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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**SCHEDULE 13D/A**  
(Rule 13d-101)

**Information to be Included in Statements Filed Pursuant to § 240.13d-1(a) and Amendments  
Thereeto Filed Pursuant to § 240.13d-2(a)  
Under the Securities Exchange Act of 1934  
(Amendment No. 4)**

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**Stellantis N.V.**

(Name of Issuer)

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**Common shares, par value €0.01 per share**  
(Title of Class of Securities)

**N82405 106**  
(CUSIP Number)

**Enrico Vellano**  
Exor N.V.  
Gustav Mahlerplein 25, 1082 MS  
Amsterdam, The Netherlands  
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**With a copy to:**

**Scott D. Miller**  
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(Name, Address and Telephone Number of Person Authorized to Receive Notices of Communication)

**April 14, 2021**  
(Date of Event Which Requires Filing of This Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

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**Note.** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

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1	Name of Reporting Persons Exor N.V.	
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) OO	
5	Check if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization The Netherlands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 449,410,092
	8	Shared Voting Power 0
	9	Sole Dispositive Power 449,410,092
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 449,410,092	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 14.4%	
14	Type of Reporting Person (See Instructions) HC, CO	

**ITEM 1. Security and Issuer.**

This Amendment No. 4 to Schedule 13D (this “Amendment No. 4”) is being filed by Exor N.V., a Dutch public limited liability company (*naamloze vennootschap*) (“Exor”), to amend the Schedule 13D filed by Exor S.p.A., a *società per azioni* organized under the laws of the Republic of Italy, as predecessor in interest to Exor, with the Securities and Exchange Commission (“SEC”) on October 22, 2014 (the “Original 13D”) as amended by Amendment No. 1 to Schedule 13D filed with the SEC on December 16, 2014 (“Amendment No. 1”), Amendment No. 2 to Schedule 13D filed with the SEC on December 15, 2016 (“Amendment No. 2”) and Amendment No. 3 to Schedule 13D filed with the SEC on February 3, 2021 (“Amendment No. 3”, and together with the Original Schedule 13D, Amendment No. 1, Amendment No. 2 and this Amendment No. 4 “Schedule 13D”), and relates to the common shares, par value €0.01 per share, of Stellantis N.V., a Dutch public limited liability company (*naamloze vennootschap*) (the “Issuer”), the principal executive office of which is located at Singaporestraat 92, 1175 RA, Lijnden, The Netherlands. Each capitalized term used and not defined herein shall have the meaning assigned to such term in the Original 13D, as amended. Except as otherwise provided herein, each Item of the Original 13D, as amended, remains unchanged.

This Amendment No. 4 is being filed to amend Item 2, Item 5 and Item 6 as follows.

**ITEM 2. Identity and Background.**

Item 2 is hereby amended and partially restated by replacing the first paragraph with the following:

(a)-(c) This Schedule 13D is filed by Exor N.V. (“Exor” or the “Reporting Person”), a Dutch public limited liability company (*naamloze vennootschap*) and successor to Exor S.p.A. by virtue of a cross-border merger of Exor S.p.A. with and into Exor. Exor is an investment company, which focuses its business on long-term investments in global companies in diversified sectors, mainly in Europe and the United States. The address of Exor’s principal business and principal office is Gustav Mahlerplein 25, 1082 MS, Amsterdam, The Netherlands. The name, business address, present principal occupation or employment (and the name, principal business and address of any corporation or other organization in which such employment is conducted) and citizenship of each executive officer and director of Exor, each person controlling Exor and each executive officer and director of any corporation or other person in control of Exor are set forth in Schedule A attached hereto.

**ITEM 5. Interest in Securities of the Issuer.**

Item 5 is hereby amended and partially restated by replacing paragraphs (a) through (c) with the following:

- (a) Rows (11) and (13) of the cover pages to this Amendment No. 4 are incorporated by reference herein.
- (b) Rows (7) through (10) of the cover pages to this Amendment No. 4 are hereby incorporated by reference herein.

Furthermore, the following persons listed in Item 2(a)(c) above beneficially own common shares of the Issuer:

- Mr. John Elkann owns 298,435 common shares of record;
- Mr. Alessandro Nasi owns 3,750 common shares of record;
- Mr. Andrea Agnelli owns 36,102 common shares of record; and  
Mr. Tiberto Brandolini d'Adda owns 25,973 common shares of record.

The persons listed in Schedule A hereto and named in Item 5 above have the sole voting power and sole dispositive power in respect of the entire number of shares indicated in this Item 5, above. There are no other persons known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, such securities.

(c) Neither the Reporting Person nor any persons listed in Schedule A have effected any transactions with respect to common shares of the Issuer during the past 60 days.

(d) There are no changes to the information set out in paragraph (d) of Item 5 of the Original 13D, as amended, and such information is incorporated by reference herein.

(e) There are no changes to the information set out in paragraph (e) of Item 5 of the Original 13D, as amended, and such information is incorporated by reference herein.

**ITEM 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

Item 6 is hereby amended and supplemented to include the following:

On April 14, 2021, Exor and Peugeot 1810 S.A.S. (“Peugeot 1810”) entered into an understanding (the “Consultation Understanding”) to establish a process to consult with one another on a cooperative and voluntary basis ahead of the general meetings of shareholders of the Issuer. The following is a summary of the principal provisions of the Consultation Understanding, which is attached as Exhibit 10 to this Schedule 13D and is incorporated by reference into this Item. Pursuant to the Consultation Understanding, representatives of Exor and Peugeot 1810 would meet each year ahead of any general meeting of shareholders of the Issuer to exchange thoughts and discuss their respective views on the agenda items to be put to a vote or for discussion at such general meeting. The Consultation Understanding does not create any obligation to reach a common view during the consultation process, and Exor and Peugeot 1810 remain free at all times to exercise their voting rights in the Issuer autonomously and independently, in their own discretion, and without being bound by any discussions between them. The Consultation Understanding provides that the consultation process described above is not and will not be based on nor result in a sustained joint voting policy and is not aimed, and will not be aimed, either at acquiring control of the Issuer, or at frustrating the successful outcome of any offer for the Issuer, and that accordingly such consultations between Exor and Peugeot 1810 will not constitute and should not be classified as acting in concert within the meaning of any regulations for notifying voting rights and share capital interests in the Netherlands nor for purposes of any Dutch mandatory takeover offer rules. The Parties have further agreed that: (a) they have not, by

way of the Consultation Understanding or otherwise, formed a “group” (as such term is defined in Section 13(d) of the U.S. Securities Exchange Act of 1934, as amended) for purposes of the U.S. federal securities laws; and (b) that notwithstanding anything to the contrary in the Consultation Understanding, nothing in the Consultation Understanding requires or will require Exor or Peugeot 1810 to take any action that could reasonably be expected to result in the formation of a “group” for purposes of the U.S. federal securities laws. The Consultation Understanding came into effect on April 14, 2021, and will remain in force and effect until April 14, 2026, provided that it will be renewed automatically for another five years if neither of the parties serves the other a written notice of termination at least six months before the end of the initial term. The Consultation Understanding is subject to and will be construed in accordance with Dutch law.

**ITEM 7. Material to be Filed as Exhibits.**

Item 7 is hereby amended and supplemented to include the following:

Exhibit 10: Consultation Understanding, dated April 14, 2021, by and between Exor and Peugeot 1810.

**SIGNATURE**

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned hereby certifies that the information set forth in this statement is true, complete and correct.

Date: April 15, 2021

Exor N.V.

By: /s/ Enrico Vellano

Name: Enrico Vellano

Title: Chief Financial Officer

## SCHEDULE A

Schedule A is hereby amended by deleting the previous response in its entirety and replacing it with the following:

### Exor N.V. (“Exor”)

Set forth below are the names, business address, present principal occupation or employment (and the name, principal business and address of any corporation or other organization in which such employment is conducted) of the chief executive officer and each director of Exor. Unless otherwise indicated, the business address of each person listed below is c/o Exor N.V., Gustav Mahlerplein 25, 1082 MS Amsterdam, The Netherlands.

<u>NAME AND POSITION WITH EXOR</u>	<u>PRINCIPAL EMPLOYMENT, EMPLOYER AND BUSINESS ADDRESS</u>	<u>CITIZENSHIP</u>
<b>John Elkann</b> <i>Chairman and Chief Executive Officer</i>	Chairman <b>Giovanni Agnelli B.V.</b> , Gustav Mahlerplein 25, 1082 MS Amsterdam, the Netherlands;  Chairman <b>Stellantis N.V.</b> , Singaporestraat 92, 1175 RA Lijnden, the Netherlands;  Chairman and Acting Chief Executive Officer <b>Ferrari N.V.</b> , Via Abetone Inferiore 4, 41053 Maranello, Italy;  Chairman <b>GEDI Gruppo Editoriale S.p.A.</b> , Via Cristoforo Colombo 90, Rome, Italy;  Chairman <b>Fondazione Giovanni Agnelli</b> , Via Giuseppe Giacosa 38, 10125 Torino, Italy.	Italian citizen
<b>Alessandro Nasi</b> <i>Vice Chairman</i>	Director <b>Giovanni Agnelli B.V.</b> , Gustav Mahlerplein 25, 1082 MS Amsterdam, the Netherlands;  Chairman <b>Iveco Defence Vehicles SpA</b> , Via Alessandro Volta, 6-39100 Bolzano Italy;  Director <b>CNH Industrial N.V.</b> , 25 St. James’s Street, London, SW1A 1HA, UK;  Member of the Advisory Board <b>Lego Brand Group</b> , Aastvej 1, 7190 Billund, Denmark;  Chairman <b>Comau S.p.A.</b> , Via Rivalta 30, 10095 Grugliasco, Italy.	Italian citizen

**Marc Bolland**  
Senior Non-Executive Director (Independent Director)

Senior Operating Partner and Chairman Europe **Blackstone Group International Partners LLP**, 40, Berkeley Square, London WU SAL, UK;  
Non-Executive Director **The Coca-Cola Company**, 1 Coca Cola Plz NW, Atlanta, GA 30313, USA;  
Non-Executive Director **International Airlines Group S.A.**, 2 World Business Centre Heathrow, Newall Road, London Heathrow Airport, Hounslow, TW6 2SF, UK;  
Vice-President **Unicef UK**, 30a Great Sutton Street, London, EC1V 0DU, UK  
Vice Chairman **Consumer Goods Forum**, 47-53, rue Raspail, 92300 Levallois-Perret, France.

Dutch citizen

**Andrea Agnelli**  
Director

Non-Executive Director **Stellantis N.V.**, Singaporestraat 92, 1175 RA Lijnden, the Netherlands;  
Chairman **Juventus Football Club S.p.A.**, Corso Galileo Ferraris 32, 10128 Turin, Italy;  
Chairman **Lamse S.p.A.**, Piazza CLN 255, 10123 Turin, Italy;  
Member of the Advisory Board **BlueGem Capital Partners LLP**, 16 Berkeley Street, London W1J 8DZ, UK;  
Director **Giovanni Agnelli B.V.**, Gustav Mahlerplein 25, 1082 MS Amsterdam, the Netherlands;  
Chairman **European Club Association**, Route de St-Cergue 9, 1260 Nyon, Switzerland;  
President **Fondazione del Piemonte per l'Oncologia**, Strada Provinciale, 142 —KM 3.95 10060 Candiolo TO, Italy;  
Member of the Executive Committee and ECA representative **UEFA**, Route de Saint-Cergue 9, 1260, Nyon, Switzerland.

Italian citizen

**Ginevra Elkann**  
Director

President **Pinacoteca Giovanni e Marella Agnelli**, Via Nizza n. 230/103, 10126 Turin, Italy; President **Asmara Films S.r.l.**, Via Giuseppe Sacconi 4/b, 00196 Rome, Italy;  
Member of the Advisory Board **Christie's**, 8 King Street, London SW1Y 6QT, UK;  
Board member **Fondation Cartier pour l'art contemporain**, 261, Boulevard Raspail - 75014 Paris, France;  
Member of the Advisory Board **UCCA**, 798 Art District, No. 4 Jiuxianqiao Road, Chaoyang District, Beijing 100015, China.;  
Non-Executive Director **Christian Louboutin**, 19 Rue Jean-Jacques Rousseau, 75001 Paris, France.

Italian citizen



**Joseph Bae**  
*Independent Director*

Co-President and Co-Chief Operating Officer **KKR**, 9 West 57th Street, Suite 4200, New York, NY 10019, USA; Korean citizen

Director **KKR**, 9 West 57th Street, Suite 4200, New York, NY 10019, USA; Trustee **Phillips Andover Academy**, 180 Main St, Andover, MA 01810, USA;

Member of Global Advisory Council **Harvard University**, Cambridge, MA, USA;

Director **Lincoln Center**, Lincoln Center Plaza, New York, NY 10023, USA;

Director **The Asia Society**, 725 Park Ave, New York, NY 10021, USA.

**Melissa Bethell**  
*Independent Director*

Partner and Managing Partner **Atairos Europe**, 17 Duke of York Street, London SW1Y 6LB, United Kingdom; British citizen

Director **Atairos Group Inc.**, 40 Morris Avenue, Bryn Mawr, PA, 19010, USA;

Non-Executive Director **Tesco Plc**, Tesco House, Shire Park, Kestrel Way, Welwyn Garden City, Hertfordshire AL7 1GA, UK.

**Laurence Debroux**  
*Independent Director*

Member of Executive Board and Chief Financial Officer **Heineken NV**, Tweede Weteringplantsoen 5, 1017 ZD Amsterdam, the Netherlands. French citizen

Mrs. Debroux will step down from her position at Heineken NV as of April 22, 2021;

Member of the Board of Directors **Ecole des Hautes Etudes Commerciales Paris**, 1 Rue de la Libération, 78350 Jouy-en-Josas, France;

Independent Board member **Novo Nordisk A/S**, Novo Allé, 2880 Bagsvaerd, Denmark.

**Antonio Mota de Sousa Horta-Osorio**  
*Independent Director*

Executive Director and Group Chief Executive **Lloyds Banking Group**, 25 Gresham Street, London EC2V 7HN, UK. Mr. Mota de Sousa Horta-Osorio is the Chairman-designate of **Credit Suisse** and will take on such role af of May 1, 2021, leaving his role at Lloyds Banking Group in April 2021; Portuguese citizen

Non-Executive Director **Sociedade Francisco Manuel dos Santos B.V.**, Teleportboulevard 110, 1043 EJ Amsterdam, The Netherlands;

Chairman **Stichting INPAR Foundation**, Claude Debussylaan 46, 1082 MD Amsterdam, The Netherlands;

Non-Executive Director **Fundação Champalimaud**, Avenida Brasília, 1400-038 Lisbon, Portugal;

**CBI** President's Committee, Cannon Place, 78 Cannon Street, London EC4N 6HN, United Kingdom;

Chairman **Wallace Collection**, Hertford House, Manchester Square, London W1U 3BN, United Kingdom.

## Giovanni Agnelli B.V.

Giovanni Agnelli B.V. ("G.A.") is a Dutch private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) and, as of the date of this Schedule 13D, is in control of Exor. The present principal business activity of G.A. is to purchase, administer and dispose of equity interests in public and private entities and, in particular, to ensure the cohesion and continuity of the administration of its controlling equity interests. The address of G.A.'s principal business and principal office is Gustav Mahlerplein 25, 1082 MS Amsterdam, The Netherlands.

Set forth below are the names, business address, present principal occupation or employment of each board member of G.A. Unless otherwise indicated, the business address of each person listed below is c/o Giovanni Agnelli B.V., Gustav Mahlerplein 25, 1082 MS Amsterdam, The Netherlands.

<u>NAME AND POSITION WITH G.A.</u>	<u>PRINCIPAL EMPLOYMENT, EMPLOYER AND BUSINESS ADDRESS</u>	<u>CITIZENSHIP</u>
<b>John Elkann</b> <i>Chairman and Board Member</i>	See above in this Schedule A.	Italian citizen
<b>Tiberto Brandolini d'Adda</b> <i>Board Member</i>	Honorary Chairman <b>Exor N.V.</b> , Gustav Mahlerplein 25, 1082 MS Amsterdam, the Netherlands;  Independent member of the Board of Directors <b>Yafa S.p.A.</b> , Corso Vittorio Emanuele II 72 Torino, Torino, 10121 Italy.	Italian citizen
<b>Alessandro Nasi</b> <i>Board Member</i>	See above in this Schedule A.	Italian citizen
<b>Andrea Agnelli</b> <i>Board Member</i>	See above in this Schedule A.	Italian citizen
<b>Luca Ferrero de' Gubernatis Ventimiglia</b> <i>Board Member</i>	—	Italian citizen
<b>Jeroen Preller</b> <i>Board Member</i>	Partner <b>NautaDutilh</b> , Weena 800, 3014 DA Rotterdam, the Netherlands.	Dutch citizen
<b>Florence Hinnen</b> <i>Board Member</i>	General Counsel <b>Exor N.V.</b> , Gustav Mahlerplein 25, 1082 MS Amsterdam, the Netherlands;  Director <b>Exor Nederland N.V.</b> , Gustav Mahlerplein 25, 1082, MS Amsterdam, the Netherlands.	Dutch citizen
<b>Benedetto Della Chiesa</b> <i>Bord Member</i>	Board Member and Managing Partner <b>MVP Group S.r.l.</b> , Corso Magenta, 20123 Milano, Italy.	Italian citizen

**CONSULTATION UNDERSTANDING**

dated as of 14 April 2021

between and among

**EXOR N.V.**, a Dutch public limited liability company (*naamloze vennootschap*) with corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands (“**EXOR**”)

- on one side

and

**PEUGEOT 1810 S.A.S.**, a French *société par actions simplifiée* with registered office in Neuilly-sur-Seine, France, 528 818 073 R.C.S. Nanterre (“**Peugeot 1810**”)

- on the other side

(EXOR and Peugeot 1810 are jointly referred to as the “**Parties**” and each a “**Party**”)

**WHEREAS**

- (a) Stellantis N.V., a Dutch public limited liability company (*naamloze vennootschap*) with corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands (“**Stellantis**”), is the company resulting from the cross-border merger (the “**Combination**”) of Peugeot S.A., a French *société anonyme* with registered office at 7, rue Henri Saint-Claire Deville, 92563 Rueil-Malmaison, France (“**PSA**”) with and into Fiat Chrysler Automobiles N.V., a Dutch public limited company (*naamloze vennootschap*) with corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands (“**FCA**”) pursuant to the combination agreement entered into on 17 December 2019 by FCA and PSA aiming at creating one of the largest automotive OEM’s by volume and by revenue, and an industry leader in the new era of sustainable mobility.
- (b) The Combination became effective on 16 January 2021. FCA changed its name into Stellantis on 17 January 2021.
- (c) At the date hereof, (i) EXOR owns 14.4 percent of the outstanding capital of Stellantis and (ii) Peugeot 1810 owns 7.2 percent of the outstanding capital of Stellantis.
- (d) On the terms and subject to the conditions of this understanding (the “**Understanding**”), the Parties, in furtherance of the long-standing tradition of the Agnelli and Peugeot families in the automotive industry and in view of them being long-term, engaged reference shareholders of Stellantis valuing the importance of good and efficient corporate governance, wish to establish a process to enable them to consult with one another on a cooperative and voluntary basis ahead of General Meetings.

**NOW THEREFORE**, in consideration of the recitals above which form part of this Understanding, the Parties agree and covenant as follows:

## **1. DEFINITIONS**

1.1 In this Understanding, the following terms shall have the meaning specified below:

“**Combination**” has the meaning set out in recital (a);

“**Effective Date**” has the meaning set out in clause 3.1;

“**EXOR**” has the meaning set out in the introductory paragraph;

“**FCA**” has the meaning set out in recital (a);

“**General Meeting**” has the meaning set out in clause 2.1;

“**Initial Term**” has the meaning set out in clause 3.2;

“**Party**” and “**Parties**” have the meaning set out in the introductory paragraph;

“**Peugeot 1810**” has the meaning set out in the introductory paragraph;

“**PSA**” has the meaning set out in recital (a);

“**Stellantis**” has the meaning set out in recital (a);

“**Stellantis Shares**” means the common shares of Stellantis;

“**Understanding**” has the meaning set out in recital (d);

“**Undertakings**” means the undertaking letters entered into by EXOR with FCA and by Établissements Peugeot Freres S.A. and FFP S.A. with PSA, respectively, on 17 December 2019 setting out, *inter alia*, certain undertakings of the parties thereto *vis-à-vis* FCA and PSA in the context of the Combination, and to which Peugeot 1810 has adhered on 18 September 2020.

## **2. PRE-GENERAL MEETING CONSULTATIONS**

2.1 Within the boundaries and limits set out in the Undertakings and for the purpose of exchanging thoughts and discussing in good faith their respective views on the agenda items put to a vote or for discussion at any General Meeting, representatives of the Parties intend to consult each other, and to meet, timely and in any case at least 7 (seven) days ahead of each meeting of shareholders of Stellantis (a “**General Meeting**”).

2.2 There is no obligation to reach a common view during the consultation process referred to in clause 2.1 and each Party shall at all times remain free to exercise its voting rights at the General Meeting independently, in its own discretion, and without being bound by any such discussions between them. The Parties further acknowledge that the consultation process referred to in clause 2.1 is not and shall not be based on nor result in a sustained joint voting policy and is not aimed, and shall not be aimed, either at acquiring control of Stellantis, or at frustrating the successful outcome of any offer for Stellantis, and that

accordingly such consultations between the Parties will not constitute and should not be classified as acting in concert within the meaning of the Dutch rules for notifying voting rights and share capital interests or the Dutch mandatory offer rules. The Parties hereby agree that they have not, by way of this Understanding or otherwise, formed a “group” (as such term is defined in Section 13(d) of the U.S. Securities Exchange Act of 1934, as amended) for purposes of the U.S. federal securities laws. The Parties further agree that notwithstanding anything herein to the contrary, nothing in this Understanding requires or shall require any Party to take an action that could reasonably be expected to result in the formation of a “group” for purposes of the U.S. federal securities laws.

### **3. ENTRY INTO FORCE AND DURATION**

- 3.1 This Understanding is effective as of the date first above written (the “**Effective Date**”).
- 3.2 This Understanding shall remain in full force and effect until the 5<sup>th</sup> (fifth) anniversary of the Effective Date (the “**Initial Term**”). If neither of the Parties serves to the other a written notice of termination of this Understanding at least 6 (six) months before the end of the Initial Term, then this Understanding shall be renewed automatically for another 5 (five) year period.
- 3.3 This Understanding shall terminate and cease to have any effect if either Party no longer owns any Stellantis Shares.

### **4. ANNOUNCEMENTS AND CONFIDENTIALITY**

- 4.1 The Parties shall agree upon the content of any press release to be issued in connection with the execution of this Understanding.
- 4.2 The Parties shall keep confidential and not at any time disclose or make known in any other way to anyone whomsoever the existence and terms of this Understanding as well as any information (whether oral or recorded in any medium) obtained in connection with the performance of this Understanding that relates to the other Party, any of its subsidiaries or other affiliates or its shareholding in Stellantis, provided that:
  - 4.2.1 such obligation shall not apply to information which becomes generally known (other than through a breach of this clause) or is known by a Party independent of this relationship;
  - 4.2.2 each Party shall be entitled at all times to disclose such information (i) to the extent required by law or by any competent judicial or regulatory authority or by any recognized stock exchange authority (provided that, so far as practicable and lawful to do so, such Party shall consult with the other Party prior to making such disclosure) or (ii) in legal proceedings to the extent reasonably necessary to exercise its rights under this Understanding;

and

4.2.3 each Party shall, to the extent lawful to do so, be entitled to disclose to its and its affiliates' directors, officers, employees, agents or professional advisers such information as it reasonably deems necessary or appropriate to enable them to carry out their duties (conditional upon any such person being informed of the confidential nature of such information and agreeing to keep such information confidential in accordance with this clause).

## 5. MISCELLANEOUS

5.1 Amendments and waivers. No amendment of this Understanding shall be effective unless made in writing signed by or on behalf of all the Parties.

5.2 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the Party for whom it is intended, if sent by registered or certified mail, return receipt requested, or by courier service, or if sent by email:

- if to EXOR:  
**EXOR N.V.**  
Gustav Mahlerplein 25 A  
1082 MS Amsterdam  
The Netherlands  
Attention: John Elkann  
Email: j@exor.com
- if to Peugeot 1810:  
**Peugeot 1810 S.A.S.**  
66, Avenue Charles de Gaulle  
92200 Neuilly-sur-Seine  
France  
Attention: Bertrand Finet  
Email: bertrand.finet@peugeot-invest.com

or such other address as the Party to be given notice may have notified to the other Party from time to time in accordance with this clause 5.2 for that purpose.

A notice shall be effective, in the absence of earlier receipt, (i) if served by personal delivery or sent by courier service, at the time of delivery, (ii) if sent by registered or certified mail, at the expiration of 7 (seven) days after the time of posting and (iii) if sent by email, at the time the email was sent.

5.3 Headings. The headings contained in this Understanding are for reference purposes only and shall not affect in any way the meaning, or be taken into consideration in the interpretation, of this Understanding.

5.4 **Costs and Expenses.** Each of the Parties shall bear its own costs and expenses that may arise out of the preparation, execution and implementation of this Understanding.

**6. APPLICABLE LAW AND JURISDICTION**

6.1 This Understanding and any matter, claim or dispute arising out of or relating to this Understanding, whether contractual or non-contractual, shall be exclusively governed by and construed in accordance with the laws of The Netherlands.

6.2 Any dispute or claim arising out of or relating to this Understanding, whether contractual or non-contractual, shall be referred to and finally resolved by three (3) arbitrators under the Rules of Arbitration of the International Chamber of Commerce; provided, that the foregoing shall be without prejudice to the right of each Party under section 1074a of the Dutch Code of Civil Procedure, and subject to section 1074d of the Dutch Code of Civil Procedure, to seek interim or conservatory relief before a competent court in Amsterdam, The Netherlands, whether before or after the commencement of any arbitration. Each Party shall appoint one arbitrator and such two (2) arbitrators appointed by the Parties shall appoint the presiding arbitrator upon consultation of the Parties. The place of arbitration shall be Geneva, Switzerland, and the language of arbitration shall be English. Any order for the production or disclosure of documents shall be limited to the documents on which each Party specifically relies in its submission(s).

*[signature pages follow]*



**IN WITNESS WHEREOF**, this Understanding has been entered into on the date first written above. It may be executed in any number of counterparts, which has the same effect as if the signatures on the counterparts were on a single copy of this Understanding.

EXOR N.V.

/s/ John Elkann

Name: John Elkann

Title: Chairman and CEO

PEUGEOT 1810 S.A.S.

/s/ Bertrand Finet

Name: Bertrand Finet

Title: CEO of Peugeot Invest (*Président* of Peugeot 1810 S.A.S.)

/s/ Robert Peugeot

Name: Robert Peugeot

Title: Chairman of the Board of Peugeot Invest and of Peugeot 1810 S.A.S.