
**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” 2024 STELLANTIS EMPLOYEE SHAREHOLDING PLAN

(Full Title of the Plan)

**Douglas R. Ostermann
Taurusavenue 1
2132 LS Hoofddorp
The Netherlands
Tel. No.: +31 23 700 1511**
(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	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>	Emerging growth company	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>		

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” 2024 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, 2023 filed with the Commission on February 22, 2024 (the “2023 Annual Report”);
- (b) The description of the Company's Common Shares, as included in Exhibit 2.1 to the 2023 Annual Report; and
- (c) The Company's semi-annual report as of and for the six months ended June 30, 2024, furnished to the Commission on Form 6-K on July 26, 2024.

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, arbitral 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 that are 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 director or officer of a company in which the Company owns shares or is a creditor. The Company (and/or predecessors) obtained and fully paid for "tail" insurance policies with a claims period of at least six years from and after the closing of the merger of PSA with and into the Company, pursuant to the terms of a common cross-border merger plan approved by the respective boards of PSA and the Company, dated October 27, 2020.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

<u>Exhibit No.</u>	<u>Description of Exhibits</u>
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 De Brauw Blackstone Westbroek N.V. (including consent of such firm).
10.1*	“Shares to Win” 2024 Stellantis Employee Shareholding Plan.
23.1*	Consent of De Brauw Blackstone Westbroek N.V. (included in Exhibit 5.1).
23.2*	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 11th day of October, 2024.

STELLANTIS N.V.

By: /s/ Douglas R. Ostermann

Name: Douglas R. Ostermann

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
<u>/s/ John Elkann</u> John Elkann	Chairman and Director	October 11, 2024
<u>/s/ Carlos Tavares</u> Carlos Tavares	Chief Executive Officer and Director	October 11, 2024
<u>/s/ Douglas R. Ostermann</u> Douglas R. Ostermann	Chief Financial Officer	October 11, 2024
<u>/s/ Juliana Campos</u> Juliana Campos	Chief Accounting Officer	October 11, 2024
<u>/s/ Robert Peugeot</u> Robert Peugeot	Vice Chairman and Director	October 11, 2024
<u>/s/ Henri de Castries</u> Henri de Castries	Director	October 11, 2024
<u>/s/ Fiona Clare Cicconi</u> Fiona Clare Cicconi	Director	October 11, 2024
<u>/s/ Nicolas Dufourcq</u> Nicolas Dufourcq	Director	October 11, 2024
<u>/s/ Ann Frances Godbehere</u> Ann Frances Godbehere	Director	October 11, 2024
<u>/s/ Wan Ling Martello</u> Wan Ling Martello	Director	October 11, 2024

/s/ Claudia Parzani

Claudia Parzani

Director

October 11, 2024

/s/ Benoît Ribadeau-Dumas

Benoît Ribadeau-Dumas

Director

October 11, 2024

/s/ Jacques de Saint-Exupéry

Jacques de Saint-Exupéry

Director

October 11, 2024

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 11th day of October, 2024.

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 EUR0.01 per share	Other	14,000,000	\$ 13.345	\$ 186,830,000.00	0.0001531	\$ 28,603.67
Total Offering Amounts:					\$ 186,830,000.00		\$ 28,603.67
Total Fee Offsets:							\$ 0.00
Net Fee Due:							\$ 28,603.67

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 October 7, 2024, which date is within five days prior to filing this Registration Statement.
-

Advocaten
Notarissen
Belastingadviseurs

DE BRAUW
BLACKSTONE
WESTBROEK

Stellantis N.V.
Taurusavenue 1
2132 LS Hoofddorp
The Netherlands

Burgerweeshuispad 201
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1070 AB Amsterdam
T +31 20 577 1771
F +31 20 577 1775

Date 11 October 2024

C.R. Nagtegaal
E Casper.Nagtegaal@debrauw.com
T +31 20 577 1075
F +31 20 577 1775

Our ref. M43012994/1/20731795

Dear Addressee,

**Registration with the US Securities and Exchange Commission
of common shares in the capital of the Issuer**

1 INTRODUCTION

We, De Brauw Blackstone Westbroek N.V. ("**De Brauw**") act as Dutch legal advisers to the Issuer in connection with the Registration.

Certain terms used in this opinion are defined in **Annex 1 (Definitions)**.

2 SCOPE OF WORK

As set out in paragraphs 1 and 7, we give this opinion as Dutch legal advisers and our duty of care is governed by Dutch law. By implication:

- (a) This opinion is limited to Dutch law. It (including all terms used in it) is to be construed in accordance with Dutch law.
- (b) As required by Dutch law, in preparing and issuing this opinion, we have observed the care which is to be expected from a reasonably proficient and reasonably acting Dutch opinion giver in similar circumstances (including our reputation).

This opinion is limited to its date.

3 FACTUAL RESEARCH

We have examined, and relied upon the accuracy of the factual statements in, the text of the following documents:

De Brauw Blackstone Westbroek N.V., Amsterdam, is registered with the Trade Register in the Netherlands under no. 27171912.

All services and other work are carried out under an agreement of instruction ("overeenkomst van opdracht") with De Brauw Blackstone Westbroek N.V. The agreement is subject to the General Conditions, which have been filed with the register of the District Court in Amsterdam and contain a limitation of liability.
Client account notaries ING Bank IBAN NL83INGB0693213876 BIC INGBNL2A.

- (a) A copy of:
 - (i) the Registration Statement; and
 - (ii) the Equity Incentive Plan.
- (b) A copy of:
 - (i) the Issuer's deed of incorporation and its articles of association, as provided to us by the Chamber of Commerce (*Kamer van Koophandel*); and
 - (ii) the Trade Register Extract.
- (c) A copy of:
 - (i) the Board Regulations; and
 - (ii) each Corporate Resolution.

4 ASSUMPTIONS

We have made the following assumptions:

- (a)
 - (i) Each copy document conforms to the original and each original is genuine and complete.
 - (ii) Each signature is the genuine signature of the individual concerned and, if an electronic signature, is sufficiently reliable.
 - (iii) The Registration Statement has been or will have been filed with the SEC in the form referred to in this opinion.
- (b)
 - (i)
 - (A) The issue by the Issuer of the Registration Shares (or of any rights to acquire Registration Shares) will have been validly authorised with due observance of the Principles; and

(B) Any pre-emption rights in respect of the issue of the Registration Shares (or of any rights to acquire Registration Shares) will have been observed or validly excluded with due observance of the Principles,

all in accordance with the Issuer's articles of association at the time of authorisation or of observance or exclusion.

(ii) The Issuer's authorised share capital at the time of issue of any Registration Share, or of any grant of a right to acquire Registration Shares, will be sufficient to allow for the issue or the grant.

(iii) At the time of each issue of a Registration Share or each grant of a right to acquire Registration Shares:

(A) the Equity Incentive Plan remains in full force and effect without modification; and

(B) the aggregate number of Registration Shares, or of any rights to acquire Registration 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.

(iv) Registration Shares, or rights to acquire Registration Shares, will not be issued or granted to directors (*bestuurders*) of the Issuer.

(v)

(A) Each grant of a right to acquire Registration Shares has been or will be validly granted, accepted and exercised in accordance with the Equity Incentive Plan; and

(B) Each grant of a right to acquire Registration Shares will be valid, binding and enforceable against each party.

(vi) Each Registration Share will have been:

(A) issued in accordance with the Equity Incentive Plan in the form and manner prescribed by the Issuer's articles of association at the time of issue; and

(B) otherwise offered, issued and accepted in accordance with all applicable laws (including, for the avoidance of doubt, Dutch law).

- (vii) The nominal amount of each Registration Share and any agreed share premium will have been validly paid.

5 OPINION

Based on the factual research described in and assumptions made in paragraphs 3 and 4 and subject to the qualifications in paragraph 6 and any matters not disclosed to us in the context of preparing this opinion (and within the limitations set out in paragraph 2), we are of the following opinion:

- (a) When issued, the Registration Shares will have been validly issued and will be fully paid and nonassessable¹.

6 QUALIFICATIONS

This opinion is subject to the following qualifications:

- (a) This opinion is subject to any limitations arising from (i) rules relating to Dutch Insolvencies, (ii) rules relating to foreign insolvency or composition or restructuring proceedings (including foreign Insolvency Proceedings), (iii) other rules regulating conflicts between rights of creditors, or (iv) resolution, intervention and other measures in relation to financial enterprises or their affiliated entities.
- (b) An extract from the Trade Register does not provide conclusive evidence that the facts set out in it are correct. However, under the 2007 Trade Register Act (*Handelsregisterwet 2007*), subject to limited exceptions, a legal entity or partnership cannot invoke the incorrectness or incompleteness of its Trade Register registration against third parties who were unaware of the incorrectness or incompleteness.

7 RELIANCE

- (a) This opinion is an exhibit to the Registration Statement and may be relied upon for the purpose of the Registration and not for any other purpose. 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.
- (b) Each person relying on this opinion in doing so agrees that:
- (i) the agreements in this paragraph 7, our duty of care and all liability and other matters relating to this opinion will be governed exclusively by

¹ In this opinion, "nonassessable" – which term has no equivalent in Dutch – means, in relation to a share, that the issuer of the share has no right to require the holder of the share to pay to the issuer any amount (in addition to the amount required for the share to be fully paid) solely as a result of his shareholding.

Dutch law and the Dutch courts will have exclusive jurisdiction to settle any dispute relating to them;

- (ii) only we, De Brauw, (and not any other person, including any person working at or affiliated with us) will have any liability in connection with this opinion; and
 - (iii) this opinion (including the agreements in this paragraph 7) does not make the persons accepting this opinion clients of ours.
- (c) The Issuer may:
- (i) file this opinion as an exhibit to the Registration Statement; and
 - (ii) refer to De Brauw giving this opinion in the Exhibit Index in the Registration Statement.

The previous sentence is no admittance from us that we are in the category of persons whose consent for the filing and reference as set out in that sentence is required under article 7 of the Securities Act or any rules or regulations of the SEC promulgated under it.

Yours faithfully,

De Brauw Blackstone Westbroek N.V.

/s/ C.R. Nagtegaal

C.R. Nagtegaal

Kandidaat-notaris, acting as party adviser (*partijadviseur*) for the Issuer

Annex 1 – Definitions

In this opinion:

"**Authorisation**" is defined in the definition of "Corporate Resolution".

"**Board Regulations**" means the regulations of the Issuer's board of directors, adopted on 17 January 2021.

"**Corporate Resolution**" means each of:

- (a) the resolution of the Issuer's general meeting of shareholders, adopted on 16 April 2024, to designate the Issuer's board of directors as the corporate body authorised (i) to issue common shares and/or to grant rights to acquire common shares, for a period of eighteen months up to 15 October 2025, up to 10% of the issued common shares in the share capital of the Issuer as per 16 April 2024 for general corporate purposes, and (ii) to limit or exclude pre-emptive rights in connection with the issue of and/or the granting of rights to acquire common shares in the share capital of the Issuer (the "Authorisation");
- (b) the resolution of the Issuer's board of directors, adopted on 14 February 2024 to approve and launch the Equity Incentive Plan, and, subject to the Principles, to enable and authorise the Issuer's Chief Executive Officer to grant rights to subscribe for or to issue common shares, and to the extent required, exclude pre-emptive rights, in connection with the Equity Incentive Plan; and
- (c) the resolution of the Issuer's Chief Executive Officer, adopted on 26 August 2024, to grant rights to subscribe for the Registration Shares, and, to the extent necessary, exclude all pre-emptive rights in relation thereto, in accordance with and subject to the terms and conditions of the Equity Incentive Plan.

"**De Brauw**" means De Brauw Blackstone Westbroek N.V.

"**Dutch Insolvency**" means bankruptcy (*faillissement*), suspension of payments (*surseance van betaling*) or composition proceedings outside bankruptcy (*akkoordprocedures buiten faillissement*).

"**Dutch law**" means the national law of the Netherlands and European Union and international law to the extent directly applicable in the Netherlands.

"**Equity Incentive Plan**" means the "Shares to Win" 2024 Stellantis Employee Shareholding Plan.

"Insolvency Proceedings" means insolvency proceedings as defined in Article 2(4) of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast).

"Issuer" means Stellantis N.V., with seat in Amsterdam, the Netherlands, and Trade Register number 60372958.

"Principles" has the meaning ascribed thereto in the resolution of the Issuer's board of directors referred to in the definition of "Corporate Resolution".

"Registration" means the registration of the Securities with the SEC under the Securities Act.

"Registration Shares" means 14,000,000 common shares in the share capital of the Issuer registered with the SEC pursuant to the Registration.

"Registration Statement" means the registration statement on Form S-8 dated 11 October 2024 in relation to the Registration (excluding any documents incorporated by reference in it and any exhibits to it).

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

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

"the Netherlands" means the European part of the Netherlands.

"Trade Register Extract" means a Trade Register extract relating to the Issuer provided by the Chamber of Commerce and dated 11 October 2024.

**Stellantis N.V.
Shares to Win
(United States)**

**Shares to Win
(United States)**

Part I – Information BrochurePart I – 1
Part II – United States Terms and ConditionsPart II – 1
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Part III – Form of Representations and ObligationsPart III – 1

**STELLANTIS
SHARES TO WIN 2024
INFORMATION BROCHURE
UNITED STATES**

MESSAGE FROM THE CHIEF EXECUTIVE OFFICER

Dear Employees,

Following the successful launch of the 2023 “Shares to Win” program in France and Italy for employees of Stellantis, I am pleased to announce the renewal of this offer and its extension to

a wider range of countries.

With “Shares to Win”, Stellantis gives you, as a Stellantis employee, the opportunity to acquire common stock of Stellantis NV, on preferential terms.

This shareholding plan is part of the implementation of our Dare Forward 2030 strategic plan.

“Shares to Win” enables us to involve you more closely in the ambition of Stellantis as a shareholder.

I am convinced that employee shareholding strengthens the bond of partnership between employees and the company, and I hope you will give this 2024 edition of “Shares to Win” a warm welcome.

Carlos Tavares

CEO Stellantis N.V.

TAKING 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” and the document entitled “Prospectus” indicating the participating companies in the US) 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 2024, you will subscribe to Stellantis N.V. shares of common stock.

KEY DATES OF THE PLAN

- October 28, 2024

Setting of the subscription price.

You will be informed of the subscription price through the website

www.sharestowin.stellantis.com/2024, by e-mail,

- From November 5 to 14, 2024
 - and on notice boards on October 30, 2024.
 - Subscription period
 - During this period, you can make an online subscription at **www.sharestowin.stellantis.com/2024** by clicking on the “Subscribe” button.
- December 19, 2024
 - Settlement-delivery of the plan Shares to Win 2024.
 - Issuance of Stellantis shares reserved to employees.
 - 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.

Part I - 2

WHAT ARE THE BENEFITS OF THE PLAN?

- A 20% discount on the purchase price of the share 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 30, 2024, and October 25, 2024 and will be set on October 28, 2024. The exchange rate between euro and US dollars will be set on October 25, 2024. 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.
 - The subscription price will be communicated on October 30, 2024.
 - A simulator is available at www.sharestowin.stellantis.com/2024
- Matching contribution
 - Stellantis supplements your personal contribution with a matching contribution of 100% of your subscription, up to \$1,000.
 - This means that if you invest \$1,000, you will receive \$1,000 as a 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 \$1,000.
 - Please note that the maximum matching contribution of 100% of your investment up to \$1,000 is subject to the matching contribution aggregate limitation not being exceeded (see page 5).
 - 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 Part II of the Plan, United States Terms and Conditions, and the Prospectus, which describes the tax regime applicable in the United States in relation with your participation in Shares to Win 2024.**

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.

Part I - 3

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. Consequently, depending on the share price, the value of your investment at the exit 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 and the Prospectus on the dedicated website www.sharestowin.stellantis.com/2024.

Your investment is locked in for three years:

- Your investment is locked in for three years (i.e. until December 19, 2027 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 and the Prospectus.

CONDITIONS OF SUBSCRIPTION

Who can participate?

All employees of the participating Group companies (please see the list of participating companies in Annex 1 to the United States Terms and Conditions) with three consecutive months of corporate service with seniority on the last day of the subscription period, scheduled for November 14, 2024, who are not on an unpaid leave.

How to subscribe?

To subscribe, it just takes a few clicks:

- 1) Log in to www.sharestowin.stellantis.com/2024.
- 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 and the Prospectus on the subscription website www.sharestowin.stellantis.com/2024.

How much to invest?

- The **minimum** amount of your personal contribution must correspond to the subscription price of one Stellantis share.
- **Maximum:** 25% of your estimated gross annual remuneration for 2024 (fixed and variable), without taking into account the matching contribution (up to \$1,000 invested).

We invite you to use the simulator on www.sharestowin.stellantis.com/2024 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 14 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 90 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. If this occurs, your voluntary contribution may be reduced below \$1,000 and the matching contribution received will remain equal to 100% of your voluntary payment after the reduction.

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.



**STELLANTIS EMPLOYEE SHAREHOLDING PLAN
SHARES TO WIN 2024
PART II
UNITED STATES TERMS AND CONDITIONS**

*You have been invited to invest in shares of common stock (the “**Shares**”) of the Dutch company Stellantis N.V. (“**Stellantis**”) within the 2024 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 2024.*

*This 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. The Information Brochure is available to you on the Stellantis website dedicated to Shares to Win (www.sharestowin.stellantis.com/2024).*

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, are 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 14, 2024), 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 November 5, 2024, and lasts until November 14, 2024 (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 (www.sharestowin.stellantis.com/2024).

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 30, 2024 on the website dedicated to Shares to Win.

The reference price will be set by Stellantis on October 28, 2024, 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 30, 2024 to October 25, 2024) (the “**Reference Price**”).

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

Payment for the subscription of the Shares shall be made by payroll deduction (dates subject to change):

- For monthly-paid employees, the Subscription Price will be deducted from your wages in a single installment for the payroll period ending November 30, 2024;
- For biweekly-paid employees, the Subscription Price will be deducted from your wages in a single installment for the payroll period ending December 1, 2024; and
- For weekly-paid employees, the Subscription Price will be deducted from your wages in a single installment for the payroll period ending December 1, 2024.

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 14, 2024), informing you of the final amount of your subscription.

You are responsible for (i) for the payment of your subscription price, and (ii) for 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 your 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. 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 period, your subscription will be cancelled in its entirety.

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

As noted above, you will be responsible for the taxes on your subscription related to the Discount and Matching Contribution. The Discount and Matching Contribution will be processed as a taxable benefit to you and will appear in the Miscellaneous section of your pay statement on the pay period in which it is processed (sometime after December 19, 2024). Depending upon the size of your personal and matching contributions, the additional taxes taken could result in a zero net paycheck and/or reduction in your other deductions.

Matching Contribution

If you decide to participate to the Plan, you will receive a financial contribution from the Stellantis Group (the “**Matching Contribution**”) of 100% of your personal contribution up to 1,000 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), plus (ii) an equal number of Matching Shares up to \$1,000.

Minimum and Maximum Subscription

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

As for the maximum subscription permitted by the Plan, your personal contribution (without considering the Matching Contribution for these purposes) must not exceed 25% of your estimated gross annual remuneration (fixed and variable) for the calendar year 2024. You will be responsible for this calculation. A calculator can be found on the website dedicated to Shares to Win (www.sharestowin.stellantis.com/2024). 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 19, 2024.

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 19, 2027 (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. 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).

Administration

All determinations made by Stellantis or your employer concerning administration of Shares to Win (for example, concerning the applicable exchange rate, calculation of the maximum amount you are permitted to invest, calculation of financial contribution regarding 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. However, the Plan is governed by Dutch law.

Annex I

List of Participating Members

The following members of the Stellantis Group are participating in Shares to Win 2024:

- FCA US LLC
- FCA Transport LLC
- FCA International Services LLC
- FCA International Operations LLC
- FCA Purchasing LLC
- Mobilisights LLC



Shares to Win 2024 United States

PART III OF

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 (the “**US Terms**”), and also having read the Prospectus (“**Prospectus**”) made available to me on the website dedicated to the Plan (www.sharestowin.stellantis.com/2024), hereby subscribe for Stellantis N.V. shares of common stock (the “**Shares**”).
 - 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 U.S Terms.
 - I understand that an exchange rate between the euro and the US dollars, determined by Stellantis N.V. on October 25, 2024, 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 14, 2024 with a participating company listed on Annex I of the US Terms; and
 - I have been employed as of November 14, 2024 with a participating company listed on Annex I of the US Terms and I am not on unpaid leave.
 - I understand that my subscription will give me the right to a matching contribution from Stellantis on my subscription by personal contribution, the terms of which are described in the US Terms.
 - I have been informed that the minimum amount of my subscription to the Plan, to be paid by payroll deduction, is the equivalent of one Share, and that it may not exceed 25% of my estimated gross annual remuneration (fixed and variable) for 2024. In the event I exceed this threshold, I authorize my employer to reduce the amount of my subscription to the extent necessary to allow me to comply with this investment limit. The matching contribution to be received under the Plan is not taken into account in calculating this investment limit.
- 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 (equal to 25% of my estimated remuneration for the calendar year 2024) or in the event of oversubscription, as described in the U.S. Terms.
 - In the event of default on payment, my subscription will be automatically cancelled. A single, after-tax payroll deduction will be taken for the amount of the subscription price. 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 will be cancelled, and I will receive no Shares.
- Information on the Shares**
- I understand that the Shares will be listed on multiple regulated markets including on the New York Stock Exchange. I understand the risk inherent in investing in the Shares of a single company and that my investment presents a risk of capital loss in the event of a decline in the value of the Shares.
 - I hereby declare that, in deciding to subscribe for Shares, I have relied only on information in the Prospectus or incorporated by reference therein. I acknowledge that Stellantis has not authorized anyone to provide me with information that is different. I have not relied on any information from my employer, any other Stellantis Group company, or any of their officers, employees, agents or representatives.

Information about the Plan

- I acknowledge that, I have been informed that:

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.

- The participation in the Plan involves, in the normal course, the processing of common personal data (e.g., identification and contact data), data relating to the employment position of the employees who subscribe to the Shares, data relating to tax obligations and any other personal data which may be necessary in order to finalize the subscription process.
- In case of early release of Shares from the three-year lock-up period for disability, the Controller will collect special categories of personal data within the meaning of Article 9 of GDPR, in particular, data which can reveal the state of health of the data subject (together with the common personal data, the “**Personal Data**”).
- Common Personal Data will be processed in order to ensure the participation in and/or the sale in the context of the Plan and the fulfilment of the legal obligations to which the Controller is subject.
- Common Personal Data are processed by the Controller in accordance with Article 6, letter b) and c) of GDPR.
- The Controller will process special categories of Personal Data only with the prior valid consent of the subject to whom the Personal Data refer, according to Article 9(2), letter a) of GDPR. Such consent will be required by the Controller by means of appropriate form, when the participant will make a request for early release for disability. Also in such case, the Controller informs that employees’ personal data belonging to special categories will be collected by Natixis Interépargne, according to the privacy laws.
- I acknowledge that I have been duly informed that the Personal Data provided in connection with my participation in the Plan may be transmitted by and exchanged between the Controller, my employer, Natixis Interépargne, Butterfly (the communications agency), and Global Shares Execution Services Limited as securities account holder, and by/and to any other party expressly authorized to receive and retain this data and to process it for the sole purpose of administering the Plan, for the keeping of accounts

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 of my subscription to the Plan are necessary and mandatory for my participation in the Plan and will be retained for the time strictly necessary to pursue the purposes stated above. In the absence of this data, my subscription will not be taken into account. In case of the processing of personal data belonging to special categories, the processing of thereof will be carried out only for the time strictly necessary (*i.e.*, to allow employees to apply for an early release of their Shares).

In any case, a different data retention period may be applied for the fulfillment of other applicable law provisions and/or for the exercise and/or defense of a Controller and/or third party’s right and/or legitimate interest.

- I understand that I may exercise the rights granted to me by the GDPR, in particular the right of access, modification and rectification of my personal data:
 - By contacting the centralizing agent for subscriptions to Natixis Interépargne, in writing to the following address: DPO Natixis Interépargne – 59, avenue Pierre Mendès France 75013 Paris, France, or at the following email address: relais-cnii-interepargne@natixis.com;
 - By contacting the securities account holder, Global Shares Execution Services Limited, at the following address: privacy.global.shares@jpmorgan.com; and
 - By contacting the Data Protection Officer of Stellantis at the following email address: dataprotectionofficer@stellantis.com.
- I acknowledge that I have a right to set guidelines for the storage, deletion, and communication of my personal data after my death (subject to the condition that my Shares have all been sold, and archiving obligations).
- I also understand that I have the right to refer to the competent data protection Authority, including the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*), for any questions relating to the protection of my personal data.

- 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 \(stellantis.com\)](#).

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.

Governing law

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

Taxes

- 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 on the pay period in which it is processed (sometime after December 19, 2024).

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 wages:

- For monthly-paid employees, the subscription price will be deducted from my wages in a single installment for the payroll period ending November 30, 2024;

- For biweekly-paid employees, the subscription price will be deducted from my wages in a single installment for the payroll period ending December 1, 2024; and

- For weekly-paid employees, the subscription price will be deducted from my wages in a single installment for the payroll period ending December 1, 2024.

Payroll deductions will be taken in the period 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. 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.

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement on Form S-8 pertaining to the “Shares To Win” 2024 Stellantis Employee Shareholding Plan of Stellantis N.V. of our reports dated February 22, 2024, with respect to the consolidated financial statements of Stellantis N.V. and the effectiveness of internal control over financial reporting of Stellantis N.V. included in its Annual Report on Form 20-F for the year ended December 31, 2023, filed with the Securities and Exchange Commission.

/s/ EY S.p.A.

Turin, Italy

October 11, 2024