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

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**SCHEDULE 13D**

Under the Securities Exchange Act of 1934  
(Amendment No. 1)

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**Stellantis N.V.**

(Name of Issuer)

Common Shares, nominal value of €0.01 each

(Title of Class of Securities)

N82405106

(CUSIP Number)

Thierry Mabile de Poncheville  
Deputy Chief Executive Officer  
Établissements Peugeot Frères S.A.  
66, avenue Charles de Gaulle  
92200 Neuilly-sur-Seine, France  
+33 6 07 48 38 77

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

*Copy to:*

Adam O. Emmerich  
John L. Robinson  
Wachtell, Lipton, Rosen & Katz  
51 West 52nd Street  
New York, New York 10019  
(212) 403-1000

April 14, 2021

(Date of Event which Requires Filing of this Statement)

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 Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

*Note:* Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

(Continued on following pages)

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Établissements Peugeot Frères S.A.	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> France	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 224,228,121 (1)
	<b>8</b>	<b>SHARED VOTING POWER</b> - 0 -
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 224,228,121 (1)
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> - 0 -
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 224,228,121 (1)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 7.2% (2)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> HC and CO	

(1) The amount reported includes 224,228,121 common shares, nominal value of €0.01 each (the "Common Shares"), of Stellantis N.V. ("Stellantis" or the "Issuer") directly held by Peugeot 1810 S.A.S. ("Peugeot 1810") and beneficially owned by Établissements Peugeot Frères S.A. ("EPF"), with respect to which EPF may be deemed to have sole dispositive power and voting power.

(2) Based on a total of 3,119,934,695 Common Shares of Stellantis issued and outstanding as of March 3, 2021, as reported by Stellantis on its Annual Report on Form 20-F for the fiscal year ended December 31, 2020, filed with the U.S. Securities and Exchange Commission (the "SEC") on March 4, 2021.

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Peugeot Invest S.A.	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> France	
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<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 7.2% (2)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> CO	

(1) The amount reported represents 224,228,121 Common Shares of Stellantis directly held by Peugeot 1810 and beneficially owned by Peugeot Invest S.A. ("Peugeot Invest"), with respect to which Peugeot Invest may be deemed to have sole dispositive power and voting power.

(2) Based on a total of 3,119,934,695 Common Shares of Stellantis issued and outstanding as of March 3, 2021, as reported by Stellantis on its Annual Report on Form 20-F for the fiscal year ended December 31, 2020, filed with the SEC on March 4, 2021.

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Peugeot 1810 S.A.S.	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
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	<b>8</b>	<b>SHARED VOTING POWER</b> - 0 -
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(1) The amount reported represents 224,228,121 Common Shares of Stellantis directly held by Peugeot 1810, with respect to which Peugeot 1810 has sole dispositive power and voting power.

(2) Based on a total of 3,119,934,695 Common Shares of Stellantis issued and outstanding as of March 3, 2021, as reported by Stellantis on its Annual Report on Form 20-F for the fiscal year ended December 31, 2020, filed with the SEC on March 4, 2021.

## AMENDMENT NO. 1 TO SCHEDULE 13D

This Amendment No. 1 amends and supplements the information set forth in the Schedule 13D filed by Établissements Peugeot Frères S.A. (“EPF”), Peugeot Invest S.A. (“Peugeot Invest”) and Peugeot 1810 S.A.S. (“Peugeot 1810” and, together with EPF and Peugeot Invest, the “Reporting Persons”), with the U.S. Securities and Exchange Commission (the “SEC”) on January 27, 2021 (the “Schedule 13D”), relating to the common shares, nominal value of €0.01 each (the “Common Shares”), of Stellantis N.V. (“Stellantis” or the “Issuer”). All capitalized terms contained herein but not otherwise defined shall have the meanings ascribed to such terms in the Schedule 13D.

Schedule 13D is hereby amended and supplemented as set forth below. The information set forth in response to each separate Item below shall be deemed to be a response to all Items with respect to which such information is relevant.

### **ITEM 2. Identity and Background.**

The information contained in Item 2 of the Schedule 13D is hereby amended and supplemented to add the following information:

“Effective as of March 31, 2021, FFP S.A. has been renamed Peugeot Invest S.A. and Maillot I S.A.S. has been renamed Peugeot 1810 S.A.S.”

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

The first paragraph of Item 5 of the Schedule 13D is hereby amended and restated in its entirety as follows:

“Percentage interest calculations for each of the Reporting Persons are based on a total of 3,119,934,695 Common Shares issued and outstanding as of March 3, 2021, as reported by Stellantis on its Annual Report on Form 20-F for the fiscal year ended December 31, 2020, filed with the SEC on March 4, 2021.”

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

The information contained in Item 6 of the Schedule 13D is hereby amended and supplemented to add the following information:

#### **Consultation Understanding**

On April 14, 2021, Peugeot 1810 and Exor N.V. (“Exor”) 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 7 hereto and incorporated by reference into this Item.

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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.

The joint press release of Peugeot 1810 and Exor announcing the entry into the Consultation Understanding is attached as Exhibit 8 and incorporated by reference herein.

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

The information contained in Item 7 of the Schedule 13D is hereby amended and supplemented to add the following information:

[7](#) Consultation Understanding, dated as of April 14, 2021, by and between Exor N.V. and Peugeot 1810 S.A.S.

[8](#) Joint Press Release of Exor N.V. and Peugeot 1810 S.A.S., dated April 14, 2021.

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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: April 15, 2021

**ÉTABLISSEMENTS PEUGEOT FRÈRES S.A.**

By: /s/ Thierry Mabilie de Poncheville

Name: Thierry Mabilie de Poncheville

Title: Deputy Chief Executive Officer

Date: April 15, 2021

**PEUGEOT INVEST S.A.**

By: /s/ Bertrand Finet

Name: Bertrand Finet

Title: Chief Executive Officer

Date: April 15, 2021

**PEUGEOT 1810 S.A.S.**

By: /s/ Bertrand Finet

Name: Bertrand Finet

Title: Chief Executive Officer of Peugeot Invest S.A., which is President of Peugeot 1810 S.A.S.

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## 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 5.3 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.



### Joint Press Release

#### EXOR AND PEUGEOT 1810 STRENGTHEN RELATIONS TO SUPPORT STELLANTIS AND DISCUSS AREA OF COMMON INTEREST

Amsterdam / Neuilly-sur-Seine, April 14, 2021. On occasion of the first Annual General Meeting of Stellantis, Exor N.V. ("Exor") and Peugeot 1810 SAS ("Peugeot 1810"), both significant shareholders in Stellantis N.V., announce that they have entered into a consultation understanding aimed at strengthening the relations between the Agnelli and Peugeot families and to provide support for Stellantis in its long term success.

The understanding is intended to promote a free exchange of perspectives but does not include any obligation concerning the exercise of voting rights or to otherwise coordinate any actions related to their respective rights and obligations as shareholders in Stellantis. EXOR and Peugeot 1810 will remain free at all times to exercise their voting rights in Stellantis autonomously and independently, at their own discretion, and without being bound by any discussions between them.

These meetings will also provide an opportunity for representatives of the two families to discuss topics of common interest, such as best practice in the stewardship of family businesses.

#### About Exor

Exor is one of Europe's largest diversified holding companies controlled by the Agnelli family. For over a century, Exor has made successful investments and built great companies worldwide with a culture that combines entrepreneurial spirit and financial discipline. With a Net Asset Value of around \$30 billion, its portfolio is principally made up of companies in which Exor is the largest shareholder: Ferrari, PartnerRe, Stellantis, CNH Industrial, Juventus FC, The Economist, GEDI Gruppo Editoriale and SHANG XIA.

#### About Peugeot 1810

Peugeot 1810 is the joint venture between Peugeot Invest and its controlling shareholder Etablissements Peugeot Frères, which owns the shareholdings in Stellantis and Faurecia, the Peugeot family group automotive companies.

[www.peugeot-invest.com](http://www.peugeot-invest.com)

#### Exor

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Tel. +31 (0)20 240 2 222

#### Press Office

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#### Peugeot 1810

Investors contact: Sébastien Coquard  
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+33 1 84 13 87 20.

#### Press contact: Vincent Deshayes

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