

PHILIP MORRIS LIMITED CHARTER

NICOTINE-CONTAINING SMOKE-FREE PRODUCTS



THE SECTIONS APPLICABLE TO YOU IN YOUR DEALINGS WITH PHILIP MORRIS LIMITED.

The following sections are applicable to you if you are a customer that purchases nicotine-containing smoke-free products directly from Philip Morris Limited ('PML') or if you are a supplier that sells and/or provides goods and services to PML:

- Honest and lawful trading
- Know your business partners
- Our customers and consumers
- Trade restrictions and export control
- Youth Access Prevention
- Brand Integrity
- Confidential Information
- Anti-competitive behavior
- Conflicts of interest, gifts and entertainment
- Your privacy
- Audit (For Suppliers Only)
- Preventing child and forced labour (For Suppliers Only)
- Environmental Commitment
- Safety Commitment

HONEST AND LAWFUL TRADING

There are many terms that describe aspects of illegal trading with nicotine-containing smoke-free products, “smuggling”, “contraband”, and “counterfeiting” are a few. These activities also often have a connection with the criminal activity of “money laundering”.

PML’s policy on these issues is clear:

- We will vigorously oppose and combat any form of illegal trade with nicotine-containing smoke-free products, whether it involves genuine products diverted from their market of intended destination or counterfeit products;
- We will not condone or facilitate money laundering; and
- We will co-operate with governments for the purposes of investigating and preventing the illegal trade with nicotine-containing smoke-free products and any associated money laundering.

WHAT ARE CONTRABAND AND COUNTERFEIT NICOTINE-CONTAINING SMOKE-FREE PRODUCTS?

Contraband products are for example genuine nicotine-containing smoke-free products such as e-cigarettes manufactured by or under the authority of the trademark owner but intended to be sold in another market. These products are diverted from the market of their intended sale and are entered and sold in Australia or the Pacific Islands in violation of tax and customs laws.

Counterfeit products are “fake” nicotine-containing smoke-free products that have been manufactured without the authorisation of the trademark owner.

WHAT IS MONEY LAUNDERING?

Money laundering is the process by which individuals or entities try to conceal and disguise the existence, illegal source, or application of money derived from criminal activity, to make such money appear legitimate.

WHAT IS YOUR OBLIGATION?

PML has developed policies to make sure that we trade in an honest and lawful manner and comply with customs and fiscal laws. Consequently, people who do business with PML are required to adhere to the same standards of business integrity. This means that as a condition of PML doing business with you, you have to agree to, and comply with, all the requirements that are set forth in this Charter, including, but without limitation, those listed in the sections “Fiscal Compliance” and “Know Your Business Partners”.

FISCAL COMPLIANCE

All our business partners are required to agree to, and comply with, the following fiscal compliance terms and conditions:

- You agree to act in full compliance with all applicable laws and regulations and will not facilitate or promote the violation of such laws or regulations by others. These laws and regulations include, but are not limited to, those governing:
 - the shipment of PML’s products,
 - the importation and resale of PML’s products; and
 - the laundering of illegal proceeds.
- You acknowledge and accept that PML intends to co-operate with governmental inquiries into any illegal importation, movement, or sale of PML’s products;
- You agree to make commercially reasonable efforts to co-operate with any Governmental Agency for the purposes of investigating nicotine-containing smoke-free product smuggling and/or the laundering of proceeds arising out of the illegal trade of these products;
- You ensure that your managers, directors, partners, trustees, beneficiaries or authorised representatives do not have a criminal record or charges filed by a Governmental Agency relating to the violation of any fiscal, labelling or other trade laws;
- You acknowledge and accept that PML reserves the right to suspend or terminate any and all commercial relationships with you, and in particular to suspend any sales or shipments of PML’s products to you, if you breach any terms of this Charter or your specific agreement with PML, including, without limitation, those relating to delivery or packaging, or is otherwise shown to have unlawfully or knowingly engaged in any illegal trade;
- You agree not to resell PML products to any person or entity who you know or have reason to believe is engaged in any illegal trade in nicotine-containing smoke-free products and not to sell PML products to any of your customers in quantities in excess of what you reasonably believe to be the legitimate demand from that customer for the intended market of retail sale;

You authorise PML and all of its Related Bodies Corporate, in response to a valid and specific government inquiry, to disclose the terms and conditions of any sale of PML products to you, and any other relevant facts involving such sale, including without limitation information regarding volume, the intended market of retail sale, and tracking information;

- You acknowledge and accept that if PML or any of its Related Bodies Corporate receive a request from a Governmental Agency to terminate sales to you and determines in good faith to honour it, then PML and its Related Bodies Corporate will be relieved of any liability to you in respect of such termination;

- If you re-sell our products, you agree that if you receive from PML a request to terminate the supply of PML products to one of your customers because of their actual or alleged involvement in the illegal trade in nicotine-containing smoke-free products, you will consider such request in good faith and act accordingly, recognising the right and interest of PML and its Related Bodies Corporate to take steps to ensure that its products do not find their way into illegal channels; and if PML and/or any of its Related Bodies Corporate are held liable for any damages, costs, losses, or expenses, or otherwise suffer damage as a result of your negligent or intentional violation of the requirements of the 'Honest and Lawful Trading' section, and without prejudice to any other rights, PML and/or any of its Related Bodies Corporate may have, PML and/ or any of its Related Bodies Corporate shall be entitled to recover from you all such damages, costs, losses, or expenses, together with reasonable legal fees and expenses.

KNOW YOUR BUSINESS PARTNERS

HOW DOES PML ASSESS ITS BUSINESS PARTNERS?

To help make sure that we only do business with entities or individuals that share our standards for compliance and integrity, PML have standards for assessing and approving the integrity of potential business partners. As part of this ongoing assessment, we:

- obtain information about, and continuously monitor our partners' business and business practices;
- expect from our business partners that they put adequate "Know Your Business Partners" policies and procedures in place vis-à-vis their own business partners;
- expect from our business partners who are wholesalers that they put adequate "Know Your Business Partners" policies and procedures in place vis-à-vis their own subsequent customers; and
- refuse to do business with and provide no assistance to those suspected of wrongdoing related to our products.

WHAT MIGHT YOU BE ASKED TO PROVIDE?

To help us maintain our policies you may be asked to provide PML with the following information before commencing our business relationship (where applicable):

- your company name and/or trading name; including your Business Number (BN) or Company Number (CN);
- the names of your proprietor, directors and the names of your major shareholders; and
- if you are a partnership, the names of your partners.

If any of the information relating to your ownership, management or trading operation changes, you must let PML know within seven (7) days of the change.

In some instances, it may be necessary for you to also provide PML with the following information and records:

- if you are a company, your date and place of incorporation or establishment, corporate capital, copies of your constitution and certificate of incorporation, the names of your Related Bodies Corporate, and the name of any designated representatives, including but not limited to the representatives' complete names, and copies of their official identification equalling 100 Points and/or passports;
- If you are a partnership, your partnership agreement and details of your partners, including but not limited to the partners' complete names and copies of their official identification equalling 100 Points and/or passport;

- if you are a trust, your trust deed and details of the trustee;
- if you are an individual, your identity, including but not limited to, full name, date and place of birth, business registration number or Business Number, a copy of your official identification equalling 100 Points and/or passport;
- complete identification of the bank accounts through which the payments for the PML products sold to you shall be made, including, but not limited to, the complete name and address of the bank, the complete name and address of the account holder, and all information concerning the identification of the account. If the bank account to be used to pay PML belongs to one of your Related Bodies Corporate, full disclosure of the precise relationship between you and the Related Body Corporate must be made to PML prior to any payment from such Related Body Corporate. This information must be kept up to date.

If you are a wholesaler, you may also be requested to agree to, and comply with, the following additional terms and conditions:

- You agree to provide PML with a description of the intended use and intended retail market of retail sale of the nicotine-containing smoke-free products to be purchased from PML (the **Sales Plan**). The Sales Plan must include complete identification of the subsequent purchasers to whom PML products will be sold. The Sales Plan must be updated on a regular basis and provided to PML.
- You agree to implement and maintain "Know Your Business Partners" policies and procedures for customers to whom you will sell nicotine-containing smoke-free products, which shall include obtaining from such customers information and records of the type described in the "Know Your Business Partners" section. You agree to provide PML with information sufficient for PML to evaluate the adequacy of these policies on request.
- You agree to implement tracking systems for your sales, as requested by PML, and acknowledge that sales to you from PML will be tracked and that the information may be provided to Governmental Agencies. These tracking systems may require you to scan cases of nicotine-containing smoke-free products both upon receipt of them from PML and at the time when the products are about to be delivered from you to one of your customers. You agree to record such information in a database as directed by PML.

HOW DOES PML MAKE PAYMENTS TO YOU?

PML will only make payments to suppliers with which it has contracted to supply goods or services. No payments shall be made to non-contracted third parties, including persons affiliated with suppliers.

Unless otherwise agreed to in writing, PML will only make payments by bank transfer to suppliers' bank accounts in the country where the suppliers are located or where the services are performed.

HOW DO YOU MAKE PAYMENTS TO PML?

We have procedures in place regarding receiving cash or cash equivalents.

- As a rule, you must pay any amounts owing to PML by bank transfer drawn on your nominated business bank account except where otherwise agreed in writing.
- The following forms of payment are discouraged and will only be accepted with the prior approval of PML at its sole discretion:
 - payment of an invoice in a different currency to that specified on the invoice;
 - multiple forms of payment; payments for a single invoice or group of invoices must be in a single form of payment;
 - part payment, prepayment or over payment of an invoice; or
 - payment by one of your related bodies corporate of an invoice issued to you.

OUR CUSTOMERS AND CONSUMERS

We strive to treat consumers fairly and honestly. Product quality, responsible marketing practices, and paying attention to issues such as access to nicotine-containing smoke-free products by minors and customer privacy are critical parts of what we do.

PRODUCT QUALITY

Maintaining the high quality of our products is critical to the success of PML. Therefore, we work to:

- follow all government requirements and company standards on product quality;
- strictly follow all procedures for the storing, handling and shipping of products; and
- ensure that any new product has satisfied all applicable standards for quality before being offered to the public.

If you are storing or handling PML products, you agree to:

- regularly rotate the products on a first in, first out basis;
- ensure the products are stored in secure, cool well-ventilated areas where regular insect and vermin inspections are conducted;
- stock the products in a neat and orderly manner to prevent them from being damaged or crushed; and
- store the products in a location away from other products that may cause contamination such as detergents, paints or other like products.

ADVERTISING AND PROMOTION OF NICOTINE-CONTAINING SMOKE-FREE PRODUCTS

Our reputation is a critically important asset. To maintain the ongoing trust of consumers, our marketing, advertising and sales activities describe products fairly, honestly and legally. We are subject to specific advertising requirements based on law, industry codes, consent decrees and our own internal codes and we believe it is extremely important that we follow these standards at all times.

TRADE RESTRICTIONS AND EXPORT CONTROL

From time to time there are restrictions or prohibitions placed on countries, individuals or entities in terms of trade and can include restrictions on:

- exports to a sanctioned country;
- transshipments through a non-sanctioned country to a sanctioned country, or vice versa; and
- financial transactions and dealings involving a sanctioned country or designated individuals and entities.

PML will not trade with any of the sanctioned countries or banned individuals or entities listed in the following website: www.treas.gov/ofac

YOUTH ACCESS PREVENTION

The responsible commercialisation of nicotine-containing smoke-free products is of profound interest to society. There are legitimate concerns on youth uptake of these products such as e-cigarettes, notably exacerbated by youth use of e-cigarette products in the U.S. We take this risk extremely seriously, and while our smoke-free portfolio has no evidence of any significant use by youth, we must place strong focus on continuing to minimise use by unintended audiences as we expand to more categories and geographies. We know the scale of the problem, and we are committed to doing everything we can to tackle it. Reducing youth uptake of nicotine-containing smoke-free products will require the joint efforts of many parties: parents, siblings, friends, educators, retailers, regulators, and other companies like ours. We want to work with regulators to strengthen the enforcement of existing minimum age laws. We strongly support a licensing system with strong enforcement and appropriate penalties for those who illegally sell to children. And if you are a retailer, you should be aware that if you are convicted of selling nicotine-containing smoke-free products to children this will result in the closure of our business relationship.

BRAND INTEGRITY

Brands and trademarks, like VEEV and VEEV MESH VAPING SYSTEM, which distinguish PML from our competitors, are among our most crucial assets. We vigorously protect the integrity of our brands and trademarks and we regard the misuse of our brands and any infringement of our trademark rights very seriously.

To ensure the integrity of our brands and to help protect our trademark rights, you may not use any of our trademarks, trade names, slogans or logos except as specifically authorised by us in writing. If you receive any of our brand images, trademarks or the like during your business relationship with us, you must destroy those images, trademarks or other materials as soon as you no longer need them for your business relationship with us (if it is lawful for you to do so).

ILLEGAL NICOTINE-CONTAINING SMOKE-FREE PRODUCTS

To ensure the integrity of our brands and to help protect our trademark rights, you must:

- not purchase or distribute any nicotine-containing smoke-free products which you know to be or with exercise of due care would reasonably suspect to be counterfeit or to be genuine PML products in a packaging that does not comply with legal requirements in Australia or the Pacific Islands;
- notify PML if you receive any offer to purchase counterfeit or genuine nicotine-containing smoke-free products that have not been manufactured for the Australian or Pacific Island markets; and
- take no action to alter, remove or deface any identification markings or any other distinctive packaging elements of PML products.

CONFIDENTIAL INFORMATION

You will hold any and all information you obtain pertaining to the business of PML and/or its Related Bodies Corporate in strict confidence. You will ensure that you and each of your employees and/or any person, contractor, subcontractor or agent engaged by you:

- a) does not disclose any of that information to any person without the prior written consent of PML;
- b) does not make any use of that information or any part of it except for the proper performance of its obligations under the agreement with PML;
- c) does not make any use of that information or any part of it to the competitive disadvantage of PML; and
- d) sign a confidentiality agreement, if requested by PML.

EXCEPTIONS

The provisions above do not apply to:

- a) information which was already lawfully in the possession of you as at the date of the agreement with PML;
- b) information after it becomes generally available to the public other than because of a breach of the provisions above; or
- c) the disclosure of information in order to comply with any applicable law or legally binding order of any court, government, semi-government authority or administrative or judicial body.

Before any use or disclosure in reliance on paragraph (c), you will notify PML of the full details of the circumstances of the proposed use or disclosure and of the relevant information to be used or disclosed and:

- will give PML a reasonable opportunity to challenge in a court of law or other appropriate body whether the proposed use or disclosure is in accordance with paragraph (c); and
- will use its reasonable endeavours to obtain confidential treatment of the information which is to be disclosed.

ANTI-COMPETITIVE BEHAVIOUR

In all our business dealings, we strive to be honest and fair. We will compete vigorously, but appropriately, complying with all laws protecting competition and the integrity of the marketplace.

Please be aware that, as a subsidiary of an American company, it is our policy to strictly adhere not only to applicable Australian and Pacific Island laws, but also to fiscal and trade laws and foreign corrupt practices laws of the United States of America. These laws protect the market from anticompetitive behaviour and other illegal activity.

Such laws apply, in some cases, even when the conduct occurs outside the United States of America.

CONFLICTS OF INTEREST, GIFTS & ENTERTAINMENT

A “conflict of interest” arises when an employee’s personal, social and financial activities have the potential of interfering with their objectivity. Actual conflicts must be avoided, but even the appearance of a conflict of interest can be harmful.

Please do not offer gifts to our employees that are not lawful; are in the form of cash or cash equivalent (such as gift certificates, loans, stock); or, as part of an agreement to do anything in return for the gift or entertainment. To ensure their commitment to mutual respect, they will not be permitted to attend any entertainment that is unsavoury or sexually orientated. And they will not participate in any activity that they know would cause a violation of our business partner standards. If you and the employee are unsure the employee can always ask his or her supervisor. Please do not be offended if they decline.

You must not, or cause any third party to:

- provide any Benefit of more than nominal value or a gift of personal travel or lodging to any employee of PML;
- do business with PML or its Related Bodies Corporate if any employee of PML or its Related Bodies Corporate owns a Substantial Interest in you and is in a position to affect the decision to engage or terminate you or the terms of this Charter or the Agreement;
- give bribes, kickbacks, secret commissions or other unlawful or improper methods of remuneration to any person; or
- purchase, sell or otherwise trade in securities of Philip Morris International Inc. while in possession of material non-public information or provide material non-public information, directly or indirectly, to anyone.

KEEPING PML INFORMED

If you become aware of any breach of the section above, you must immediately inform PML in writing.

YOUR PRIVACY

PML has a responsibility to protect your privacy and we do not allow access to your private information without legitimate cause. Depending on your relationship to us, we will use any personal data we collect from you as described in our privacy notice relevant to you:

For Traders (Retailers), please refer to the following Privacy Notice:

<https://www.pmiprivacy.com/global/en/traders/>

For Business partners (all other vendors and suppliers), please refer to the following Privacy Notice: <https://pmiprivacy.com/en/business-partner>

AUDIT

Philip Morris International Inc., as a trader on the US stock exchange, is subject to the requirements of the Sarbanes Oxley Act 2002, and PML is a subsidiary of Philip Morris International Inc. Therefore, if you are a supplier of financial services that impact the financial statements of PML, upon reasonable notice in writing to you, you will provide PML with an SSAE18 report from a mutually agreed external auditor. In the absence of being able to provide this report, you will permit PML or its nominees to audit your Internal Control processes and where applicable other General Computer Control process information relating to the performance by you of your obligations under agreement.

For all other suppliers, upon reasonable notice in writing to you, you will permit PML and its nominees at all times during the term of the Agreement to audit your books of accounts and financial records to the extent that such information relates to the provision by you of goods or services and other information relating to the performance by you of your obligations under the Agreement.

You will assist PML in its conduct of the audit including without limitation, providing:

- PML with adequate space;
- the relevant information as required by PML to conduct the audit; and
- a person capable of operating any relevant computers and of answering queries PML may have.

PREVENTING CHILD AND FORCED LABOUR

PML is committed to working with others to eliminate child and forced labour.

Child labor and other labor abuses are unacceptable to PML. They raise ethical, social, and legal issues, including potential human rights violations, as well as reputational risk. As part of a global business, we have a role to play in addressing systemic issues such as poverty and other social issues such as child labor, forced labor, and human trafficking that are resulting from it.

Philip Morris International has a set of “Good Agricultural Practices” guidelines in place, which requires suppliers to implement programs on the ground to address the issue.

As our supplier, you must comply with minimum age conditions for all employees, contractors or other labour that you use. You must accept responsibility for not engaging in or condoning the use of forced labour or the unlawful use or exploitation of children in the labour market. This includes third party agencies and suppliers that provide employees who work on the premises of PML or any of its Related Bodies Corporate.

Our policy prohibits the employment of persons which are younger than the age of 15 or minimum local law or mandatory schooling age, whichever is the higher. It also prohibits the use of forced labour and other forms of labour involving minors such as hazardous work. We want our suppliers to also be committed to working towards eliminating child and forced labour and encourage our suppliers to develop their own policies and plans in this area governing their own business partners.

ENVIRONMENTAL COMMITMENT

PML conducts its business with respect and care for the environment and expects the same commitment from its business partners. This commitment requires business-wide efforts and ongoing vigilance to sustain success. Our environmental commitment provides long-term direction for maintaining and upholding strong environmental management of our business operations. PML commits to:

- manage its business in compliance with all related laws and corporate requirements,
- take all reasonable efforts to prevent pollution and ensure the efficient use of energy, water and other resources,
- minimise the generation of waste from our activities while maintaining the high standard of our products,
- raise environmental awareness through ongoing communication with employees, suppliers, contractors, retail business partners and other stakeholders,
- employ sustainable procurement practices including the purchase of products and materials that have recycled content and/or which themselves are recyclable, where deemed practicable,
- recognise and reward employee achievements in reducing our environmental footprint, and
- periodically assess, measure and audit our progress towards environmental objectives and targets.

In Australia, one of the key foundations of the PML program, the Australian Packaging Covenant is further detailed below.

AUSTRALIAN PACKAGING COVENANT

Signatory to the Australian Packaging Covenant

PML has been a signatory to the Australian Packaging Covenant (***the Covenant***), formerly the National Packaging Covenant, since 2000. PML has achieved considerable success under the Covenant, including raising employee awareness towards environmental issues, reducing waste to landfill, increasing our recycling volume and reducing packaging at source.

What is the Australian Packaging Covenant?

The Covenant is an agreement between Australian governments (Federal, State, Territory and Local) and companies involved in the supply chain to reduce the environmental impacts of consumer packaging. The agreement is based on the principle of shared responsibility. It provides a framework for managing the environmental impacts of consumer packaging by involving all sectors of the supply chain (raw material suppliers, packaging manufacturers and suppliers, brand owners and retailers) as well as consumers, waste service providers, recyclers and all levels of government. As a signatory to the Covenant, PML is seeking to contribute to the Covenant's three performance goals:

- Designing packaging that is more resource efficient and more recyclable;
- Efficient collection and recycling of packaging; and
- Demonstrating product stewardship outcomes for packaging.

How does the Australian Packaging Covenant affect business partners of PML?

PML is committed to working with its business partners to achieve business practices that are consistent with the Covenant's objectives. PML will continue to promote the principles of the Covenant and will seek opportunities with its business partners for the purchase of goods containing recycled content, and the reduction, re-use and/or recycling of packaging used throughout our supply chain, including those packaging materials used by PML in the manufacture and distribution of our products, as well as those packaging materials used by our business partners in the course of delivering goods and services to us.

The Covenant also incorporates the Sustainable Packaging Guidelines (***the SPG***). The SPG assist both Covenant signatories and others to review and optimise consumer packaging to make efficient use of resources and reduce environmental impact without compromising product quality and safety. If you are not familiar with the SPG, you can access it at: <https://www.packagingcovenant.org.au/resources.php>.

PML recognises that sustained success in its endeavours requires long-term commitment and cooperation with all stakeholders, including its business partners. We will continue to work with our business partners to generate innovative and creative solutions to environmental issues for the benefit of all concerned.

SAFETY COMMITMENT

PML is committed to providing a safe, secure and healthy working environment for all employees, contractors and visitors. PML will take all reasonably practicable precautions to eliminate risks to health and safety.

To fulfil this commitment, PML shall:

- Establish and maintain an occupational health and safety management system that meets or exceeds expected standards;
- Maintain compliance with health and safety legislation, Philip Morris International principles and practices and other requirements relevant to our activities;
- Manage identified workplace health and safety risks and concerns, and where appropriate, control measures are implemented;
- Establish and monitor progress towards measurable objectives and targets aimed at the elimination of work-related illness and injury;
- Ensure employees are consulted in significant changes that may impact workplace health and safety; and
- Ensure relevant health and safety information and training is provided to employees, contractors, labour hire employees and visitors.

You agree to provide a safe work environment for PML employees, agents and contractors who attend your business premises.

GLOSSARY

In this Charter, the following definitions apply unless the context requires otherwise.

Agreement means the agreement you are party to with PML, including but not limited to for example a Trading Term Agreement, Supply Agreement, Consultancy Agreement or any other relevant agreement.

Benefit means any payment, loan, service, gratuity, cash gift, entertainment (beyond ordinary and reasonable social amenities) or other favour. A non-cash gift of a retail value less than A\$350 will not be a Benefit provided it is the only gift made by you to the employee within a calendar year.

Governmental Agency means a government or a governmental, semi-governmental or judicial entity or authority. It also includes a self-regulatory organisation established under statute or a stock exchange.

Personal Information means any information or opinion about a natural person (whether or not true), including "personal information" as defined in the Privacy Act of the relevant country collected or held by PML in connection with our business relationship.

PML means Philip Morris Limited.

PML Products means any nicotine-containing smoke-free product bearing trademarks belonging to Philip Morris International and/or its affiliates.

Related Body Corporate has the meaning given to that term in the Corporations Act of the relevant country.

Substantial Interest means an economic interest, personal or family (including family members not more remote than a first cousin and including immediate family of an employee's spouse or defacto spouse), that might influence or reasonably be thought to influence judgement or action but does not include the holding of less than one percent of the estimated value of the outstanding equity securities of a publicly held company.

You means the person or entity in a business relationship with PML.

100 Points means identification sufficient to satisfy the 100 point requirement set by trading banks. This identification generally includes passport, driver's license, health card etc.

Document Control

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