

Philip Morris Operations a.d.

Br. 628/2025
18 JUN 2025
2 god
Niš, Bulevar 12. februar 74



PHILIP MORRIS OPERATIONS A.D. NIŠ

Na osnovu člana 329. Zakona o privrednim društvima (Sl. Glasnik RS br. 36/2011, 99/2011, 83/2014, 5/2015, 44/2018 i 95/2018, 91/2019, 109/2021 i 19/2025) (u daljem tekstu: **Zakon**) i člana 29. Statuta Philip Morris Operations a.d. Niš (u daljem tekstu: **Društvo**), Skupština akcionara Društva na redovnoj sednici održanoj 17.06.2025. godine, usvojila je sledeću

Pursuant to Article 329 of the Company Law (Official Gazette of RS Nos. 36/2011, 99/2011, 83/2014, 5/2015, 44/2018, 95/2018, 91/2019, 109/2021 and 19/2025) (hereinafter: **the Law**) and Article 29 of the Statute of Philip Morris Operations a.d. Niš (hereinafter: **the Company**), the Shareholders' Assembly of the Company at its regular meeting, held on June 17, 2025, adopted the following

**Odluku
o izmeni Politike naknada
članovima Odbora direktora Društva**

**Resolution
on Amending the Remuneration Policy to
the Members of the Board of Directors**

Usvaja se izmena važeće Politike naknada članovima Odbora direktora Društva usvojene od strane Skuptine Društva dana 20.05.2022. godine (u daljem tekstu: Politika naknada), tako što se prilog 3 Politike naknada, odnosno Ugovor o regulisanju međusobnih prava i obaveza koji se zaključuje sa nezavisnim direktorom, zamenjuje novim prilogom 3 koji je dat u prilogu i čini sastavni deo ove Odluke.

The amendments of the Remuneration Policy to the Members of the Board of Directors, adopted by the Shareholders Assembly on May 20, 2022 ("Remuneration Policy") to replace the Appendix 3 to the Remuneration Policy, i.e. Contract on Mutual Rights and Obligations which is signed with the independent director of the Company, with the new Appendix 3 attached to this Resolution, is hereby adopted.

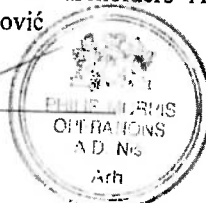
Ostale odredbe Politike naknada ostaju na snazi neizmenjene.

All the other provisions of the Remuneration Policy remain in effect, unamended.

Ova odluka stupa na snagu danom usvajanja.

This Resolution enters into force on the day of its adoption.

Predsednik Skupštine/President of the Shareholders' Assembly
Miša Vorotović

Philip Morris Operations a.d. Niš, 18000 Niš, Bulevar 12. februar 74, tel: +381 18 55 44 33; PMOP.office@pmi.com
Matični broj: 07319665; PIB 101859529; BD 37879/2005, Agencija za privredne registre
Kapital (upisan i uplaćen): 151.810.690 EUR; Raiffeisen banka A.D. Beograd: 265-4010310002655-38;
OTP banka Srbija a.d. Novi Sad: 325-9500500001318-25; Banca Intesa a.d. Beograd: 160-7490-13;



Prilog 3

Na osnovu člana 329. Zakona o privrednim društvima (Službeni glasnik RS br. 36/2011, 99/2011, 83/2014 - dr. zakon, 5/2015, 44/2018, 95/2018, 91/2019, 109/2021 i 19/2025) (u daljem tekstu: **Zakon**) i odluke Skupštine Philip Morris Operations a.d. Niš od 17.06. 2025. godine, dana _____ godine u Nišu, zaključuje se sledeći:

Pursuant to article 329 of the Company Law (Official Gazette of RS nos. 36/2011, 99/2011, 83/2014 - dr. zakon, 5/2015, 44/2018, 95/2018, 91/2019, 109/2021 and 19/2025) (hereinafter: **the Law**) as well as the resolution adopted at the Shareholders' Assembly of Philip Morris Operations a.d. Niš dated June 17, 2025, on _____ in Niš, the following is concluded:

Ugovor o regulisanju međusobnih prava i obaveza

Contract on Mutual Rights and Obligations

Između:

Entered into by and between:

1. Philip Morris Operations a.d. Niš, Bulevar 12. februar br. 74, (u daljem tekstu: **Društvo**), koje zastupa _____

1. Philip Morris Operations a.d. Niš, Bulevar 12. februar 74 (hereinafter: **the Company**), represented by _____

i _____,

and _____,

2. G-dina _____, iz _____ adresa _____ (u daljem tekstu: **Član Odbora direktora**)

2. Mr _____, from _____ address _____ (hereinafter: **the member of the Board of Directors**).

u daljem tekstu zajednički označeni: Ugovorne strane.

herein under mutually referred to as: the Contracting parties.

Član 1.

Ovim ugovorom se regulišu međusobna prava i obaveze između ugovornih strana, povodom obavljanja funkcije Člana Odbora direktora, od strane _____, kao neizvršnog i nezavisnog direktora, kao i člana i predsednika Komisije za reviziju Društva.

Article 1

The contracting parties hereby regulate mutual rights and obligations with regard to the appointment to the membership of the Board of Directors, of _____ as a non-executive and independent director as well as a member and president of the Company's Audit Commission.

Član 2.

Član Odbora direktora se obavezuje da funkcije navedne u prethodnom članu obavlja savesno i lojalno, sa pažnjom dobrog privrednika, u skladu sa pravilima struke, pozitivnim propisima važećim prema sedištu Društva, Osnivačkim aktom Društva, Statutom i drugim internim aktima Društva u razmnom uverenju da deluje u naboljem interesu Društva.

Article 2

The member of the Board of Directors is obliged to perform the duties as the member of the Board of Directors conscientiously and loyally, with the care of a prudent businessman, according to the professional rules, positive regulations applicable to the Company's head office, the Company's Memorandum of Association, Statute and other internal acts of the Company, with reasonable belief to act in the Company's best interest.



Član 3.

Član Odbora direktora je dužan da prijavi Odboru direktora Društva poslove i radnje o postojanju ličnog interesa ili interesa sa njim povezanog lica, i da poštuje zabranu konkurencije za vreme obavljanja funkcije, kao i dve godine nakon prestanka obavljanja funkcije člana Odbora direktora. Zabrana konkurencije važi za teritoriju Republike Srbije, a ne odnosi se na angažovanje ili rad u kompaniji koja je u sastavu Philip Morris International grupe (u daljem tekstu: „PMI”).

Član 4.

Član Odbora direktora je dužan da izbegava sukob interesa sa Društvom i ne može da u svom interesu ili u interesu sa njim povezanih lica:

- 1) koristi imovinu Društva;
- 2) koristi informacije do kojih je došao u tom svojstvu, a koje inače nisu javno dostupne;
- 3) zloupotrebi svoj položaj u Društvu;
- 4) koristi mogućnosti za zaključenje poslova koje se ukažu Društvu.

Član 5.

Član odbora direktora se obavezuje da tokom trajanja mandata ne preuzima nikakve obaveze koje mogu umanjiti njegove sposobnosti da vrši funkciju člana Odbora direktora i člana/predsednika Komisije za reviziju predviđene aktima Društva, Zakonom, pozitivnim propisima i ovim Ugovorom.

Član 6.

Član Odbora direktora je obavezan da bez odlaganja obavesti Društvo o nastupanju bilo koje okolnosti, koja ga u smislu važećih propisa, sprečava da obavlja funkcije na koje je imenovan.

Član 7.

Član Odbora direktora je saglasan da sve informacije o poslovanju Društva i/ili kompanija u sastavu Philip Morris International grupe, koje sazna pri obavljanju funkcija u Društvu tretira kao strogo poverljive, i da čuva poslovne tajne Društva, za vreme trajanja ovog ugovora i dve godine nakon prestanka istog.

Article 3

The member of the Board of Directors is obliged to disclose business activities where he/she has personal interest or the persons connected with him/her, and to respect non-competition clause during the mandate and two years after the mandate in the Board of Directors. Non-competition clause applies to the territory of the Republic of Serbia and does not apply to the engagement in Philip Morris International affiliates (hereinafter: „PMI”).

Article 4

The member of the Board of Directors is obliged to avoid conflict of interests with the Company, and must not, either for personal interests or interest of other persons connected with him/her:

- 1) use the Company's property;
- 2) use privileged, not publicly available information of the Company he/she learned by performing the function;
- 3) abuse position in the Company;
- 4) exploit the Company's business opportunities.

Article 5

During his/her mandate, the member of the Board of Directors agrees not to undertake any obligations which could undermine his/her abilities to perform the function of the member of the Board of Directors and member/president of the Audit Commission envisaged by the acts of the Company, the Law and this Contract.

Article 6

The member of the Board of Directors is obliged to immediately notify the Company on any circumstantial event preventing him/her, in terms of valid regulations, to perform the function of the member of the Board of Directors he/she was appointed at.

Article 7

The Member of the Board of Directors agrees to keep confidential all data on business operations of the Company and/or the Philip Morris International affiliates acquired while acting as a member, as well as not to disclose the Company's trade secrets during the validity period of the subject Contract and two years after its termination.



Član 8.

Član Odbora direktora se obavezuje da drži u strogoj tajnosti sve podatke i materijale koje mu dostave zaposleni u Društvu ili njegovim zastupnicima ili predstavnicima ili koje Član Odbora direktora stvori prilikom trajanja ovog Ugovora (u daljem tekstu: **poverljivi podaci**).

Član Odbora direktora se obavezuje da ne koristi niti obelodanjuje takve poverljive podatke, kao i da obezbedi da njegovo osoblje, ukoliko ga ima ne koristi niti obelodanjuje takve podatke bez izričitog ovlašćenja za to u pisanoj formi od strane Društva.

Član Odbora direktora se obavezuje da nakon raskida ili isteka roka važenja ovog Ugovora, a najkasnije u roku od 30 (trideset) dana nakon toga, vrati kompletne poverljive podatke Društvu.

Obaveza Člana Odbora direktora da drži u tajnosti sve podatke koje je dobio u vezi sa vršenjem funkcija u Društvu važiće i nakon raskida ili isteka roka važenja ugovora, tako da raskid ili istek roka važenja ugovora neće uticati na ovu obavezu.

Obaveze Člana Odbora direktora iz ovog člana predstavljaju dodatne obaveze koje ni na koji način ne umanjuju ni jednu obavezu čuvanja poslovne tajne koju je inače dužan da ispoštuje prema Društvu, po aktima Društva, zakonu ili drugim propisima.

Član 9.

Član Odbora direktora izjavljuje da ne postoji, i da neće postojati, u toku važenja ovog ugovora, nijedan konflikt interesa koji bi ugrozio njegovu sposobnost za vršenje funkcija u Društvu navedenih i/ili nenavedenih u ovom Ugovoru koji bi prouzrokovao određenu nepriličnu situaciju. Član Odbora direktora, dalje izjavljuje i garantuje da nije, niti će postati službenik ili zaposleni u entitetu koji se nalazi pod kontrolom vlade ili u javnoj međunarodnoj organizaciji, ili lice koje obavlja zvaničnu funkciju u ime i za račun nekog od prethodno navedenih, ili zvaničnik neke političke partije, kandidat za političku funkciju, u toku važenja ovog ugovora, a da pri tom prethodno o tome ne obavesti Društvo pisanim putem.

Article 8

The member of the Board of Directors agrees to keep confidential all data and materials received from the Company's employees or its agents or representatives, or those the member of the Board of Directors assembles during the validity period of this Contract (hereinafter: **confidential data**).

The member of the Board of Directors agrees not to use or disclose such confidential data, as well as to ensure that his/her personnel, if he/she has it, does not use or disclose such information without explicit written authorization issued by the Company.

The member of the Board of Directors agrees to return any and all confidential data to the Company after cancellation or termination of this Contract, within 30 (thirty) days after the aforementioned time at the latest.

The obligation of confidentiality is permanent and shall apply indefinitely after expiration of his mandate as a member of the Company's Management Board, or upon cancellation or termination of this Contract.

The obligations as per this Article represent supplementary obligations which in no way undermine any obligation of keeping trade secrets which the member of the Board of Directors is required to comply with in line with the Law or the Company's general acts.

Article 9

The member of the Board of Directors hereby warrants that there is not or will not be, during the validity of this Agreement, any conflict of interest which would undermine his ability to provide the necessary services or that would cause certain improper situation with reference to service providing. The member of the Board of Directors further represents and warrants that he is not, nor he shall become an official or employee in an entity controlled by the government or in an international association, or an individual holding an official position on behalf of or in the name of the aforementioned, or an official in a political party, during the validity of this Agreement, without sending a prior written notice to the Company.



Ukoliko je Član Odbora direktora zaposlen u kompaniji u kojoj se kao klijenti mogu pojaviti druge, konkurenske kompanije u odnosu na Društvo (koje imaju isti predmet poslovanja kao i Društvo), s tim u vezi Član Odbora direktora garantuje neće učestvovati u reviziji, pružanju saveta, konsultantskih i/ili bilo kakvih usluga za takve kompanije/klijente, bez izričite pismene saglasnosti Društva.

Član Odbora direktora garantuje da neće davati novac ili predmete ili bilo kakve druge vrednosti, direktno ili indirektno, ili na bilo koji drugi način, državnim službenicima ili zaposlenima u vladi, zakonodavnom ili regulatornom telu, ili koristiti bilo kakve nelegalne, nemoralne ili neprihvatljive metode. U cilju izbegavanja svake sumnje ili ograničavanja gore navedene garancije, Član Odbora direktora dalje garantuje da neće davati poklone ili nadoknade u gotovom novcu i slično u ime Društva ili neke od njegovih filijala niti će gostiti državne službenike, izabrane predstavnike ili druga lica bez prethodnog odobrenja od strane Društva u pisanoj formi.

Nijedan deo novčanih sredstava isplaćenih od strane Društva, Član Odbora direktora neće iskoristiti direktno, indirektno ili na bilo koji drugi način, (i) u svrhu koja bi predstavljala kršenje bilo kog zakona, (ii) u svrhu ostvarivanja neke koristi od zaposlenih u vladi, ili (iii) u bilo koju drugu nelegalnu, nemoralnu ili neprihvatljivu svrhu, bilo u vezi sa ovim ugovorom ili ne.

Član 10

Član Odbora direktora ima pravo na naknadu za obavljanje svoje funkcije u skladu sa usvojenom Politikom naknada članovima Odbora direktora Društva u iznosu od 600 EURO neto po održanoj sednici Odbora direktora, bez obzira na način održavanja sednice, kao i za prisustvovanje Skupštini akcionara, koji iznos predstavlja i naknadu za pokriće svih troškova koji mogu nastati u vezi sa obavljanjem funkcije Člana Odbora direktora. Naknada iz ovog stava se isplaćuje u roku do 30 dana od dana održane sednice i to u dinarskoj protivvrednosti po srednjem kursu koji je važio na dan održavanja sednice.

Pored naknade iz prethodnog stava, Član Odbora direktora ima pravo i na naknadu na ime angažovanja u Komisiji za reviziju Društva od 500

If the member of the Board of Directors is employed by a company which has clients of other companies competitive to this Company (performing the same business activities as the Company), the member of the Board of Directors hereby warrants not to be involved in any audit, advising, providing consultancy and/or any other services for those companies/clients, without the Company's prior written approval.

The member of the Board of Directors warrants that he shall not offer money or anything else of value, directly, indirectly, or through any other means whatsoever, to any government official or employee in a legislative or regulatory body, or use any illegal, unethical or improper methods in connection with this Agreement. With the aim of avoiding any suspicion or limiting the above-stated warranties, the member of the Board of Directors further warrants that he shall not make a gift or contribution in cash or in kind to, on behalf of the Company or any of its affiliates, nor shall it entertain any government official or designated representatives or any other persons without the Company's prior written approval.

No part of any payments by the Company to the member of the Board of Directors shall be used, directly, indirectly, or through any other means whatsoever (i) for any purpose that would constitute a violation of the laws, (ii) in order to procure any improper benefit from any government official or (iii) for any illegal, unethical, or improper purpose, whether or not in connection with this Contract.

Article 10

The member of the Board of Directors is entitled to net compensation for his work as a member of the Company's Board of Directors, regardless of the manner of holding the session, in the amount of EUR 600, per each attendance at the regular meeting of the Board of Directors and the Shareholders Assembly, including the compensation for covering all expenses incurred while performing the function of the Board of Directors in normal and undisturbed manner. The compensation will be paid 30 days after the meeting, in RSD currency at the official mid-exchange rate on the day of the meeting.

Except for the compensation previously stated, the member of the Board of Directors is also entitled to the compensation for engagement in



EURO neto mesečno. Nadoknada iz ovog stava se isplaćuje do 15-og u mesecu za prethodni mesec u dinarskoj protivvrednosti po srednjem kursu NBS na dan isplate.

the Audit Commission in the amount of EUR 500 per month. The compensation from this paragraph shall be paid not later than the fifteenth day of month for the previous month in RSD currency according to mid-exchange rate of NBS on the pay of payment.

Društvo će plaćati sve primenjive poreze i doprinose na naknade isplaćene Članu Odbora direktora.

The Company shall pay all applicable taxes and contributions on compensations defined hereof to the member of the Board of Directors, as per the subject Agreement.

Član Odbora direktora nema pravo na naknadu, odnosno otpremninu zbog prestanka svojstva Člana Odbora direktora. Društvo ne obezbeđuje Članu Odbora direktora dobrovoljno penzijsko i dodatno zdravstveno osiguranje.

The member of the Board of Directors is not entitled to compensation, that is, severance pay due to the cessation of the membership in the Board of Directors. The Company does not provide to the member of the Board of Directors the voluntary pension or additional health insurance.

Član 11.

Društvo će nadoknaditi Članu Odbora direktora njegove razumne sudske i druge troškove i gubitke u vezi sa tužbama, građanskim, upravnim ili krivičnim postupkom, ili regulatornom ili bilo kojom drugom zvaničnom istragom koji mogu biti pokrenuti protiv Člana Odbora direktora u pogledu njegovih radnji tokom obavljanja funkcije u Društvu, pod uslovom da je Član Odbora direktora u izvršavanju svojih poslova i dužnosti postupao savesno, sa pažnjom dobrog privrednika, i u razumnom uverenju da deluje u najboljem interesu društva (dalje „**Postupci**“).

Article 11

The Company shall compensate the member of the Board of Directors his/her reasonable expenses related to court or other fees and losses related to suits, civil, administrative or criminal procedures, or regulatory or any other investigation which may be initiated against the member of the Board of Directors with regard to his/her performance during his/her function in the Company, provided that the member of the Board of Directors in performing his/her activities presented conscientiously, with the care of a prudent businessman, with a reasonable belief to act in the Company's best interest (hereinafter "**Procedures**")

Naknada se isplaćuje na osnovu dokumentovanog dokaza o troškovima.

The compensation shall be paid based on the documented evidence on occurred expenses.

Naknada troškova se neće isplaćivati, ako nije ispunjen uslov iz stava 1 ovog člana, kao i ako nadležni sud utvrdi da je radnja ili propust Člana Odbora direktora koji je osnov za vođenje Postupka učinjena namerno ili uz krajnju nepažnju u vršenju njegovih dužnosti ili ako je namera takve radnje ili propusta bila nezakonito sticanje lične koristi ili namerno nanošenje štete Društvu.

The compensation shall not be paid if the requirement from the paragraph 1 of this article is not fulfilled, as well as in case the court determines that the act or omission of the member of the Board of Directors which presents the ground for the Procedure is made with the intention or gross negligence in performing of his duties, or if the intention of such act or omission was to illegally gain the personal benefits or to intentionally damage the Company.

Član 12.

Ovaj Ugovor važi do isteka mandatnog perioda na koji je član Odbora direktora imenovan.

Article 12

This Contract shall be valid until the expiration of the mandate period to which the member the member of the Board of Directors was appointed.



Član 13.

Ovaj Ugovor prestaje da važi i pre isteka mandatnog perioda na koji je član Odbora direktora imenovan, naročito u sledećim slučajevima:

- 1) ako u toku trajanja mandata prestane da ispunjava uslove da bude Direktor Društva, danom prestanka ispunjavanja ovih uslova;
- 2) razrešenjem od strane Skupštine Društva pre isteka mandata na koji je imenovan;
- 3) ako Skupština ne usvoji godišnje finansijske izveštaje Društva u roku koji je predviđen za održavanje redovne sednice Skupštine;
- 4) podnošenjem ostavke od strane Direktora na svoju funkciju u Odboru direktora;
- 5) povredom odredbi ovog ugovora; i
- 6) u drugim slučajevima predviđenim zakonom i aktima Društva.

Član 14.

Izmene i dopune ovog Ugovora mogu se vršiti aneksom odobrenim od Skupštine Društva, kao i bez odobrenja Skupštine Društva ukoliko se aneksom ne menjaju suštinski bitni elementi ovog ugovora.

Član 15.

Sve eventualne nesporazume proistekle po ovom Ugovoru, ugovorne strane će rašiti sporazumno, a ukoliko u tome ne uspeju, za rešenje spora ugovara se nadležnost stvarno nadležnog suda u Beogradu.

Član 16.

Ovim ugovorom se zamenjuje ranije zaključen ugovor između ugovornih strana, koji se odnosi na istu materiju.

Član 17.

Ovaj ugovor je sačinjen u dva istovetna primerka od kojih po jedan za svaku ugovornu stranu

Društvo/Company

Article 13

This Contract shall be terminated before the final date of the mandate period to which the member of the Board of Directors was appointed, especially in the following instances:

- 1) if during the mandate period, he/she ceases to fulfill the conditions necessary for performing the position of the Company's Director, as of this particular day;
- 2) if the Shareholders' Assembly discharges him/her prior to the mandate termination,
- 3) if the Shareholders' Assembly misses to adopt the Company's Financial Report during the period planned for holding the regular session of the Assembly;
- 4) if a Director submits his/her resignation from the membership of the Board of Directors;
- 5) due to a breach of provisions of this Contract; and
- 6) in other events defined by the law or Company's internal acts.

Article 14

Amendments and modifications of this Contract, may be made by an annex approved by the Shareholders Assembly, as well as without the approval of the Shareholders' Assembly, if the annex does not change the essential elements of this agreement.

Article 15

The contracting parties shall mutually resolve any and all disagreements in amicable manner. However, in the event of dispute, the subject matter shall be referred to the jurisdiction of the competent court in Belgrade.

Article 16

This contract shall replace all previous contracts concluded between the contractual parties which regulate the same subject matter.

Article 17

This Contract is made in two identical copies, one for each party.

Član odbora direktora/Member of the Board