



Unofficial English translation from a French document  
For information purposes only

**ORANGE**

# **INTERNATIONAL EMPLOYEE SAVINGS PLAN**

Update August 30, 2021

## ORANGE PEGI

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## PREAMBLE

Orange, a French corporation (*société anonyme*) whose registered office is at 111 quai du Président Roosevelt 92130 Issy-les-Moulineaux (France), registered with the Nanterre Trade and Companies Register under number 380 129 866, hereinafter “**Orange**”, set-up on November 17, 2015 an International Employee Savings Plan (the Orange PEGI (*Plan d’Epargne Groupe International*)) for an indefinite period of time, to which some outside France registered Orange group subsidiaries had decided to adhere.

Orange represented by Stéphane Richard, acting in its capacity of Chairman and Chief Executive Officer], hereinafter “Orange”, having duly mandated Gervais Pellissier, Delegate CEO, Executive Director Human Resources and Group Transformation, having all powers for such purpose, has decided on August 30, 2021, in the perspective of the 2021 Employee Share Purchase Offering ( “**2021 Offering**”) as specified in Appendix 2 of this PEGI, the update of this new version of the Orange PEGI and the list of the “**Participating Companies**”.

The Participating Companies listed in Appendix 1, represented by the Delegate CEO, Executive Director Human Resources and Group Transformation, who has received a mandate from each of these companies for the purpose of updating the PEGI Orange rules to add in particular the references to the 2021 Offering, have decided to adhere or confirm their previous adhesion to this PEGI.

The purpose of the Orange PEGI is to allow employees from non-French subsidiaries to participate in a collective savings-system that provides them an opportunity to build up a portfolio of marketable securities with the contribution of their employer.

Companies with a registered office outside France entering in the Orange group’s scope of consolidation may request to adhere to the PEGI.

The provisions of this PEGI shall apply subject to local legislation of the Participating Companies.

The appendices form an integral part of this PEGI and are up dated periodically, as the case may be.

Terms in capital letters shall have the meanings in Article 1 of this PEGI, unless otherwise stipulated.

## TITLE I - GENERAL PROVISIONS

### Article 1. Definitions

The terms set out below in this PEGI shall have the meaning assigned to them in this Article.

#### **Account Holder**

The financial intermediary entitled and appointed by Orange in order to hold the account of Beneficiaries, acting in its name and on its behalf, for Orange Shares held through a FCPE or in pure registered form.

#### **Beneficiaries**

Any natural person who is an Eligible Employee and who subscribes to a Special Employee Offering of the PEGI or who already holds assets in the PEGI.

#### **Eligible Company**

Any legal entity member of the Orange group:

- (i) with a registered office outside France, and
- (ii) which is exclusively or jointly controlled by Orange pursuant to Article L.233-16 of the French commercial code or where Orange has a significant influence as defined in the same Article, and which is included in the scope of consolidation of the Orange group financial statements under full-consolidation method, and
- (iii) which is located in a country where more than two hundred (200) employees are employed on its behalf and/or on behalf of one or several other Orange group subsidiaries, save, for any country, when Orange is a duly licensed fixed or mobile telecommunications operator in which case no minimum employees are required in that country.

Legal entities which may be concerned by a Special Employee Offering are Orange group legal entities which meet the 3 above mentioned criteria at least thirty (30) days before the decision of the Board of Directors authorizing the launch of the Special Employee Offering.

#### **Eligible Employees**

Any natural person eligible to the Orange PEGI, as defined in Article 3.

#### **Employer Contribution**

The financial contribution a Participating Company may grant to its employees being Beneficiaries and effectively participating in the relevant Special Employee Offering, in accordance with any applicable local laws or regulations.

This Employer Contribution will allow the said Beneficiaries to receive Shares or Other Financial Securities additional to their subscription to the relevant Special Employee Offering as per the terms described in the offering documentation.

#### **FCPE**

An employee shareholding fund (*fonds commun de placement d'entreprise*) governed by Article L214-164 et seq. of the French Monetary and Financial Code attached to the present PEGI.

## **International PEG or PEGI**

The present international employee savings plan set-up by Orange to the benefit of employees of the Participating Companies.

## **Orange**

The French company Orange referred to in the preamble and which ensures coordination of the PEGI.

## **Orange group**

Orange and its consolidated subsidiaries taken as a whole, within the limits, if any, of the French regulation applicable to employee savings plan.

## **Participating Company**

Any Eligible Company which has adhered to the PEGI by signing a Participation Form. The list of the Participating Companies on the date hereof, is attached as Appendix 1 of the present PEGI.

## **Participation Form**

Form by which a company requests to participate in the PEGI, on the one hand by giving its express consent, without any limitation or restriction, on the terms and conditions, and on the other hand by granting (i) its agreement on the methods of calculation and the maximum amount of the Employer Contribution granted to the relevant Beneficiaries under the Special Employee Offering that has caused the request for adhesion to the PEGI and (ii) as the case may be, on the specific conditions taking into consideration legislation.

In the event of a Special Employee Offering proposed after the one which has caused the request for adhesion to the PEGI, the Participating Companies intending to participate in the new Special Employee Offering shall grant a power of attorney to a legal representative from Orange in order to amend the rules of the PEGI and consequently add the references to that new Special Employee Offering.

A draft Participation Form is attached as Appendix 2 of the present PEGI.

## **Shares or Other Financial Securities**

An Orange share, a financial security other than an Orange share but with the Orange share as underlying security (such as tracking shares), or a unit of the employee shareholding fund (*fonds commun de placement d'entreprise* or FCPE) established by Orange in relation to a Special Employee Offering and whose assets are mainly made up of Orange shares, pursuant to Article L214-165 of the French Monetary and Financial Code (*Code monétaire et financier*).

## **Special Employee Offering**

Any Shares and/or new or existing Other Financial Securities offering proposed to Beneficiaries of the PEGI (special employee offering, allocation of bonus share, etc.). The terms and conditions of the Special Employee Offerings are fixed in accordance with the French legislation.

## **TITLE II - SCOPE - PARTICIPATION**

### **Article 2. Scope / Participation of Eligible Companies**

The scope of this PEGI is composed of all the Participating Companies.

The Eligible Companies which are intending to become Participating Companies shall send to Orange a Participation Form duly completed and signed.

In order to give effect under any further Special Employee Offering, each Participation Form shall be received by Orange within the schedule established for the relevant Special Employee Offering.

The Participating Company shall communicate to Orange, at the same time as its Participation Form, copies of any possible authorizations required by the relevant authorities (stock exchange authorities, exchange control, tax law – any tax ruling – labor law...).

When adhering to the PEGI on the occasion of a Special Employee Offering, any and all possible authorizations required shall be communicated to Orange no later than when communicating its Participation Form.

### **Article 3. Eligible Employees**

Are eligible to the Orange PEGI:

- (i) the employees who have a contract of employment (as defined by the applicable local legislation) with a Participating Company, and
- (ii) the employees who are sent abroad by their employer, made available or expatriated by a Participating Company and whose contract of employment during this delegation, availability or expatriation is maintained, and

In addition, these employees under (i) or (ii) above shall in addition:

- be working within the Orange group for at least three (3) months at the date they ask for a remittance to the PEGI,
- not be eligible to the amended Orange French Employee Savings Plan (PEG) signed on September 8, 2000.

The retired employees or whose employment contract is terminated for any other reason, and whose company adhered to the PEGI before their departure from the company, may still be considered as Beneficiaries but cannot make any voluntary remittance after their departure from the Orange group.

### **Article 4. Formalities to be accomplished by Eligible Employees in order to participate in the Orange PEGI**

The Eligible Employees may participate to Special Employee Offerings if all possible requirements and applicable local procedures are complied with.

The adhesion of an Eligible Employee to the Orange PEGI shall come into effect at her/his first remittance is made to the PEGI.

Any remittance by an Eligible Employee, non-retired and still having an his employment contract with a Participating Company, and who has no or not anymore assets in the PEG, shall be considered as a first remittance entailing adhesion to the PEGI.

Each Participating Company shall inform its Eligible Employees of the terms and conditions of the PEGI and its operating provisions, so as of any changes or amendments referred to in Article 15. This information shall be made in accordance with any possible applicable local laws and regulations.

After signing its participation in the PEGI, each Participating Company shall communicate to Orange all documents and useful information for which Orange has a legitimate interest in being able to access this data under the PEGI or as part of the Special Employee Offering, subject to any local regulation on the protection of personal data. It notably relates to the following data concerning the

identity and contact details of Eligible Employees: quality, surname, name, date of birth, postal address, employee identifier, company of the employee, e-mail address.

Each Beneficiary shall then be responsible for updating with the Account Holder her/his personal data relating to her/his account.

### **TITLE III - PAYMENTS MADE TO THE ORANGE PEGI**

#### **Article 5. Financial resources**

##### **5.1. Sources of funding**

The funding of the PEGI may be ensured by the following resources:

- (i) any occasional voluntary remittances for the purchase or subscription of Shares or Other Financial Securities pursuant to commitments undertaken by Eligible Employees under Special Employee Offerings, and
- (ii) any possible Employer Contribution granted by the relevant Participating Company to individual remittances under Special Employee Offerings or by Orange as the case may be, and
- (iii) any incomes or revenues (dividends, interim dividends, etc.) from Shares or Other Financial Securities held in the PEGI when they are capitalized in the PEGI.

Any cash remittance in the PEGI shall be made in domestic currency and shall be invested in euros (EUR) in the PEGI.

##### **5.2. Maximum payments**

Without prejudice to any more restrictive local legal or regulatory provisions, the total voluntary payments of Beneficiaries shall not exceed, within one civil year, the quarter (25%) of their last gross annual remuneration.

### **TITLE IV - TREATMENT OF SAVINGS**

#### **Article 6. Use of savings**

Any cash remitted or Shares contributed by the Beneficiaries and the Participating Companies shall be invested in the PEGI only.

Any incomes generated from the assets invested in the PEGI will be distributed to the Beneficiaries.

#### **Article 7. Registration – Dividend**

##### **7.1. Registration**

Any Shares or Other Financial Securities will be registered with the Account Holder, as the case may be and subject to rules applicable to each Special Employee Offering:

- (i) either in the form of units of a FCPE
- (ii) or in the form of Orange shares held in pure registered form.

The Account Holder(s) will operate the holding of all Beneficiaries accounts.

Each Beneficiary shall receive an account statement mentioning the number of Shares and/or Other Financial Securities she/he holds.

##### **7.2. Distribution of dividends**

The Orange Shares purchased or subscribed will be entitled to dividends (including any interim dividend, refund of premium, etc.) if any, paid by Orange.

- (i) in the event of units of a FCPE, all dividends shall be integrally and automatically reinvested in the PEGI in units of the same FCPE,
- (ii) in the event of any Other Financial Securities, according to the terms of issuance of these securities, and
- (iii) in the event of Orange Shares held in pure registered form, dividends will be directly paid to the relevant shareholders in accordance with any applicable market rules on securities transactions, with a preference for wire transfer, save where option for a dividend payment in shares is offered by Orange.

## **TITLE V - LOCK-UP PERIOD**

### **Article 8. Duration**

#### **8.1. Five (5) years lock-up period**

Shares or Other Financial Securities or units of a FCPE purchased or subscribed by Beneficiaries will not be available and will be registered to the account of the Beneficiary with the Account Holder, with no possibility of transfer to another account, until the expiration of a five (5) years period after the first day of the 6<sup>th</sup> month of the purchasing or subscription year, except any legal early release cases as defined in Article 8.2 below.

#### **8.2. Early release cases**

Except for specific lock-up periods for some Special Employee Offerings, and subject to these, before the end of the lock-up period referred to in Article 8.1, Beneficiaries may request the sale of their Shares, Other Financial Securities or units of FCPE in accordance with the cases provided for in article R.3324-22 of the French Labour Code (*Code du travail*), that can be envisaged outside France, subject to any possible applicable local constraints.

As at the effective date of this PEGI, it relates notably to the following cases:

- 1 marriage or the signing of a civil partnership,
- 2 birth, or the arrival in the home of a child for adoption, if there are already at least two dependent children in the household,
- 3 divorce, separation or dissolution of a civil partnership when there is a judgement granting sole or shared custody of at least one child in the home of the Beneficiary,
- 3bis violence committed against the person by their spouse, cohabiting partner or partner bound by a civil partnership, or their former spouse, cohabiting partner or partner as specified in 3 ° bis of article R. 3324-22,
- 4 disability of the Beneficiary, her/his children, spouse or partner under a civil partnership. which is assessed as indicated in 4 ° of article R. 3324-22.
- 5 death of the Beneficiary, her/his spouse or partner under a civil partnership,
- 6 termination of employment,
- 7 allotment of the savings under the conditions set out in 7 ° of article R. 3324-22 by the Beneficiary to the constitution of or investment in, by the concerned individual, her/his children, spouse, or partner under a civil partnership, an industrial, commercial, trade or agricultural business, for establishment for the purpose of practicing a non-salaried job or for the acquisitions of shares in a cooperative production entity, or the restoration of the main residence damaged following a natural disaster recognized by ministerial decree,



- 8 allotment of the savings for the acquisition or extension of the principal residence with the addition of living space as defined in Article R.111-2 of the French Building and Housing Code (*Code de la construction et de l'habitation*), subject to the filing of a building permit or preliminary declaration of work, or for the restoration of the principal residence damaged in a natural disaster recognized by a ministerial order;
- 9 a situation of the Beneficiary's over-indebtedness as defined and under the conditions set out in 9 ° of article R. 3324-22

The decision of share redemption, on an early basis or not, shall depend on the Beneficiaries.

In the event of the death of a Beneficiary, her/his right-holder shall request the liquidation of the Beneficiary rights which became immediately payable.

### **8.3. Requests for early release**

A Beneficiary willing to request an early release shall send her/his written demand to the Human Resources department or to the relevant department, mentioning the number of Shares, Other Financial Securities or units of FCPE whose sale is requested and, in appendix, all necessary documentation proving the reality of the early release case.

The Human Resources department or the relevant department shall be entitled to claim more information or material to the Beneficiary in order to complete the documentation. It shall then transfer the request of the Beneficiary to the Account Holder for processing.

The request of the Beneficiary shall be sent to the Human Resources department or the relevant department no later than six (6) months after the occurrence of the concerned adverse event. However, each request from a Beneficiary may occur at any time in the cases specified in 4, 5, 6 and 9 of Article 8.2 above.

### **8.4. Redemption of available assets**

The requests for redemption of available assets shall be made on the Account Holder website or, failing that, sent directly by the Beneficiary or her/his right-holder to the Account Holder.

## **TITLE VI - MISCELLEANOUS**

### **Article 9. Supervisory Board for FCPE**

The rules of one or all FCPE attached to the present PEGI shall indicate the terms and conditions of the fund management, and notably the composition of its Supervisory Board and its governance.

### **Article 10. Information**

#### **10.1. Collective Information**

The rules of this Orange PEGI will be available on the Orange intranet, and each employee of the Participating Companies shall be informed thereof.

All amendment or precision of the rules of this Orange PEGI shall be communicated in the same manner.

#### **10.2. Individual information**

Each Eligible Employee will be informed by her/his Participating Company, through any way of communication the Participating Company has retained, about the existence and the content of this PEGI and the possibility offered to subscribe to a Special Employee Offering.

Before the opening date of the subscription period, each Eligible Employee will receive or be made available, the documents whose transmission or availability is required by the French or local legislation or regulation.

After each remittance, payment or sale by a Beneficiary, the Account Holder will issue a transaction advice that will be made available to the relevant Beneficiary.

The Account Holder shall also issue, for each Beneficiary, a year-end statement of account listing her/his assets.

#### **Article 11. Administrative and management fees**

For the present PEGI, the administrative fees of each individual securities account and the management fees of the Shares or Other Financial Securities are paid by Orange, with the following exceptions:

- fees related to early release,
- fees related to the sale of available Shares or Other Financial Securities, or fees incurred for the transfer to another securities account.

#### **Article 12. Beneficiary leave from the Orange group**

Any Beneficiary leaving the Orange group may decide to keep her/his assets in the Orange PEGI. However, the administrative fees:

- for units of FCPE, will be charged to her/him after one (1) year from her/his departure from the Orange group if she/he left the Orange group for any other reason than retirement,
- for Shares held in pure registered form, will be paid by Orange without limitation of time with the exception of the fees referred to in Article 11.

Any Beneficiary may also obtain the transfer of her/his assets held in the present PEGI to her/his new employer's French law group savings-plan governed. For this purpose, the relevant Beneficiary has to request thereto the entity in charge of managing the new plan(s) and shall inform the Account Holder.

This transfer will cause the closure of the Beneficiary account in the present PEGI.

#### **Article 13. Tax and social regime**

The social and tax regime applicable to the subscription, the purchasing and the sale of Shares, Other Financial Securities or units of FCPE, relating to the treatment of the discount on the reference price, the Employer Contribution and the dividends, will depend upon the each country applicable law.

The benefits granted (Employer Contribution, discount) may, as the case may be, be subject to a charge-back by Orange SA to the Participating Companies participating in the Special Employee Offerings in accordance with the terms and conditions provided for in the Participation Form.

#### **Article 14. Withdrawal of a Participating Company from the scope**

In the event of a removal of the Participating Company from the scope referred in Article 2, its withdrawal from the Orange PEGI shall be effective the first day of the following month.

A Participating Company may also request the suspension of its participation in the PEGI. The notification shall indicate the effective date and the duration of the suspension. This suspension shall be notified to all employees of the relevant Participating Company.

The Shares, Other Financial Securities or units of FCPE held by the Beneficiaries of the relevant Participating Company shall continue, during the lock-up period, to follow the rules of the preceding regime. However, the relevant Beneficiaries may not participate in any subsequent Special Employee Offerings.

Orange will bear the administrative fees defined in Article 11 during one (1) year (from date to date) as from the withdrawal of a Participating Company from the scope of the PEGI. After this period, these

administrative fees shall be exclusively borne by the Beneficiaries of the withdrawing Participating Company, with the exception of Shares held in pure registered form for which Orange shall pay the administrative fees without limitation of time.

**Article 15. Revision – Amendment – Adaptation of the rules**

Orange SA undertakes to amend the terms and conditions of the rules of the Orange PEGI if its implementation methods are not or become non-compliant with the initial terms and conditions.

Orange may unilaterally decide to amend the PEGI.

In the event of any modification(s) of the PEGI, Orange will inform the Participating Companies about the nature and extents of the changes made.

**Article 16. Applicable Law – Jurisdiction – Language**

The PEGI shall be governed by French law. References to law or regulation therein are to French ones.

In the event of any inconsistency between the French version of the PEGI and any translation thereof, the French version shall prevail.

Before submitting any dispute to the competent jurisdiction under applicable law each Participating Company shall first endeavor to settle the potential dispute amicably. Failing an amicable settlement, the courts of Paris (France) shall have jurisdiction.

Gervais Pellissier

Chief Operating Officer, People & Transformation

Date of last update: August 30, 2021

Summary of the modifications made to the PEGI regulations:

- November 17, 2015; creation of the Orange PEGI in the context of the Orange Ambition 2016 Offering;
- August 30, 2021: update of the general provisions, in particular with the update of the early release cases (article 8.2), as well as of Appendix 1 and Appendix 2 in the context of the 2021 Offering “.

**APPENDIX 1**  
**LIST OF THE PARTICIPATING COMPANIES IN THE ORANGE PEGI**

COUNTRY	ENTITY
BELGIUM	CC@PS
BELGIUM	ORANGE BELGIUM
BELGIUM	SMART SERVICES NETWORK
BELGIUM	WALCOM BUSINESS SOLUTIONS
BELGIUM	A&S PARTNERS
BELGIUM	A3COM
BELGIUM	BKM SA
BELGIUM	ORANGE BUSINESS BELGIUM S.A.
BELGIUM	BUSINESS & DECISION BENELUX
BELGIUM	BD LIFE SCIENCES
BELGIUM	ATLAS SERVICES BELGIUM
BELGIUM	OCD N.V
BELGIUM	ANYTIME
BELGIUM	SOFT AT HOME ( OFFICE IN BELGIUM, SWITZERLAND, GERMANY)
BOTSWANA	ORANGE BOTSWANA
BOTSWANA	ORANGE MONEY BOTSWANA
BRAZIL	OBS BRASIL LTDA
BURKINA FASO	ORANGE BURKINA FASO
BURKINA FASO	ORANGE MONEY BURKINA FASO
CAMEROON	ORANGE CAMEROUN
CENTRAL REP OF AFRICA	ORANGE CENTRAFRIQUE
COLOMBIA	JAZZPLAT COLOMBIA, S.A.S.
COLOMBIA	OBS COLOMBIA S.A.
DEM REP OF CONGO	ORANGE RDC
DEM REP OF CONGO	ORANGE MONEY RDC
EGYPT	ORANGE EGYPT FOR TELECOMMUNICA
EGYPT	EQUANT EGYPT FOR COMMUNICATIONS
GERMANY	ORANGE BUSINESS GERMANY GMBH
GERMANY	THE UNBELIEVABLE MACHINE COMPANY
GERMANY	LOG IN CONSULTANTS GERMANY GMBH
GERMANY	ORANGE CYBERDEFENSE GERMANY GMBH
GUINEA	ORANGE GUINEE CONAKRY
GUINEA	ORANGE FINANCES MOBILES GUINEE
GUINEA-BISSAU	ORANGE BISSAU
INDIA	OBS INDIA NETWORK PRIVATE LTD
INDIA	OBS INDIA SOLUTIONS

INDIA	OBS INDIA TECHNOLOGY PRIVATE LTD
ITALY	ORANGE BUSINESS ITALY S.P.A.
ITALY	GLOBECAST ITALIA SRL
ITALY	ELETTRA TLC S.P.A.
IVORY COAST	ORANGE COTE D'IVOIRE
IVORY COAST	GROUPEMENT ORANGE SERVICES
IVORY COAST	ORANGE MONEY COTE D'IVOIRE
IVORY COAST	OBS COTE D'IVOIRE
IVORY COAST	ORANGE BANK AFRICA
IVORY COAST	CECOM
IVORY COAST	COTE D'IVOIRE CABLES
JORDAN	JORDAN TELECOMMUNICATIONS COMPANY
JORDAN	PETRA JORDANIAN MOBILE TELECOM
JORDAN	JORDAN DATA COMMUNICATIONS COMPANY
JORDAN	PETRA MOBILE PAYMENT SERVICES COMPANY
LIBERIA	ORANGE LIBERIA
LIBERIA	ORANGE MONEY LIBERIA
LUXEMBOURG	ORANGE COMMUNICATIONS LUXEMBOURG
LUXEMBOURG	ORANGE BUSINESS LUXEMBOURG S.A
LUXEMBOURG	BUSINESS & DECISION LUXEMBOURG
MADAGASCAR	ORANGE MADAGASCAR
MADAGASCAR	ORANGE MONEY MADAGASCAR
MALI	ORANGE MALI
MALI	ORANGE FINANCES MOBILES MALI
MAURITIUS	OBS MAURITIUS LTD
MAURITIUS	BUSINESS & DECISION LTEE
MOLDOVA	ORANGE MOLDOVA
MOLDOVA	ORANGE SYSTEMS
MOROCCO	MEDI TELECOM
MOROCCO	MEDI TELECOM DISTRIBUTION
MOROCCO	ORANGE MIDDLE EAST AND AFRICA MGT
MOROCCO	ORANGE MONEY MAROC
MOROCCO	ORANGE BUSINESS MAROC SARL
MOROCCO	SOFRECOM SERVICES MAROC
NETHERLANDS	ORANGE BUSINESS NETHERLANDS BV
NETHERLANDS	BUSINESS & DECISION NETHERLAND
NETHERLANDS	LOG IN CONSULTANTS NEDERLAND BV
NETHERLANDS	ORANGE CYBERDEFENSE NETHERLAND BV
NORWAY	ORANGE BUSINESS NORWAY AS
NORWAY	BASEFARM AS

NORWAY	ORANGE CYBERDEFENSE NORWAY AS
POLAND	FUNDACJA ORANGE
POLAND	TELEFONY PODLASKIE SA
POLAND	ORANGE POLSKA S.A.
POLAND	TP TELTECH SP.Z.O.O.
POLAND	ORANGE SZKOLENIA SP.Z.O.O.
POLAND	PTE
POLAND	ORANGE ENERGIA
POLAND	INTEGRATED SOLUTIONS SP Z.O.O.
ROMANIA	ORANGE ROMANIA
ROMANIA	ORANGE SERVICES SRL
ROMANIA	ORANGE MONEY IFN SA
ROMANIA	ORANGE BUSINESS ROMANIA S.A.
SENEGAL	SONATEL
SENEGAL	ORANGE FINANCES MOBILES SENEGAL
SENEGAL	EQUANT SENEGAL SAU
SENEGAL	OINIS AFRIQUE
SIERRA LEONE	ORANGE SL LIMITED
SINGAPORE	OBS SINGAPORE PTE. LTD
SINGAPORE	GLOBECAST ASIA
SINGAPORE	ORANGE CYBERDEFENSE SINGAPORE LTD
SLOVAKIA	ORANGE SLOVENSKO AS
SLOVAKIA	ORANGE CORPSEC
SLOVAKIA	OBS SLOVAKIA S.R.O
SPAIN	ORANGE ESPAGNE DISTRIBUCION SAU
SPAIN	ORANGE ESPAGNE S.A.
SPAIN	ORANGE MEDIACION DE SEGUROS S.L
SPAIN	ORANGE ESPANA SERVICIOS DE TMKG
SPAIN	ORANGE ESPANA VIRTUAL, S.L.
SPAIN	JAZZPLAT ESPANA, S.L.U.
SPAIN	ORANGE ESPANA COMUNICACIONES FIJAS
SPAIN	ORANGE BUSINESS SPAIN SAU
SPAIN	BUSINESS & DECISION ESPANA
SPAIN	ORANGE BANK (OFFICE IN SPAIN)
SPAIN	TOTEM TOWERCO SPAIN SL
SWEDEN	ORANGE BUSINESS SWEDEN AB
SWEDEN	BASEFARM AB
SWEDEN	ORANGE CYBERDEFENSE SWEDEN AB
SWITZERLAND	ORANGE BUSINESS SWITZERLAND AG
SWITZERLAND	BUSINESS & DECISION AG

SWITZERLAND	BUSINESS & DECISION (SUISSE)
SWITZERLAND	OGIM
UK	ORANGE BUSINESS UK LTD
UK	ORANGE BUSINESS HOLDINGS UK LTD
UK	GLOBECAST UK LTD.
UK	ORANGE BRAND SERVICES LTD
UK	ORANGE CYBERDEFENSE UK LTD
USA	OBS U.S. INC
USA	GLOBECAST AMERICA INC.
USA	ORANGE SILICON VALLEY LLC

**APPENDIX 2**  
**PARTICIPATION/CONFIRMATION OF PARTICIPATION FORM**

*[Participating Company letterhead]*

**PARTICIPATION OR CONFIRMATION OF PARTICIPATION REQUEST  
IN THE ORANGE PEGI**

[\_\_\_], a company whose registered office is at [\_\_\_], registered with [\_\_\_] Trade and Companies Register under the number [\_\_\_], [\_\_\_] (the "**Participating Company**"),

represented by [\_\_\_], acting in its capacity of [\_\_\_], having all powers for such purpose:

- agrees to all terms and conditions of the Orange PEGI subject to the details outlined in this document that are to be in accordance with applicable local requirements.
- will communicate to Orange all documents and useful information in relation to the identity and the contact details of Eligible Employees, subject to any local regulation on the protection of personal data,

decides the following:

**1.) Employer Contribution within the Special Employee Offering: "2021 Offering"**

The PEGI will be funded by Orange with an Employer Contribution whose details are in the attached presentation relating to the 2021 Offering.

As part of this Special Employee Offering, the discount on the reference price of the Share, the Employer Contribution granted to the subscribers and so as the costs of implementation of this offering will not be charged-back by Orange to the Participating Companies.

However, and if any, each Participating Company will have to locally pay the social charges and/or taxes related to the benefits granted to the Beneficiaries (Employer Contribution, discount) for this Special Employee Offering.

**[2.] Early release cases (if shorter than in Article 8.2 of the PEGI):**

As stated in the country Local supplement

**[3.] Others:**

[\_\_\_]

Signed at [\_\_\_], on [\_\_\_],

\_\_\_\_\_

[\_\_\_]

duly represented by

[\_\_\_]

*Orange*

« Agreed the PEGI and signed »

duly represented by

[\_\_\_]