year and will increase each tax year in line with inflation.

Eligible Jobholders: Workers between the ages of 22 and State Pension Age who earn over £10,000 a year (2021-2022 figures). Eligible Jobholders are generally automatically enrolled into the Plan on the first day of the month following 2 complete months after commencement of employment or up to one month after they meet the criteria.

Employer: Orange Business Holdings UK Limited or any other associated or subsidiary employer which may employ members of the Plan.

Entitled Workers: UK Workers between the ages 16 and 74 who earn less than £6,240 a year (2021-2022 figures). Entitled Workers are not automatically enrolled within the Plan, but can request to join it voluntarily.

HMRC: Her Majesty's Revenue & Customs (formerly the Inland Revenue).

Income Drawdown Lifetime Investment Programme: This is the investment programme designed for members who wish to transfer their Retirement Account out of the Plan when they retire and (after taking up to 25% of their pension savings as tax free cash) wish to take income drawdown from the remainder of their pension savings (whether via 'Out of Scheme Flexible Access Drawdown' or via a transfer to an individual arrangement of your choice). Although income drawdown is not a benefit format that can be taken direct from the Plan, the Trustees make this Lifetime Investment Programme available for those members who want to take their benefits in this format via a transfer-out at retirement. This is also the Plan's default investment option and, therefore, will automatically apply to members' Retirement Accounts unless they select an alternative investment option online or by contacting Aviva by telephone.

Lifetime Allowance: This is the maximum total value of tax relieved pension savings that you can build up over your whole lifetime across all registered pension schemes. For the 2021-2022 tax year the Lifetime Allowance is £1,073,100 and is expected to remain so until April 2026.

Lifetime Investment Programme: An arrangement which is designed to reduce your exposure to investment risk as you approach retirement. Lifestyle investment programmes automatically transfer the assets in your Retirement Account from higher risk (or more volatile) funds into lower risk (or less volatile) funds as you approach your Selected Retirement Age. There are three Lifetime Investment Programmes available to members of the Plan, each one designed to offer a long-term investment strategy suitable to one of the three different formats of benefits available to members of defined contribution schemes (see 'Annuity Purchase Lifetime Investment Programme'; 'Income Drawdown Lifetime Investment Programme'; and 'Cash Lump Sum Lifetime Investment Programme').

These arrangements are designed to protect the value of your Retirement Account in the run-up to your retirement relative to the cost of providing the relevant benefit format to which they relate. You are not obliged to use one of the three Lifetime Investment Programmes, although the Income Drawdown Lifetime Investment Programme is the Plan's default investment option (and will therefore automatically apply to your Retirement Account if you do not actively choose how you want your Retirement Account invested).

Money Purchase Annual Allowance ('MPAA'): This is the maximum contribution (including Member and Employer contributions) that can be paid to all registered pension arrangements each year and qualify for tax relief for an individual who has started drawing benefits flexibly from any registered pension arrangement. In other words, the MPAA applies to anyone who starts drawing their pension savings through any taxed cash payment or via income drawdown. However, pension savings below £10,000 in any single pension arrangement can be taken as a single cash instalment without the MPAA applying to future contributions.

For the 2020-2021 tax year, the MPAA is £4,000. Contributions in excess of the annual limit will be permitted but will not benefit from income tax relief. This means that, if you have already taken a taxed cash payment or you are already taking income drawdown from any registered pension scheme, and contribute more than £4,000 to the Plan in any tax year, you will be taxed on the additional contributions made (including those by the Employer) in excess of the MPAA and taxed again on the benefit that you eventually receive when you retire. This limit is not to be confused with the Annual Allowance.

You will be notified if you take benefits that trigger the MPAA. It is then your responsibility to notify any pension arrangements to which you are (or begin) contributing if the MPAA applies to you. If you do not make this notification within 91 days of being told that you have triggered the MPAA, you may be fined.

Non Eligible Jobholders: These are UK Workers who are:

- Aged between 16 and 21, or between State Pension Age and 74, and earn over £10,000 a year (2021-2022 figures); or
- Aged between 16 and 74, and have earnings between £6,240 and £10,000 a year (2021-2022 figures).

Non Eligible Jobholders are not automatically enrolled within the Plan but can request to opt in.

Normal Pension Date: Your 65th birthday.

Pension Input Amount: The monetary value of the total contributions paid to your Retirement Account in the Plan during a Pension Input Period, which is assessable against the Annual Allowance (or the Tapered Annual Allowance of the MPAA, if applicable).

Pension Input Period: A period of twelve months starting on 6 April each year, to coincide with the tax year.

Pensions Salary Sacrifice: This is the default arrangement for the administration and payment of your Member pension contributions. Under this arrangement your contribution is no longer liable to National Insurance (‘NI’) contributions. You can apply to opt out of this arrangement if you wish. Some employees may not be eligible to participate in this arrangement depending on their earnings level; you will be notified if this applies to you.

Pensions Salary Sacrifice Deduction: This is the gross value of your Member pension contributions which you sacrifice from your contractual base salary and which is then paid into your Retirement Account on your behalf as an additional Employer pension contribution.

Plan: The Orange Business Services Defined Contribution Pension Plan.

Plan Service: The period of service you complete with your Employer after you join the Plan. It usually ends when you retire from the Plan or when you leave the Plan, if earlier.

You can be treated as continuing in Plan Service while you are temporarily absent from work, although this is at the Employer's discretion.

Plan Year: A period of twelve months, starting on 1 January each year. The Trustees produce an annual Report & Accounts for each Plan Year and this is available to members on request from your local HR Consultant.

Reference Salary: This is your base salary before the Pensions Salary Sacrifice Deduction. This is retained and used for the purpose of calculating standard Employer contributions, your death in service benefits payable from the Orange Business Services Death Benefits Plan, and certain pay and benefit items of bonus, sales commission earnings and future pay rises. Upon leaving Pensions Salary Sacrifice, your contractual base salary will revert to your Reference Salary for all purposes.

Retirement Account: The personal account that the Trustees will set up for you when you join the Plan. Your own contributions (if you opt out of Pensions Salary Sacrifice) and those of your Employer will be paid into this account together with any returns on your investments (net of the relevant charges).

Salary Protection Limit: This is the minimum level of annual taxable earnings required in order to be eligible to participate in Pensions Salary Sacrifice. If your post-sacrifice annual taxable earnings (combined with any other salary sacrifice selections) would fall below this limit (or the pro rata equivalent if you work reduced hours), you would not be eligible to start, or continue, participating in Pensions Salary Sacrifice. The Salary Protection Limit is reviewed each year.

Scheme Pays: A mechanism through which you can pay an Annual Allowance Tax Charge (arising due to payments of excess Pension Input Amount into the Plan) through a partial disinvestment from your Retirement Account. Use of Scheme Pays is subject to your total Annual Allowance Tax Charge being at least £2,000.

Selected Retirement Age: This is the age specified by you to Aviva as the age at which you intend to retire from the Plan. If you have not specified a Selected Retirement Age to Aviva, the Plan's Normal Pension Date (your 65th birthday) will apply. You can notify your Selected Retirement Age to Aviva at any time by calling them on 0800 068 1431. Your Selected Retirement Age will be used for the purpose of any Lifetime Investment Programme that your Retirement Account is invested in.

Tapered Annual Allowance: This is the reduced Annual Allowance that will apply to you for any tax year during which your total taxable income (plus the value of your pension savings during that tax year) (your 'Adjusted Income') is £240,000 or more. If this applies to you, your Annual Allowance for the said tax year will be reduced by £1 for every £2 of your Adjusted Income above the £240,000 threshold, subject to a minimum Tapered Annual Allowance of £4,000 (figures applicable to the 2020-2021 tax year).

If your total taxable income ignoring the value of any pension savings unless these are paid via salary sacrifice (your 'Threshold Income') during any tax year is less than £200,000, the Tapered Annual Allowance will not apply to you during that tax year (figures applicable to the 2020-2021 tax year).

See ‘Annual Allowance’ for further details.

Trustees: The Trustees are responsible for the management and administration of the Plan, and also for the safekeeping of the money and investments belonging to the Plan. They also have other duties and powers that are described in various sections of this guide.

It is the Company’s intention that there should be six Trustees. Four are appointed by the Company and the remainder are nominated and selected by the members and known as ‘Member Nominated Trustees’. The Trustees hold regular meetings and their decisions are taken by a majority of Trustees at each meeting.

Worker: An employee who is aged between 16 and 74 and who is working or ordinarily working in the UK and is deemed to be a worker under the pension auto-enrolment legislation. Workers are categorised into Eligible Jobholders, Non Eligible Jobholders and Entitled Workers.

JOINING THE PLAN

Eligibility

Automatic enrolment for Eligible Jobholders

If you are a new employee, you will be automatically enrolled into the Plan on the first day of the month following two complete calendar months* after the commencement of your employment (or up to one month after you meet the criteria), if you are deemed to be an ‘Eligible Jobholder’ under the pensions auto-enrolment legislation.

** If your employment commencement date is the first day of the month, you will be automatically enrolled (if eligible) on the first day of the month after three calendar months.*

The table below confirms the relevant enrolment date for each month in which employment starts.

Month in which your employment start date falls	1st of the month in which you will be automatically enrolled, if eligible
January	April
February	May
March	June
April	July
May	August
June	September
July	October
August	November
September	December
October	January
November	February
December	March

An ‘Eligible Jobholder’ is any employee of the Employer who is aged between 22 and State Pension Age, and who earns over £10,000 a year (£833 a month) (2021-2022 figures). If you initially do not meet these criteria, you will be automatically enrolled into the Plan when you do (unless you have by that time already opted-in voluntarily).

You will not be required to complete an Application Form. Your Retirement Account will be automatically invested in the Income Drawdown Lifetime Investment Programme (see the accompanying ‘How contributions are invested’ brochure at https://library.aviva.com/tridion/documents/view/aepen155b.pdf for further details about this default investment arrangement). If you would prefer to make your own investment selection from the range of fund options available within the Plan, full details of the options available to you can be found in the ‘Choosing your own investments’ brochure at https://library.aviva.com/tridion/documents/view/aepen155c.pdf.

You can then make changes to the investment of your Retirement Account by gaining secure online access to it via Aviva’s membersite (www.aviva.co.uk/membersite). Details about how you register and set up a password to gain online access will be sent to you by Aviva shortly after you have joined the Plan. Alternatively, please refer to the

'Benefit Information' in the section 'Other Important Information' later in this Guide for details about how to gain online access to your Retirement Account.

Whilst you are a contributory member, you are encouraged to complete and submit a Nomination Form (sometimes known as an Expression of Wish Form) (see Appendix A). This details the beneficiaries to whom you would like any death benefits payable from both the Plan and the Orange Business Services Death Benefits Plan paid. This form assumes that you wish the same nominees to receive all or a share of any benefits payable from both Plans; however, if you would like to nominate different beneficiaries for all or a share of each Plan's benefit, you can request such by writing to the Trustees of each Plan separately. If you leave the Plan before your retirement, you should update your nominated beneficiary details direct with Aviva using the contact details provided on page 33.

You can ask to join the Plan at any time (i.e. before you are automatically enrolled or after you have opted-out). If you wish to do so, you should refer to Aviva's microsite at http://aviva.aepensions.co.uk/orangebusinessservices or call Aviva on 0345 605 4289.

Opting out

If you are automatically enrolled into the Plan, there is an opt out window of one month (running from the date on which you are notified that you have been automatically enrolled). You can opt out of the Plan during this one month period and, if you do, your contributions will be refunded back to you (or an ex-gratia payment from the Company will be made if Pension Salary Sacrifice applies to you), and you will be treated as if you had never joined the Plan. The Enrolment Notice you receive from Aviva will tell you how to opt-out of the Plan under these circumstances.

If you withdraw from the Plan after the expiry of the one month opt out window, you should refer to the section 'Leaving the Plan' to see what benefits would apply to you.

Automatic re-enrolment

If you do opt out or withdraw from the Plan whilst still employed, you will normally be automatically re-enrolled into the Plan within time limits set by the Government (broadly speaking, this will be every three years) if you are an Eligible Jobholder. You can opt out again at this stage if you wish. Conversely, having opted-out or withdrawn from the Plan whilst still employed, you can opt in to the Plan at any time if you request this in writing; if you do so, the benefits to apply will be those applying to new members at the time, subject to the potential requirement to provide medical evidence of good health.

Opting in and Joining for Non Eligible Jobholders and Entitled Workers

The Plan is available to any employee deemed to be a 'Worker' under the pensions auto-enrolment legislation. If you are a Non Eligible Jobholder or an Entitled Worker you will not be automatically enrolled until you meet the criteria of an Eligible Jobholder set out above.

Non Eligible Jobholders

A Non Eligible Jobholder is an employee who is:

- Aged between 16 and 21, or between State Pension Age and 74, and earns over £10,000 a year (2021-2022 figures); or
- Aged between 16 and 74, and earns between £6,240 and £10,000 a year (2021-2022 figures).

Non Eligible Jobholders will not be automatically enrolled into the Plan, but can request to opt in.

Entitled Workers

An Entitled Worker is an employee who is:

- Aged between 16 and 74 and earns less than £6,240 a year (2021-2022 figures).

Entitled Workers will not be automatically enrolled into the Plan, but can request to join.

If you do not opt in or ask to join the Plan, you will be automatically enrolled when you fulfill the criteria of an Eligible Jobholder, as detailed above.

To opt in or join the Plan, please refer to Aviva's microsite at http://aviva.aepensions.co.uk/orangebusinessservices or call Aviva direct on 0345 605 4289. If you opt in or join the Plan, you will be encouraged to also complete and submit a Nomination Form (sometimes known as an Expression of Wish Form) (see Appendix A). This details the beneficiaries to whom you would like any death benefits payable from the Plan and the OBS Death Benefits Plan paid. This form assumes that you wish the same nominees to receive all or a share of any benefits payable from <u>both</u> Plans; however, if you would like to nominate different beneficiaries for all or a share of each Plan's benefit, you can request such by writing to the Trustees of each Plan separately care of HR.

Opting out

Non Eligible Jobholders who opt in to the Plan may subsequently elect to opt out. There is an opt out window of one month (commencing from the date on which you are notified that you have been automatically enrolled). You can opt out of the Plan during this one month period and, if you do, your contributions will be refunded back to you (or an ex-gratia payment from the Company will be made if Pensions Salary Sacrifice applies to you), and you will be treated as if you had never joined the Plan. The Enrolment Notice you receive from Aviva will tell you how to opt-out of the Plan under these circumstances.

If you withdraw from the Plan after the expiry of the one month opt out window, you should refer to the section 'Leaving the Plan' to see what benefits would apply to you.

If you are an Entitled Worker who has chosen to join the Plan, and you change your mind and wish to withdraw from the Plan whilst still employed, you should refer to the section 'Leaving the Plan' to see what benefits would apply to you. Entitled Workers are not entitled to an opt out window.

Auto-enrolment and the impact on benefits payable from the Orange Business Services Death Benefits Plan

As an employee of Orange Business Services you are entitled to funding through World of Benefits for a core lump sum death in service benefit of three times your Basic Earnings. This benefit is payable from the separate Orange Business Services Death Benefits Plan. (You may select a higher benefit entitlement under World of Benefits, but any entitlement above the core level will need to be funded by you; also, any such changes can only be made via World of Benefits on 1 January each year, or as a result of any agreed 'Life Event'.)

If you are auto-enrolled into the Plan (or if you opt-in or join voluntarily), you will continue to be eligible for funding through World of Benefits for a core lump sum death in service benefit payable from the Orange Business Services Death Benefits Plan of three times your Reference Salary (or Basic Earnings if you do not participate in the Pensions Salary Sacrifice arrangement). As referred to above, you will retain the option to select a higher benefit, although this is not conditional on you being an active Plan member. If you do select this higher benefit entitlement, this will need to be funded by you via World of Benefits, and would be unaffected by any subsequent decision you make to opt out or withdraw from the Plan (provided you remain in employment with the Employer).

Insurance terms applicable to the lump sum death in service benefit entitlements from the Orange Business Services Death Benefits Plan

Your entitlement to a lump sum death in service benefit from the Orange Business Services Death Benefits Plan is subject to any terms and conditions imposed by the insurer with which the trustees of that plan insure the benefits.

Pensions Salary Sacrifice

When you join the Plan (whether through auto-enrolment, opting-in or joining) you will automatically be enrolled into the Pensions Salary Sacrifice arrangement (if you are eligible). Under this arrangement, you 'sacrifice' an amount of your salary equal to the value of your Member contribution to the Plan (resulting in a reduced contractual base salary and reduced NI liability); this amount is then paid into your Retirement Account by your Employer, in addition to the Employer's standard contribution. The amount paid to your Retirement Account is therefore exactly the same, but your Member contribution is no longer liable to NI contributions. As a result, your take home pay increases. Also, if you participate in Pensions Salary Sacrifice (and are doing so at the commencement of the World of Benefits year), you will normally be entitled to a Flex Credit for your use in buying benefits in World of Benefits. This Flex Credit (which is not a guaranteed payment) will accrue from month to month, and would cease if you left Pensions Salary Sacrifice for any reason. The Company reserves the right to change any of the terms relating to the Flex Credit or withdraw it without compensation at any time.

Automatic enrolment within Pensions Salary Sacrifice will only apply if you are eligible to participate in this arrangement. Most employees are eligible to contribute to the Plan through Pensions Salary Sacrifice but, if participation (combined with any other salary sacrifices you make – e.g. for Childcare Vouchers) would reduce your annual taxable earnings to less than the Salary Protection Limit (or its part-time equivalent if you work reduced hours), then you would not be eligible to participate in Pensions Salary

Sacrifice.

This is to prevent your pay falling beneath the legal requirement to receive the National Minimum Wage and should also ensure that your eligibility to receive State benefits (such as statutory sick pay) is not affected. The Salary Protection Limit is reviewed each year.

As a matter of personal choice you could choose to remain in the Plan, but apply to opt out of Pensions Salary Sacrifice (under these circumstances you would just pay your Member contributions in the normal way). In such cases, you will not be eligible for any NI savings, and any entitlement to a Flex Credit in World of Benefits would cease. You can opt out of Pensions Salary Sacrifice by contacting HR.

Personal Pensions

The Company believes that running the Plan and making contributions to it on your behalf is a valuable way of providing retirement and death benefits for you and your family. Consequently, no Employer will contribute to an alternative personal pension or a stakeholder pension.

Transferring-in Benefits from Other Pension Arrangements

Subject to the Trustees' approval, you may be able to transfer the cash value of benefits you have from other pension arrangements into the Plan. The Trustees are not obliged to accept a transfer-in and may not do so if it would result in an unacceptable administrative burden or cost to the Plan.

If you are interested in transferring benefits to the Plan, you should ask for a transfer quotation from the administrator of your previous pension arrangement and consider the value of any benefits you are giving up with those you could secure within the Plan. You may also be required to provide evidence that you have consulted a regulated financial adviser before you make a final decision. You will need to meet the costs of consulting a regulated financial adviser. If you wish to proceed with a transfer in, you should then contact Aviva on 0800 068 1431 and request a transfer in form.

YOUR RETIREMENT ACCOUNT

The Trustees will set up a personal Retirement Account for you when you join the Plan. They will use this account to keep a record of the contributions made while you are a member plus any returns on your investments.

You will receive an annual benefit statement that illustrates the balance in your Retirement Account (although you can obtain an up to date balance at any time via the Aviva membersite). Your Retirement Account will be used to provide you and your dependants with benefits at retirement, death, or on leaving the Plan. Please refer to the sections entitled 'Your Benefits at Retirement', 'Protection for your Dependants' and 'Leaving the Plan' respectively for additional details.

Making Contributions

Unless you opt out of (or you are ineligible for), the Pensions Salary Sacrifice arrangement, on joining the Plan (via automatic enrolment, opting in or joining) you will sacrifice from your annual salary an amount equal to your annual Member contribution (plus any Additional Voluntary Contributions you choose to pay). Your contractual base salary will be reduced to reflect the sacrifice. This amount will then be paid (on a monthly basis) to your Retirement Account by your Employer, in addition to the relevant Employer contribution.

The rates of Member and Employer contributions are shown below:

Contributions (% of Basic Earnings)		
Age	Member	Employer*
Up to 39	3	6
40 to 49	4	8
50 and above	6	10

**Basic Earnings are limited to the Earnings Cap (£170,400 for the 2020-2021 tax year) for calculating the Employer's contribution.*

If you contribute to the Plan through the Pensions Salary Sacrifice arrangement, your pre-sacrifice salary will be retained (as your 'Reference Salary') for the purpose of calculating the standard Employer contribution rate and your lump sum death in service benefits payable from the Orange Business Services Death Benefits Plan. If you opt out of Pensions Salary Sacrifice, you will still pay the relevant Member contributions whilst you remain in Plan Service. You should also be aware of the impact on your entitlement to any Flex Credit under World of Benefits if you opt out of Pensions Salary Sacrifice.

Tax Relief

Whether or not you participate in Pensions Salary Sacrifice, contributions to your Retirement Account will be made in a tax efficient way. If you do not participate in Pensions Salary Sacrifice, your Member contributions are deducted from your pay before tax is calculated, so they will usually attract relief at your highest marginal rate of tax. For example, if you pay 20p tax on each £1 you earn (i.e. 20%) and you contribute £100 each month, your take home pay will only reduce by £80.

If you participate in Pensions Salary Sacrifice, your Employer pays what would otherwise be your Member contributions. Although you do not receive tax relief on Employer contributions, you do not pay income tax on Employer contributions either, so the net effect is the same as it would be if you were paying Member contributions from your gross salary.

The following table shows the total contributions payable for a Plan member aged between 50 and 59 with basic Earnings of £40,000 a year, and the real cost to the employee after tax relief:

Basic Earnings	£40,000
Member contribution rate of 6%	£2,400 pa (or £200 a month)
Employer contribution rate of 10%	£4,000 pa (or £333 a month)
Total contribution	£6,400 pa (£533 a month)
The cost to you after tax relief	£1,920 pa (£160 a month)

National Insurance Savings (through Pensions Salary Sacrifice)

In addition to benefitting from the tax efficiencies referred to above, participating in Pensions Salary Sacrifice means you will also see a reduction in any National Insurance you would otherwise have to pay and, as a result, your net take home pay will increase. The amount of increase will depend on the amount you earn and the amount you contribute to your Retirement Account. In the 2020-2021 tax year, most employees under State Pension Age pay NI of 12% on earnings between £9,500 and £50,000 and 2% NI on earnings over £50,000.

The table below gives examples of annual NI savings based on 2020-2021 rates and a range of salaries/contribution rates:

Reference Salary (annual gross salary before Pensions Salary Sacrifice)	£25,000	£40,000	£65,000
3% of Basic Earnings contribution (Pensions Salary Sacrifice reduction in pay)	£750	£1,200	£1,950
Your NI saving (Increase to your take home pay)	£90	£144	£39
4% of Basic Earnings (Pensions Salary Sacrifice reduction in pay)	£1,000	£1,600	£2,600
Your NI saving (Increase to your take home pay)	£120	£192	£52
6% of Basic Earnings contribution (Pensions Salary Sacrifice reduction in pay)	£1,500	£2,400	£3,900
Your NI saving (Increase to your take home pay)	£180	£288	£78

How much can I contribute to the Plan?

Although there is no limit on the amount you can save in a registered pension scheme, there is a limit on the contributions that can be paid by you (and in respect of you) each year that qualify for tax relief. This limit is called the Annual Allowance and, for the

2020-2021 tax year, this stands at £40,000. Tax relief is also restricted to 100% of your earnings.

From April 2016 a new Tapered Annual Allowance has applied meaning that, for every £2 of Adjusted Income you have in excess of £240,000, your Annual Allowance will reduce by £1, subject to a minimum Tapered Annual Allowance of £4,000. However, if your Threshold Income (i.e. your Adjusted Income ignoring the value of your total pension savings in any tax year, unless these are paid via salary sacrifice) is lower than £200,000, the Tapered Annual Allowance will not apply to you (figures applicable to the 2020-2021 tax year). You should be aware of these provisions when planning how much you can pay in a tax efficient way towards your pension savings in each tax year. Please see https://www.gov.uk/guidance/pension-schemes-work-out-your-tapered-annual-allowance for further information and for definitions of Adjusted Income and Threshold Income.

If your Pension Input Amount (i.e. the total contributions, including those made in respect of you by your Employer, together with any AVCs and bonus you may sacrifice to the Plan) exceeds your Annual Allowance (or, where applicable, your Tapered Annual Allowance or the Money Purchase Annual Allowance) in any tax year, you may be liable for a tax charge based on the excess contribution.

Contributions that you may pay into any other registered pension arrangements in the same year also count towards your Pension Input Amount, so any such contributions need to be considered when assessing your own position relative to the contribution limit for tax relief.

If you are considering sacrificing any bonus into the Plan, you should first verify your current Pension Input Amount before proceeding, since any Pension Input Amount in excess of the Annual Allowance will give rise to an additional tax charge (broadly equivalent to the tax relief applied to the excess when originally paid). You can verify your own current Pension Input Amount into the Plan by contacting the Aviva member helpline on 0800 068 1431.

Any unused Annual Allowance from the previous three Pension Input Periods can currently be carried forward and offset against your excess Pension Input Amount in the current Pension Input Period. (This arrangement does not, however, apply if you are subject to the Money Purchase Annual Allowance.)

What happens if you do breach the Annual Allowance?

If your Pension Input Amount into the Plan exceeds the Annual Allowance (or the Money Purchase Annual Allowance, where applicable) during any Pension Input Period, you will be notified after the end of that Pension Input Period via a Pensions Saving Statement; this statement will also include details of your Pension Input Amounts for the three preceding Pension Input Periods (which you can carry forward if you are not subject to the Money Purchase Annual Allowance). If you still exceed the Annual Allowance after taking into account any unused Annual Allowance carried forward from the previous three Pension Input Periods, as an alternative to settling any Annual Allowance Tax Charge direct with HMRC, you may be able to elect to settle the charge that relates to the Plan direct from your Retirement Account (this is called 'Scheme Pays'). Even if you do pay an Annual Allowance Tax Charge using Scheme Pays, it is still your responsibility to tell HMRC of this liability via your personal tax return.

If you think you will be affected by this, you should contact a regulated financial adviser.

Charges

As a Member you are required to meet the investment-related and administrative costs of your membership via a Total Expense Ratio ('TER') which is deducted from your Retirement Account. Each fund option has its own TER, which comprises an Annual Management Charge (or 'AMC') and an Additional Expenses Charge (which is applicable only to some fund options). Full details of the TER applicable to each fund option can be found in the separate 'Choosing your own investment funds' brochure which can be viewed at https://library.aviva.com/tridion/documents/view/aepen155c.pdf. TERs are subject to review from time to time.

You may also be required to meet the costs associated with securing your benefits at retirement. Regardless of whether you wish to use your Retirement Account to purchase an annuity, provide income drawdown or a single cash payment, you are strongly encouraged to seek regulated financial advice before you make any decisions. You can either use your own regulated financial adviser to oversee the provision of your benefits or you can use Aspire who are a regulated firm of financial advisers designated by the Trustees through their contract with Aviva. Under either approach, there will be charges so you should ensure that you check what charges apply before taking financial advice.

The Company meets the other costs of running the Plan.

Making Extra Payments to the Plan – Additional Voluntary Contributions ('AVCs')

If you want to save more towards your pension, AVCs usually provide a flexible, tax-efficient way of topping up your Retirement Account. AVCs are your own contributions; your Employer does not add any matching payments. Pensions Salary Sacrifice (assuming you are eligible and remain opted in) also means that any AVCs you elect to pay to your Retirement Account will be treated as Employer contributions, so that you can maximise your NI saving.

You can revise the AVCs you are paying (including how often you pay them) or start/stop making payments at any time through World of Benefits (see worldofbenefits.orange.com); the effective date of any changes you make will need to reflect payroll cut-off dates. You can also make one off lump sum AVC payments (via a deduction by payroll) into your Retirement Account at any time using World of Benefits.

Any AVCs will be invested in the fund(s) and proportion(s) you have chosen for your standard contributions to the Plan. Like your standard contributions, they attract relief at your highest marginal rate of tax (subject to the Annual Allowance – see above) and, if you participate in Pensions Salary Sacrifice, you maximise your NI saving too.

At retirement, the value of your AVCs (including any investment return) will be used to determine your accumulated Retirement Account balance, so will be used to provide extra retirement benefits.

Maximising your Retirement Savings

You can increase your savings towards retirement by paying AVCs to the Plan or contributing to any number of pension arrangements outside the Plan (for example, a personal pension arrangement or stakeholder plan). Neither the Company nor the Trustees are able to give you advice about whether it is in your best interests to contribute to a personal pension/stakeholder plan and/or pay AVCs to the Plan. If you need this type of financial advice you should consult a regulated financial adviser. Remember that any AVCs (or contributions to registered schemes outside the Plan) that you elect to pay will need to be included in your Pension Input Amount for the relevant tax year.

You should bear in mind this annual limit on tax-relieved contributions if you pay AVCs or if you sacrifice any bonus into your Retirement Account within the Plan, since you may exceed the Annual Allowance and incur a tax charge. (See the section 'How much can I contribute into the Plan' above.) This is particularly important given the Tapered Annual Allowance which has applied from the 2016-2017 tax year.

Why Consider AVCs?

You may find AVCs particularly useful if:

- *You want to build as big a Retirement Account as possible for your retirement*
  The Lifetime Allowance will govern the value of the benefits you can take without incurring an additional recovery tax. Paying AVCs can help you maximise your Retirement Account within that limit.
- *You are starting to save for your retirement later in your working life*
  If you join the Plan later in life (and have not previously been a member of a pension scheme) you will have less time to build up benefits – AVCs can help you make up for lost time, although you should bear in mind the Annual Allowance limit on the amount you can contribute to registered pension schemes in a tax efficient way in any tax year.
- *You are planning to retire early*
  If you retire early, you will have less time to build your Retirement Account. You can use AVCs to accumulate benefits more quickly while you are working.
- *You have taken (or are planning to take) a break in service*
  Paying AVCs can help you compensate for a break in Plan Service – in the past or the future.

Among other issues, you should remember that any AVCs will be invested until you retire. Although AVCs may be an appropriate method of saving towards retirement for many people, there may be more flexible or more tax-effective forms of investment available to you. If you are in doubt, you should consult a regulated financial adviser.

MAKING INVESTMENTS

The value of your Retirement Account will be shaped by:

- how much money is paid (via contributions) into the funds you choose to invest your Retirement Account in;
- the investment performance of those funds;
- charges; and
- should you wish to buy a pension, the terms on which your Retirement Account is converted to an annuity (known as annuity rates).

The Trustees will invest contributions paid to your Retirement Account in your choice of investment funds, from the range made available through the group policy with Aviva. Separate investment literature describing fund choices and fund charges is available (see https://library.aviva.com/tridion/documents/view/aepen155c.pdf for details of the self-select options and https://library.aviva.com/tridion/documents/view/aepen155b.pdf for details of the default option that applies where no self-select option has been chosen). The investment return you receive is tax free (except for any income from dividends on investments in UK company shares).

Assets and Funds

There are a number of different types of investments or 'assets'. The most common forms of investment for pension funds in the UK are:

- company shares (equities);
- fixed-interest investments (bonds, usually known as 'gilts' if issued by the British Government); and
- cash investments (often in a deposit account).

An investment 'fund' allows you to invest in a pool of assets, such as shares in a collection of companies. The value of your investment will rise or fall in line with general market movements.

The funds available are either 'active' or 'passive'. Active funds seek to pick particular stocks that they believe will beat general market movements for the type of investment concerned. Passive funds seek to achieve returns in line with general market performance, as measured by an index (for example, the FTSE All Share Index for UK company shares). Passive fund managers do not take any views over which stocks will perform best.

You will find details of all the available funds and their charges in the separate Aviva brochure 'Choosing your own investments' (see https://library.aviva.com/tridion/documents/view/aepen155c.pdf).

The Plan's Investment Options

The Trustees have selected a range of investment funds to suit different needs. The overall range available comprises:

- three 'Lifetime Investment Programmes' (each one designed to be suitable for a member who intends to take their benefits at retirement in one of the three

formats now available from defined contribution pension schemes); and
- a range of self-select funds designed to facilitate access to all of the main asset classes available within the market for those members who wish to take a more active role in the investment of their Retirement Accounts.

The Trustees take investment advice to ensure that the funds designated for members' use are independently well-rated and closely review performance (relative to targets and suitable benchmarks) to ensure each fund option remains suitable. The Plan's overall investment strategy is also subject to a full review every three years. Where appropriate (whether as part of the three-year review or as part of their continuous monitoring), the Trustees will take action to replace investment funds to ensure that the Plan's investment options remain suitable.

Choosing Your Investment

There's no 'right' way of making investments – the choice that's appropriate for you will depend on your personal circumstances.

Each type of investment will have a different level of possible reward – over the short or long term – and this is usually linked to the level of risk involved. Risk refers to the possible changes in the returns involved with a particular investment. No-one can guarantee you a particular level of return or even that you will get back the amount you have invested.

For example, when you buy shares in a company, you run the risk that the company or industry will perform badly and the value of your investment will fall. Equities are more risky than many other investments because their value will rise or fall in line with movements in the stock market. However, although there are no guarantees, in the past they have given higher long-term returns than most other forms of investment. Many pension plan members in the UK aim to maximise pension benefits through investment in equity markets for the majority of their working lifetimes.

Other types of investment will give you more security, but the possible reward may be lower. However, they can be useful in different ways, particularly to protect your accumulated Retirement Account from sudden fluctuations in value as you approach retirement. For example:

- Cash investments can help to protect the value of the Retirement Account you have built up as you approach retirement. This is particularly helpful if you are looking to use part or all of your Retirement Account to provide a cash lump sum at retirement.

- At retirement, if you choose to use your Retirement Account to buy a pension annuity, the cost will depend on the prevailing annuity prices. Some types of funds move in line with changes in annuity prices. For fixed or level annuities, a fixed-interest fund provides an appropriate match. For annuities that increase in line with Retail Price Inflation, an index-linked fund is likely to be appropriate.

NB. The Plan's Annuity Purchase Lifetime Investment Programme uses selected investment funds with the above objectives in mind. It may not, therefore, be suitable for members who do not intend to use their Retirement Accounts to take 25% of its value as tax free cash and use the balance to purchase a pension annuity at retirement. Two *other Lifetime Investment Programmes are available, notably the Cash Lump Sum Lifetime Investment Programme (designed to be suitable for members who wish to take their Retirement Account as a single cash lump sum at retirement) or the Income Drawdown Lifetime Investment Programme (designed to be suitable for members who wish to transfer their Retirement Account out of the Plan at retirement in order to take their pension savings via income drawdown or multiple cash payments).*

The most important thing to remember is that risk is closely linked to possible investment return. The higher the risk, the greater the possible reward (or, indeed, loss). Lower-risk investments, on the other hand, will generally offer a lower rate of return (or, indeed, loss).

Making Your Decision

You can invest the contributions deposited into your Retirement Account in a range of different investment funds designated by the Trustees (the range is detailed in the separate investment brochure 'Choosing your own investments' – see https://library.aviva.com/tridion/documents/view/aepen155c.pdf). The minimum percentage to any one fund is 1% of your total contribution. You are permitted to invest in up to ten funds at any one time.

If you are automatically enrolled into the Plan, your Retirement Account will be invested in the Income Drawdown Lifetime Investment Programme (see the separate brochure 'How contributions are invested' at https://library.aviva.com/tridion/documents/view/aepen155b.pdf for details of this default investment arrangement).

If you wish to change the way your Retirement Account is invested, you can do so via secure access to your Retirement Account through Aviva's online membersite facility (www.aviva.co.uk/membersite). Details about how you register and gain access to this online service will be sent to you by Aviva shortly after you join the Plan. Alternatively, you can call Aviva to register for this service at any time, or if you have lost your login details.

If you opt in or join the Plan, you will be able to change how your Retirement Account is invested using the same online facility. If you do not make an alternative selection on opting in or joining, your Retirement Account will be invested in the Income Drawdown Lifetime Investment Programme.

Changing Your Decision

Contributions to your Retirement Account are a long-term investment, so you should review your investment selections regularly, particularly if your personal circumstances change. For example, you may want to switch your money to another fund option or change your option for future contributions.

You may make either of these changes at any time, and there is currently no administrative charge in either case (although underlying costs of buying and selling your investments will be incurred by your Retirement Account). You can switch investment funds online by logging-on to www.aviva.co.uk/membersite. You will need your member reference number as shown on your pension statement to gain online access to your Retirement Account.

YOUR BENEFITS AT RETIREMENT

Normal Pension Date for the Plan is your 65th birthday.

If you are aged 55 or over and you are still a contributing member of the Plan, you may be able to take your benefits before your Normal Pension Date as long as you cease participation in the Plan at the same time (and you should contact your local HR Consultant if you are interested in this option, *before approaching Aviva to draw your benefits early*). If you are a deferred member, you may take your benefits early from age 55 (and can approach Aviva directly with any request to do so).

If you are suffering from serious ill-health, you may even be able to take your benefits before age 55, although you would need to provide medical evidence to the Trustees. You should keep in mind that the earlier you retire, the less time you will have had to build up your Retirement Account; also, if you want to buy a pension annuity when you retire, the cost of buying a pension early will be higher since, potentially, that pension will need to be paid over a longer period.

You can also retire after your Normal Pension Date. Under these circumstances, if you continue working for your Employer past your Normal Pension Date, you and your Employer may continue to pay contributions to your Retirement Account in the same way and under the same allowances until the age of 75, when contributions no longer attract tax relief. If you died in this scenario (i.e. after Normal Pension Date, whilst still working for your Employer and contributing to the Plan, and before you have taken your benefits), the death benefits payable would be the same as those applicable to the death of a contributing member under Normal Pension Date (subject to any terms and conditions imposed by the insurer in respect of any benefits payable from the separate Orange Business Services Death Benefits Plan). The tax treatment of death benefits will also depend on whether you have accessed any of your Retirement Account and if you are under the age of 75, after which appropriate tax rates will usually apply.

Your Benefit Options at Retirement

When you retire from the Plan, you may use your Retirement Account to provide one of the following benefits options direct from the Plan:

- An annuity which is purchased from an insurance company (with or without a tax free cash lump sum up to the value of 25% of your Retirement Account); or
- A single cash lump sum equal to the value of your Retirement Account (25% of which would be tax free, with the remainder being taxed at marginal rates of income tax).

Alternatively, you may transfer your Retirement Account out of the Plan to a suitable individual pension arrangement, from which you could take income drawdown or multiple cash payments from your pension savings in instalments throughout your retirement as and when you choose. The ability to take income drawdown or multiple cash payments in instalments from your Retirement Account is not available direct from the Plan and you would therefore need to transfer your Account out of the Plan to an individual pension arrangement to be able to take your benefits in this form (further details of your options are given below).

All benefits taken from the Plan will be assessed against the prevailing Lifetime

Allowance at the time you draw them.

The benefit options available to you at retirement are set out in more detail below.

Tax-Free Cash

When you retire from the Plan you will usually be able to take up to 25% of the value of your Retirement Account as a tax free cash lump sum. The remainder of your Retirement Account can then be used in conjunction with any of the benefit options set out below (although, if transferring your Retirement Account out of the Plan in order to gain access to income drawdown or multiple cash payments, you will need to take any tax free cash from the arrangement you transfer to, rather than from the Plan before any transfer).

Some individuals who were contributing to a pension scheme before April 2006 may have a tax free cash entitlement of more than 25% of their Retirement Account, and this enhanced entitlement has been automatically protected. You will be notified at retirement if you have a protected entitlement to a greater tax free cash sum. (NB. If you transfer your Retirement Account out of the Plan, you will lose any protected tax free cash you are entitled to.)

There is an overriding limit on the total amount of tax free cash you can take from all registered schemes; this is 25% of the prevailing Lifetime Allowance at the time of your retirement. For example, based on a Lifetime Allowance of £1,073,100 (2021-2022 tax year), tax free cash would be limited to £268,275.

Buying a pension (annuity)

Under this option, you would use your entire Retirement Account (or your residual Retirement Account after taking any tax free cash) to purchase a pension with an insurance company, payable from when you retire for the rest of your life. You would be able to select the type of annuity you receive from when you retire. The options (which can be combined) include:

- An annuity payable just to you for the rest of your life, or an annuity that continues in payment to your spouse, partner, dependant or child after you die;
- An annuity that remains fixed in amount throughout your retirement, or an annuity that increases annually at a specified rate;
- An annuity with an attaching guarantee period so that, in the event of your death during the guarantee period, the annuity would continue to be paid to a dependant in full for the remainder of that period. Alternatively, you can opt for a guarantee period that would pay a lump sum to your estate in the event of your death that represents the unpaid instalments of your annuity in respect of the remaining period of the guarantee.

The amount of pension income that your annuity would pay to you depends on a number of factors, the main ones being annuity prices available in the market at the time of your retirement and the format of annuity you select from the options outlined above.

For example, if you select an annuity that includes additional elements, such as annual increases (instead of a level annuity), or an annuity with a dependant’s pension (instead of one that would cease upon your death), it is expected to be more expensive to purchase and, therefore, the amount of the pension payable would be lower.

‘Level’ annuities provide a higher income to start with than annuities that increase but the payments will then stay the same for life. This means that the purchasing power of the annuity income will reduce over time, due to inflation.

Annuity prices vary considerably between providers in the market at any one point in time and so it is important to take advice from a regulated financial adviser if you are considering this option. A regulated financial adviser will be able to advise you about which type of annuity would suit your personal circumstances and support you through the annuity purchase process to ensure that your final choice of annuity is purchased with an insurance company on the best terms and prices available in the market.

It is important to shop around. Remember that annuity purchases are a lifetime commitment, so you should not rush to make a final decision.

Take your entire Retirement Account as cash

Under this option, you can take your entire Retirement Account in one or more cash payments at retirement (these cash instalments are called ‘Uncrystallised Funds Pension Lump Sums’). The first 25% of each instalment would be tax free, whilst the remaining 75% would be treated as income for tax purposes and taxed in line with marginal rates of income tax. (In practice, Aviva are likely to use the emergency rate of income tax in this context, but you will be able to reclaim back the difference between that and your marginal rate of tax from HMRC; you will need to apply to do this.)

Taking your Retirement Account as cash is distinct from the income drawdown option (described below) where your entire tax free cash entitlement can only be taken as part of the first payment you take from your retirement savings (as opposed to being part of each instalment you take throughout your retirement).

Taking cash withdrawals may have implications for people with debt or who may be entitled to means-tested benefits. If you are concerned about this aspect, you should consult a regulated financial adviser.

It is important to note that, depending on the value of your Retirement Account at retirement, you may have to pay income tax at a rate higher than the rate which would normally apply to your day-to-day earnings. For example, you may have to pay 40% or even 45% tax on some of the cash you receive from your retirement savings if the cash lump sum you receive pushes your total income for that particular tax year over the relevant earnings threshold. For this reason, it is important that you think carefully about, and take time to understand, the implications of taking cash from your pension savings.

On average, people aged 55 today are expected to live to their mid-to-late 80s, and a large number will live to an even higher age. It is important not to underestimate your own life expectancy, or forget that you might far exceed it. If you are considering this option, you should think about how to use the money to provide an income throughout your retirement.

If you plan to take a cash instalment to invest somewhere else, you should check what the charges are for the new arrangement before you transfer your Retirement Account out of the Plan.

Furthermore, taking your Retirement Account through this option will limit the level of your future contributions to any registered pension schemes that are eligible for tax relief to the ‘Money Purchase Annual Allowance’ (£4,000 for the 2021-2022 tax year). This is particularly relevant if you think that you will either re-join the Plan after leaving and transferring your benefits out or if you think you will contribute to any other registered pension schemes in the future after taking retirement from the Plan.

Within the Plan, you can currently take your Retirement Account as a single cash instalment at retirement. No charges would apply to you for taking your benefits in this form (although underlying costs may be incurred in selling your investments).

If you wanted to take your pension savings via multiple cash instalments (i.e. multiple ‘Uncrystallised Pension Funds Lump Sums’), you would need to transfer your Retirement Account out of the Plan to an alternative pension arrangement from which this benefit format could be taken. You would not be charged to transfer your Retirement Account out of the Plan by the Trustees or Aviva, although set-up and ongoing charges may be levied by your new arrangement, and these will vary from provider to provider. Moreover, underlying costs may be incurred by your fund in selling and buying your investments when you transfer your Retirement Account.

This benefit option allows you to manage your tax liability in any tax year, since it permits you to determine how much taxable income you receive and when.

If you are considering transferring your Retirement Account in order to take multiple cash payments from your pension savings, you should think about how much you need to take out in each instalment and for how long your money needs to last. If too much money is taken out too quickly, the available pension savings could fall drastically or even run out, especially if stock markets fall. Furthermore, your remaining pension savings between instalments will still be invested, and may fall in value.

Charges can reduce the money received. You should check whether there are any charges or other reductions to your pension savings when a cash instalment is taken. Providers and schemes may also make ongoing charges on any remaining savings, so it is important to consider the impact of these charges.

Take Income Drawdown

Under this option, you can draw a taxable cash income direct from your pension savings, as and when you choose. However, as this benefit format is not available directly from the Plan, you would be required to transfer your Retirement Account to a suitable individual arrangement from which you could take this benefit (for further information, see below).

You can still take up to 25% of your pension savings as tax free cash, but you would need to take any tax free cash as the first instalment you draw from the individual arrangement to which you transfer your Retirement Account (i.e. you currently have only one opportunity to take your tax free cash entitlement when you transfer your pension savings to an income drawdown arrangement; otherwise you would lose your tax free cash entitlement). All subsequent payments that you drawdown from your pension savings would then be treated as income for tax purposes. Such payments would be added to your income from all other sources in that tax year and taxed in line with marginal income tax rates. Hence, you may incur income tax at a rate higher than your current level.

This benefit option allows you to manage your tax liability in any tax year, since it permits you to determine how much taxable income you drawdown and when. However, while you have much more flexibility over how you may use your pension savings, your remaining (undrawn) pension savings will still be invested and may fall in value; you will also continue to be liable for fund charges on these remaining savings.

If you are considering this option, you should think about how much you need to take out every year and for how long your money needs to last. If too much money is taken out too quickly, the available pension savings could fall drastically or even run out, especially if markets fall.

You will also still be able to contribute more to your pension savings in the arrangement to which you transfer your Retirement Account. However, your future contributions which are eligible for tax relief will be limited to the ‘Money Purchase Annual Allowance’ (£4,000 for the 2021-2022 tax year) from the point you start to drawdown *taxable* income.

You would not be charged to transfer your Retirement Account out of the Plan by the Trustees or Aviva. However, set-up and ongoing charges may be levied by the arrangement to which you transfer to, and these costs will vary from provider to provider. Moreover, underlying costs may be incurred in selling and buying your investments when you transfer your Retirement Account (these are the same costs that you would incur if you changed your investment selection within the Plan).

Charges can reduce the money received. You should check whether there are any charges or other reductions to your pension savings when a withdrawal is made. Providers and schemes may also make ongoing charges on any undrawn money, so it is important to consider the impact of these charges.

If you wish to take your Plan benefits via income drawdown you now have an additional option through which to do so; this is called ‘Out of Scheme Flexible Access Drawdown’ and will be automatically included as a retirement option in the pre-retirement pack that Aviva send you in the run up to your Selected Retirement Age.

Under this option, you would still transfer your Retirement Account out of the Plan, but to an individual arrangement with Aviva (as opposed to another pension provider). You would be able to take tax free cash and choose how to invest the remainder of your retirement savings within Aviva’s core range of funds (these are different from the Plan’s self-select fund options). However, the base charge applicable to your ongoing investments will mirror the base Annual Management Charge (‘AMC’) applicable under the Plan *at that time*. The current base AMC under the Plan is 0.23% pa. As with the Plan’s investments, additional expense charges may also be payable and these will reflect Aviva’s pricing structure.

Although the Trustees have agreed to designate this additional option for Plan members wishing to take their retirement benefits via income drawdown, it is important to note that the Trustees are not endorsing this option over any other, and have only made the additional option available to widen the choice for members seeking income drawdown at retirement. Any retirement savings transferred from the Plan in this way would no longer form part of the Plan's assets and would therefore fall outside of the Trustees' fiduciary remit.

It is very important that you seek regulated financial advice before deciding to take your benefits through income drawdown.

Regulated Financial Advice

As with all the retirement options available to you, it is crucial that you seek independent financial advice from a regulated financial adviser when considering which format of benefits is best for you and how you go about securing it. If you need help finding a regulated financial adviser, you can visit the Financial Conduct Authority's website at www.fca.org.uk/consumers/finding-adviser. The adviser will inform you of any charges that apply in return for their advice.

Alternatively, the Trustees make available the option to access regulated financial advice with a company called 'Aspire' through their contract with Aviva. Further details about this option can be obtained directly from Aviva by contacting them using the details provided in their pre-retirement correspondence. Information about Aspire can be obtained from their website at https://aspirefinancialadvisers.co.uk/. You are under no obligation to use Aspire and remain free to use any regulated financial adviser of your choice. When using a regulated financial adviser, always check what fees will be incurred for the advice they give you, and how these will be settled.

'Small Pots' commutation payments

Under the current rules, if the value of your Retirement Account is £10,000 or less at retirement and you are age 55 or over, you will be able to take the entire value of your Retirement Account as a single lump sum cash payment. This is called a 'small pots' commutation payment and, unlike the single or multiple 'Uncrystallised Funds Pension Lump Sum' payments detailed above, will not trigger the Money Purchase Annual Allowance.

So, if you are eligible and take cash from your Retirement Account in the Plan via this option at retirement, you will still be able to make future contributions to registered pension schemes and receive tax relief on those contributions up to the standard Annual Allowance.

Under this option, 25% of the value of your Retirement Account can be taken as a tax free cash sum, whilst the residual balance of your Retirement Account would be taxed at your marginal rate of income tax.

No charges would apply if you take your benefits from the Plan via this option (although underlying charges may be incurred through the selling of your investments in the Plan).

'Partial transfer & partial retirement'

Partial transfers and retirements are not directly available from the Plan. If you wish to use these options you will first have to transfer your entire Retirement Account to a provider that allows this.

Planning for your retirement

There are many tools and modellers available online that can help you plan in advance for your retirement. These allow you to model various scenarios to help you determine how much you might need to pay into the Plan now and during your working life in order to achieve the level of income you desire in retirement. The Plan's administrator, Aviva, makes available a pension calculator which you may find of interest. The Aviva pension calculator also allows you to see what level of benefits you could receive from the Plan in each of the different formats now available to you, as described above (i.e. tax free cash, buying an annuity; taking your Retirement Account as cash; and/or taking your pension savings via income drawdown).

The Aviva pension calculator is available online at:

https://www.aviva.co.uk/retirement/shape-my-future/plan-my-future/

Pension Wise

As an individual retiring from a defined contribution pension scheme, you will be eligible to receive free, impartial guidance about your benefit options up to one year before your retirement from the Plan through a new service set up by the Government. Further details of this new service, called 'Pension Wise' can be found at www.pensionwise.gov.uk.

Pension Wise will offer you the following services:

- Tailored guidance (online, over the telephone[2] or face to face) to explain what options you have and help you to think about how to make the best use of your pension savings;
- Information about the tax implications of different options and other important things you should think about; and
- Tips on getting the best deal, including how to shop around.

Choosing what to do with your pension savings is an important financial decision; you can often get more for your money by shopping around.

If you need more immediate support, you can appoint your own regulated financial adviser. If you need help finding a regulated financial adviser, you can visit the Financial Conduct Authority's website at www.fca.org.uk/consumers/finding-adviser. The adviser will inform you of any charges that apply in return for their advice.

You may be aware of the Government's efforts to combine the various financial guidance services under one umbrella. The Money and Pensions Service ('MAPS') combines the Pensions Advisory Service, Money Advice Service and Pension Wise into one organization. You can find out more information via www.moneyadviceservice.org.uk.

[2] Call 0800 138 3944 (between 8am and 10pm, Monday to Friday) if you are phoning from within the United Kingdom, or +44 203 733 3495 if phoning from abroad.

LEAVING THE PLAN

If you leave the Plan before you retire, your entitlement to benefits will depend on the length of your Plan Service. Transferring benefits from a previous pension arrangement will also impact upon your options. Further information regarding your options is available from Aviva.

Opting out within the one month opt out window

If you were automatically enrolled or opted into the Plan (see the section 'Joining the Plan' for more details) and you opt out within one month of the date advised to you on the Enrolment Statement issued to you by Aviva, you will receive a refund of your contributions from the Company. This will put you back in the position you would have been in had you never joined the Plan. The Enrolment Notice you receive from Aviva after being automatically enrolled into the Plan will tell you how to opt out under these circumstances.

Withdrawing after the one month opt out window

If you were automatically enrolled or opted into the Plan and withdraw from it after the expiry of this one month opt out widow, the value of your Retirement Account will remain in the Plan. No further contributions will be payable into your Retirement Account, but it will remain invested until you retire, die or transfer it out to another pension arrangement.

Leaving the Company within 30 days

If you were automatically enrolled, opted in or voluntarily joined (i.e. as an Entitled Worker) and you then leave the Company with less than 30 days' qualifying service in the Plan (without formally opting out of the Plan) you will receive a refund from the Trustees, less 20% tax, of the member contributions deducted from your gross pay (or an equivalent ex gratia payment from the Company if Pensions Salary Sacrifice applies to you).

Leaving the Company after 30 days

If you leave the Company with more than 30 days' qualifying service in the Plan and do not opt out (where this is applicable) the value of your Retirement Account will remain in the Plan. No further contributions will be payable into your Retirement Account, but it will remain invested until you retire, die or transfer it out to another pension arrangement

Transferring Your Retirement Account out of the Plan

You can ask the Trustees to transfer the cash value of your Retirement Account (including the value of any AVCs) to a suitable alternative pension arrangement, such as:

- a new employer's plan;
- a personal pension/stakeholder plan; or
- An individual arrangement for the purpose of taking your benefits via multiple cash payments or income drawdown (as described in the section 'Your Benefits at Retirement')

You will have to ensure that your new scheme is willing to accept a transfer.

You can ask for a transfer value quotation direct from Aviva at any time (you should tell Aviva if the quotation is being requested in connection with a divorce settlement, as they may need more information from you). This quote will be based on the value of your Retirement Account at the time and so cannot be guaranteed. You can also see the value of your Retirement Account at any time by accessing your account via Aviva's membersite. If you want to go ahead with the transfer, the amount transferred will be the value of your Retirement Account on the date of disinvestment. You will not be charged for transferring your Retirement Account out of the Plan (although underlying costs of buying and selling your investments would be incurred by your Retirement Account).

Additional Notes on transfers:

Should you ever wish to make a transfer, you will be provided with a written quotation of the amount you have available. You will receive the quotation within three months of your request. You will also receive written details of any other terms and conditions that apply.

If you decide to accept the transfer value, it will normally be paid within three months of your request.

You should be aware that the initial written quotation applies as of the date it is calculated; the actual amount transferred may be different.

If you transfer the value of your Retirement Account, you will leave the Plan and therefore give up your entitlement to any benefits from the Plan (including any protected tax free cash entitlement you may have) in exchange for benefits in your new scheme.

The benefits available to you following the transfer will depend on the type of pension arrangement chosen and the options available under it when you retire.

Before going ahead with a transfer, it is recommended that you take regulated financial advice.

PROTECTION FOR YOUR DEPENDANTS

In the event of your death whilst you are an employee of the Employer, you receive valuable protection for your family/dependant(s) through membership of the Plan and the Orange Business Services Death Benefits Plan. The following benefits are generally payable in the event of your death in employment prior to your retirement from the Plan:

– *Return of the value of your Retirement Account (including any AVCs)*

  As an active (or deferred) member of the Orange Business Services DC Pension Plan, the value of your Retirement Account will be paid to your nominated beneficiaries at the discretion of the Plan's Trustees. This sum will be paid as a lump sum as far as possible within your Lifetime Allowance. Any part that exceeds your Lifetime Allowance may be used to provide pension benefits for your dependants.

– *Additional salary-related lump sum payment*

  As an employee, you will receive funding through the Company's benefits programme (World of Benefits) for a core lump sum death in service benefit entitlement of three times your Basic Earnings. This benefit would be payable from the Orange Business Services Death Benefits Plan in the event of your death in service.

  As an active member of the Orange Business Services DC Pension Plan, you will continue to be eligible for funding through World of Benefits for the core lump sum death in service benefit of three times your Basic Earnings payable from the Orange Business Services Death Benefits Plan (although your entitlement will be based on three times your Reference Salary if you participate in the Pensions Salary Sacrifice arrangement). You will also have the option to select a higher benefit although this option is not conditional on you being an active Plan member; if you do select this higher benefit entitlement, it will need to be funded by you via World of Benefits, and would be unaffected by any subsequent decision you make to opt-out or withdraw from the Plan (provided you remain in employment with your Employer).

Who would receive any death benefits payable on your death?

To protect your position on inheritance tax, the Trustees of both Plans will decide who should receive the lump sum death benefit payable from their respective arrangements. However, you can tell them of your wishes by filling in and returning the Plans' Nomination Form (sometimes known as an Expression of Wish Form) (see Appendix A). (Additional copies of this form are available from - the World of Benefits site.) The form assumes that you wish the same nominees to receive all or a share of any benefits payable from <u>both</u> Plans; however, if you would like to nominate different beneficiaries for all or a share of each Plan's benefit, you can request such by writing to the Trustees of each Plan separately.

This Nomination Form is the appropriate form to complete and keep updated whilst you remain an employee of your Employer. If you leave employment and become a deferred member of the Plan, you should nominate updated beneficiaries direct to Aviva at that time by completing Aviva's form; as a deferred member of the Plan you should keep your nominated beneficiary details under review periodically, to make sure they continue to reflect your personal circumstances. If you leave the Employer, any completed Nomination Form you submitted to HR will be disposed of after five years in line with the Employer's data protection policy.

In the event of your death, benefits can be paid to a wide range of recipients, such as relatives, dependants, anyone named in your will, your estate, a charity, etc.

Benefits payable on death after you opt out or withdraw from the Plan

Where you opt out of or withdraw from the Orange Business Services DC Pension Plan but remain in employment, you will continue as an employee to be eligible for the relevant level of lump sum death in service benefits payable from the Orange Business Services Death Benefits Plan. Any lump sum paid in this context would include a return of the value of your Retirement Account built up whilst you were a member (assuming you had not transferred this out prior to your death).

Benefits payable on death after you cease employment with the Employer

If you cease to be employed by your Employer then your entitlement to the additional salary-related lump sum payment from the Orange Business Services Death Benefits Plan will cease altogether (although, whilst you remain a deferred member of the Plan, the return of the value of your Retirement Account would continue to be payable on your death before retirement). As noted above, if you leave the employment of your Employer you should, whilst you remain a deferred member of the Plan, submit updated nominated beneficiary details direct to Aviva and keep these updated to reflect your personal circumstances.

In the event that your lump sum death benefits exceed the Lifetime Allowance, the excess may be used to provide pension benefits for your dependants.

Any benefits payable in the event of your death will be subject to any specific terms, conditions or restrictions imposed by the insurer with whom the benefits are insured.

The Employer pays for the costs of insuring the additional salary related lump sum payment described above.

Benefits payable if you die in retirement

The benefits payable in the event of your death after you have settled your benefits from the Plan will depend on the format in which you have drawn them. If you have purchased an annuity, the insurance company with which your pension was secured will pay any dependants' pensions you bought with your Retirement Account when you retired.

If you bought a pension with an attaching guarantee (see the section entitled 'Your Benefits at Retirement'), the insurance company will continue to pay your pension to a dependant for the remainder of the guarantee period. If you opted for the payment of an annuity protection lump sum, the insurance company will pay it (subject to tax) to your estate.

If you took your entire Retirement Account as a single cash lump sum at retirement, then no further benefits will be payable from the Plan. The same applies if you transferred your Retirement Account out of the Plan in order to take multiple cash payments or income drawdown from your pension savings (although any remaining investments in the individual arrangement to which you transferred your Retirement Account may be payable as a death benefit to your beneficiaries; you would need to verify this with the provider of the arrangement you transferred to).

PAYMENT OF BENEFITS

Payment of annuities

If you select to purchase an annuity at retirement, this would be paid direct from the insurance company with whom it is secured (any tax free cash you elect would, however, be paid direct from the Plan by Aviva). Annuities can take a little while to finalise so, if you select this option at retirement, you are encouraged to return all paperwork required as quickly as possible, to avoid any unnecessary delays. Income from an annuity is treated for tax purposes as earned income. This means that your annuity will be taxed in a similar way to your pay during your working life.

Any dependant's pension will normally start on the day following your death.

Pension Increases

You can select a fixed/level pension that will start off higher but will not increase with the rise in prices in the future, or alternatively an increasing pension that will start off considerably lower but will go up in the future. You should think carefully about which option will best suit your personal circumstances in the future.

Settlement of your Retirement Account as a single cash payment

If you select to have your entire Retirement Account paid as a single cash payment when you retire, this payment will be made direct from the Plan by Aviva. The first 25% of the value of your Retirement Account would be tax free, whilst the remaining 75% would be taxable at marginal rates of income tax. It is possible that Aviva would apply the emergency rate of income tax to the taxable element of this payment, but you would be able to claim back the difference between this and your marginal rate of income tax from HMRC. You would need to apply to HMRC to do this.

Payment of income drawdown or multiple cash payments

If you select to take your Retirement Account through income drawdown or multiple cash payments at retirement, you will need to transfer your Account out of the Plan to a suitable individual arrangement from which these benefit formats can be taken. If you do not take the 'out of scheme flexible access drawdown' option, you will need to provide Aviva with the details of the external arrangement you want to transfer your Retirement Account to for this purpose. You should seek guidance from a regulated financial adviser for this purpose, to ensure that the arrangement you transfer your Retirement Account to is suitable and that the set-up and ongoing costs are competitive. The payment of your multiple cash payments or income drawdown instalments will then be made from this arrangement.

If you are taking income drawdown, you should note that any tax free cash you wish to take will need to be taken as part of your first income drawdown instalment.

OTHER IMPORTANT INFORMATION

Keeping up to date with your Retirement Account

You will receive a benefit statement from Aviva on an annual basis, showing the current value of your Retirement Account.

You don't have to wait for your regular benefit statement to keep in touch with your Retirement Account. You can obtain up-to-date fund values, investment performance results and switch investment funds over the internet by logging-on to your Retirement Account via Aviva's membersite, via www.aviva.co.uk/membersite. The site also includes some useful modeling tools that allow you to see the potential impact of paying contributions at varying levels into your Retirement Account.

You will need to register for this site with Aviva by going to the above website and clicking 'register' from the box on the right hand side of the screen. You will then need to input your personal details and set up a username and password. Aviva will check the personal details you have provided against their records and will send you an 'activation code' that you can use to complete your registration. You will then be able to gain access to your Retirement Account by clicking 'log in' from the box on the right hand side of your screen.

Further information can be obtained from Aviva via their website or helpline; please mention the name of the Plan ('The Orange Business Services Defined Contribution Pension Plan') and quote the Plan reference (F56993):

www.aviva.com
Tel: 0800 068 1431
Email: NGPcustomerservices@aviva.com

You can ask Aviva for details of your Retirement Account at any time, and this could include an estimate of the transfer value that would be available if you left Plan Service.

Documents Available on Request

A number of documents connected with the Plan are available upon request. These include:

- the Trustees' Annual Report and Accounts. These are prepared following the end of each Plan Year (31 December) and contain general information about the Plan, mainly of a financial nature.

- the Plan's Trust Deed & Rules. The Plan is governed by a Trust Deed and will be administered by the Trustees in accordance with its Rules.

- the Payment Schedule showing the contributions your Employer has agreed to pay to the Trustees.

You will not be charged to view of any of these documents. However, the Trustees reserve the right to make a charge to cover any costs they incur, where a copy of a document is provided for personal use.

Temporary Absence

If you are temporarily absent from work, in circumstances other than those set out below, you and your Employer will continue to contribute to the Plan whilst you are in receipt of a salary or benefit through the insured income protection policy. You will normally continue to be covered for the death-in-service benefits during your period of temporary absence (generally up to age 70 if your absence is due to illness or injury, or for up to 3 years for any other reason), based on the salary you are in receipt of at your date of death.

On your return to work, after a period of unpaid absence, you may make up any missed contributions subject to the Company's consent.

If you participate in the Plan through Pensions Salary Sacrifice, the Employer will continue to pay an additional Employer contribution (in lieu of your Member contribution) whilst you are in receipt of salary. Save as set out below, where you are no longer eligible to receive your salary during a period of absence, the additional Employer contribution paid through Pensions Salary Sacrifice will cease to be paid.

During any period of employment where you are in receipt of employee benefits payable to you pursuant to an Income Replacement Insurance benefit or Permanent Health Insurance ('PHI') benefit or similar, from time to time in force, your eligibility to receive, and the amount of any pension contributions made by you or on your behalf by the Employer, will be wholly governed by the terms and conditions of such scheme.

Maternity Leave

During any paid maternity leave, you will pay contributions at the standard rate of contributions applicable to your age, based on the pay you receive. Your Employer will continue to pay its standard contribution based on your Basic Earnings before you commenced maternity leave and will make up the difference between your actual contributions and those you would have paid based on your Basic Earnings before the start of maternity leave.

Neither you nor your Employer will be required to pay contributions during any unpaid maternity leave.

On your return to work, you may make up contributions missed during any unpaid maternity leave and, if you do so, your Employer will pay its contributions at the corresponding standard rate.

You will continue to be covered for death-in-service benefits throughout the whole period of your maternity leave.

For members who participate in Pensions Salary Sacrifice, your Employer will continue to pay both its standard Employer contribution and the additional Employer contribution (in lieu of your Member contribution) into your Retirement Account during the maternity pay period only. Both will be based on your Reference Salary. These Employer contributions will be made during the amount of maternity leave taken by you within the maternity pay period (of up to 39 weeks). The remaining 13 weeks of statutory maternity leave is unpaid and during this unpaid period, no Employer contributions will be made.

At its discretion, the Employer may offer any employee returning from maternity leave the ability to pay AVCs through Pensions Salary Sacrifice in order to top-up the missed additional Employer contributions for the unpaid period of maternity leave. If this option is taken, the Employer would then also top-up the missed standard Employer contributions relating to the same period.

If you decide to share your maternity leave with your partner, then you should contact your local HR Consultant for further details.

Paternity & Adoption Leave

If you are absent on paid paternity or adoption leave, your membership of the Plan will continue for pension purposes and death-in-service benefits will continue to apply as if you were working normally. You will be required to contribute to the Plan during paid paternity or adoption leave, but your contributions will be based on the pay you actually receive. Your Employer will continue to pay its standard contributions based on your Basic Earnings before you commenced paternity leave and will make up the difference between your actual contributions and those you would have paid based on your Basic Earnings before the start of paternity or adoption leave.

Neither you nor your Employer will be required to pay contributions during any unpaid paternity or adoption leave.

On your return to work, you may make up contributions missed during unpaid paternity or adoption leave and, if you do so, your Employer will pay its contributions at the corresponding standard rate.

Similar provisions to those detailed under maternity leave apply if you are on adoption leave.

For members who participate in Pensions Salary Sacrifice, the same principles described under Maternity Leave (above) will apply.

HMRC Approval and Limitations

The Plan is registered with HMRC under Chapter 2 of Part 4 of the Finance Act 2004. The Plan has been established under a trust arrangement which is managed by the Trustees and ensures that the Plan's assets and investments are kept totally separate from those of the Employer.

Registration brings a number of valuable tax advantages; for example, the tax relief you obtain on your contributions. Also, some benefits can be paid tax-free.

Title to Benefits

Your benefits under the Plan are personal. You cannot promise them to anybody else, or offer them as security for a loan.

State Pension Benefits

The Plan provides benefits in addition to State benefits.

A forecast of your State pension can be requested online from The Pensions Service at www.direct.gov.uk/en/Pensionsandretirementplanning/StatePension/index.htm.

Changes To or Termination of the Plan

The Trustees and the Company can make changes to the Plan at any time. You will be notified in writing of any changes that affect you.

The Company intends to continue the Plan indefinitely. However, it does reserve the right to terminate contributions at any time in accordance with the provisions set out in the Trust Deed and Rules.

If the Plan is terminated, your Retirement Account will remain invested until it is used to provide benefits for you or your dependants.

A commitment from us

If you are under 75, work or usually work in the UK, and earn over £6,240 a year (2020-2021):

- we must by law continue to maintain your membership of a scheme that meets certain government standards; and
- if your membership of such a scheme ends (and it is not because of something you do or fail to do), we must by law put you into another scheme that meets government standards straightaway.

Change of Address

You must ensure that the Trustees are made aware of any change to your home address by keeping your PIMS record up to date and advising Aviva of any changes. This is particularly important if you leave the Plan before retirement, and also at retirement when benefits are due to be paid. If the Trustees do not know your correct address, we will not be able to pay your benefits.

Pensions on Divorce

Couples can share their pension rights as part of any overall divorce settlement.

'Pension sharing', as it is known, will take place if a court decides it is appropriate and issues a court order to the Trustees of the Plan. The Trustees must comply with the order, and will therefore have to allocate part of your pension rights to your ex-spouse. Your benefits will then be reduced accordingly. Pension sharing will not necessarily result in a 50/50 split of your Plan benefits and there are some benefits that are exempt from a pension sharing order.

The order can be implemented in a number of ways and the Trustees may incur costs in doing this. These costs will normally need to be met by you prior to the implementation of any pension sharing order. A "Schedule of Charges" showing the amount of the costs will be provided once notification of divorce proceedings has been given to the Trustees.

If you think your Plan pension may be shared as part of a divorce settlement and you need more information, please contact a member of the UK Human Resources team. All enquiries will be treated confidentially.

Data Protection Legislation

All information you provide will be held by the Trustees of the Plan, or by the Plan's administrators who act on behalf of the Plan to arrange and administer your entitlements. All the information requested is necessary and, without it, you would not be able to participate in the Plan. Information may also be passed to insurance companies to arrange particular entitlements, to actuaries to advise about your entitlements, to your Employer and to any future employer. The Plan may also be required to pass information to government or regulatory authorities. Details of how the Trustees manage your personal data in accordance with the legislation are set out in the Privacy Statement that was issued to you when you joined the Plan.

FURTHER HELP

If you have any questions about the Plan, or you would like further information about your entitlement to benefits under the Plan, please contact your local HR Consultant.

Internal Dispute Resolution Procedure

As required by the Pensions Act 1995, the Plan has a formal internal procedure for resolving any disputes which may arise. In the first instance you must address your complaint to the Head of Human Resources (UK), 4th Floor, The Porter Building, 1 Brunel Way, Slough, SL1 1FQ. In normal circumstances, you will receive a full response within two months.

If you are dissatisfied with this response, you will be entitled to refer the matter to the Plan's Trustees provided you do so within six months of receiving the first response. The Trustees will normally reply directly to you within two months.

Hopefully, any disputes will be cleared up quickly. However, if this is not the case, you may take your complaint to the Pensions Ombudsman.

The Pensions Regulator ('TPR')

This body was set up under the Pensions Act 2004 to regulate occupational pension schemes. Its role is to protect the interests of members and other beneficiaries, and to intervene in the running of schemes, where trustees, employers or professional advisers have failed in their legal duties under the Act.

Anyone will be able to take concerns about a scheme such as this to TPR. The Plan's auditor also has to alert TPR if it thinks something is wrong. The address of TPR is:

Napier House
Trafalgar Place
Brighton
East Sussex
BN1 4DW

Tel: 0345 600 1011
www.thepensionsregulator.gov.uk

The Pensions Advisory Service ('TPAS')

Now part of MAPS, TPAS provides a free and confidential service to assist members and beneficiaries. It is usual to contact TPAS through your local Citizens' Advice Bureau, but they may be contacted direct at:

The Pensions Advisory Service
11 Belgrave Road
London
SW1V 1RB

Tel: 0800 011 3797
www.pensionsadvisoryservice.org.uk

Pensions Ombudsman

The Pensions Ombudsman can support members, investigate and determine any complaint or dispute of fact or law in relation to a scheme made or referred to him. The Pensions Ombudsman may be contacted at:

The Pensions Ombudsman
10 South Colonnade
Canary Wharf
E14 4PU
Tel: 0800 917 4487
www.pensions-ombudsman.org.uk

Pensions Tracing Service

The Pensions Tracing Service (which is managed by The DWP) contains certain information from schemes with up-to-date records so that people can keep track of benefits they have in previous schemes. The Plan has been registered for this purpose, and has supplied information including the address at which the Trustees can be contacted.

You can contact the Pension Tracing Service at:

The Pensions Service 9
Mail Handling Site A
Wolverhampton
WV98 1LU

Tel: 0800 731 0193
https://www.gov.uk/find-pension-contact-details

The Orange Business Services Defined Contribution Pension Plan
& The Orange Business Services Death Benefits Plan
Appendix A: Nomination Form

Completed forms should be returned in a sealed envelope to the UK Human Resources Team for retention on behalf of the Plans' Trustees. The sealed envelope will only be opened in the event of your death. You are advised to keep your own copy of the completed Nomination Form before submission.

Completed forms will only be retained by the UK Human Resources Team whilst you are an employee of your Employer. If you leave the employment of your Employer, your entitlement to benefits within the Orange Business Services Death Benefits Plan will cease and, therefore, any Nomination Form held will be securely disposed of in line with the Company's data protection policy. However, if you retained a deferred benefit within the Orange Business Service Defined Contribution Pension Plan after you cease employment, you should submit updated nominated beneficiary details direct to Aviva, as your entitlement to a death benefit from this Plan will continue until you retire or transfer-out.

The form assumes that you wish the same nominees to receive all or a share of the combined benefit payable from <u>both</u> Plans; however, if you would like to nominate different beneficiaries for all or a share of each Plan's benefit, you can request such by writing to the Trustees of each Plan separately.

If you would like an acknowledgement of receipt for this form, please complete the separate slip attached and return to the UK Human Resources Team with your sealed envelope.

Section One: Personal Details

Full Name			
Home Address			
Employing Company			
National Insurance Number		**Date of Birth**	

Section Two: Nominated Beneficiaries for Death in Service Benefits

To: The Trustees of The Orange Business Services Defined Contribution Pension Plan & The Orange Business Services Death Benefits Plan

In the event of my death I would like the Trustees to exercise their discretion, in accordance with the relevant Plan Rules, to consider paying the death in service benefits to the person(s) shown below. I understand that this request is not binding on the Trustees.

Beneficiary's Full Name	**Home Address**	**Relationship to You**	**Proportion of Benefit Payable (%)**
TOTAL			**100%**

Although this form allows space for only three nominations for the death-in-service benefit, there is no restriction on the number of people you can nominate for this benefit. Please write a letter addressed to the Trustees (care of the UK Human Resources Team) if you wish to nominate more than three beneficiaries for this benefit. Please ensure that the proportions for this benefit add up to 100%.

I understand that payment of the benefits to which I am entitled will be made in the form of a tax free cash lump sum, as far as HMRC regulations permit.

I understand that this Nomination Form is not binding on the Trustees and may be revoked by me at any time by completion and submission of a new form. I note that the Trustees may arrange for any payment made by them to any child under age 18 to be held on trust until their 18th birthday.

I authorise the Trustees to hold and, in the event of my death, use this information in accordance with the requirements of the Data Protection Act 1998.

Signature	**Date**

The Orange Business Services Defined Contribution Pension Plan
& The Orange Business Services Death Benefits Plan
Nomination Form Acknowledgement Slip

Should you require an acknowledgement of receipt for your Nomination Form by the UK Human Resources Team, please complete your details in the box below and return with the sealed envelope containing your completed Nomination Form.

Name and address to be completed by Member if an acknowledgement is required:

For use by the UK Human Resources Team only

We acknowledge receipt of a Nomination Form dated .... completed by the member whose name and address appears in the above box.

Signature	**Date**