As filed with the Securities and Exchange Commission on August 3, 2026

Registration No. 333-

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

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

STELLANTIS N.V.
(Exact Name of Registrant as Specified in its Charter)

The Netherlands **(State or Other Jurisdiction of Incorporation or Organization)**	**Not applicable** **(I.R.S. Employer Identification No.)**

Taurusavenue 1
2132 LS Hoofddorp
The Netherlands
Tel. No.: +31 23 700 1511
(Address of Principal Executive Offices)

"SHARES TO WIN" 2026 STELLANTIS EMPLOYEE SHAREHOLDING PLAN

(Full Title of the Plan)

Christopher J. Pardi
1000 Chrysler Drive
Auburn Hills, MI 48326
Tel. No.: (248) 512-3986
(Name, Address and Telephone Number, Including Area Code, of Agent for Service)

Giorgio Fossati
Taurusavenue 1
2132 LS Hoofddorp
The Netherlands
Tel. No.: +31 23 700 1511

with a copy to:

David S. Bakst
Mayer Brown LLP
1221 Avenue of the Americas
New York, New York 10020
Tel: +1 212 506 2500

and

James C. Williams
Mayer Brown LLP
71 S. Wacker Drive
Chicago, Illinois 60606
Tel: +1 312 701 8139

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐	Emerging growth company	☐
Non-accelerated filer	☐	Smaller reporting 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 7(a)(2)(B) of the Securities Act. ☐

PART I.

INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

Item 1. Plan Information.

The documents containing the information specified in Part I of Form S-8 (plan and registrant information) will be delivered in accordance with Rule 428(b)(1) under the Securities Act of 1933, as amended (the "Securities Act"). Such documents are not required to be, and are not, filed with the United States Securities and Exchange Commission (the "Commission"), either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. These documents, and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Form S-8, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

Item 2. Registrant Information and Employee Plan Annual Information.

Stellantis N.V. (the "Company" or the "Registrant"), will provide participants of the "Shares to Win" 2026 Stellantis Employee Shareholding Plan (the "Plan"), upon written or oral request and without charge, a copy of the documents incorporated by reference in Item 3 of Part II of this Registration Statement, which are incorporated by reference in the Section 10(a) prospectus, and all documents required to be delivered to employees pursuant to Rule 428(b) under the Securities Act. Requests for such documents should be directed to Taurusavenue 1, 2132 LS Hoofddorp, The Netherlands, Attention: General Counsel, Tel. No.: +31 23 700 1511.

PART II.

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents, which have been filed (other than, in each case, documents or information deemed to have been furnished and not filed in accordance with Commission rules) by the Registrant with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are incorporated by reference herein and shall be deemed to be a part hereof:

(a) The Company's annual report on Form 20-F for the year ended December 31, 2025 filed with the Commission on February 26, 2026 (the "2025 Annual Report");

(b) The description of the Company's Common Shares, as included in Exhibit 2.1 to the 2025 Annual Report; and

(c) The Company's interim reports for the fiscal quarters ended March 31, 2026 and June 30, 2026, filed on April 30, 2026 and July 30, 2026, respectively.

All reports and other documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated herein by reference and shall be deemed a part hereof from the date of filing of such documents. Any statement contained in any document, all or a portion of which is incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained or incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Pursuant to Dutch law, the Company’s directors and officers may be liable to the Company for improper or negligent performance of their duties. They may in certain circumstances also be liable to third parties for damages in the event of bankruptcy, default on the payment of taxes, improper or negligent performance of their duties, or tort. In certain circumstances, directors or officers may also incur criminal liability. The Company’s Articles of Association provide that the Company will indemnify any and all of its current and former officers and directors (including former directors and officers of Peugeot S.A. (“PSA”)) who were or are made a party or are threatened to be made a party to or are involved in, any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative or investigative (each, a “Proceeding”) by reason of their position as a director or officer of the Company against any and all liabilities, damages, reasonable and documented expenses (including reasonably incurred and substantiated attorneys’ fees), financial effects of judgments, fines, penalties (including excise and similar taxes and punitive damages) and amounts paid in settlement in connection with such Proceeding. The indemnification also applies to any person who has served, at the Company’s request, as the director or officer of another company of which the Company owns shares or is a creditor. The Company’s Articles of Association limit the right to indemnification if the director or officer is adjudged by a competent court in a final, non-appealable decision to be liable for gross negligence or willful misconduct in the performance of its duty to the Company. The provisions of Dutch law governing the liability of directors and officers are mandatory in nature. Although Dutch law does not provide for any provisions with respect to the indemnification of directors and officers, the concept of indemnification of directors and officers of a company for liabilities arising from actions undertaken because of their position in the company is, in principle, accepted in the Netherlands. The Company has purchased and maintains insurance for the benefit of its directors and officers which, subject to policy terms and limitations, includes coverage to reimburse directors and officers of the Company for all costs incurred in the defense of any action, suit, or proceeding to which such directors or officers are made party in their capacity as such, or as a director or officer of a company in which the Company owns shares or is a creditor. In connection with the cross-border merger of PSA with and into the Company, effective pursuant to a merger plan approved by the respective boards of PSA and the Company on October 27, 2020, tail insurance coverage was procured and fully paid for the benefit of former directors and officers of Fiat Chrysler Automobiles N.V. (“FCA”), with a claims reporting period of at least six years. With respect to PSA, no separate tail policy was purchased, but former directors and officers of PSA benefit from a five-year extended reporting period in accordance with French law.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit No.	Description of Exhibits
4.1	English translation of the Articles of Association of Stellantis N.V. (incorporated by reference to Exhibit 1.1 to Annual Report on Form 20-F filed with the Commission on February 25, 2022, File No. 001-36675).
4.2	English translation of the Deed of Incorporation of Stellantis N.V. (incorporated by reference to Exhibit 3.2 to Registration Statement on Form F-4, filed with Commission on July 3, 2014, File No. 333-197229).
5.1*	Opinion of Loyens & Loeff N.V. (including consent of such firm).
10.1*	"Shares to Win" 2026 Stellantis Employee Shareholding Plan.
23.1*	Consent of Loyens & Loeff N.V. (included in Exhibit 5.1).
23.2*	Consent of Deloitte & Associés.
23.3*	Consent of EY S.p.A.
24.1	Powers of Attorney (included on the signature page of this Registration Statement).
107*	Filing Fee Table.
*	Filed herewith.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) above do not apply if the information required to be included in the post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Auburn Hills, Michigan, on the 3rd day of August, 2026.

STELLANTIS N.V.

By:	/s/ Joao Laranjo
Name:	Joao Laranjo
Title:	Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby severally constitutes and appoints Giorgio Fossati as his or her true and lawful attorney-in-fact and agent, with full and several power of substitution and resubstitution, to sign for him or her and in his or her name, place and stead, in any and all capacities indicated below, any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute, may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Antonio Filosa Antonio Filosa	Chief Executive Officer and Director	August 3, 2026
/s/ Joao Laranjo Joao Laranjo	Chief Financial Officer	August 3, 2026
/s/ Bonnie Van Etten Bonnie Van Etten	Chief Accounting Officer	August 3, 2026
/s/ John Elkann John Elkann	Chairman and Director	August 3, 2026
/s/ Robert Peugeot Robert Peugeot	Vice Chairman and Director	August 3, 2026
/s/ Henri de Castries Henri de Castries	Director	August 3, 2026
/s/ Fiona Clare Cicconi Fiona Clare Cicconi	Director	August 3, 2026
/s/ Nicolas Dufourcq Nicolas Dufourcq	Director	August 3, 2026
/s/ Juergen Esser Juergen Esser	Director	August 3, 2026
/s/ Ann Godbehere Ann Godbehere	Director	August 3, 2026

/s/ Claudia Parzani	Director	August 3, 2026
Claudia Parzani		
/s/ Daniel Ramot	Director	August 3, 2026
Daniel Ramot		
/s/ Benoit Ribadeau-Dumas	Director	August 3, 2026
Benoît Ribadeau-Dumas		
/s/ Alice Davey Schroeder	Director	August 3, 2026
Alice Davey Schroeder		

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE REGISTRANT

Pursuant to the requirements of the Securities Act, the undersigned, the duly authorized representative in the United States of the Registrant, has signed this Registration Statement in Auburn Hills, Michigan, on the 3rd day of August, 2026.

By: /s/ Christopher J. Pardi

Christopher J. Pardi

Authorized Representative in the United States

Calculation of Filing Fee Tables

S-8

Stellantis N.V.

Table 1: Newly Registered Securities

	Security Type	Security Class Title	Fee Calculation Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
1	Equity	Common Stock, par value EUR 0.01 per share	Other	15,000,000	$ 5.735	$ 86,025,000.00	0.0001381	$ 11,880.05
			Total Offering Amounts:			$ 86,025,000.00		$ 11,880.05
			Total Fee Offsets:					$ 0.00
			Net Fee Due:					$ 11,880.05

Offering Note

1

1. Pursuant to Rule 416(a) under the Securities Act, this Registration Statement covers any additional securities as may hereinafter be offered or issued to prevent dilution resulting from stock splits, stock dividends or similar transactions.
2. Pursuant to Rule 457(c) and (h) under the Securities Act, the proposed maximum offering price per share was determined based on the average of the high and low prices of Common Stock reported by the New York Stock Exchange on July 30, 2026, which date is within five business days prior to filing this Registration Statement.

Table 2: Fee Offset Claims and Sources ☑Not Applicable

	Registrant or Filer Name	Form or Filing Type	File Number	Initial Filing Date	Filing Date	Fee Offset Claimed	Security Type Associated with Fee Offset Claimed	Security Title Associated with Fee Offset Claimed	Unsold Securities Associated with Fee Offset Claimed	Unsold Aggregate Offering Amount Associated with Fee Offset Claimed	Fee Paid with Fee Offset Source
Rule 457(p)											
Fee Offset Claims											
Fee Offset Sources											

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1081 LC AMSTERDAM
Blaak 31
3011 GA ROTTERDAM
The Netherlands
INTERNET www.loyensloeff.com

To: the party (the **Opinion Addressee**) listed in Schedule 1 (Opinion addressee)

RE	**Dutch law legal opinion - Shares to Win 2026 - SEC Registration / Stellantis N.V.**
REFERENCE	61947790
DATE	3 August 2026

1 INTRODUCTION

We have acted as special counsel on certain matters of Dutch law to the Opinion Party.

2 DEFINITIONS

2.1 Capitalised terms used but not defined herein are used as defined in the Schedules to this opinion letter.

2.2 In this opinion letter:

Articles means the articles of association listed in paragraph 2.2 (Constitutional documents) of Schedule 3 (Reviewed documents).

Board Regulations means the document listed in paragraph 2.3 (Board regulations) of Schedule 3 (Reviewed documents).

Board Resolutions means the document listed in paragraph 2.4 (Board resolutions) of Schedule 3 (Reviewed documents).

Common Shares means the ordinary shares *(gewone aandelen*) with nominal value EUR 0.01 each, in the capital of the Opinion Party.

Equity Incentive Plan means the document listed in paragraph 1.2 of Schedule 3 (Reviewed documents).

Excerpts means any document listed in paragraph 2.1 (Excerpts) of Schedule 3 (Reviewed documents).

Opinion Documents means any document listed in paragraph 1 (Opinion documents) of Schedule 3 (Reviewed documents).

Opinion Party means the entity listed in Schedule 2 (Opinion party).

Principles has the meaning ascribed thereto in the document listed in paragraph 2.4 (Board resolutions) of Schedule 3 (Reviewed documents).

Resolutions means the Board Resolutions and the Shareholders' Resolutions.

SEC means the U.S. Securities and Exchange Commission.

Securities Act means the U.S. Securities Act of 1933, as amended.

Shareholders' Resolutions means the document listed in paragraph 2.5 (Shareholders' resolutions) of Schedule 3 (Reviewed documents).

Trade Register means the trade register of the Chamber of Commerce in the Netherlands.

3 SCOPE OF INQUIRY

3.1 For the purpose of rendering this opinion letter, we have only examined and relied upon electronically transmitted copies of the Opinion Documents and the other documents listed in Schedule 3 (Reviewed documents).

3.2 We have not reviewed and express no opinion on any document incorporated by reference or referred to in the Opinion Documents other than the documents referred to in paragraph 3.1.

3.3 We have undertaken the following checks (the **Checks**) at the date of this opinion letter:

(a) an inquiry at the Trade Register, confirming that no relevant changes were registered compared to the contents of the Current Excerpt; and

(b) an inquiry at the Central Insolvency Register (*Centraal Insolventieregister*) confirming that the Opinion Party is not listed with the Central Insolvency Register and not listed on the EU Registrations list with the Central Insolvency Register.

4 NATURE OF OPINION

4.1 We only express an opinion on matters of Dutch law and the law of the European Union, to the extent directly applicable in the Netherlands, in force on the date of this opinion letter, excluding unpublished case law, all as interpreted by Dutch courts and the European Court of Justice. We do not express an opinion on tax law, competition law, sanction laws, equal treatment and financial assistance. The terms "the Netherlands" and "Dutch" in this opinion letter refer solely to the European part of the Kingdom of the Netherlands.

4.2 Our opinion is strictly limited to the matters stated herein. We do not express any opinion on matters of fact, on the commercial and other non-legal aspects of the transactions contemplated by the Opinion Documents and on any representations, warranties or other information included in the Opinion Documents and any other document examined in connection with this opinion letter, except as expressly stated in this opinion letter.

4.3 In this opinion letter Dutch legal concepts are sometimes expressed in English terms and not in their original Dutch terms. The concepts concerned may not be identical to the concepts described by the same English term as they exist under the laws of other jurisdictions. For the purpose of tax law a term may have a different meaning than for the purpose of other areas of Dutch law.

4.4 This opinion letter may only be relied upon under the express condition that any issue of interpretation or liability arising hereunder will be governed by Dutch law and be brought exclusively before the competent court in Rotterdam, the Netherlands.

4.5 This opinion letter is issued by Loyens & Loeff N.V. and may only be relied upon under the express condition that any liability of Loyens & Loeff N.V. is limited to the amount paid out under its professional liability insurance policies. Individuals or legal entities that are involved in the services provided by or on behalf of Loyens & Loeff N.V. cannot be held liable in any manner whatsoever.

5 OPINIONS

The opinions expressed in this paragraph 5 (Opinions) should be read in conjunction with the assumptions set out in Schedule 4 (Assumptions) and the qualifications set out in Schedule 5 (Qualifications). On the basis of these assumptions and subject to these qualifications and any factual matters or information not disclosed to us in the course of our investigation, we are of the opinion that as at the date of this opinion letter:

5.1 **Corporate status**

The Opinion Party has been duly incorporated and is validly existing as a naamloze vennootschap (*public limited liability company*) under Dutch law.

5.2 **Issued share capital**

When issued, the Offer Shares will have been validly issued, fully paid and validly outstanding and will be non-assessable.

6 ADDRESSEES

6.1 This opinion is an exhibit to the Registration Statement and may be relied upon solely for the purpose of the registration of the Registration Statement in accordance with the Securities Act. It may not be supplied, and its contents or existence may not be disclosed, to any person other than as an exhibit to (and therefore together with) the Registration Statement and may not be relied upon for any purpose other than the registration.

6.2 We consent to the filing of this opinion letter with the SEC as an exhibit to the Registration Statement and to the reference to Loyens & Loeff N.V. in the Registration Statement under the heading 'Legal Matters'. In giving this consent, we do not admit that we are a person whose consent is required under the Securities Act or any rules and regulations promulgated by the SEC.

Yours faithfully,
Loyens & Loeff N.V.
/s/ Loyens & Loeff N.V.

Schedule 1

OPINION ADDRESSEE

(1) Stellantis N.V.

<u>Schedule 2</u>

OPINION PARTY

(2) Stellantis N.V., registered with the Trade Register under number 60372958.

Schedule 3

REVIEWED DOCUMENTS

1 OPINION DOCUMENTS

1.1 The registration statement dated 3 August 2026 of the Common Shares with the SEC under the Securities Act (the **Registration Statement**).

1.2 The Shares to Win 2026 Equity Incentive Plan expected to be published on or about 4 August 2026.

2 ORGANISATIONAL DOCUMENTS

2.1 **Excerpt**

2.1.1 An excerpt of the registration of the Opinion Party in the Trade Register dated 22 April 2026.

2.1.2 An excerpt of the registration of the Opinion Party in the Trade Register dated 31 July 2026 (the **Current Excerpt**).

2.2 **Constitutional documents**

2.2.1 The deed of incorporation of the Opinion Party dated 1 April 2014.

2.2.2 The articles of association of the Opinion Party dated 10 March 2021.

2.3 **Board regulations**

The regulations of the board of directors of the Opinion Party dated 10 October 2024.

2.4 **Board resolutions**

The undated written resolutions of the board of directors of the Opinion Party and the email correspondence dated 5 May 2026 evidencing the approval of such resolutions by all directors to approve and launch the Equity Incentive Plan, and, subject to the Principles (as defined therein), to enable and authorise the Chief Executive Officer (as defined therein), or its delegate, to grant rights to subscribe for or to issue new Common Shares (the **Offer Shares**), and exclude, to the extent required, all statutory pre-emption rights (*voorkeursrechten*), in connection therewith.

2.5 **Shareholders' resolutions**

The extract from the minutes of the annual general meeting 2026 of the Opinion Party dated 14 April 2026 including the proposal to designate the Opinion Party's board of directors (*raad van bestuur*) as the corporate body authorised to resolve to issue new Common Shares and to grant rights to subscribe for new Common Shares and to limit or exclude pre-emption rights in connection therewith, from which minutes it follows that this proposal was adopted by the general meeting of the Opinion Party on 14 April 2026 (the **Authorisation**).

Schedule 4

ASSUMPTIONS

The opinions in this opinion letter are subject to the following assumptions:

1 Documents

1.1 All original documents are authentic, all signatures (whether handwritten or electronic) and confirmations are genuine and were inserted or agreed to be inserted by the relevant individual, and all copies conform to the originals.

1.2 All documents and the legal acts contained therein are accurate, complete, unmodified and not terminated (unless modified by any other document reviewed for the purposes of this opinion letter).

1.3 The Equity Incentive Plan will be published in the form as referred to in paragraph 1.2 of Schedule 3 (Reviewed documents).

2 Corporate authorisations

2.1 The Resolutions have been made with due observance of the relevant Articles and any applicable board regulations.

2.2 No member of the board of directors of the Opinion Party has a direct or indirect personal interest which conflicts with the interest of the Opinion Party or its business in respect of the transactions contemplated by the Opinion Documents (although not constituting conclusive evidence thereof, this assumption is supported by the contents of its Board Resolutions).

3 Existence

The Opinion Party has not been dissolved, merged involving the Opinion Party as disappearing entity, demerged, converted, terminated, granted a suspension of payments, declared bankrupt, subjected to any other insolvency proceedings or prohibited within the meaning of Section 2:20 (4) of the Dutch Civil Code (although not constituting conclusive evidence thereof, this assumption is supported by the contents of the Resolutions, the Checks and the Excerpts.

4 Issued share capital

4.1 The issue by the Opinion Party of the Offer Shares (or of any rights to acquire Offer Shares) will have been validly authorised with due observance at the time of authorisation of the relevant Articles, any applicable board regulations and the Principles.

4.2 Any pre-emption rights in respect of the issue of the Offer Shares (or of any rights to acquire Offer Shares) will have been observed or validly excluded with due observance at the time of observance or exclusion of the relevant Articles, any applicable board regulations and the Principles.

4.3 The Opinion Party's authorised share capital at the time of issue of any Offer Share, or of any grant of a right to acquire Offer Shares, will be sufficient to allow for the issue or the grant.

4.4 At the time of each issue of an Offer Share or each grant of a right to acquire Offer Shares, the Equity Incentive Plan remains in full force and effect without modification; and the aggregate number of Offer Shares, or of any rights to acquire Offer Shares, that will be issued or granted under the Equity Incentive Plan will not exceed the maximum number permitted under the Authorisation and the Equity Incentive Plan.

4.5 Offer Shares, or rights to acquire Offer Shares, will not be issued or granted to directors (*bestuurders*) of the Opinion Party.

4.6 Each grant of a right to acquire Offer Shares has been or will be validly granted, accepted and exercised in accordance with the Equity Incentive Plan.

4.7 Each grant of a right to acquire Offer Shares will be valid, binding and enforceable against each party.

4.8 Each Offer Share will have been issued in accordance with the Equity Incentive Plan in the form and manner prescribed by the Opinion Party's relevant Articles at the time of issue; and otherwise offered, issued and accepted in accordance with all applicable laws (including, for the avoidance of doubt, Dutch law).

4.9 The nominal amount of each Offer Share and any agreed share premium will have been validly paid.

Schedule 5

QUALIFICATIONS

The opinions in this opinion letter are subject to the following qualifications:

1 Insolvency

The opinions expressed herein may be affected or limited by the provisions of any applicable bankruptcy, suspension of payments, statutory composition proceeding, any intervention, recovery or resolution measure, other insolvency proceedings and fraudulent conveyance (*actio Pauliana*) and other laws of general application now or hereafter in effect, relating to or affecting the enforcement or protection of creditors' rights.

2 Accuracy of information

A Trade Register excerpt does not provide conclusive evidence that the facts set out therein are correct and complete. However, subject to limited exceptions, a company cannot invoke the incorrectness or incompleteness of its trade register registration against third parties who were unaware thereof.

Exhibit 10.1

Stellantis N.V.

Shares To Win 2026

(United States, including Puerto Rico)

Stellantis N.V.

Shares To Win 2026

(United States, including Puerto Rico)

STELLANTIS
SHARES TO WIN 2026
UNITED STATES
(including Puerto Rico)

PART I OF THE PLAN
INFORMATION BROCHURE

Take part in the Stellantis employee share purchase plan

Subscribe online from October 19 to November 6, 2026 on
https://sharestowin.stellantis.com/2026

STELLANTIS
SHARES TO WIN 2026
UNITED STATES (Including Puerto Rico)

INFORMATION BROCHURE

MESSAGE FROM THE CHIEF HUMAN RESOURCES & SUSTAINABILITY OFFICER

Dear colleagues,

For the fourth consecutive year, I am pleased to announce the renewal of “Shares to Win”, Stellantis’ employee share purchase program.

This year’s edition reflects our confidence in the new strategic plan and the opportunities ahead. To reinforce this momentum, Stellantis will offer an additional matching contribution to employee investments.

By allowing you to purchase Stellantis shares on preferential terms, “Shares to Win” provides you with another way to be a part of the Company’s next chapter.

I hope you will give this new edition a warm welcome.

Xavier Chéreau,
Chief Human Resources & Sustainability Officer

TAKE PART IN THE EMPLOYEE SHARE PURCHASE PLAN OF STELLANTIS

What is an employee share purchase plan?

It's a program enabling employees to make an equity investment in Stellantis.

Why is Stellantis offering this program?

Stellantis wants to involve employees of Stellantis Group (the "Group" – please see the relevant chart in Annex 1 of the documents entitled "United States Terms and Conditions (including Puerto Rico)" and the document entitled "Prospectus" listing the participating companies in the US (including Puerto Rico)) even more closely in the Group's future by offering you the opportunity to become a shareholder of the Group on preferential terms.

By participating in Shares To Win 2026, you will subscribe to Stellantis N.V. shares of common stock.

KEY DATES OF THE PLAN

• From October 19 to November 6, 2026	Subscription period During this period, you can make an online subscription at **https://sharestowin.stellantis.com/2026** by clicking on the "Subscribe" button.
• December 17, 2026	Settlement-delivery of the shares of the plan Shares to Win 2026

- October 15, 2026

Setting of the subscription price

This date corresponds to the issuance of Stellantis shares reserved to employees.

You will be informed of the subscription price through the website **https://sharestowin.stellantis.com/2026** by e-mail, and on notice boards.

In the weeks following the settlement delivery of the Stellantis shares, if you subscribe, you will receive a notification from Global Shares, a company that provides stock plan administrative services to employers, including Stellantis, regarding the number of Stellantis N.V. shares you hold in your dedicated account.

WHAT ARE THE BENEFITS OF THE PLAN?

A 20% discount on the purchase price of the shares in US dollars

The reference price is the average of the closing prices of Stellantis N.V. shares on the Milan stock market between September 17, 2026 and October 14, 2026 and will be set on October 15, 2026. The exchange rate between the euro and the US dollars will be set on October 14, 2026.

Without offering you a guarantee of your investment, this discount allows you to optimize your potential gains or mitigate your possible losses depending on the evolution of the Stellantis N.V. share price.

Matching contribution

This year, with the launch of FaSTLAne 2030, you benefit from a one-time enhanced matching contribution from Stellantis, increased up to a maximum of $1,200.

Your personal contribution	**Matching contribution**	**Matching contribution for the bracket, rounded down to the nearest whole number of shares**
Up to and including $200	**3 shares offered for each share subscribed**	**$600** i.e. 300% x $200
Above $200 up to and including $800	**1 share offered for each share subscribed**	**$600** i.e. 100 % x ($800 - $200)
i.e. MAXIMUM MATCHING CONTRIBUTION		**$1,200**

As an example, this means that if you invest $800, you will receive $1,200 as a maximum matching contribution in Stellantis N.V. shares.

The total number of Stellantis N.V. shares subscribed will consist of (i) the Stellantis N.V. shares you purchase with your personal contribution (i.e., your personal contribution divided by the subscription price, rounded down to a whole number of shares), plus (ii) an equal number of matching shares up to $1,200[1].

Please note that the maximum matching contribution of $1,200 is subject to reduction if total requests exceed the available amount (see page 7).

The discount and the matching contribution will be subject to income taxes, Social Security, and Medicare (FICA) taxes, with an obligation for your employer to withhold these taxes from your salary. Participating in the program will trigger a taxable event, against the discount and matching portion of the plan, that will occur in conjunction with the delivery of your shares to you. Please refer to the Prospectus, which describes the tax regime applicable in the United States (including Puerto Rico) in relation with your participation in Shares to Win 2026.

[1] As a result, you may receive a matching contribution that is slightly lower than $1,200.

A simulator is available at: **https://sharestowin.stellantis.com/2026**

The benefit of any dividends

The dividend is a portion of the company’s net profit distributed to shareholders.

You will benefit from any dividends distributed by Stellantis, which will be paid directly to you.

All dividend distributions are subject to prior approval of the shareholders at the Stellantis General Meeting.

The amount of dividends per share paid in the past is no indication of the amount of dividends, if any, that will be paid in the future.

PLEASE NOTE BEFORE INVESTING

Your investment is not guaranteed

For all Stellantis N.V. shareholders, the value of your investment fluctuates with the Stellantis N.V. share price, up and down, based on the stock market. Consequently, depending on the share price, the value of your investment at the end of the lock-up period could be less than your personal contribution. You are therefore exposed to a risk of capital loss.

Before subscribing, please read this brochure, the United States Terms and Conditions (including Puerto Rico) and the Prospectus on the dedicated website https://sharestowin.stellantis.com/2026.

Your investment is locked in for three years

Your investment is locked in for three years (i.e. until December 17, 2029 inclusive), meaning that you cannot sell or otherwise transfer the shares you subscribe to except in the case of authorized early release events.

For more information about authorized early release events, please read the United States Terms and Conditions (including Puerto Rico) and the Prospectus.

CONDITIONS OF SUBSCRIPTION

Who can participate?

All employees of participating Group companies (please see the list of participating companies in Annex 1 to the United States Terms and Conditions (including Puerto Rico)) with three consecutive months of corporate service with seniority on the last day of the subscription period, scheduled for November 6, 2026, who are not on an unpaid leave.

How to subscribe?

To subscribe, it just takes a few clicks:

1) Log in to **https://sharestowin.stellantis.com/2026.**

2) **Click on** the “Subscribe” button.

What are the means of payment?

Payment will be by payroll deduction. More information can be found in the United States Terms and Conditions (including Puerto Rico) and the Prospectus on the subscription website **https://sharestowin.stellantis.com/2026.**

How much to invest?

The **minimum** amount of your personal contribution must correspond to the subscription price of one Stellantis share.

Maximum: Your personal contribution (without considering the Matching Contribution for these purposes) cannot exceed 25% of your estimated gross annual remuneration (fixed and variable) for the 2026 calendar year. In addition, your total subscription contribution will be limited to the total of the pay amount available to you after all normal and required taxes are withheld for the payroll cycles that the Program can facilitate after the window closes (i.e. 1 cycle for Monthly Pay; 2 cycles for Bi-Weekly Pay; and 3 cycles for weekly-paid employees, and 2 cycles for employees in Puerto Rico).

We invite you to use the simulator on **https://sharestowin.stellantis.com/2026** to check your investment ceiling.

WHAT HAPPENS IF THERE IS A HIGH DEMAND?

The total amount of shares reserved for employees, in all the countries where the Plan is being offered, may not exceed 15 million Stellantis N.V. common shares (the “Share Limitation”). The total amount of matching contributions paid by the Group to its employees (gross matching contribution) and the discount may not exceed 50 million euros. (the “Matching Contribution and Discount Limitation”).

- If the amount of the subscriptions received results in one or both Limitations (the Share Limitation and/or the Matching Contribution and Discount Limitation) being exceeded, the following reduction rule will be applied: the highest subscriptions will be reduced until a level is reached that allows both Limitations to be respected.

What happens at the end of the lock-up period?

At the end of the lock-up period, your shares become available and you will then have the option to either:

- keep your shares for as long as you like, at your current share account holder and custodian (Global Shares); or
- transfer your shares to your personal brokerage account; or
- request the sale of your shares.

For further information:

- Review the Prospectus and the United States Terms and Conditions (including Puerto Rico),
- Visit: https://sharestowin.stellantis.com/2026

Due to sanctions imposed by the European Union, citizens or residents of Russia who do not have legal residence or citizenship in a member state of the European Union, in a member state of the European Economic Area or in Switzerland, or citizens or residents of Belarus who do not have legal residence or citizenship in a member state of the European Union, may not participate in this offer.

Consequently, the employee declares*:*

- *he/she is not a national or resident of Russia, unless he/she is a citizen of a member state of the European Union, a member state of the European Economic Area or Switzerland, or unless he/she holds a temporary or permanent residence permit in one of these countries; and;*
- *not be a national or resident of Belarus, unless he/she is a citizen of a member state of the European Union, or unless he/she holds a temporary or permanent residence permit in one of these member states.*

Disclaimers

Past performance is no guarantee of future performance. Stellantis periodically publishes information documents, particularly of a financial nature, on its website (www.stellantis.com). You are invited to consult these documents, which contain important information concerning, among other things, the company's business, strategy and objectives, the risk factors inherent in the company and its business, and its financial results.

STELLANTIS

PART II OF THE PLAN

STELLANTIS EMPLOYEE SHAREHOLDING PLAN

SHARES TO WIN 2026

UNITED STATES TERMS AND CONDITIONS

(including Puerto Rico)

*You have been invited to invest in shares of common stock (the "**Shares**") of the Dutch company Stellantis N.V. ("**Stellantis**") within the 2026 employee shareholding plan "**Shares to Win**" (the "**Plan**"). Participation in Shares to Win is limited to certain employees of the companies participating in the Plan. Annex I lists the companies participating in Shares to Win 2026.*

*This document as Part, II of the Plan, together with the Part I of the Plan (the "**Information Brochure**") and the **Form of Representations & Obligations** (Part III of the Plan), contain the Plan's terms and conditions applicable in the United States, including Puerto Rico. The Information Brochure is available to you on the Stellantis website dedicated to Shares to Win (https://sharestowin.stellantis.com/2026). Please also refer to Prospectus. The Prospectus document describes certain additional provisions and disclosures and expands on the material tax consequences that apply to Plan participants (including Puerto Rico participants). The Prospectus must be read together with these Terms and Conditions. Any reference in this document to United States includes Puerto Rico unless otherwise noted.*

The collection of subscriptions is managed by Natixis Interépargne.

Please note that the contents of this document are provided for information purposes only.

Neither Stellantis nor your employer is providing you with, and will not provide you with, any personal, financial, or tax advice in relation to the Plan, or guarantees regarding the future price of the Shares.

The Plan described in this document and in the other communication materials relating to it, is presented to you because you are an employee of one of the participating companies. Participation in this Plan is not mandatory and your decision to participate or not will have no impact on your employment. The decision whether to participate is yours to make, having regard to your own particular circumstances and any independent advice you may seek.

Eligibility

The Plan is open to all current full-time employees of the companies participating in the Plan in the United States who:

i. have accrued at least three (3) consecutive months of corporate service with seniority as of the last day of the subscription period (i.e., on November 6, 2026), meaning that you

must be employed by one of the companies participating in the Plan on the last day of the subscription period, and

ii. are not on an unpaid leave of absence.

Subscription Period

The subscription period starts on October 19, 2026, and lasts until November 6, 2026 (inclusive).

During the subscription period, you will be able to submit your orders to subscribe for the Shares through the website dedicated to Shares to Win (*https://sharestowin.stellantis.com/2026)*.

Subscription Price

The subscription price (the "**Subscription Price**") will be in U.S. dollars and will be equal to the Reference Price (defined below) minus a 20% discount (the "**Discount**"). The Subscription Price will be communicated to you on October 19, 2026 on the website dedicated to Shares to Win.

The reference price will be set by Stellantis on October 15, 2026, as the average closing price of the Shares on the Euronext Milan (also known as the Borsa Italiana) over the twenty (20) preceding trading days (from September 17, 2026 to October 14, 2026) (the "**Reference Price**").

Method of Payment – What is the payment method available for my subscription?

- ***For Employees in the U.S. Other Than Employees in Puerto Rico:*** Payment for the subscription of the Shares shall be made by payroll deduction from regular paychecks as follows: (dates subject to change):
  - For monthly-paid employees, the Subscription Price will be deducted from your wages in one installment for the payroll periods paid on November 30, 2026;
  - For biweekly-paid employees, the Subscription Price will be deducted from your wages in two installments for the payroll periods paid on November 20, 2026 and December 4, 2026; and
  - For weekly-paid employees, the Subscription Price will be deducted from your wages in three installments for the payroll periods paid on November 20, 2026, November 27, 2026 and December 4, 2026.

  Please note: To the extent possible, payments will be distributed in substantially equal installments across the applicable payroll periods.

- ***For Employees in Puerto Rico:*** Payment for the subscription of the Shares shall be made by payroll deduction: the Subscription Price will be deducted from your wages in two installments for the payroll periods paid on November 13, 2026 and November 27, 2026.

You will receive an email from Natixis Interépargne within two weeks of the end of the subscription period (the last day of which is November 6, 2026), informing you of the final amount of your subscription.

You are responsible for (i) the payment of your subscription price, and (ii) the payment of any income taxes and FICA taxes (Social Security and/or Medicare taxes) due as a consequence of your subscription.

Payroll deductions for the Subscription Price will be taken from the pay specified above. Any Subscription Price deduction from a paycheck will be taken after all normal and regular taxes are withheld. In determining the amount of your personal contribution, you should take into consideration other required and elective deductions from your pay. To the extent possible, payments will be distributed in substantially equal installments across the applicable payroll periods. Please note that in some cases, your personal contribution amount could result in a zero net paycheck and/or reduction in your other deductions. If the entire subscription amount elected is not available from your pay during the allotted pay periods, your subscription may be cancelled in its entirety.

In the event of default on payment, your subscription will be automatically cancelled.

In addition, the Company must make the necessary adjustment to the income taxes and social security contributions, which must be withheld from your salary and other employment income. As noted above, and as further described in the Prospectus, you will be ultimately responsible for the taxes on your subscription related to the Discount and Matching Contribution. For employees in the U.S. other than employees in Puerto Rico, the Discount and Matching Contributions will be processed as a taxable compensation benefit to you and will appear in the Miscellaneous section of your pay statement for the pay period with the following pay date:

- For monthly-paid employees, December 31, 2026
- For biweekly-paid employees, December 31, 2026
- For weekly-paid employees, December 24, 2026

Depending upon the size of your personal and matching contributions, the additional income and social security taxes taken could result in a zero net paycheck and/or reduction in your other deductions for one or more pay periods after the purchase depending on the required withholdings. *The Company reserves the right to withhold any applicable income tax and social security insurance contributions by any withholding method.*

Matching Contribution

If you decide to participate to the Plan, you will receive a financial contribution from the Stellantis Group (the “ **Matching Contribution** ”) of 300% of your personal contribution up to 200 U.S. dollars, and 100% of your personal contribution exceeding 200 U.S. dollars up to 800 U.S. dollars, for a maximum total amount of 1,200 U.S. dollars.

This Matching Contribution will be used to purchase additional Shares for your Shares account.

The total number of Shares that you will receive from your personal contribution and Matching Contribution will consist of (i) the Shares you purchase with your personal contribution (i.e., your personal contribution divided by the Subscription Price, rounded down to a whole number of Shares), (ii) the number of Matching Shares that can be purchased with an amount equal to 300% of your personal contribution of up to 200 U.S. dollars (i.e., such amount divided by the Subscription Price, rounded down to a whole number of Shares), plus (iii) the number of Matching Shares that can be purchased with an amount equal to your personal contribution that exceeds 200 U.S. dollars (i.e., such amount divided by the Subscription Price, rounded down to a whole number of Shares), with the total amount of Matching Contribution not exceeding $1,200.[2]

Minimum and Maximum Subscription

The minimum amount of your personal contribution is the Subscription Price for one Share.

As for the maximum subscription permitted by the Plan, your personal contribution (without considering the Matching Contribution for these purposes) should correspond to 25% of your estimated gross annual remuneration (fixed and variable) for the 2026 calendar year.

Also, it must not exceed a maximum amount based on your individual pay frequency net pay amount, and number of regular payroll cycles, as described in the Information Brochure. You will be responsible for the calculation. A calculator can be found on the website dedicated to Shares to Win (https://sharestowin.stellantis.com/2026). If you exceed this threshold, your employer will be authorized to reduce the amount of your subscription to the extent necessary to allow you to comply with the maximum subscription limit. If required under local law, you agree to authorize your employer to reduce the amount of the maximum subscription to comply with the maximum subscription limit.

Oversubscription and Allocation

If the subscription requests exceed the maximum number of Shares reserved for employees who wish to participate in the offering, subscription requests will be reduced according to the terms and conditions described in the Information Brochure.

Settlement-delivery

The date of settlement-delivery of the Shares is December 17, 2026.

Custody of your Shares, voting rights, dividends

Your Shares will be listed on the New York Stock Exchange (NYSE), on Euronext Paris, and on Euronext Milan (Borsa Italiana) and will be held in your name in a securities account opened with the account holder and custodian "**Global Shares**".

You will be entitled to directly exercise the voting rights attached to your Shares and any dividends paid by Stellantis will be directly paid to you net of Dutch and other legally required withholding taxes.

Lock-up period and early exit cases

Under the Plan, your investment must be held for a period of three years, ending on December 17, 2029 (the " **Lock-Up Period**"). During the Lock-Up Period, your Shares may not be sold, encumbered, transferred, pledged, assigned, or otherwise alienated or hypothecated.

Nevertheless, you can request early sale and exit from the Plan (an "**Early Exit**") before the end of the Lock-Up Period for the following reasons:

1. your disability;

[2] As a result of rounding, you may receive a Matching Contribution of Shares that is slightly less than $1,200.

2. your death; or

3. termination of your employment relationship with the Stellantis Group for any reason.

For purposes of an Early Exit, you would be considered disabled if (i) you are determined to be disabled for Social Security purposes, or (ii) you are determined to be permanently and totally disabled under a qualified retirement plan of a participating company in which you are a participant.

Whether you have incurred a disability entitling you to an Early Exit from the Plan will be determined by your employer. You should not conclude that you have incurred a disability that qualifies for an Early Exit unless (i) you have provided your employer with information and supporting documentation regarding the disability, and (ii) your employer has confirmed that the disability qualifies for an Early Exit. The supporting documentation could consist of a written determination of disability by the Social Security Administration, a written determination of disability by the administrator of a retirement plan in which you were a participant, or other documentation acceptable to your employer.

Labor Law Disclaimer

Please note that this Plan is implemented by Stellantis N.V., not by your local Stellantis employer.

The decision whether to include a class of employees in this or any future plan is made by Stellantis in its sole discretion.

Participation in the Plan does not alter the terms and conditions of your employment. Participation in the Plan does not comprise a contract of employment or a guarantee of employment for any period of time. If you have an employment agreement, the Plan does not form part of your employment agreement and does not amend or supplement such agreement.

Unless required by applicable law or the terms of a U.S. benefit plan in which you are a participant, benefits or payments that you may receive or be eligible for under the Plan will not be taken into consideration in determining the amount of any future benefits, payments or other entitlements that may be due to you (including in cases of termination of employment).

<u>For Residents of Puerto Rico</u>:

The disclosures below apply solely to non-exempt employees pursuant to Puerto Rico Act 249-2000, which amended Puerto Rico Act 17 of April 17, 1931. For purposes of clarification, these disclosures do not apply to exempt employees under the foregoing laws.

YOU ARE NOT REQUIRED TO PURCHASE ANY STOCK ISSUED BY STELLANTIS. YOUR DECISION IS TOTALLY VOLUNTARY AND IF YOU DECIDE NOT TO PURCHASE STOCK, YOUR EMPLOYER MAY NOT TAKE ANY KIND OF ACTION AGAINST YOU. IF YOU BELIEVE YOU HAVE BEEN COERCED IN YOUR DECISION TO PURCHASE ANY ISSUED STOCK OR IF YOU BELIEVE THAT YOUR EMPLOYER HAS TAKEN ANY ACTION WHICH HAS ADVERSELY AFFECTED YOU, YOU MAY FILE A COMPLAINT WITH THE LEGAL DIVISION OF THE PUERTO RICO DEPARTMENT OF LABOR AND HUMAN RESOURCES AND IF FOUND TO HAVE BREACHED THIS AGREEMENT, YOUR EMPLOYER WILL AGREE TO REIMBURSE TO YOU ANY AMOUNT WITHHELD FROM YOUR SALARY, PLUS AN AMOUNT EQUAL TO FIVE (5) TIMES THE AMOUNT WITHHELD.

USTED NO ESTÁ OBLIGADO A COMPRAR NINGUNA ACCIÓN EMITIDA POR STELLANTIS. SU DECISIÓN ES TOTALMENTE VOLUNTARIA Y DE DECIDIR NO HACERLO SU PATRONO NO PUEDE TOMAR NINGUNA ACCIÓN ADVERSA EN SU CONTRA. SI USTED CREE QUE ESTA SIENDO COACCIONADO EN SU DECISIÓN DE COMPRAR ALGUNA ACCIÓN EMITIDA O SI USTED CREE QUE SU PATRONO HA TOMADO CUALQUIER ACCIÓN ADVERSA EN SU CONTRA, USTED PUEDE SOMETER UNA QUERELLA EN LA DIVISIÓN LEGAL DEL DEPARTAMENTO DEL TRABAJO Y RECURSOS HUMANOS DE PUERTO RICO Y, DE SER ENCONTRADA INCURSO EN LA VIOLACIÓN DE ESTE ACUERDO, SU PATRONO ACCEDERÁ A REEMBOLSARLE LA CANTIDAD QUE FUE DESCONTADA DE SU SALARIO, MÁS UNA SUMA IGUAL A CINCO (5) VECES LA CANTIDAD DEDUCIDA.

Administration

All determinations made by Stellantis or your employer concerning the administration of Shares to Win (for example, concerning the applicable exchange rate, calculation of the maximum amount you are permitted to invest, calculation of the Matching Contribution to which you are entitled, or the number of Shares allocated to you, and application of the lock-up period) will be final and binding. Stellantis reserves the right to amend any of the terms set forth in the Information Brochure, this document, or to terminate the Plan, at any time, except that no such amendment or termination shall be made that would adversely affect your rights in any Shares that you have already purchased.

Governing Law

The provisions of the Plan described herein apply to eligible employees in the United States, including Puerto Rico. Although the Plan is intended to be governed by Dutch law, the administration of the Plan is also intended to comply with applicable Puerto Rico and U.S. corporate and labor laws, U.S. and Puerto Rico securities laws, the United States Internal Revenue Code of 1986, as amended and the Puerto Rico Internal Revenue Code of 2011, as amended.

Annex I

List of Participating Members

The following members of the Stellantis Group are participating in Shares to Win 2026:

- FCA US LLC
- FCA Transport LLC
- FCA International Services LLC
- FCA International Operations LLC
- FCA Purchasing LLC
- Mobilisights LLC
- Stellantis Financial Services US Corp
- FCA Caribbean LLC

STELLANTIS

PART III OF THE PLAN: FORM OF REPRESENTATIONS AND OBLIGATIONS

- I, the undersigned, having considered the subscription price for a share of Stellantis N.V. common stock within the framework of the “Shares to Win” plan (the “**Plan**”) and having read the Plan, in particular Part I, the Information Brochure (the “**Information Brochure**”), and Part II, the United States Terms and Conditions (including Puerto Rico) (the “**US Terms**”), and also having read the Prospectus (“**Prospectus**”) made available to me on the website dedicated to the Plan (https://sharestowin.stellantis.com/2026), hereby subscribe for Stellantis N.V. shares of common stock (the “**Shares**”).

- I understand that an exchange rate between the euro and the US dollar, determined by Stellantis N.V. on October 14, 2026 and communicated on October 19, 2026, will apply to the subscription price of the Shares, and will not change for the duration of the subscription period.

- By subscribing to Shares pursuant to the Information Brochure and the US Terms, I agree to be bound by the following representations and obligations.

- I understand that in order to participate in the Plan, I must be able to document that:

  – I am a full-time employee with at least three consecutive months of corporate service with seniority as of November 6, 2026 with a participating company listed on Annex I of the US Terms; and

  – I have been employed as of November 6, 2026

Information about the Plan

- I acknowledge that I have been informed that:

  – my Shares will be subject to transfer restrictions for three years, except in the cases of early release, as described in the US Terms.

  – the amount of my investment could be reduced in the event of oversubscription, according to the terms and conditions described in the Information Brochure and the US Terms.

- I acknowledge that, in the event that I should exercise my right of early exit and request the sale of my Shares before the lapse of three years, I must promptly inform the company of the Stellantis Group by whom I am/was employed.

Payment and default of payment

- The amount corresponding to my subscription, which will be paid by payroll deduction, will be equal to the amount I indicated online, unless reduced in case I exceed the maximum investment limit as described in the Information Brochure or in the event of oversubscription, as described in the US Terms.

- In the event of default on payment, my subscription may be automatically cancelled. Any subscription price deduction will be taken from my wages after all normal and regular taxes are withheld. I acknowledge that in some cases this could result in a zero net paycheck and/or reduction of my other deductions. If the full amount elected is not available, I understand that my subscription may be cancelled, and I will

Protection of personal data

- I acknowledge that I have been duly informed that my personal data will be processed in compliance with the EU Regulation n°2016/679 (the General Data Protection Regulation - the " **GDPR**"), for which Stellantis N.V acts as the data controller (the "**Controller**"), for the data collected and stored, in order to assert my rights under the Plan reserved for employees of the companies participating in the Plan.

- The Controller informs that the personal data, provided directly by the employee in the context of the Shares subscription, will be collected by Natixis Interépargne, the centralizing agent for subscriptions, which will act as the autonomous data controller, according to the applicable privacy laws. In order to receive further details on the processing operations carried out by Natixis Interépargne, please refer to the information notice provided by the latter, under Article 13 of the GDPR

and the electronic data processing, and for the purpose of asserting my rights under the Plan. The Controller informs that the aforementioned categories of third parties may process personal data as "data processor", on the basis of a specific data processing agreement (" **DPA**") entered into with the Controller, pursuant to Article 28 of the GDPR and/or autonomous "data controller", in accordance with the applicable privacy laws. Lastly, the Controller informs that employees' Personal Data will be processed by the Controller's personnel, previously authorized to process personal data under Article 29 of the GDPR.

- If Personal Data, processed in the context of the subscription to the Plan, is transferred towards third countries which are located outside the European Economic Area (" **EEA**"), this will be in accordance with the provisions set forth by Articles 45-46 of the GDPR.

- The common personal data requested in the context

- Finally, I understand that if I am a California resident, the California Privacy Rights Act of 2020 (CPRA) requires employers to inform individuals who reside in California about the employment-related personal information (PI) collected by the employer and how that data is used. Covered individuals can include applicants, employees, dependents and independent contractors. I may access information on how Stellantis collects and uses my PI at: [ADM102 - Data Protection Directive for Workforce Personal Data - The Hub (stellantis.com)](stellantis.com).

Employment rights

- Nothing contained in this representations and obligations document, or in any other materials made available in connection with "Shares to Win" shall confer upon me any right or entitlement in respect of my employment. Participation in "Shares to Win" is separate from, and does not form part of, my employment terms and conditions. I understand that nothing contained in this representations and obligations document, or in any materials made available in connection with the Plan, shall confer upon me any right or entitlement in respect of future employment.

- I acknowledge that "Shares to Win" is provided by Stellantis N.V., not by my participating employer. "Shares to Win" does not form part of the terms and conditions of my employment and does not amend or supplement the terms and conditions of my employment.

For Residents of Puerto Rico

- The disclosures below apply solely to non-exempt employees pursuant to Puerto Rico Act 249-2000, which amended Puerto Rico Act 17 of April 17, 1931. For purposes of clarification, these disclosures do not apply to exempt employees under the foregoing laws.

- YOU ARE NOT REQUIRED TO PURCHASE ANY STOCK ISSUED BY STELLANTIS. YOUR DECISION IS TOTALLY VOLUNTARY AND IF YOU DECIDE NOT TO PURCHASE STOCK, YOUR EMPLOYER MAY NOT TAKE ANY KIND OF ACTION AGAINST YOU. IF YOU BELIEVE YOU HAVE BEEN COERCED IN YOUR DECISION TO PURCHASE ANY ISSUED STOCK OR IF YOU UNDERSTAND THAT YOUR EMPLOYER HAS TAKEN ANY ACTION WHICH HAS ADVERSELY AFFECTED YOU, YOU MAY FILE A COMPLAINT WITH THE LEGAL DIVISION OF THE PUERTO RICO DEPARTMENT OF LABOR AND HUMAN RESOURCES AND IF FOUND TO HAVE BREACHED THIS AGREEMENT, YOUR EMPLOYER WILL AGREE TO REIMBURSE TO YOU ANY AMOUNT WITHHELD FROM YOUR SALARY, PLUS AN AMOUNT EQUAL TO FIVE (5) TIMES THE AMOUNT WITHHELD.

- USTED NO ESTÁ OBLIGADO A COMPRAR NINGUNA ACCIÓN EMITIDA POR STELLANTIS. SU DECISIÓN ES TOTALMENTE VOLUNTARIA Y DE DECIDIR NO HACERLO SU PATRONO NO PUEDE TOMAR NINGUNA ACCIÓN ADVERSA EN SU CONTRA. SI USTED CREE QUE ESTA SIENDO COACCIONADO EN SU DECISIÓN DE COMPRAR ALGUNA ACCIÓN EMITIDA O SI USTED CREE QUE SU PATRONO HA TOMADO CUALQUIER ACCIÓN ADVERSA EN SU CONTRA, USTED PUEDE SOMETER UNA QUERELLA EN LA DIVISIÓN LEGAL DEL DEPARTAMENTO DEL TRABAJO Y RECURSOS HUMANOS DE PUERTO RICO Y, DE SER ENCONTRADA INCURSO EN LA VIOLACIÓN DE ESTE ACUERDO, SU PATRONO ACCEDERÁ A REEMBOLSARLE LA CANTIDAD QUE FUE DESCONTADA DE SU SALARIO, MÁS UNA SUMA IGUAL A CINCO (5) VECES LA CANTIDAD DEDUCIDA.

Governing law

- I understand and acknowledge that the terms of my participation in "Shares to Win" are governed by Dutch law.

Taxes

- **Other Than for Employees in Puerto Rico:** I acknowledge that share price discount and any Shares I acquire with the Matching Contribution, each as described in the Prospectus, will be subject to federal income taxes, FICA (Social Security and Medicare taxes) and, if applicable, state and local taxes in the pay period in which the taxable benefit is processed. I understand this could result in a zero net paycheck and/or reduction of my other deductions. I understand that the share price discount and any Shares I acquire with the Matching Contribution will be processed as a taxable benefit and will appear in the Miscellaneous section of my pay statement for the pay period with the following pay date:

-
  - For monthly paid employees, December 31, 2026
  - For biweekly-paid employees, December 31, 2026
  - For weekly-paid employees, December 24, 2026

- **For Employees in Puerto Rico**, I acknowledge that I will realize taxable compensation income in an amount equal to the difference between (i) the fair market value of the total number of Shares I acquire (i.e., both the Shares that I purchase with my salary deductions and the Shares acquired with the Matching Contributions) on the date of acquisition and (ii) the amount paid by me for such Shares (i.e., the discount purchase price) plus the Matching Contributions. Please refer to the Prospectus for further details. This amount will be the taxable benefit and will be considered taxable wages for the year the Shares were subscribed. I acknowledge that my employer must make the necessary adjustment to the Puerto Rico income taxes and social security contributions, which I understand must be withheld from my wages and any other employment income. I acknowledge that this withholding could result in my receiving no cash payment for one or more of the pay periods listed above depending on the required withholdings I further acknowledge that my employer reserves the right to withhold any applicable income tax and social security insurance contributions by any other withholding method.

Consent and authorization to Withhold Subscription Price from my wages

I understand that payment for my subscription price shall be made by payroll deduction from my regular wages:

- **For employees in the United States other than employees in Puerto Rico:**
  - For monthly-paid employees, the subscription price will be deducted from my wages in one installment for the payroll periods paid on November 30, 2026;
  - For biweekly-paid employees, the subscription price will be deducted from my wages in two installments for the payroll periods paid on November 20, 2026; and December 4, 2026; and
  - For weekly-paid employees, the subscription price will be deducted from my wages in three installments for the payroll periods paid on November 20, 2026; November 27, 2026; and December 4, 2026.
- **For employees in Puerto Rico:**
  - The subscription price will be deducted from my wages two installments for the payroll periods paid on November 13, 2026, and November 27, 2026.

Payroll deductions will be taken in the periods indicated above. If there are not enough wages to cover my subscription, I understand my subscription will be cancelled in its entirety. Any deduction from wages regarding the subscription of the Shares will be taken after all normal and regular taxes and deductions are withheld. To the extent possible, payments will be distributed in substantially equal installments across the applicable payroll periods.

Please note that in some cases this could result in a zero net paycheck. If the full amount of the subscription price is not available in that payroll period, I understand that my subscription will be cancelled.

By subscribing online, I hereby consent to and authorize the deduction of my subscription price from my wages in the manner described above.

Exhibit 23.2

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated February 26, 2026 relating to the consolidated financial statements of Stellantis N.V. and the effectiveness of Stellantis N.V.'s internal control over financial reporting appearing in the Annual Report on Form 20-F of Stellantis N.V. for the year ended December 31, 2025.

/s/ Deloitte & Associés

Paris-La Défense, France
August 3, 2026

Exhibit 23.3

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement on Form F-3 and on Form S-8 pertaining to the “Shares To Win” 2026 Stellantis Employee Shareholding Plan of Stellantis N.V. of our report dated February 22, 2024, with respect to the consolidated financial statements of Stellantis N.V. included in its Annual Report on Form 20-F for the year ended December 31, 2025, filed with the Securities and Exchange Commission.

/s/ EY S.p.A.

Turin, Italy

August 3, 2026