UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 8, 2018

Philip Morris International Inc.
(Exact name of registrant as specified in its charter)

Virginia	**1-33708**	**13-3435103**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

120 Park Avenue, New York, New York	**10017-5592**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (917) 663-2000

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) *Equity Awards*. Named executive officers of Philip Morris International Inc. (the "Company") receive 40% of their targeted equity award in the form of restricted stock units, or RSUs, and 60% in the form of performance share units, or PSUs. Accordingly, on February 8, 2018, the Compensation and Leadership Development Committee of the Board of Directors of the Company (the “Committee”) approved the grants of RSUs and PSUs under the Philip Morris International Inc. 2017 Performance Incentive Plan to the Company's named executive officers in the amounts indicated below:

Name	RSUs	PSUs
André Calantzopoulos	44,100	66,140
Marc Firestone	13,630	20,440
Martin G. King	7,190	10,780
Jacek Olczak	13,010	19,520
Miroslaw Zielinski	12,630	18,940

The foregoing awards of RSUs are due to vest on February 17, 2021. The form of the RSU agreement is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

The foregoing awards of PSUs are due to vest on February 17, 2021 at the end of a three-year (2018-2020) performance cycle only to the extent performance goals pre-established and pre-weighted by the Committee are achieved. The form of the PSU agreement is attached as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated by reference herein.

Annual Incentive Compensation Awards. On February 8, 2018, the Committee approved annual incentive compensation awards for 2017, payable in cash, to the Company's named executive officers, in the amounts indicated below:

Name	**Annual Incentive Award**	
	CHF	US$ (a)
André Calantzopoulos	3,177,420	3,377,883
Marc Firestone	1,466,260	1,558,766
Martin G. King	971,760	1,033,068
Jacek Olczak	1,400,140	1,488,475
Miroslaw Zielinski	1,358,450	1,444,155

(a) Annual incentive compensation awards are converted to U.S. dollars using the average conversion rate on February 8, 2018 of CHF1.00 = $1.06309.

The annual incentive compensation awards were set based on a pre-established matrix formula employing six performance measures.

Base Salaries. The Committee made no changes to the base salaries of the named executive officers from the previously disclosed levels.

The Company will provide additional information regarding the compensation of its named executive officers in the Company’s proxy statement for the Company’s Annual Meeting of Shareholders, which will be issued in March 2018.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

10.1 Form of Restricted Stock Unit Agreement

10.2 Form of Performance Stock Unit Agreement

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PHILIP MORRIS INTERNATIONAL INC.

By:	/S/ JERRY WHITSON
Name:	Jerry Whitson
Title:	Deputy General Counsel and Corporate Secretary

DATE: February 13, 2018

Exhibit 10.1

PHILIP MORRIS INTERNATIONAL INC.
2017 PERFORMANCE INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT
FOR PHILIP MORRIS INTERNATIONAL INC. COMMON STOCK
(February 8, 2018)

PHILIP MORRIS INTERNATIONAL INC. (the "Company"), a Virginia corporation, hereby grants to the employee identified in the Award Statement (the "Employee") under the Philip Morris International Inc. 2017 Performance Incentive Plan (the "Plan"), a Restricted Stock Unit Award (the "Award") dated February 8, 2018 (the "Award Date") with respect to the number of shares of the Common Stock of the Company (the "Common Stock") set forth in the Award Statement (the "RSUs"), all in accordance with and subject to the following terms and conditions:

1. Normal Vesting. Subject to Section 2 of this Agreement below, the RSUs shall become fully vested on the Vesting Date set forth in the Award Statement (the "Vesting Date"), provided that the Employee remains an employee of the PMI Group during the entire period commencing on the Award Date and ending on the Vesting Date, and provided further that the Employee has complied with all applicable provisions of HSR.

2. Termination of Employment Before Vesting Date. (a) In the event of the termination of the Employee's employment with the PMI Group prior to the Vesting Date due to (i) death, Disability or (ii) Normal Retirement, or (iii) early retirement or termination of employment (other than for cause), in either case by mutual agreement and after the Employee has attained age 58, then the RSUs shall become fully vested on the date of death, Disability, Normal Retirement, or such early retirement or termination of employment or the date specified in such mutual agreement.

(b) Subject to the provisions of section 6(a) of the Plan, if the Employee's employment with the PMI Group is terminated prior to the Vesting Date in circumstances not specified in items (i), (ii) or (iii) of the preceding paragraph, the Employee shall forfeit all rights to the RSUs. Notwithstanding the foregoing and except as provided in section 6(a) of the Plan, upon the termination of an Employee's employment with the PMI Group, the Compensation Committee may, in its sole discretion, vest some or all of the RSUs.

(c) If within the period of 12 months prior to the date of termination of employment, the Employee was an Executive Officer (as designated by the Board of Directors of the Company within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended) and the termination of employment of such Employee is due to a reason other than death or Disability, any shares of Common Stock that are received by such Employee as a result of accelerated vesting provisions of Section 2(a) or (b), shall be automatically subject to a holding period that expires 12 consecutive months from the date of termination of employment.

3. Voting and Dividend Rights; Withholding Tax on Dividend Equivalents. The Employee does not have the right to vote the RSUs or receive dividends prior to the date, if any, such RSUs are paid to the Employee in the form of Common Stock pursuant to the terms hereof. However, unless otherwise determined by the Compensation Committee, the Employee shall receive cash amounts (less applicable withholding taxes) equal to the dividends paid from the date the Award is granted through the date of payment under Section 7 of this Agreement

with respect to shares of Common Stock issuable with respect to the Award, as such dividends are paid.

4. Transfer Restrictions. This Award and the RSUs are non-transferable and may not be transferred, assigned, hypothecated, pledged or otherwise encumbered and shall not be subject to execution, attachment or similar process. Upon any attempt to effect any such disposition, or upon the levy of any such process, the Award shall immediately become null and void and the RSUs shall be forfeited. These restrictions shall not apply, however, to any payments received pursuant to Section 7 of this Agreement below. In addition, shares of Common Stock subject to the holding period described in Section 2 (c) of this Agreement may not be transferred, assigned, hypothecated, pledged or otherwise encumbered for the duration of the applicable holding period.

5. Withholding Taxes on Common Stock upon Vesting. With respect to Common Stock issuable upon vesting, the Company is authorized to satisfy the actual statutory withholding taxes, or hypothetical withholding tax amounts if applicable, arising from this Award by (a) deducting the number of shares of Common Stock payable under the RSUs having an aggregate value equal to the amount of withholding taxes due from the total number of shares of Common Stock payable under the RSUs becoming subject to current taxation or (b) the remittance of the required amounts from any proceeds realized upon the open-market sale of the Common Stock received in payment of vested RSUs by the Employee. Shares of Common Stock payable under the RSUs deducted from this Award in satisfaction of tax withholding shall be valued at the Fair Market Value of the Common Stock on the date as of which the amount giving rise to the withholding requirement first became includible in the gross income of the Employee under applicable tax laws. If the Employee is on an international assignment, the Company will calculate the amount of hypothetical tax which will be imposed on the Employee's RSUs, in accordance with the Company's guidelines in force at the time the withholding obligation arises.

6. Death of Employee. If any of the RSUs shall vest upon the death of the Employee, any Common Stock received in payment of the vested RSUs shall be registered in the name of the estate of the Employee.

7. Settlement of RSUs. Each RSU granted pursuant to this Award represents an unfunded and unsecured promise of the Company, subject to the vesting and other terms of this Agreement, to issue to the Employee one share of the Common Stock. Except as otherwise expressly provided in the Award Statement and subject to the terms of this Agreement, such issuance shall be made to the Employee (or, in the event of his or her death to the Employee's estate as provided above) as soon as reasonably practicable following the vesting of the RSU pursuant to Section 1 or 2 of this Agreement (and, if the Employee is subject to US Federal income tax, in no event later than March 15 of the calendar year following such Employee's separation from service, except as otherwise provided in Section 8 below), provided, however, that if the Company determines that settlement in the form of Common Stock is impractical or impermissible under the laws of the Employee's country of residence, the RSUs will be settled in the form of cash, and provided further that any applicable waiting period under HSR has expired or been terminated.

8. Special Payment Provisions. Notwithstanding anything in this Agreement to the contrary, if the Employee is subject to US Federal income tax on any part of the payment of the RSUs, and will become eligible for Normal Retirement (a) for RSUs with a Vesting Date between January 1 and March 15, before the calendar year preceding the Vesting Date and (b) for RSUs with a Vesting Date after March 15, before the calendar year in which such Vesting

Date occurs, then the RSUs shall be subject to the following provisions of this Section 8. If the Employee is a "specified employee" within the meaning of Code section 409A, any payment of RSUs under Section 7 of this Agreement above that is on account of his separation from service and is scheduled to be paid within six months after such separation from service shall accrue without interest and shall be paid as soon as reasonably practicable after the first day of the seventh month, or thirteenth month in situations described in Section 2(c) of this Agreement if applicable, beginning after the date of the Employee's separation from service or, if earlier, as soon as reasonably practicable following the Employee's death. During such delayed distribution period, the Employee shall continue to receive cash amounts equal to dividends on Common Stock pursuant to Section 3 of this Agreement, and such amounts shall be paid to the Employee as such dividends are paid. In the event of a "Change in Control" under section 6(b) of the Plan that is not also a "change in control event" with the meaning of Treas. Reg. §1.409A-3(i)(5)(i), the RSUs shall vest as set forth in section 6(a) of the Plan, but shall not be paid upon such Change in Control as provided by section 6(a) of the Plan, and shall instead be paid at the time the RSUs would otherwise be paid pursuant to this Agreement. References to termination of employment and separation from service shall be interpreted to mean a separation from service, within the meaning of Code section 409A, with the Company and all of its affiliates treated as a single employer under Code section 409A. This Agreement shall be construed in a manner consistent with Code section 409A.

9. Board Authorization in the Event of Restatement. Notwithstanding anything in this Agreement to the contrary, if the Board of Directors of the Company or an appropriate Committee of the Board determines that, as a result of fraud, misconduct, a restatement of the Company's financial statements, or a significant write-off not in the ordinary course affecting the Company's financial statements, an Employee has received more compensation in connection with this Award than would have been paid absent the fraud, misconduct, write-off or incorrect financial statement, the Board or Committee, in its discretion, shall take such action with respect to this Award as it deems necessary or appropriate to address the events that gave rise to the fraud, misconduct, write-off or restatement and to prevent its recurrence. Such action may include, to the extent permitted by applicable law, causing the partial or full cancellation of this Award and, with respect to RSUs that have vested, requiring the Employee to repay to the Company the partial or full Fair Market Value of the Award determined at the time of vesting. The Employee agrees by accepting this Award that the Board or Committee may make such a cancellation, impose such a repayment obligation, or take other necessary or appropriate action in such circumstances.

10. Other Terms and Definitions. The terms and provisions of the Plan (a copy of which will be furnished to the Employee upon written request to the Office of the Secretary, Philip Morris International Inc., 120 Park Avenue, New York, New York 10017) are incorporated herein by reference. To the extent any provision of this Award is inconsistent or in conflict with any term or provision of the Plan, the Plan shall govern. Capitalized terms not otherwise defined herein have the meaning set forth in the Plan.

For purposes of this Agreement, (a) the term "Disability" means permanent and total disability as determined under procedures established by the Company for purposes of the Plan, and (b) the term "Normal Retirement" means retirement from active employment under a pension plan of any member of the PMI Group or under an employment contract with any member of the PMI Group on or after the date specified as the normal retirement age in the pension plan or employment contract, if any, under which the Employee is at that time accruing pension benefits for his or her current service (or, in the absence of a specified normal retirement age, the age at which pension benefits under such plan or contract become payable without reduction for early commencement and without any requirement of a particular period of prior service). In any case in which (i) the meaning of "Normal Retirement" is uncertain under the definition contained in the prior sentence or (ii) a termination of employment at or after age 65 would not otherwise constitute "Normal Retirement," an Employee's termination of employment shall be treated as a "Normal Retirement" under such circumstances as the Compensation Committee, in its sole discretion, deems equivalent to retirement. "PMI Group" means the Company and each of its subsidiaries and affiliates. Generally, for purposes of this Agreement, (x) a "subsidiary" includes only any company in which the Company, directly or indirectly, has a beneficial ownership interest of greater than 50 percent and (y) an "affiliate" includes only any company that (A) has a beneficial ownership interest, directly or indirectly, in the Company of greater than 50 percent or (B) is under common control with the Company through a parent company that, directly or indirectly, has a beneficial ownership interest of greater than 50 percent in both the Company and the affiliate. "Compensation Committee" means the Compensation and Leadership Development Committee of the Board of Directors of the Company. "HSR" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended. "Code section 409A" means section 409A of the Internal Revenue Code and the regulations thereunder.

IN WITNESS WHEREOF, this Restricted Stock Unit Agreement has been duly executed as of February 8, 2018.

PHILIP MORRIS INTERNATIONAL INC.
/S/ JERRY WHITSON

Jerry Whitson
Deputy General Counsel and Corporate Secretary
Philip Morris International Inc.

Exhibit 10.2

PHILIP MORRIS INTERNATIONAL INC.
2017 PERFORMANCE INCENTIVE PLAN

PERFORMANCE SHARE UNIT AGREEMENT
FOR PHILIP MORRIS INTERNATIONAL INC. COMMON STOCK
(February 8, 2018)

Performance Period: January 1, 2018 to December 31, 2020

PHILIP MORRIS INTERNATIONAL INC. (the "Company"), a Virginia corporation, hereby grants to the employee identified in the Award Statement (the "Employee") under the Philip Morris International Inc. 2017 Performance Incentive Plan (the "Plan"), a Performance Share Unit Award (the "Award") dated February 8, 2018 (the "Award Date") representing a right to receive shares of the Common Stock of the Company (the "Common Stock") set forth in the Award Statement (the "PSUs"), all in accordance with and subject to the following terms and conditions:

1. Normal Vesting.

(a) Subject to Section 1(b) of this Agreement below, a number of PSUs shall become vested on the Vesting Date set forth in the Award Statement (the "Vesting Date"), provided that the Employee remains an employee of the PMI Group during the entire period commencing on the Award Date and ending on the Vesting Date, and that the Employee has complied with all applicable provisions of HSR.

(b) The actual number of PSUs that become vested on the Vesting Date is equal to a percentage of the target number of PSUs (the "Performance Percentage"), which percentage is determined based on the performance achieved during the applicable performance period, as shown on the Award Statement and as determined by the Compensation Committee. The minimum percentage of PSUs that can vest is zero, while the maximum is twice the targeted number, subject to the limitations of the Plan. Notwithstanding the foregoing, if the date on which the Compensation Committee certifies the Performance Percentage is after the Vesting Date, then the actual number of PSUs that become vested shall not be determined until such later date of certification, and such later date of certification shall be treated as the Vesting Date for purposes of cash payments with respect to dividends and the timing of payment of the PSUs pursuant to Sections 3 and 7 of this Agreement. The Compensation Committee shall certify the Performance Percentage no later than December 1 of the year in which the Vesting Date occurs.

2. Termination of Employment Before Vesting Date. In the event of the termination of the Employee's employment with the PMI Group prior to the Vesting Date due to (a) Normal Retirement, or (b) early retirement or termination of employment (other than for cause), in either case by mutual agreement and after the Employee has attained age 58, then the requirement that the Employee remain an employee of the PMI Group through the Vesting Date shall be deemed satisfied, and the number of PSUs that become vested shall be determined based on the Performance Percentage as certified by the Compensation Committee in accordance with Section 1 of this Agreement. In the event of the termination of the Employee's employment with the PMI Group prior to the Vesting Date due to death or Disability, then the requirement that the Employee remain an employee of the PMI Group through the Vesting Date shall be deemed satisfied, and the number of PSUs that become vested shall be equal to the target number of PSUs set forth on the Award Statement.

Subject to the provisions of section 6(a) of the Plan, if the Employee's employment with the PMI Group is terminated prior to the Vesting Date for any reason not specified in the preceding paragraph, the Employee shall forfeit all rights to the PSUs. Notwithstanding the foregoing and except as provided in section 6(a) of the Plan, upon the termination of an Employee's employment with the PMI Group, the Compensation Committee may, in its sole discretion, treat the requirement that the Employee remain an employee of the PMI Group through the Vesting Date as deemed satisfied with respect to some or all of the PSUs, and in such case the number of PSUs that become vested shall be determined based on the Performance Percentage as certified by the Compensation Committee in accordance with Section 1 of this Agreement multiplied by the target number of PSUs for which the Compensation Committee treats the continued employment requirement as deemed satisfied.

If the requirement that the Employee remain an employee of the PMI Group through the Vesting Date is deemed satisfied under this Section 2 for any reason other than the Employee's death or Disability, but the Employee dies before the Compensation Committee's certification of the Performance Percentage, then the number of PSUs that become vested shall be equal to the target number of PSUs for which the continued employment requirement is deemed satisfied under this Section 2.

3. Voting and Dividend Rights; Withholding Taxes on Dividend Equivalents. The Employee does not have the right to vote the PSUs or receive dividends prior to the date, if any, PSUs become vested and Common Stock becomes issuable to the Employee pursuant to the terms hereof. However, unless otherwise determined by the Compensation Committee, the Employee shall be credited with cash amounts equal to the dividends paid from the date the Award is granted through the date of payment under Section 7 of this Agreement with respect to shares of Common Stock that become issuable as of the Vesting Date, with such cash credits calculated without interest and paid, less applicable tax withholdings, in accordance with this Agreement.

4. Transfer Restrictions. The Award and the PSUs are non-transferable and may not be assigned, hypothecated or otherwise pledged and shall not be subject to execution, attachment or similar process. Upon any attempt to effect any such disposition, or upon the levy of any such process, the Award shall immediately become null and void and the PSUs shall be forfeited. These restrictions shall not apply, however, to any payments received pursuant to Section 7 of this Agreement below.

5. Withholding Taxes on Common Stock upon Vesting. With respect to Common Stock issuable upon vesting, the Company is authorized to satisfy the actual statutory withholding taxes, or hypothetical withholding tax amounts if applicable, arising from this Award by (a) deducting the number of shares of Common Stock payable under the PSUs having an aggregate value equal to the amount of withholding taxes due from the total number of shares of Common Stock payable under the PSUs becoming subject to current taxation or (b) the remittance of the required amounts from any proceeds realized upon the open-market sale of the Common Stock received in payment of vested PSUs by the Employee. Shares of Common Stock payable under the PSUs deducted from this Award in satisfaction of tax withholding shall be valued at the Fair Market Value of the Common Stock on the date as of which the amount giving rise to the withholding requirement first became includible in the gross income of the Employee under applicable tax laws. If the Employee is on an international assignment, the Company will calculate the amount of hypothetical tax which will be imposed on the Employee's PSUs, in accordance with the Company's guidelines in force at the time the withholding obligation arises.

6. Death of Employee. If any of the PSUs shall vest upon the death of the Employee, any Common Stock received in payment of the vested PSUs shall be registered in the name of the estate of the Employee, and any cash amounts credited with respect to dividends shall be paid to the estate of the Employee.

7. Settlement of PSUs. The grant pursuant to this Award represents an unfunded and unsecured promise of the Company, subject to the vesting, achievement of performance targets and other conditions of this Agreement, to issue to the Employee for each vested PSU one share of the Common Stock and to pay to the Employee in a single lump sum any cash amounts credited on such vested PSU with respect to dividends. Except as otherwise expressly provided in the Award Statement and subject to the terms of this Agreement, such issuance and lump sum payment shall be made to the Employee (or, in the event of his or her death to the Employee's estate as provided above) (a) in all cases other than those set forth in clause (b), as soon as reasonably practicable following the Vesting Date and no later than December 31 of the year in which the Vesting Date occurs, and (b) in the case of termination of employment by reason of death or Disability or the Employee's death after a termination of employment in the circumstances specified in Section 2, as soon as reasonably practicable following such termination of employment or death. Notwithstanding the foregoing, if the Company determines that settlement in the form of Common Stock is impractical or impermissible under the laws of the Employee's country of residence, the PSUs will be settled in the form of cash, and further notwithstanding the foregoing, payment will not occur until any applicable waiting period under HSR has expired or been terminated.

8. Special Payment Provisions. Notwithstanding anything in this Agreement to the contrary, if the Employee is subject to US Federal income tax on any part of the payment of the PSUs and this Award is subject to Code section 409A, then the PSUs shall be subject to the following provisions of this Section 8. If the Employee is a "specified employee" within the meaning of Code section 409A, any issuance or payment in respect of the PSUs under Section 7 of this Agreement above that is on account of his separation from service and is scheduled to be paid within six months after such separation from service shall accrue without interest and shall be paid as soon as reasonably practicable after the first day of the seventh month beginning after the date of the Employee's separation from service or, if earlier, as soon as reasonably practicable following the Employee's death. During such delayed distribution period, the Employee shall continue to be credited with cash amounts equal to dividends on Common Stock for the applicable Award pursuant to Section 3 of this Agreement, and such amounts shall accrue without interest and shall be paid in a lump sum at the time specified in the preceding sentence. In the event of a "Change in Control" under section 6(b) of the Plan that is not also a "change in control event" with the meaning of Treas. Reg. §1.409A-3(i)(5)(i), the PSUs shall vest as set forth in section 6(a) of the Plan, but shall not be paid upon such Change in Control or termination of employment as provided by section 6(a) of the Plan, and shall instead be paid at the time the PSUs would otherwise be paid pursuant to this Agreement. References to termination of employment and separation from service shall be interpreted to mean a separation from service, within the meaning of Code section 409A, with the Company and all of its affiliates treated as a single employer under Code section 409A. This Agreement shall be construed in a manner consistent with Code section 409A.

9. Board Authorization in the Event of Restatement. Notwithstanding anything in this Agreement to the contrary, if the Board of Directors of the Company or an appropriate Committee of the Board determines that, as a result of fraud, misconduct, a restatement of the

Company's financial statements, or a significant write-off not in the ordinary course affecting the Company's financial statements, an Employee has received more compensation in connection with this Award than would have been paid absent the fraud, misconduct, write-off or incorrect financial statement, the Board or Committee, in its discretion, shall take such action with respect to this Award as it deems necessary or appropriate to address the events that gave rise to the fraud, misconduct, write-off or restatement and to prevent its recurrence. Such action may include, to the extent permitted by applicable law, causing the partial or full cancellation of this Award and, with respect to PSUs that have vested, requiring the Employee to repay to the Company the partial or full Fair Market Value of the Award determined at the time of vesting. The Employee agrees by accepting this Award that the Board or Committee may make such a cancellation, impose such a repayment obligation, or take other necessary or appropriate action in such circumstances.

10. Other Terms and Definitions. The terms and provisions of the Plan (a copy of which will be furnished to the Employee upon written request to the Office of the Secretary, Philip Morris International Inc., 120 Park Avenue, New York, New York 10017) are incorporated herein by reference. To the extent any provision of this Award is inconsistent or in conflict with any term or provision of the Plan, the Plan shall govern. Capitalized terms not otherwise defined herein have the meaning set forth in the Plan. This Award shall be treated as an Incentive Award for purposes of the Plan.

For purposes of this Agreement, (a) the term "Disability" means permanent and total disability as determined under procedures established by the Company for purposes of the Plan, and (b) the term "Normal Retirement" means retirement from active employment under a pension plan of any member of the PMI Group or under an employment contract with any member of the PMI Group on or after the date specified as the normal retirement age in the pension plan or employment contract, if any, under which the Employee is at that time accruing pension benefits for his or her current service (or, in the absence of a specified normal retirement age, the age at which pension benefits under such plan or contract become payable without reduction for early commencement and without any requirement of a particular period of prior service). In any case in which (i) the meaning of "Normal Retirement" is uncertain under the definition contained in the prior sentence or (ii) a termination of employment at or after age 65 would not otherwise constitute "Normal Retirement," an Employee's termination of employment shall be treated as a "Normal Retirement" under such circumstances as the Compensation Committee, in its sole discretion, deems equivalent to retirement. "PMI Group" means the Company and each of its subsidiaries and affiliates. Generally, for purposes of this Agreement, (x) a "subsidiary" includes only any company in which the Company, directly or indirectly, has a beneficial ownership interest of greater than 50 percent and (y) an "affiliate" includes only any company that (A) has a beneficial ownership interest, directly or indirectly, in the Company of greater than 50 percent or (B) is under common control with the Company through a parent company that, directly or indirectly, has a beneficial ownership interest of greater than 50 percent in both the Company and the affiliate. "Compensation Committee" means the Compensation and Leadership Development Committee of the Board of Directors of the Company. "HSR" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended. "Code section 409A" means section 409A of the Internal Revenue Code and the regulations thereunder.

IN WITNESS WHEREOF, this Performance Share Unit Agreement has been duly executed as of February 8, 2018.

PHILIP MORRIS INTERNATIONAL INC.
/S/ JERRY WHITSON

Jerry Whitson
Deputy General Counsel and Corporate Secretary
Philip Morris International Inc.