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

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**FORM 6-K**

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**REPORT OF FOREIGN PRIVATE ISSUER  
PURSUANT TO RULE 13a-16 OR 15d-16 OF  
THE SECURITIES EXCHANGE ACT OF 1934**

For the month of March 2021  
Commission File No. 001-36675

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**STELLANTIS N.V.**  
(Translation of Registrant's Name Into English)

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Singaporestraat 92-100  
1175 RA Lijnden  
The Netherlands  
Tel. No.: +31 20 3421 707  
(Address of Principal Executive Offices)

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Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F  Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

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The following exhibit is furnished herewith:

|              |   |
|--------------|---|
| Exhibit 99.1 | Press release issued by Stellantis N.V. dated March 4, 2021.          |
| Exhibit 99.2 | Notice of Annual General Meeting                                      |
| Exhibit 99.3 | Agenda and Explanatory Notes  |
| Exhibit 99.4 | Remuneration Policy   |
| Exhibit 99.5 | Equity Incentive Plan   |
| Exhibit 99.6 | Corporate Governance Statement  |
| Exhibit 99.7 | Outstanding share capital and voting rights at the date of the notice |
| Exhibit 99.8 | Shares registered in the United States - proxy card                   |

**SIGNATURE**

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

Date: March 9, 2021

STELLANTIS N.V.

By: /s/ Richard K. Palmer

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Name: Richard K. Palmer

Title: Chief Financial Officer

## Index of Exhibits

| <u>Exhibit<br/>Number</u> | <u>Description of Exhibit</u>   |
|---------------------------|---|
| Exhibit 99.1              | Press release issued by Stellantis N.V. dated March 4, 2021.          |
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### Stellantis publishes agenda for the 2021 AGM

Amsterdam, March 4, 2021 - Stellantis N.V. (NYSE / MTA / Euronext Paris: STLA) ("Stellantis") announced today that it has published the agenda and the explanatory notes for the 2021 Annual General Meeting of Shareholders ("AGM"), which will take place virtually on April 15, 2021.

Stellantis's AGM notice and explanatory notes, other AGM materials and instructions for voting and submitting questions in advance of the meeting and to follow the AGM remotely are available on Stellantis's investor relations website at <https://www.stellantis.com>, where they can be viewed and downloaded. Shareholders may request a hard copy of these materials, which include Fiat Chrysler Automobiles N.V.'s audited financial statements for the fiscal year ended December 31, 2020, free of charge, through the contacts below.

#### About Stellantis

*Stellantis is one of the world's leading automakers and a mobility provider, guided by a clear vision: to offer freedom of movement with distinctive, affordable and reliable mobility solutions. In addition to the Group's rich heritage and broad geographic presence, its greatest strengths lie in its sustainable performance, depth of experience and the wide-ranging talents of employees working around the globe. Stellantis will leverage its broad and iconic brand portfolio, which was founded by visionaries who infused the marques with passion and a competitive spirit that speaks to employees and customers alike. Stellantis aspires to become the greatest, not the biggest while creating added value for all stakeholders as well as the communities in which it operates.*



**For more information contact:**

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**Shawn MORGAN:** +1 248 760 2621 - [shawn.morgan@stellantis.com](mailto:shawn.morgan@stellantis.com)

[www.stellantis.com](http://www.stellantis.com)



**NOTICE OF THE ANNUAL GENERAL MEETING  
STELLANTIS N.V.**

The annual general meeting of shareholders (the "**AGM**") of Stellantis N.V. (the "**Company**" or "**Stellantis**") will be virtually held on April 15, 2021, at 2:30 p.m. CEST.

The AGM can be followed via a live webcast that will be available on the Company's website ([www.stellantis.com](http://www.stellantis.com)). Votes can only be cast in advance of the AGM as further set out in this convocation notice. The AGM will be held in English.

**AGENDA**

**1. Opening**

**2. Annual Report 2020**

- a. Report of the Board of Directors for the financial year 2020 (*discussion*)
- b. Policy on additions to reserves and on dividends (*discussion*)
- c. Remuneration Report 2020 (*advisory voting*)
- d. Adoption of the Annual Accounts 2020 (*voting*)
- e. Extraordinary distribution (*voting*)
- f. Granting of discharge to the directors in respect of the performance of their duties during the financial year 2020 (*voting*)

**3. Appointment of the independent auditor**

Proposal to appoint Ernst & Young Accountants LLP as the Company's independent auditor (*voting*)

#### 4. Remuneration

- a. Proposal to amend the remuneration policy of the Board of Directors (*voting*)
- b. Proposal to adopt the Equity Incentive Plan and authorization to the Board of Directors (i) to issue shares or grant rights to subscribe for shares and (ii) to exclude pre-emptive rights in connection with the Equity Incentive Plan (*voting*)

#### 5. Delegation to the Board of Directors of the authority to acquire common shares in the Company's capital

Proposal to authorize the Board of Directors to acquire fully paid-up common shares in the Company's own share capital in accordance with article 9 of the Company's articles of association (*voting*)

#### 6. Cancellation of class B special voting shares held by the Company

Proposal to cancel all class B special voting shares held by the Company in its own share capital in accordance with article 10 of the Company's articles of association (*voting*)

#### 7. Closing

### AGM DOCUMENTS

This notice, the agenda with explanatory notes, the Annual Report 2020 (including the financial statements), the proposed remuneration policy of the Board of Directors, the proposed Equity Incentive Plan and other documents relevant for the AGM are available on the Company's website ([www.stellantis.com](http://www.stellantis.com)).

The relevant AGM materials are also available at the Company's offices (Singaporestraat 92-100, 1175 RA Lijnden, the Netherlands) for shareholders and other persons entitled to attend the meeting who will receive a copy free of charge upon request.

### COVID-19 STATEMENT

To protect the health and safety of all shareholders and participants in connection with the COVID-19 outbreak and considering the temporary legislative measures from the Dutch government, shareholders will not be allowed to attend the AGM in person. The meeting can be followed via a live webcast that will be available on the Company's website ([www.stellantis.com](http://www.stellantis.com)).

### HOLDING SHARES IN STELLANTIS'S CAPITAL

Stellantis's shareholders can hold their shares in Stellantis as follows:

- 1) **Loyalty register.** Shareholders holding special voting shares and common shares or shareholders holding common shares electing to receive special voting shares upon completion of the required holding period (the "**Loyalty Shareholders**") registered in the Company's loyalty register (the "**Loyalty Register**").

The Loyalty Register is maintained on the Company's behalf in the records of the Company's agents: Computershare Trust Co. NA, Computershare S.p.A. and Société Générale Securities Services France (the "**Agents**" and each the "**Agent**");



- 2) **Euroclear France.** Shareholders holding common shares in an intermediary account with a participant in the Euroclear France system (the "**Euroclear France Participant Account**");
- 3) **Monte Titoli.** Shareholders holding common shares in an intermediary account with a participant in the Monte Titoli system (the "**Monte Titoli Participant Account**");
- 4) **DTC.** Shareholders holding common shares in a bank, brokerage or other intermediary account with a participant in the Depository Trust Company system (the "**DTC Participant Account**"); and
- 5) **Registered shareholders.** Shareholders holding common shares in registered form (the "**Registered Shareholders**") in the Company's shareholders register (the "**Shareholders Register**"), maintained by Computershare Trust Co. NA as the Company's transfer agent (the "**Transfer Agent**" and together with the Agents, the "**AGM Agents**").

#### **RECORD DATE AND FINAL REGISTRATION DATE**

Under Dutch law and the Company's articles of association, in order to be entitled to attend and, if applicable, to vote at the AGM, shareholders and other persons entitled to attend the AGM, must (i) be registered as of Thursday 18 March, 2021 (the "**Record Date**"), in the register established for that purpose by the Board of Directors (the "**AGM Register**") after reflecting all debit and credit entries as of the Record Date, regardless of whether the shares are still held by such holders at the date of the AGM and (ii) request registration in the manner mentioned below.

The AGM Register established by the Board of Directors is: (i) in respect of Loyalty Shareholders, the Loyalty Register, (ii) in respect of shareholders holding common shares in (a) a Euroclear France Participant Account, (b) a Monte Titoli Participant Account or (c) a DTC Participant Account, the administration of the relevant bank, brokerage or other intermediary (the "**Intermediary**") and (iii) in respect of Registered Shareholders, the Shareholders Register.

The Final Registration Date (as defined in the Company's articles of association) for this AGM is April 8, 2021 at 11 p.m. CEST.

#### **VOTING**

##### **Ad (i). Loyalty shareholders**

The AGM Agents will send the AGM documentation to Loyalty Shareholders at the addresses of such shareholders as they appear from the records maintained by the relevant AGM Agent, including instructions that allows them to give their voting instructions by proxy or online vote. Such instructions will also be available on the Company's website ([www.stellantis.com](http://www.stellantis.com)).

Loyalty Shareholders should give their voting instructions to the relevant AGM Agent by 11 p.m. CEST on the Final Registration Date in writing (contact details below) or electronically via the web procedure made available by the relevant Agent.

##### **Ad (ii)(a). Shareholders holding common shares via Euroclear France**

Shareholders holding common shares in a Euroclear France Participant Account (the "**EFR Investors**") who wish to vote at the AGM by proxy should request their Intermediary to issue a statement confirming their shareholding (including the shareholder's name and address and the number of shares notified for attendance and held by the relevant shareholder on the Record Date). Intermediaries must submit the

notice of participation no later than on the Final Registration Date at 11 p.m. CEST to Société Générale Securities Services France. The EFR Investors may give their voting instructions through the relevant proxy form published on the Company's website ([www.stellantis.com](http://www.stellantis.com)). They can also cast their votes in advance of the AGM via the web procedure made available to EFR Investors by Société Générale Securities Services France.

#### **Ad (ii)(b). Shareholders holding common shares in a Monte Titoli Participant Account**

Shareholders holding common shares in a Monte Titoli Participant Account (the "**MT Investors**") who wish to vote at the AGM by proxy should request their Intermediary to issue a statement confirming their shareholding (including the shareholder's name and address and the number of shares notified for attendance and held by the relevant shareholder on the Record Date). Intermediaries must submit the notice of participation no later than on the Final Registration Date at 11 p.m. CEST to Computershare S.p.A. The MT Investors may give their voting instructions through the relevant proxy form published on the Company's website ([www.stellantis.com](http://www.stellantis.com)). They can also cast their votes in advance of the AGM via the web procedure made available to MT Investors by Computershare S.p.A.

#### **Ad (ii)(c). Shareholders holding common shares in a DTC Participant Account**

Shareholders holding common shares in a DTC Participant Account should give instructions to their Intermediary, as the record holder of their shares, who is required to vote their shares according to their instructions. In order to vote their shares at the AGM, they will need to follow the directions provided by their Intermediary.

#### **Ad (iii). Registered Shareholders**

The Transfer Agent will send the AGM documentation to Registered Shareholders at the addresses of such shareholders as they appear from the Shareholders Register, including the Proxy Card with the instructions that allows them to give their voting instructions by telephone at +1-800-652-VOTE or internet at [www.investorvote.com/STLA](http://www.investorvote.com/STLA). Such Proxy Card will also be available on the Company's website ([www.stellantis.com](http://www.stellantis.com)).

#### **VOTE BY PROXY**

Subject to compliance with the paragraphs referred to above, shareholders can vote at the AGM by proxy and follow the meeting via live webcast on the Company's website ([www.stellantis.com](http://www.stellantis.com)). In order to give proxy and voting instructions, the shareholder (a) must have registered his or her shares as set out above and (b) must ensure that the duly completed and signed proxy including, as appropriate, voting instructions, will be received by the relevant AGM Agent (contact details below) by 11 p.m. CEST on the Final Registration Date in writing or electronically pursuant to instructions contained in the proxy forms. All votes shall be cast electronically or in writing ahead of the AGM in accordance with the proxy and voting instructions.

#### **VOTING LIMITATION AND NOTIFICATION OBLIGATION**

As further set out in the Company's articles of association, no shareholder, acting alone or in concert, together with votes exercised by affiliates of such shareholder or pursuant to proxies or other arrangements conferring the right to vote, may be able to exercise, directly or indirectly, 30 percent (the "**Maximum Voting Threshold**") or more of the votes that could be cast at a general meeting of the Company. Any voting right of such shareholder in excess of the Maximum Voting Threshold for a general meeting will be suspended by the Company. This voting limitation also applies with respect to the AGM.

The Maximum Voting Threshold with respect to the AGM will be published on the Company's website on the day following the Final Registration Date.

Furthermore, the Company's articles of association provide that, before each general meeting, any shareholder holding voting rights in excess of the Maximum Voting Threshold is required to notify the Company, in writing, of its shareholding and total voting rights in the Company and provide, upon written request by the Company, any information necessary to ascertain the composition, nature and size of its shareholding and any other person acting in concert with it. This notification obligation also applies with respect to the AGM.

### QUESTIONS BY SHAREHOLDERS

Shareholders can submit questions regarding the agenda items of the AGM by email to [AGM2021@stellantis.com](mailto:AGM2021@stellantis.com) until April 12, 2021 at 2:30 p.m. CEST. The email has to include the name, the surname, the number of shares held by the shareholder, the AGM agenda item to which the question refers and the bank or broker statement proving shareholder's shareholding at the Record Date.

The Company intends to address the questions during the meeting, to the extent appropriate with a view to the orderly conduct of the meeting. Shareholders who have submitted questions before the deadline mentioned above may ask follow-up questions during the AGM in accordance with the instructions given at the AGM, and only insofar the order of the meeting allows.

### CONTACT DETAILS OF AGENTS

1) Computershare S.p.A.  
Via Nizza 262/73, 10126 Torino  
Italy  
e-mail: [stellantis@computershare.it](mailto:stellantis@computershare.it)

2) Computershare Trust Company NA  
P.O. BOX 505000  
Louisville, KY 40233-5000  
email: [web.queries@computershare.com](mailto:web.queries@computershare.com)

By Overnight Delivery:  
Computershare  
462 South 4th Street  
Suite 1600  
Louisville, KY 40202

3) Société Générale Securities Services France  
Assemblées Générales  
32 Rue du Champ de Tir  
CS 30812 – 44308 NANTES cedex 3  
France  
email: [service.assemblee-generale@sgss.socgen.com](mailto:service.assemblee-generale@sgss.socgen.com)

March 4, 2021

Stellantis N.V.  
The Board of Directors



**AGENDA AND EXPLANATORY NOTES**  
**FOR THE ANNUAL GENERAL MEETING OF STELLANTIS N.V.**

To be virtually held on April 15, 2021

**AGENDA****1. Opening****2. Annual Report 2020**

- a. Report of the Board of Directors for the financial year 2020 (*discussion*)
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- b. Proposal to adopt the Equity Incentive Plan and authorization to the Board of Directors (i) to issue shares or grant rights to subscribe for shares and (ii) to exclude pre-emptive rights in connection with the Equity Incentive Plan (*voting*)

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**7. Closing**

## EXPLANATORY NOTES TO THE AGENDA FOR THE AGM 2021

### 1. Opening

The chairperson of the meeting will open the meeting.

### 2. Annual Report 2020

#### A. Report of the Board of Directors for the financial year 2020 (*discussion*)

The Report on Operations of the Company is contained in the Company's Annual Report 2020. For further details please refer to the "Report on Operations" section of the Annual Report.

#### B. Policy on additions to reserves and on dividends (*discussion*)

The Company's dividend policy contemplates an annual ordinary dividend to be distributed by the Company to the holders of common shares. In light of the COVID-19 crisis, the Company will not distribute an annual ordinary dividend to the holders of common shares, as specified under agenda item 2.D. However, the Company is proposing to the shareholders to approve an EUR 1 billion extraordinary distribution on common shares following the merger (equivalent to approximately USD 1.2 billion), as contemplated in agenda item 2.E. The Board of Directors will further detail the Company's dividend policy as the long term business plan of the Company is further developed.

#### C. Remuneration Report 2020 (*advisory voting*)

Pursuant to article 2:135b subsection 2 of the Dutch Civil Code, the Remuneration Report 2020 will be submitted to the General Meeting of Shareholders for its advisory vote. It is proposed to the General Meeting of Shareholders to cast a favorable advisory vote.

The Remuneration Report for 2020 is contained in the Annual Report 2020 and is available on the Company's website. For further details, please refer to the "Remuneration Report" section of the Annual Report 2020.

#### D. Adoption of the Annual Accounts 2020 (*voting*)

The Company's Annual Accounts 2020 have been drawn up by the Board of Directors and audited by Ernst & Young Accountants LLP, who have issued an unqualified opinion. It is proposed that the Annual Accounts 2020 be adopted by the General Meeting of Shareholders.

In light of the COVID-19 crisis, and subject to the adoption of the Annual Accounts 2020, the Board of Directors resolved to reserve the full amount of profits shown in the Annual Accounts 2020, in order to further fund the Company's capital and liquidity requirements in the current extraordinary circumstances.

#### E. Extraordinary distribution (*voting*)

In light of the COVID-19 crisis, the Company will not distribute an annual ordinary dividend to the holders of common shares. However, the combination agreement entered into by Fiat Chrysler Automobiles N.V. and Peugeot S.A. on 17 December 2019, as amended, contemplated that the Board of Directors would review a potential cash distribution of EUR 1 billion following completion of the merger. In that regard, the Board of Directors proposes to the General Meeting of Shareholders to approve an EUR 1 billion extraordinary distribution on common shares following the merger (equivalent to approximately USD 1.2 billion, translated at the exchange rate reported by the European Central Bank on February 26, 2021).

The proposed distribution entails a payment to the holders of common shares of EUR 0.32 per outstanding common share. The distribution will be paid out of the capital repayment reserve which is to be created by a reduction of the nominal value of the Stellantis common shares in connection with the Faurecia distribution, previously approved by the General Meeting of Shareholders, to the extent not utilised for that distribution and, with respect to the balance, if any, against profit reserves. We refer to the explanatory notes to the agenda of the Company's extraordinary general meetings held on January 4, 2021 and to be held on March 8, 2021 for additional information. The amount of the distribution will be fully paid in cash.

Upon approval by the General Meeting of Shareholders, the expected calendar for the common shares listed on the New York Stock Exchange, Mercato Telematico Azionario and Euronext France will be as follows: (i) ex-date April 19, 2021, (ii) record date April 20, 2021, and (iii) payment date April 28, 2021.

#### **F. Granting of discharge to the directors in respect of the performance of their duties during the financial year 2020 (voting)**

The General Meeting of Shareholders is requested to grant discharge to:

- (i) the executive directors in office in 2020 in respect of the performance of their management duties; and
- (ii) the non-executive directors in office in 2020 in respect of the performance of their non-executive duties,

as such performance is apparent from the Annual Report 2020 or otherwise disclosed to the General Meeting of Shareholders prior to the adoption of the Annual Accounts 2020.

#### **3. Appointment of the independent auditor (voting)**

Pursuant to article 27 of the Company's articles of association, the General Meeting of Shareholders has the authority to appoint the independent auditor that will conduct the audit of the financial statements.

The Audit Committee has reviewed the performance of the independent auditor and the effectiveness of the audit. Based on such review, the Audit Committee has recommended the re-appointment of Ernst & Young Accountants LLP as the Company's independent auditor until the Annual General Meeting of Shareholders of 2022.

The Board of Directors concurs with the Audit Committee's recommendation and submits to the shareholders the proposal to reappoint Ernst & Young Accountants LLP as the Company's independent auditor until the Annual General Meeting of Shareholders of 2022.

#### **4. Remuneration**

##### **A. Amendment of the remuneration policy of the Board of Directors (voting)**

Upon recommendation of the Remuneration Committee of the Board of Directors, it is proposed to amend the Company's remuneration policy. The current remuneration policy was last amended in 2020. If adopted, the revised remuneration policy of the Board of Directors will apply as of April 15, 2021.

The proposed remuneration policy is designed for Stellantis as post-merger entity comprising the former businesses of Fiat Chrysler Automobiles and Peugeot. The remuneration policy includes Stellantis's

purpose, vision and values, applicable statutory requirements, Corporate Governance and Executive Remuneration best practices, including as expressed in the Dutch Corporate Governance Code and the international remuneration market trends, the societal context with a specific focus on trends in sustainability, the views of the Board of Directors, senior leaders and employees of the Company, the internal pay ratio and the interests of the Company's shareholders. The remuneration policy was last amended in 2020 and the proposed amendments do not amend the overall structure of the policy, while the proposed updates reflect the size of the Company following the merger, including with respect to the remuneration of Non-Executive Directors and Executive Directors.

The objective of the remuneration policy is to provide a compensation structure that allows Stellantis to attract and retain the most highly qualified executive talent and to motivate such executives to achieve business and financial goals that create value for shareholders and other stakeholders in a manner consistent with our core business and leadership values.

Pursuant to article 19.11 of the Company's articles of association, the amendment of the remuneration policy of the Board of Directors requires an absolute majority of the votes cast.

The text of the proposed revised remuneration policy of the Board of Directors including a compare version against the preceding remuneration policy is available for inspection on the Company's website ([www.stellantis.com](http://www.stellantis.com)) or at the Company's offices.

**B. Adoption of the Equity Incentive Plan and authorization to the Board of Directors (i) to issue shares or grant rights to subscribe for shares and (ii) to exclude pre-emptive rights in connection with the Equity Incentive Plan (voting)**

The Equity Incentive Plan ("EIP") and its sub-plan provide for the grant of stock-based awards to eligible top performers and key leaders of the Company (and its subsidiaries and joint ventures, as applicable), in order to foster a strong performance culture, to reward the best performers, and to align management and shareholders' interests in achieving the Company's financial and other objectives. The Company believes that the EIP will also assist in attracting and retaining individuals of outstanding training, experience and ability, and will ultimately promote the long-term success of the Company. The EIP includes a sub-plan to allow participants residing in France to preserve the available tax treatment according to applicable laws and regulations.

The Board of Directors proposes the adoption of the EIP involving the issuance of up to a maximum of 100 million common shares to eligible individuals, covering annual equity grants as per the date of the 2021 Annual General Meeting of Shareholders (April 15, 2021) through 2025. Common shares in the previous pool reserved in awarding equity to eligible participants will be canceled upon shareholder approval of the request.

It is proposed that a maximum number of 10.5 million common shares in the capital of the Company will be available for executive directors under the EIP, which in accordance with the conditions under the metrics and the guidelines as described below shall be available for award to executive directors.

The Long Term Incentive Plan ("LTIP") and one-time award for the CEO described below, including the related metrics and targets, have been reviewed and approved by the Board of Directors upon the recommendation of the Remuneration Committee.

The LTIP consists of annual grants from the EIP with a vesting opportunity of three years. The LTIP includes a performance related component consisting of performance share units ("PSU"), each representing the right to receive one common share in the capital of the Company subject to the achievement of certain performance targets, and of restricted share units ("RSU"), each representing the



right to receive one common share in the capital of the Company subject to the continuing employment of the participant with the Group, in both cases subject to acceptable individual performance. The performance related component is subject to three independent metrics: (i) Relative Total Shareholder Return (TSR) - weighted 40%, (ii) Merger synergies less implementation costs – weighted 40%, and (iii) CO2 emissions reduction – weighted 20% .

The relative TSR Metric constitutes a market performance condition relative to eleven of the larger OEMs (“TSR Peer Group”) and a payout scale subject to certain thresholds depending on the stock price appreciation plus dividends and any other shareholder distribution over each cumulative performance period of the Company in comparison with the companies forming part of the TSR Peer Group. A 25% payout of the target amount shall take place if the Company ranks eighth amongst the TSR Peer Group, up to a maximum of 200% payout of the target amount if the Company ranks first amongst the TSR Peer Group. The TSR Peer Group consists of Volkswagen AG, Toyota Motor Corporation, Daimler AG, General Motors Company, Ford Motor Company, Honda Motor Co. Ltd., BMW Group, Nissan Motor Corporation, The Hyundai Motor Company, Renault SA, and Kia Motors Corporation.

The metric related to merger synergies less implementation costs on a cash basis, excluding costs related to the transaction provides for a 50% payout of the target amount shall take place if the Company reaches 80% of the synergy target, up to a maximum of 100% payout at target achievement.

The CO<sub>2</sub> emissions reduction metric has two components equally weighted: Europe Corporate Average Fuel Economy (CAFE) Compliance and a goal to increase the percentage of electrical vehicle nameplates in the market. For a payout to occur under The Europe Corporate Average Fuel Economy (CAFE) Compliance, the Company must remain compliant in each of 2021, 2022 and 2023 calendar years. If the Company misses in any one year, there will be no payout for this metric. The target for the electrification of vehicle nameplates is based on the availability of battery electric vehicles, plug-in hybrid electric vehicles, and hybrid electric vehicles in the United States and European markets. A payout of 50% will occur when 80% of the target is achieved, up to maximum of 100% payout at target achievement.

The Board of Directors approved a one-time grant from the LTIP to the CEO with a five year vesting period consisting of PSUs each representing the right to receive one common share in the capital of the Company subject to the achievement of a certain performance target. The performance is measured by absolute total shareholder return and is subject to a payout scale with a target payout of 100% if the Company's absolute TSR increases by 80% during the performance period up to a maximum of 200% if the Company's absolute TSR increases by 100% during the performance period. Fifty percent (50%) of any distribution of shares made at the end of the performance period is subject to an additional two-year holding period.

The Board of Directors submits to the General Meeting of Shareholders for its approval the proposed award up to 10.5 million common shares in the capital of the Company to executive directors and the related metrics and targets, as part of the LTIP in accordance with article 19.13 of the Articles of Association and Dutch law. The Board of Directors believes that the new LTIP, including its metrics and targets, is in line with market trends for long term incentive plans and is performed in a manner comparable to the execution of long term incentive plans by the companies forming part of the TSR Peer Group. The Board of Directors furthermore believes that the LTIP, one-time equity award reflecting share price appreciation performance with a five year vesting requirement for the CEO, along with the Stock Ownership and Retention Guidelines increases the alignment between the Company's performance and shareholder interests, by linking the executive director's compensation opportunity to increasing shareholder value.

The adoption of the EIP is subject to approval of the General Meeting of Shareholders, which includes granting authority to the Board of Directors to issue shares or grant rights to subscribe for shares under the EIP and its sub-plans, up to a maximum of 100 million common shares, and to exclude pre-emptive rights

of shareholders in that regard, both for a period of five years as per the date of the 2021 Annual General Meeting of Shareholders (April 15, 2021).

The proposed revised EIP, including the French sub-plan and LTIP, referred to above are available for inspection on the Company's website ([www.stellantis.com](http://www.stellantis.com)) or at the Company's offices.

#### **5. Delegation to the Board of Directors of the authority to acquire common shares in the Company's capital (voting)**

The Board of Directors believes that it is beneficial for the Company to have the flexibility to acquire common shares, *inter alia*, to service equity-based incentive plans of the Company and to enable the Board of Directors to carry out share buy-back programs if the Board of Directors considers such buy-back would increase earnings per share and be in the best interests of the Company and its stakeholders.

Therefore, it is proposed that the General Meeting of Shareholders, in accordance with article 9 of the Company's articles of the association and without prejudice to the provisions of section 2:98 of the Dutch Civil Code, delegates the authority to acquire common shares in the Company's capital to the Board of Directors, either through purchase on a stock exchange, a public tender offer, an offer for exchange or otherwise, up to a maximum number of shares equal to 10% of the Company's issued common shares as per the date of the 2021 Annual General Meeting of Shareholders (April 15, 2021) at a purchase price per share no lower than the nominal value of the shares and no higher than an amount equal to 110% of the market price of the shares on the New York Stock Exchange and/or the Mercato Telematico Azionario and/or Euronext Paris (as the case may be); such market price being calculated as the average of the highest price on each of the five days of trading prior to the date on which the acquisition is made, as shown in the Official Price List of the New York Stock Exchange and/or the Mercato Telematico Azionario and/or Euronext Paris (as the case may be); the authority pursuant to this item shall be for a period of 18 months from the date of the 2021 Annual General Meeting of Shareholders (April 15, 2021) and therefore up to and including October 14, 2022.

This authorization will allow the Board of Directors to be flexible and to respond quickly to circumstances that require a repurchase of the Company's common shares, and can be used for any and all purposes.

The adoption of this proposal by the General Meeting of Shareholders will replace the current authorization of the Board of Directors to repurchase common shares in the Company's capital, which was granted by the General Meeting of Shareholders for a period of eighteen months from June 26, 2020. The repurchase of common shares under this agenda item includes depositary receipts thereof.

#### **6. Cancellation of class B special voting shares held by the Company**

It is proposed to the General Meeting of Shareholders to cancel up to 449,410,092 class B special voting shares in the share capital of the Company held on April 15, 2021 resulting in a reduction of the Company's issued class B special voting shares. The cancellation may be executed in one or more tranches.

The number of class B special voting shares that will be cancelled (whether or not in several tranches) shall be determined by the Board of Directors, and shall not be greater than the number of class B special voting shares held by the Company on April 15, 2021. Pursuant to Dutch law, cancellation may not be effected earlier than two months after a resolution to cancel shares is adopted and publicly announced; this will apply to each tranche.

The purpose of this proposal is to cancel all class B special voting shares that were acquired for no consideration by the Company from Exor N.V., in connection with the merger between Fiat Chrysler Automobiles N.V. and Peugeot S.A. effectuated earlier this year.

## **7. Closing**

The chairperson of the meeting will close the meeting.

## Remuneration Policy

### 1. Introduction

We are pleased to present the proposed new Remuneration Policy for Stellantis N.V. (“Stellantis” and “Company”). The Remuneration Policy has been developed by the Remuneration Committee (“Remuneration Committee”) of the Board of Directors (“Board”). This policy fully aligns with the legal disclosure requirements passed in the Dutch Civil Code (“DCC”) implementing the European Shareholders’ Rights Directive. The revised Remuneration Policy will be submitted to the shareholders for approval at the Company’s 2021 Annual General Meeting.

The Remuneration Policy covers Directors which includes both executive directors (“Executive Directors”) and non-executive directors (“Non-Executive Directors”). With respect to Executive Directors, the Remuneration Policy is intended to provide a compensation structure that allows the Company to attract, motivate and retain highly qualified senior executives. With respect to Non-Executive Directors, the Remuneration Policy is intended to provide market-competitive fixed compensation that is not dependent on the results of the Company. When determining the Remuneration Policy, the Remuneration Committee has taken into account the scenario analyses made, as well as the pay differentials within the Company. In addition, compensation levels offered in the market as well as shareholder and general societal views with respect to remuneration of the Board have been taken into account. The Company follows a pay for performance compensation philosophy at all levels in the organization which continues to be the essence of our Remuneration Policy.

The Board is responsible for the implementation of this Remuneration Policy. The remuneration of the Executive and Non-Executive Directors will be determined by the Board, at the recommendation of the Remuneration Committee, within the scope of this Remuneration Policy, provided that the Executive Directors may not participate in the decision-making regarding the determination of the remuneration for the Executive Directors.

At least every four years, the Remuneration Committee will review the Remuneration Policy and make recommendations to the Board in respect of any proposed changes. This Remuneration Policy can be amended or restated by the Company’s general meeting in accordance with the Company’s articles of association and Dutch law.

A copy of the amended Remuneration Policy is available on the Company’s website, [www.stellantis.com](http://www.stellantis.com).

### 2. Purpose, Vision and Values

Stellantis is a leading global mobility player with a clear mission to provide freedom of movement for all customers through distinct, appealing, affordable and sustainable mobility solutions. We offer a full spectrum of choice from luxury, premium and mainstream passenger vehicles as well as dedicated mobility, financial and parts and service brands. With industrial operations in 30 countries and a commercial presence in more than 130 markets, Stellantis has the ability to consistently exceed the evolving needs and expectations of customers, while creating superior value for all stakeholders.

Our Remuneration Policy supports our purpose, vision and values by aligning pay programs in a consistent manner.

### 3. Remuneration Principles

The guiding principles of our Remuneration Policy guide our efforts to provide a compensation structure that allows Stellantis to attract and retain the most highly qualified executive talent and to motivate such executives to achieve business and financial goals that create value for shareholders and other stakeholders in a manner consistent with our core business and leadership values. Stellantis's compensation philosophy, aims to provide compensation to its Executive Directors as outlined below.

|                                      |   |
|--------------------------------------|---|
| Alignment with Stellantis' strategy  | Compensation is strongly linked to the achievement of the Group's publicly disclosed performance targets.   |
| Pay for performance                  | Compensation must reinforce our performance-driven culture and principles of meritocracy. As such, the majority of pay is linked directly to the Group's performance through both short and long-term variable pay instruments. |
| Competitiveness                      | Compensation will be competitive against the comparable market and set in a manner to attract, retain and motivate expert leaders and highly qualified executives.  |
| Long-term shareholder value creation | Targets triggering any variable compensation payment should align with the interest of shareholders and other stakeholders.   |
| Compliance                           | Our compensation policies and plans are designed to comply with applicable laws and corporate governance requirements.  |
| Risk prudence                        | The compensation structure should avoid incentives that encourage unnecessary or excessive risks that could threaten the Company's value.   |

#### What We Do

- We have a simple and transparent remuneration structure
- We pay for performance and conduct scenario analyses to test the link between pay and performance
- We consider pay ratios within the Company in establishing Executive Directors' pay
- We use appropriate incentive pay programs to balance both short and long term focus and drive the achievement of short and long term goals
- We align goals and values organization-wide through incentive pay and rigorous performance management

- We set predetermined stretch goals for incentive pay programs
- We have robust stock ownership and share retention guidelines
- We have claw-back policies incorporated into our incentive plans

#### What We Do Not Do

- We do not offer remuneration which encourages our Executive or Non-Executive Directors to take any unnecessary or excessive risks or to act in their own interests
- We do not reward performance below threshold
- We do not have excessive pay programs

#### **4. Benchmarking executive compensation**

The Company periodically benchmarks its executive compensation program and the compensation offered to Directors against peer companies and monitors compensation levels and trends in the market as well as, international standards regarding appropriate remuneration.

The Remuneration Committee strives to identify a peer group that best reflects all aspects of Stellantis's business and considers global footprint, revenue, and market capitalization and/or enterprise value. Our peer group represents a blend of both U.S. and European companies in recognition of the relevant talent market for our executives. In addition to including U.S. and European automobile manufacturers, our peer group includes U.S. and European companies with a global presence that have significant manufacturing and/or engineering operations. We do not limit our peer group to our industry alone because we believe compensation practices at other large global multinational companies affect our ability to attract and retain diverse talent.

We review each element of compensation compared to the market and generally target our total direct compensation (base salary, annual bonus and long-term incentives, or for Non-Executive Directors - retainers, meeting fees, committee service) for Directors, on average, to be at or near market median. In addition, we consider Stellantis's relative size and scope against those of our peers in assessing and setting our pay levels and program designs for our Directors. An individual compensation element or an individual's total direct compensation may be positioned above or below the market median because of his or her specific responsibilities, experience and performance.

The Remuneration Committee reviews each year the compensation peer group for compensation comparisons and makes any updates as needed to align with the established criteria and Company strategy. Any changes to the compensation peer group will be disclosed in the annual Remuneration Report.

#### **5. Internal Pay Ratios**

When determining the total compensation of the Executive Directors, the Remuneration Committee considers the internal pay ratio of the appropriate external benchmark and our position within the external benchmark. In addition, the Company considers increases provided to other employees. In line with the DCC and the Dutch Corporate Governance Code ("DCGC"), the CEO pay ratio and the trend is disclosed in the annual Remuneration Report.

## 6. Overview of Remuneration Element

The remuneration structure for Executive Directors provides a fixed component as well as short and long-term variable components. In addition, post-employment benefits and other customary fringe benefits are provided. The Company believes that such a remuneration structure promotes the interests of the Company in the short and the long-term and is designed to encourage the executive directors to act in the best interests of the Company and not in their own interests. In determining the level and structure of the compensation of the Executive Directors, the Non-Executive Directors will take into account, among other things, the financial and operational results as well as other business objectives of the Company. The Company establishes target compensation levels using a market-based approach and periodically benchmarks its executive compensation program against peer companies and monitors compensation levels and trends in the market.

Non-Executive Directors will receive fixed payments only and no variable compensation. Customary fringe benefits may apply.

Executive Directors' remuneration consists of the following primary elements:

| Element     | Purpose  | Description   |
|-------------|--|---|
| Base Salary | Provides a fixed level of earnings to attract and retain Executive Directors | <p>Base salary is based on scope of job responsibilities, experience of the Executive Director and the competitive market.</p> <p>Company's policy is to periodically benchmark comparable salaries paid to other Executive Directors in its compensation peer group.</p> <p>Base salary increases are not guaranteed for Executive Directors and their services agreements do not contemplate automatic base salary increases.</p> |

|                                     |  |   |
|-------------------------------------|--|---|
| Short Term Incentive – Annual Bonus | <p>To focus on and drive the business priorities company-wide for the current year</p> <p>Motivates executives to achieve performance objectives that are critical to our annual operating and strategic plans</p> | <p>At risk pay, subject to achievement of annually pre-established challenging financial and other business plan objectives.</p> <p>Threshold, target and upper limit performance and corresponding pay-out levels are set competitively versus peer pay practices for each financial and other business plan objectives.</p> <p>Scenario analyses performed to align short term variable pay to the actual annual operating performance.</p>   |
| Long Term Incentive                 | <p>Drive and rewards long term value creation linked to the Company's strategy</p> <p>Aligns Executive Board and shareholder and other stakeholders' interests</p>   | <p>Two components; performance share units and restricted share units both subject to acceptable individual performance.</p> <p>Performance share units: subject to achievement of predetermined performance and other business plan objectives covering a three-year period.</p> <p>Threshold, target and upper limit performance and corresponding pay-out levels are set competitively versus peer pay practices for each performance and market objective.</p> <p>Equity awards granted in will be subject to a holding period of five years.</p> |
| Post – Employment Benefits          | Provides executive future income security  | Customary retirement income and severance benefits consistent with competitive offerings of appropriate peer group  |
| Other Benefits                      | Provides benefits in line with usual and customary fringe benefits in order to attract and retain Executive Directors  | Benefits that Executive Directors typically receive include personal use of aircraft, company cars, personal home security, , medical insurance, accident insurance, tax preparation and financial counselling, and tax equalization when applicable  |



## ***Base Salary***

As described above, base salary takes into consideration the Executive Director's skills, experience, scope of responsibilities, and the competitive market. The Company's policy is to periodically benchmark comparable salaries paid to other Executive Directors in its compensation peer group. Base salary increases are not guaranteed for Executive Directors and their agreements do not contemplate automatic base salary increases. Salary increases will be made taking into account those awarded to the Company's wider employee population.

## ***Variable Components***

Our Executive Directors are eligible to receive variable compensation, contingent on the achievement of pre-established, financial performance and other business plan targets. The variable components of our Executive Directors' remuneration, both short and long-term, are linked to predetermined, measurable objectives which serve to motivate strong performance and shareholder returns and are approved by the Non-Executive Directors. The Non-Executive Directors believe that placing significantly more weight on the long-term component is appropriate to align the Executive Directors' efforts and the Company's strategy, long-term interests and sustainability. The Company aims to select stable performance objectives throughout the normal business cycle.

Scenario analyses are carried out annually to examine the relationship between the performance criteria chosen and the possible outcomes for the variable remuneration of the Executive Directors. Such analyses help ensure a strong link between remuneration and performance and serve as a check on whether chosen performance criteria strongly supports the Company's strategic objectives and are appropriate under both the short-term and long-term incentive components of total remuneration.

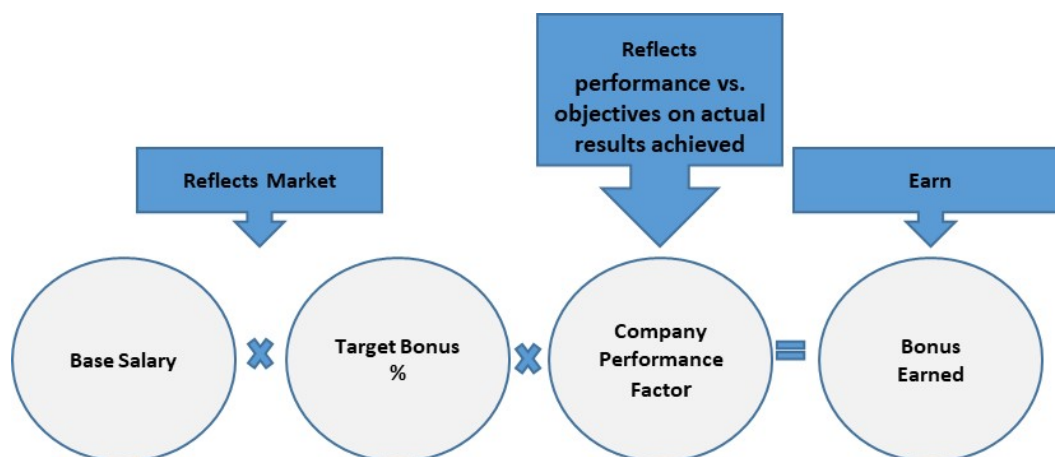
In case an Executive Director is hired from outside the Stellantis Group, there is flexibility to award additional cash if and where necessary to compensate forfeiture of incentive awards upon leaving existing employment.

## ***Short-Term Variable Incentives***

The primary objective of the short-term variable incentive is to motivate achievement of the business priorities for the current year. The CEO is eligible to participate in the annual incentive plan. The Chairman does not participate.

The CEO's short-term variable incentive is based on achievement of annual financial and other business plan objectives proposed by the Remuneration Committee and approved by the Non-Executive Directors at the beginning of each year. The short-term variable incentive program applies rigorous performance measures to ensure a link between annual payout and Company performance.

## Our Methodology for Determining Annual CEO Bonus Award



When determining the CEO's annual short-term incentive compensation, the Remuneration Committee and the Non-Executive Directors:

- select challenging objectives from those included in the annual operating plan approved by the Board
- determine the weighting of each objective
- review the performance actually delivered to determine the appropriate overall measurement of achievement of the objectives
- approve the final bonus calculation

The targeted incentive for the annual bonus program is determined upon a periodic review of appropriate benchmarks. The CEO's targeted incentive is 200% of base salary with a range of 0% of base salary if threshold objectives are not met to a maximum of 400% of base salary for overachievement of objectives.

If upon a competitive review of each compensation element, the targeted and maximum short-term incentives warrant an adjustment to remain competitive, the Remuneration Policy reserves the right for the Board to make such adjustments, which will be reported in the Remuneration Report.

### *Long-Term Variable Incentives*

Long-term incentive compensation is a critical component of the Company's Executive Directors' compensation structure. This compensation component is designed to:

- align the interests of our Executive Directors and other key contributors with the interests of our shareholders and other stakeholders;
- motivate the attainment of Company financial and other performance goals and reward sustained long-term value creation; and

- serve as an important attraction and long-term retention tool that management and the Remuneration Committee uses to strengthen loyalty to the Company.

All employee equity awards, including those of the Executive Directors, are governed by the Stellantis N.V. Equity Incentive Plan (“EIP”). The EIP is an umbrella plan, specifying the general terms and conditions applicable to all long-term incentive equity awards. The EIP is an integral part of the Remuneration Policy and is also available on the Company’s website [www.stellantis.com](http://www.stellantis.com).

When determining the Executive Directors long-term incentives, the Remuneration Committee and the Non-Executive Directors, within the scope of the EIP and shareholder authorization:

- select challenging objectives from those included in the EIP
- determine the weighting of each objective
- review the performance actually delivered to determine the appropriate overall measurement of achievement of the objectives
- approve the final equity award determination

The targeted incentive for the annual bonus program is determined upon a periodic review of appropriate benchmarks. All equity awards are subject to acceptable individual performance. The targeted long-term incentive award for the Chairman is 300% of base salary to a maximum of 390% of base salary and for the CEO it is 600% of base salary to a maximum of 780% of base salary.

For the Chairman and CEO’s equity awards:

- 75% of award is performance share units which are linked to approved Company performance goals in line with the Strategic Business Plan.
- 25% of award is restricted share units which are linked to continued employment

Vesting of all equity awards for Executive Directors is dependent on a three-year performance period. Equity granted will be subject to a holding period of five years.

If upon a competitive review of each compensation element, the targeted and maximum long-term incentives warrant an adjustment to remain competitive, the Remuneration Policy reserves the right for the Board to make such adjustments, which will be reported in the annual Remuneration Report.

*Recoupment of Incentive Compensation (Claw back Policy)*

The Board is dedicated to maintaining and enhancing a culture focused on integrity and accountability. Employment and services agreements with members of management, including its executive officers, and also the Equity Incentive Plan, allow the Company to recover, or “claw back”, incentive compensation, including the ability to retroactively adjust if any cash or equity incentive award is predicated upon achieving financial results and the financial results were subject to an accounting restatement. In addition, the Executive Directors and each of the Company’s executive officers will

repay net amounts received for their annual bonuses, restricted share units and performance share units if, after payment, (i) Stellantis restates its financial statements for any vesting or performance period covered by the compensation (a “covered period”), (ii) the Board determines that circumstances existed during a covered period that, if known, would have constituted “cause”, as defined in the executive’s employment agreement, or (iii) the executive engaged in certain conduct during the covered period that has been materially injurious to the Company.

#### *Post-Employment Benefits*

The Executive Directors may participate in the same Company sponsored retirement and savings programs and health care benefits available to other executives and all salaried employees of the country where they are employed. Supplemental retirement provisions may apply in line with executive level benefits compared to peer companies in the country where employed.

#### *Severance Benefits*

In the event of an involuntary termination of employment other than for cause, Executive Directors may receive up to a maximum of twelve months’ base salary, in accordance with the DCGC. Payment of a severance benefit is contingent upon the Executive Director complying with restrictive covenants such as non-competition and non-solicitation. Separation benefits may also include prorated vesting of equity awards in the event of death, disability or involuntary termination by the Company unless for cause. In addition, if within twenty-four months following a change of control the, Executive Director’s services are involuntarily terminated by the Company (other than for cause), or are terminated by the Executive Director for good reason, the Executive Director is entitled to receive the applicable severance and accelerated vesting of outstanding equity awards under the EIP.

#### *Fringe Benefits*

We offer customary perquisites and fringe benefits to our Executive Directors, which may include personal use of aircraft, company car and driver, personal/home security, medical insurance, accident and disability insurance, tax preparation, and financial counseling. If as a result of the Executive Directors’ global roles in the Company, employment income arises in multiple countries, the Executive Directors may participate in the Company’s tax equalization policy for globally mobile employees, which provides for tax equalization to the country where the Executive Director is employed.

## **7. Stock related provisions**

#### *Ownership and Retention*

Our Board recognizes the critical role that executive stock ownership and retention has in aligning the interests of management with those of shareholders. Executive Directors are required to own an aggregate value of shares not less than a minimum multiple of their base salary. Executive Directors are required to meet their required level of ownership prior to December 31, 2025 Executive Directors are required to retain one hundred percent (100%) of net, after-tax shares of Common stock issued

upon vesting and settlement of any equity awards granted until the fifth (5<sup>th</sup>) anniversary of the grant date of such award.

#### *Insider Trading Policy*

The Company maintains an insider trading policy applicable to all Directors, employees, members of the households and immediate family members (including spouse and children) of persons listed and other unrelated persons, if they are supported by the persons listed. The insider trading policy provides that the aforementioned individuals may not buy, sell or engage in other transactions in the Company's stock while in possession of material non-public information; buy or sell securities of other companies while in possession of material non-public information about those companies they become aware of as a result of business dealings between the Company and those companies; disclose material non-public information to any unauthorized persons outside of the Company; or engage in hedging transactions through the use of certain derivatives, such as put and call options involving the Company's securities. The insider trading policy also restricts trading by specified individuals to defined window periods which follow the Company's quarterly earnings releases.

#### *Prohibition on Short Sales (Anti-hedging)*

To ensure alignment with shareholders' interest and to further strengthen our compensation risk management policies and practice, the Company's insider trading policy prohibits all individuals to whom the policy applies from engaging in a short sale of the Company's or its subsidiaries' securities and derivatives (such as options, puts, calls, or warrants).

### **8. Terms of engagement management**

The Company's current Remuneration Policy is that Executive Directors are engaged for an indefinite period of time and are employed at will, meaning either party can terminate the relationship at any time.

### **9. Remuneration Policy for Non-Executive Directors**

Remuneration of Non-Executive Directors is fixed and not dependent on the Company's financial results. Non-Executive Directors are not eligible for variable compensation and do not participate in any incentive plans.

The annual remuneration for the Non-Executive Directors to be paid in cash is:

- €200,000 for each Non-Executive Director
- An additional €10,000 for each member of the Audit Committee and €25,000 for the Audit Committee Chairman
- An additional €5,000 for each member of the Remuneration Committee and the Governance and Sustainability Committee and €10,000 for the Remuneration Committee Chairman and the Governance and Sustainability Committee Chairman

- An additional €50,000 for the Senior Independent Director
- Subject to taxes related to imputed income, if any, each Non-Executive Director is entitled to an automobile perquisite of one (1) assigned vehicle, rotated annually, and discounts on the purchase or lease of Company vehicles.
- Stock ownership requirement equivalent to one year of base compensation (€200,000)

## **10. Derogation**

The Board may, upon recommendation of the Remuneration Committee, deviate from the policy if exceptional circumstances provide valid reasons to do so and may only be temporary until a new policy is adopted. Exceptional circumstances are circumstances in which deviation is, in the opinion of the Board, necessary to serve the long-term prospects and sustainability of the Company and/or the Group. This may concern all aspects of the policy including exceptional short-term and long-term incentive awards. Deviations shall be aligned with the main objectives of the policy applying a consistent approach.

Finally, above-market levels of remuneration may be awarded to retain or secure an individual who is considered to have the skill or experience that is critical to delivering the Company strategy.

\* \* \* \* \*



**STELLANTIS N.V.  
EQUITY INCENTIVE PLAN**

## STELLANTIS N.V. EQUITY INCENTIVE PLAN

**1. Introduction and Purpose.** This Stellantis N.V. Equity Incentive Plan was adopted by the Board of Directors of Stellantis N.V. (the “Company”) and approved by the Company’s shareholders at an Annual General Meeting of shareholders held on [\*], 2021. Terms capitalized but not defined shall have the definitions set forth in Section 2.

The purpose of the Plan is to set forth principles and rules, which govern the grant of Stock-based awards to eligible top performers and key leaders of the Company (and its Subsidiaries and Joint Ventures, as applicable), in order to foster a strong performance culture, to reward the best performers, and to align management and shareholders’ interests in achieving the Company’s financial and other objectives. The Company believes that the Plan will also assist in attracting and retaining individuals of outstanding training, experience and ability, and will also ultimately promote the long-term success of the Company.

**2. Definitions.** Unless the context clearly indicates otherwise, the following terms shall have the following meanings:

(a) “Award” means the grant of a right or potential right, as applicable, to a Participant to receive incentive compensation under the Plan. An Award shall be earned and vested only to the extent its terms and conditions are satisfied.

(b) “Award Agreement” means the written or electronic agreement between the Company and the Participant that sets forth the applicable terms, conditions, and limitations with respect to a particular Award, together with any amendments thereto. Each Award Agreement shall be in such form and shall contain such terms and conditions as determined by the Committee in its sole discretion.

(c) “Board” means the board of directors of the Company.

(d) “Change of Control” means an event described in Section 12 hereof.

(e) “Cause” means, unless otherwise defined in the applicable Award Agreement or an employment agreement between the Participant and the Company (or any Subsidiary or Joint Venture, as applicable): (i) a Participant engaging (or about to engage) in willful misconduct that is injurious to the Company or its Subsidiaries or Joint Ventures, (ii) a Participant embezzling or misappropriating funds or property of the Company or its Subsidiaries or Joint Ventures, or a Participant’s conviction of a felony or the Participant’s entry of a plea of guilty or *nolo contendere* to a felony, (iii) a Participant’s willful failure or refusal to substantially perform his or her duties or responsibilities that continues after being brought to the attention of the Participant, or (iv) a Participant’s violation of any restrictive covenants entered into between the Participant and the Company (or any Subsidiary or Joint Venture, as applicable) or the Company’s (or any Subsidiary’s or Joint Venture’s) code of conduct or written policies or any crime involving a material element of fraud or dishonesty. Any determination of Cause shall be made by the Committee in its sole discretion. Any such determination shall be conclusive, and final and binding on a Participant.

(f) “Code” means the United States Internal Revenue Code of 1986, as amended from time to time. Any reference in the Plan to a specific Section of the Code shall include such Section, any valid regulation and other applicable authorities promulgated thereunder, and any comparable provision of any future legislation amending, supplementing, or superseding such Section of the Code.

(g) “Committee” means the Remuneration Committee of the Board.

(h) “Company” means Stellantis N.V., a public limited company, incorporated in and under the laws of The Netherlands, or any successor thereto.



(i) “Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended from time to time. Any reference in the Plan to a specific Section of the Exchange Act shall include such Section, any valid regulation and other applicable authorities promulgated thereunder, and any comparable provision of any future legislation amending, supplementing, or superseding such Section of the Exchange Act.

(j) “Executive Director” means a member of the Board designated as having responsibility for day-to-day management of the Company.

(k) “Fair Market Value” means, unless otherwise specified by the Committee, the closing selling price, of a share of Stock reported on the New York Stock Exchange, or such other established securities market upon which the Stock may be trading on the applicable date. The Committee may also specify in an Award Agreement that Fair Market Value may be based on another price, including a price that is based on the opening selling price, actual high, low, or average of the actual high and low selling price, or average selling prices (weighted or unweighted based on the volume of trading) of Stock reported on the New York Stock Exchange, or such other established securities market upon which the Stock may be trading on the applicable date, in each case as of the trading day immediately preceding the applicable date, the trading day next succeeding the applicable date, or during a specified period before or after the applicable date, all as determined by the Committee in its sole discretion, or such other price as required by applicable law or regulation.

(l) “Good Reason” shall have the meaning specified in the applicable Award Agreement or employment agreement between the Participant and the Company (or any Subsidiary or Joint Venture, as applicable)”

(m) “Incentive Stock Option” means a Stock Option intended to meet the requirements of Code Section 422.

(n) “Joint Venture” means a joint venture, corporation or partnership, or comparable entity, in which the Company or a Subsidiary has a material equity interest.

(o) “Nonqualified Stock Option” means a Stock Option that is not an Incentive Stock Option.

(p) “Participant” means (i) an employee of the Company, its Subsidiaries or Joint Ventures or (ii) an individual providing services to the Company or its Subsidiaries, including an Executive Director (but excluding, for the avoidance of doubt, any member of the Board who is not an Executive Director) who, in each case (A) has been selected by the Committee to receive an Award under the Plan and (B) to the extent required by the Committee, has executed an Award Agreement.

(q) “Performance Criteria” means one or more pre-established objective performance goals established by the Committee in its sole discretion, which may be based on one or more of business criteria, including, but not limited to: trading profit (or operating profit after restructuring); trading cash flow; revenue; revenue growth; earnings before interest and taxes; earnings before interest, taxes, depreciation and amortization; earnings per share; operating income; pre- or after-tax income; net operating profit after taxes; economic value added (or an equivalent metric); ratio of operating earnings to capital spending; cash flow (before or after dividends); cash-flow per share (before or after dividends); net earnings; net sales; sales growth; share price performance; return on assets or net assets; return on shareholder equity; return on capital (including return on total capital or return on invested capital); cash flow return on investment; total shareholder return; cumulative return on net assets employed; improvement in or attainment of expense levels; market share; environmental health and safety, and improvement in or attainment of working capital levels and/or any other individual or business criteria. Performance Criteria may (i) be based on one or more business criteria that apply to the Participant, the Company as a whole, or any Subsidiary, Joint Venture, business unit, division, segment of the Company, or any combination thereof, (ii) include or exclude (or be adjusted to include or exclude) extraordinary items, the impact of charges for restructurings, discontinued operations and other unusual and non-recurring items, and the cumulative effects of tax or accounting changes, each determined based on International Financial Reporting Standards, as in effect from time to time, generally accepted accounting principles in the United States of America, as in effect from time to time

("GAAP"), or on a non-GAAP basis and/or (iii) reflect absolute entity performance or a relative comparison of entity performance to the performance of a peer group, index, or other external measure, in each case as determined by the Committee in its sole discretion.

(r) "Performance Period" means the period during which the Performance Criteria must be attained, as designated by the Committee in its sole discretion.

(s) "Performance Share" means an Award providing the Participant with a designated number of shares of Stock subject to the attainment of Performance Criteria within the Performance Period and the satisfaction of such other terms and conditions, as specified by the Committee in the Award Agreement in accordance with Section 10 hereof.

(t) "Performance Share Unit" means an Award, designated as a unit, providing a Participant with the right to receive a designated number of shares of Stock or cash in an amount determined as a function of a designated number of shares of Stock at a date on or after, and subject to, the attainment of Performance Criteria within the Performance Period and the satisfaction of such other terms and conditions, as specified by the Committee in the Award Agreement in accordance with Section 10 hereof.

(u) "Person" means any individual, entity or group within the meaning of Section 3(a)(9) of the Exchange Act and as used in Section 13(d)(3) or 14(d)(2) of the Exchange Act.

(v) "Plan" means this Stellantis N.V. Equity Incentive Plan, as it may be amended from time to time, including any and all component plans and programs established hereunder pursuant to which Awards are granted.

(w) "Restricted Stock" means an Award providing a Participant with a designated number of shares of Stock subject to the satisfaction of vesting conditions and such other terms and conditions, as specified by the Committee in the Award Agreement in accordance with Section 9 hereof.

(x) "Restricted Stock Unit" means an Award, designated as a unit, providing a Participant with the right to receive a designated number of shares of Stock or cash in an amount determined as a function of a designated number of shares of Stock at a date on or after, and subject to, the satisfaction of vesting conditions and such other terms and conditions, as specified by the Committee in the Award Agreement in accordance with Section 9 hereof.

(y) "SAR" means an Award of a stock appreciation right granted to a Participant pursuant to Section 8 hereof.

(z) "Stock" means a common share of the Company, nominal value EUR 0.01.

(aa) "Stock Option" means an Award providing a Participant with the right to acquire a designated number of shares of Stock at a certain price that is granted pursuant to Section 7 hereof. The term Stock Option includes both Incentive Stock Options and Nonqualified Stock Options.

(bb) "Subsidiary" or "Subsidiaries" means any corporation or entity of which the Company owns directly or indirectly, at least 50% of the total voting power or in which it has at least a 50% economic interest.

**3. Administration.** The Plan will be administered by the Committee consisting of two or more directors of the Company as the Board may designate from time to time, each of whom shall satisfy any requirements under applicable law.

The Committee shall have the discretionary authority to select those individuals who are eligible to participate in the Plan, to determine the number, type, and amount of Awards to be granted to Participants, to construe and interpret the Plan and any Awards granted thereunder, to establish and amend rules for Plan administration, to

authorize any person to execute, on behalf of the Company, any instrument required to carry out the purposes of the Plan, to change the terms and conditions of Awards at or after grant (subject to the provisions of Section 18 hereof), to correct any defect or supply any omission or reconcile any inconsistency in the Plan or in any Award granted under the Plan, and to make all other determinations which it deems necessary or advisable for the administration of the Plan. Without limiting the foregoing and subject to Section 22 hereof and applicable law, the Committee will have the discretionary authority to amend any outstanding Award Agreement in any respect, including, without limitation, to (1) accelerate the time or times at which the Award becomes vested, unrestricted or may be exercised or at which Stock under the Award is delivered (and, in connection with such acceleration, may provide that any Stock acquired or delivered pursuant to such Award will be Restricted Stock, which is subject to vesting, transfer, forfeiture or repayment provisions similar to those in the Participant's underlying Award), (2) waive or amend any goals, restrictions, vesting provisions or conditions set forth in such Award Agreement, or impose new goals, restrictions, vesting provisions and conditions, (3) determine at any time whether, to what extent and under what circumstances and method or methods Awards may be exercised, cancelled, forfeited or suspended, settled in cash, Stock, other securities, other Awards or other property (in which event, the Committee may specify what other effects such settlement will have on the Participant's Award, including the effect on any repayment provisions under the Plan or Award Agreement) and (4) determine whether, to what extent and under what circumstances Awards may be settled by the Company, any of its Subsidiaries or affiliates or any of their designees.

The Committee or the Board may authorize one or more officers of the Company to select individuals to participate in the Plan and to determine the number, type, and amount of Awards to be granted to such Participants. Any reference in the Plan to the Committee shall include such authorized officer or officers. To the extent permitted by applicable law, the Committee may delegate to one or more members of the Committee or officers of the Company authority to administer the Plan, such as the authority to grant Awards or take any other actions permitted under the Plan, within any limits established by the Committee. Subject to the immediately preceding sentence, the Committee may directly or through its delegate issue rules and regulations for administration of the Plan.

The determinations of the Committee shall be made in accordance with their judgment as to the best interests of the Company and its shareholders and in accordance with the purposes of the Plan. Any determination of the Committee under the Plan may be made without notice or meeting of the Committee, if in a writing (electronically or otherwise) signed by all the Committee members, and shall be conclusive, and final and binding on all interested Persons to the maximum extent permitted under applicable law. The Committee's determinations under the Plan and Award Agreements (including, without limitation, whether a Participant has experienced a termination of employment) need not be uniform and may be made selectively among persons who receive, or are eligible to receive, Awards under the Plan (whether or not such persons are similarly situated).

**4. Participants.** Designation of a Participant in any year shall not require the Committee to designate that individual to receive an Award in any other year or to receive the same type or amount of Award as granted to the Participant in any other year or as granted to any other Participant in any year. The Committee shall consider all factors that it deems relevant in selecting Participants and in determining the type and amount of their respective Awards.

**5. Shares Available under the Plan.** The maximum aggregate number of shares of Stock available for grant of Awards under the Plan and the maximum aggregate number of shares of Stock available for grant of Awards made to Executive Directors will be as determined by the Board at or prior to the first grant of Awards under the Plan (subject to modification pursuant to a resolution of the general meeting of shareholders of the Company). The following shares of Stock related to Awards under the Plan may again be available for issuance under the Plan: (a) any shares of Stock covered by an Award which are settled in cash and (b) any shares of Stock related to Stock Option or other Awards that expire, lapse, are forfeited or cancelled or terminate for any other reason without issuance of shares of Stock. Further, any shares of Stock subject to a SAR shall be counted as used only to the extent shares of Stock are actually issued to the Participant upon exercise of the SAR. Any shares of Stock retained by the Company to comply with applicable income tax or social tax withholding requirements or withheld to facilitate payment of the exercise price of a Stock Option, shall be deemed delivered for purposes of the Plan and will not be deemed to be Stock available for Awards under the Plan.

All Stock issued under the Plan may be either authorized and unissued Stock or previously issued Stock that has been reacquired by the Company (including treasury shares). To the extent required by applicable law, stock exchange or other regulatory requirements, Stock Options and unissued Stock may only be issued if authorized pursuant to the articles of association of the Company, a resolution of the general meeting of shareholders of the Company (or, if authorized to do so by the articles of association of the Company or a general meeting of shareholders, by the Board) authorizing such issuance and excluding preference rights for existing shareholders if applicable. The authorization shall not be applicable to the issuing of Stock to Participants who exercise a Stock Option.

The Stock reserved for issuance and the other limitations set forth above shall be subject to adjustment in accordance with Section 13(a) hereof.

**6. Types of Awards, Payments, and Limitations.** Awards shall consist of Stock Options, SARs, Restricted Stock, Restricted Stock Units, Performance Shares, Performance Share Units, and other Stock-based Awards, all as described below. Payment of Awards may be in the form of cash, Stock, other securities, other Awards, other property or combinations thereof as the Committee shall determine, and with the expectation that any Award of Stock shall be styled to preserve such restrictions as it may impose. The Committee need not require the execution of any such agreement by a Participant. Acceptance of the Award by the applicable Participant shall constitute agreement by the Participant to the terms and conditions of the Award.

The Committee may (but need not) provide that any Awards earn dividends or dividend equivalents and interest on such dividends or dividend equivalents. Such dividends or dividend equivalents shall be set forth in the Award Agreement and may be paid currently or may be accumulated and subject to the same vesting restrictions applicable to the underlying Award. Any crediting of dividends or dividend equivalents may be subject to such terms and conditions as the Committee may establish, including reinvestment in additional Stock or Stock equivalents.

Awards shall be evidenced by an Award Agreement that sets forth the terms, conditions and limitations of such Award. Such terms may include, but are not limited to, the term of the Award, the provisions applicable in the event the Participant's employment terminates, and the Company's authority (subject to the provisions of Section 18 hereof) to unilaterally or bilaterally amend, modify, suspend, cancel or rescind any Award, including, without limitation, the ability to amend such Awards to comply with changes in applicable law. An Award may also be subject to other provisions (whether or not applicable to similar Awards granted to other Participants, whether or not similarly-situated) as the Committee determines appropriate, including provisions intended to comply with applicable tax, securities laws, stock exchange and other regulatory requirements, understandings or conditions as to the Participant's employment, requirements or inducements for continued ownership of Stock after exercise or vesting of Awards, or forfeiture of Awards in the event of termination of employment shortly after exercise or vesting, or breach of noncompetition or confidentiality agreements following termination of employment.

Any Awards granted under the Plan (including any amounts or benefits arising from such Awards) shall be subject to any clawback or recoupment policies the Company has enacted and amended from time to time. No such policy adoption or amendment shall in any event require the prior consent of any Participant.

The Committee may make retroactive adjustments to and the Participant shall reimburse to the Company any cash or equity based incentive compensation paid to the Participant where such compensation was predicated upon achieving certain financial results that were substantially the subject of an accounting restatement, and as a result of such accounting restatement it is determined that the Participant otherwise would not have been paid such compensation, regardless of whether or not the accounting restatement resulted from the Participant's fraud or misconduct. In each such instance, the Company will, to the extent practicable, seek to recover (a) the amount by which the Participant's cash or equity based incentive compensation for the relevant period exceeded the lower payment, if any, that would have been made based on the restated financial results, or (b) if in the Committee's view the Participant engaged in fraud or misconduct that caused or partially caused the need for the accounting restatement, the total amount of the Participant's cash or equity based incentive compensation for the relevant period, plus a reasonable rate of interest. In addition to (and not in derogation of) the foregoing: (y) to the extent

required under Section 304 of the Sarbanes-Oxley Act of 2002 (United States), as amended, if the Company is required to prepare an accounting restatement due to its material noncompliance, as a result of misconduct, with any financial reporting requirement under applicable securities laws, the Company's chief executive officer and chief financial officer shall reimburse the Company for (i) any bonus or other incentive-based or equity-based compensation received by that individual from the Company during the 12-month period following the first public issuance or filing with the U.S. Securities and Exchange Commission (whichever first occurs) of the financial document embodying such financial reporting requirement, and (ii) any profits realized from the sale of securities of the Company during that 12-month period, and (z) to the extent required under Section 10D of the Exchange Act, in the event that the Company is required to prepare an accounting restatement due to its material noncompliance with any financial reporting requirement under applicable securities laws, the Company will recover from any current or former executive officer of the Company who received incentive based compensation (including Stock Options awarded as compensation) during the 3-year period preceding the date on which the Company is required to prepare an accounting restatement, the excess of the amount of such incentive based compensation received based on the erroneous data over what would have been paid to the executive officer under the accounting restatement.

The Committee, in its sole discretion, either at the time of grant or by subsequent amendment, and subject to the provisions of Sections 18 and 22 hereof, may, except in the case of Stock Options and SARs, require or permit a Participant to elect to defer amounts or Stock that otherwise would be paid or delivered to the Participant as a result of the settlement of an Award under such rules and procedures as the Committee may establish under the Plan, and to have any such deferred amounts or Stock credited to one or more accounts established for the Participant by the Committee on the Company's books of account.

**7. Stock Options.** Stock Options may be awarded to Participants under such terms and conditions as may be established by the Committee, except that reload options may not be granted under the Plan. The Committee shall determine the number of shares of Stock subject to each Stock Option and whether the Stock Option is an Incentive Stock Option. All of the available Stock under the Plan may, but need not, be issued pursuant to the exercise of Incentive Stock Options; provided, however, notwithstanding a Stock Option's designation, to the extent that Incentive Stock Options are exercisable for the first time by the Participant during any calendar year with respect to Stock whose aggregate Fair Market Value exceeds US\$100,000, such Stock Options shall be treated as Nonqualified Stock Options. The exercise price for each Stock Option shall be determined by the Committee but shall not be less than the higher of (i) EUR 0.01 or (ii) 100% of the Fair Market Value of the Stock on the date the Stock Option is granted (or, if the grant date is not a trading day, the trading day immediately prior to the grant date) unless the Stock Option is a substitute or assumed Stock Option granted pursuant to Section 14 hereof. Each Stock Option shall expire at such time as the Committee shall determine at the time of grant. Stock Options shall be exercisable at such time and subject to such terms and conditions as the Committee shall determine; provided, however, that no Stock Option shall be exercisable later than the tenth anniversary of its grant. Unless otherwise set forth in the applicable Award Agreement, the exercise price, upon exercise of any Stock Option, shall be payable by or on behalf of the applicable Participant to the Company in full by: (a) cash payment or its equivalent; (b) tendering previously acquired Stock purchased on the open market having a Fair Market Value at the time of exercise equal to the exercise price or certification of ownership of such previously-acquired Stock; (c) to the extent permitted by applicable law, delivery of a properly executed exercise notice, together with irrevocable instructions to a broker to promptly deliver to the Company the amount of sale proceeds from the Stock Option shares or loan proceeds to pay the exercise price and any withholding taxes due to the Company; and (d) such other methods of payment as the Committee, in its sole discretion, deems appropriate. Upon exercise of any Stock Option, the Stock will be issued in the manner as the Company may deem appropriate.

**8. Stock Appreciation Rights.** SARs may be awarded to Participants under such terms and conditions as may be established by the Committee. Notwithstanding any other provision of the Plan, the Committee may, in its sole discretion, substitute SARs which can be settled only in Stock for outstanding Stock Options. The grant price of a substitute SAR shall be equal to the exercise price of the related Stock Option and the substitute SAR shall have substantive terms (*e.g.*, duration) that are equivalent to the related Stock Option. The grant price of any other SAR shall be equal to the Fair Market Value of the Stock on the date of its grant (or, if the grant date is not a trading day, the trading day immediately prior to the grant date) unless the SARs are substitute or assumed SARs granted pursuant to Section 14 hereof. A SAR may be exercised upon such terms and conditions and for the term the

Committee in its sole discretion determines, as specified by the Committee in the Award Agreement; provided, however, that the term shall not exceed the Stock Option term in the case of a substitute SAR or ten years in the case of any other SAR, and the terms and conditions applicable to a substitute SAR shall be substantially the same as those applicable to the Stock Option which it replaces. Upon exercise of a SAR, the Participant shall be entitled to receive payment from the Company in an amount determined by multiplying (a) the excess (if any) of the Fair Market Value of a share of Stock on the date of exercise over the grant price of the SAR by (b) the number of shares of Stock with respect to which the SAR is exercised. The payment may be made in cash or Stock, or any combination thereof, at the discretion of the Committee, except in the case of a substitute SAR payment which may be made only in Stock.

**9. Restricted Stock and Restricted Stock Units.** Restricted Stock and Restricted Stock Units may be awarded to Participants under such terms and conditions as shall be established by the Committee. Restricted Stock and Restricted Stock Units shall be subject to vesting conditions and such other terms and conditions as the Committee determines, including, without limitation, any of the following:

(a) a prohibition against sale, assignment, transfer, pledge, hypothecation or other encumbrance for a specified period; and

(b) a requirement that the holder forfeit the Restricted Stock or Restricted Stock Units in the event of termination of employment during the period of restriction.

All restrictions shall expire and the Award shall vest at such times as the Committee shall specify.

**10. Performance Shares and Performance Share Units.** Performance Shares and Performance Share Units may be awarded to Participants under such terms and conditions as shall be established by the Committee. Performance Shares and Performance Share Units shall be subject to the attainment of Performance Criteria during the applicable Performance Period and the satisfaction of such vesting conditions and other terms and conditions established by the Committee.

Notwithstanding the satisfaction of any Performance Criteria, the Performance Criteria for the applicable Performance Period and the number of shares of Stock issued or the amount of cash paid in respect of a Performance Shares Award or Performance Share Units Award may be adjusted by the Committee on the basis of such further consideration as the Committee in its sole discretion shall determine.

**11. Other Stock-Based Awards.** In addition to the incentives described in Sections 6 through 10 hereof, the Committee may grant other Stock-based incentives payable in cash, Stock, or any combination thereof, under the Plan as it determines to be in the best interests of the Company and subject to such other terms and conditions as it deems appropriate, as specified by the Committee in the applicable Award Agreement.

**12. Change of Control.**

(a) Unless otherwise provided in the Award Agreement, or otherwise determined by the Committee, with respect to (i) Awards that are not assumed, converted or replaced in connection with a transaction that constitutes a Change of Control such Awards shall vest immediately prior to the Change of Control and all Performance Criteria, to the extent applicable, shall be deemed achieved at target levels and all other terms and conditions met on Performance Shares and Performance Share Units, and (ii) Awards that are assumed, converted or replaced in connection with a transaction that constitutes a Change of Control, notwithstanding any other provision of the Plan to the contrary, in the event that the employment of the Participant is involuntarily terminated by the Company, or the applicable Subsidiary or Joint Venture, (or the applicable successor to such entity) other than for Cause within a twenty-four (24) month period following the effective date of a Change of Control (a "Termination Event"), such Awards shall be treated as follows upon the Termination Event:

(i) any Stock Options and SARs outstanding which are not then exercisable and vested shall become fully exercisable and vested;

(ii) subject to Section 12(a)(vi), all restrictions shall lapse and all other terms and conditions shall be deemed met on Restricted Stock and Performance Shares and such Awards shall become fully vested and transferable;

(iii) subject to Section 12(a)(vi), all Restricted Stock Units and Performance Share Units shall be considered to be earned and vested and payable in full, and such Awards shall be settled in cash or shares, or in any combination thereof, as determined by the Committee in its discretion, as promptly as practicable (but in no event later than 60 days following the Termination Event);

(iv) all other Awards shall be paid out in cash or shares, or in any combination thereof, as determined by the Committee in its discretion, as promptly as practicable (but in no event later than 60 days following the Termination Event);

(v) subject to the terms of the Plan, the Committee may also make additional adjustments and/or settlements of outstanding Awards as it deems appropriate and consistent with the Plan's purposes and applicable law; and

(vi) all Performance Criteria shall be deemed achieved at target levels and all other terms and conditions met on Performance Shares and Performance Share Units.

(b) If and to the extent provided in an Award Agreement or an employment agreement between the Participant and the Company (or any Subsidiary or Joint Venture, as applicable) or otherwise determined by the Committee, unless Awards are not assumed, converted or replaced in connection with a transaction that constitutes a Change of Control (in which case such Awards shall vest immediately prior to the Change of Control and all Performance Criteria, to the extent applicable, shall be deemed achieved at target levels and all other terms and conditions met on Performance Shares and Performance Share Units), the voluntary termination of employment with the Company, or the applicable Subsidiary or Joint Venture, (or the applicable successor to such entity) by the Participant for Good Reason within a twenty-four (24) month period following the effective date of a Change of Control may be deemed a Termination Event as a result of which the consequences set forth in clauses (i) through (vi) of Section 12(a) would apply.

(c) In the event of a Change of Control, the Committee may in its discretion and upon at least ten (10) days' advance notice to the affected Participants, cancel any outstanding Awards and pay to the holders thereof, in cash or shares, or any combination thereof, the value of such Awards based upon the price per share received or to be received by other shareholders of the Company in the event. In the case of any Option or SAR with an exercise price that equals or exceeds the price paid for a share of Stock in connection with the Change of Control, the Committee may cancel the Option or SAR without the payment of consideration therefor.

(d) Notwithstanding the foregoing, if any Award is subject to Code Section 409A, this Section 12 shall be applicable only to the extent specifically provided in the Award Agreement and in accordance with Code Section 409A.

(e) To the extent the effect of a Change of Control on any Award granted under the Plan is not otherwise addressed in this Section 12 or the applicable Award Agreement, the Committee may, in its sole discretion, as to any such Award, take any one or more of the following actions: (i) provide for the acceleration of any time periods relating to the vesting, exercise or realization of any such Award so that such Award may be exercised or realized in full on or before a date fixed by the Committee; (ii) provide for the purchase of any such Award; (iii) make such adjustment to any such Award then outstanding as the Committee deems appropriate to reflect such Change of Control; (iv) cause any such Award then outstanding to be assumed, or new rights substituted therefor, by the successor company (or a subsidiary or affiliate of such successor company, as applicable) after such Change of Control; or (v) take any other action with respect to such Award as the Committee may determine is appropriate, in its sole discretion.

For purposes of the Plan, the term “Change of Control” , unless otherwise provided in an Award Agreement, shall mean:

(I) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group of Persons of the shares of Stock representing more than 50% of the aggregate voting power represented by the issued and outstanding shares of Stock; or

(II) occupation of a majority of the Board (other than vacant seats) by Persons who were neither (i) nominated by the Board nor (ii) appointed by the directors of the Board so nominated. For the avoidance of doubt, a transaction shall not constitute a Change of Control (i) if effected for the purpose of changing the place of incorporation or form of organization of the ultimate parent entity of the Company group (including where the Company is succeeded by an issuer incorporated under the laws of another country, province or state for such purpose and whether or not the Company remains in existence following such transaction) and (ii) where all or substantially all of the Person(s) who are the beneficial owners of the outstanding voting securities of the Company immediately prior to such transaction will beneficially own, directly or indirectly, all or substantially all of the combined voting power of the outstanding voting securities entitled to vote generally in the election of the board directors of the ultimate parent entity resulting from such transaction in substantially the same proportions as their ownership, immediately prior to such transaction, of such outstanding securities of the Company; or

(III) a sale or other disposition of all or substantially all of the Company’s assets in any single transaction or series of related transactions.

### **13. Adjustment Provisions.**

(a) In the event of any change affecting the number, class, market price or terms of the Stock by reason of share dividend, share split, recapitalization, reorganization, merger, consolidation, spin-off, disaffiliation of a Subsidiary, combination of Stock, exchange of Stock, Stock rights offering, or other similar event, or any distribution to the holders of Stock other than a regular cash dividend, the Committee shall equitably substitute or adjust the number or class of Stock which may be issued under the Plan in the aggregate or to any one Participant in any calendar year and the number, class, price or terms of shares of Stock subject to outstanding Awards. Notwithstanding anything to the contrary in this Plan, no adjustment shall be made to any Award under this Plan if or to the extent such adjustment would cause an outstanding Award to fail to be exempt from or comply with Code Section 409A.

(b) In the event of any merger, consolidation or reorganization of the Company with or into another corporation which results in the outstanding Stock of the Company being converted into or exchanged for different securities, cash or other property, or any combination thereof, there shall be substituted, on an equitable basis, for each share of Stock then subject to an Award, the number and kind of shares of stock, other securities, cash or other property to which holders of Stock will be entitled pursuant to the transaction.

**14. Substitution and Assumption of Awards.** The Board or the Committee may authorize the issuance of Awards in connection with the assumption of, or substitution for, outstanding equity awards previously granted to individuals who become employees of the Company or any Subsidiary as a result of any merger, consolidation, acquisition of property or stock, or reorganization, upon such terms and conditions as the Committee may deem appropriate.

**15. Nontransferability.** Awards shall not be transferable other than by will or the laws of descent and distribution, and each Stock Option and SAR shall be exercisable during the Participant’s lifetime only by the Participant or, in the event of disability, by the Participant’s personal representative. In the event of the death of a Participant, exercise of any Award or payment with respect to any Award shall be made only to the executor or administrator of the estate of the deceased Participant or to the Person or Persons to whom the deceased Participant’s rights under the Award shall pass by will or the laws of descent and distribution. Subject to the approval of the Committee in its sole discretion, Stock Options may be transferable to charity or to members of the immediate family of the Participant and to one or more trusts for the benefit of such family members, partnerships in which such family members are the only partners, or corporations in which such family members are the only shareholders.



Members of the immediate family means the Participant's spouse, children, stepchildren, grandchildren, parents, grandparents, siblings (including half brothers and sisters), and individuals who are family members by adoption.

**16. Taxes.** The Company, Subsidiary and/or Joint Venture shall be entitled to deduct and withhold from the wages, salary, bonus and other income paid by the Company, or Joint Venture Subsidiary to the Participant or require a Participant to remit the amount of any federal, state and cantonal, local and social or payroll tax, including social security contributions, attributable to any amounts payable or Stock deliverable under the Plan. The Company may defer making payment or delivery as to any Award, if any such tax is payable, until indemnified to its satisfaction, and the Company shall have no liability to any Participant for exercising the foregoing right. The Committee may, in its sole discretion and subject to such rules as it may adopt, permit or require a Participant to pay all of or a portion of the federal, state and cantonal, local and social or payroll tax arising in connection with the grant, vesting, settlement, or exercise of any Award, by, among other methods, (i) having the Company withhold shares of Stock, (ii) tendering shares of Stock received in connection with such Award back to the Company or (iii) delivering other previously acquired shares of Stock having a Fair Market Value equal to the amount required to be withheld.

**17. Duration of the Plan.** No Award shall be made under the Plan more than ten years after the date of its adoption by the Board; provided, however, that the terms and conditions applicable to any Award granted on or before such date may thereafter be amended or modified by mutual agreement between the Company and the Participant, or such other Person as may then have an interest therein.

**18. Amendment and Termination.**

(a) Except to the extent prohibited by applicable law and unless otherwise expressly provided in an Award Agreement or in the Plan, the Board or Committee may amend, alter, suspend, discontinue or terminate the Plan or any portion thereof at any time; provided, however, that no such amendment, alteration, suspension, discontinuation or termination shall be made without (i) stockholder approval if such approval is required by applicable law or the rules of the stock market or exchange, if any, on which the Stock is principally quoted or traded, or (ii) the consent of the affected Participant, if such action would materially adversely affect the rights of such Participant under any outstanding Award, except (A) to the extent any such amendment, alteration, suspension, discontinuance or termination is made to cause the Plan to comply with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations, (B) to impose any clawback or recoupment provisions with respect to any Awards (including any amounts or benefits arising from such Awards) adopted by the Company from time to time, or (C) as the Board or Committee determines in good faith to be in the best interests of the Participants affected thereby. Notwithstanding anything to the contrary in the Plan, the Board or the Committee may amend the Plan, or create subplans, in such manner as may be necessary to enable the Plan to achieve its stated purposes in any jurisdiction in a tax-efficient manner and in compliance with local rules and regulations to the extent that such action would not require shareholder approval. The Committee or the Board may correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Award in the manner and to the extent it shall deem desirable to carry the Plan into effect.

(b) The Board or the Committee may waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue or terminate any provision of the Plan or any Award theretofore granted, prospectively or retroactively, without the consent of any relevant Participant or holder or beneficiary of an Award; provided, however, that no such action shall materially adversely affect the rights of any affected Participant or holder or beneficiary under any Award theretofore granted under the Plan, except (i) to the extent any such action is made to cause the Plan to comply with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations, (ii) to impose any clawback or recoupment provisions with respect to any Awards (including any amounts or benefits arising from such Awards) adopted by the Company from time to time, or (iii) as the Board or Committee determines in good faith to be in the best interests of the Participants affected thereby).

**19. Other Provisions.**

(a) The Committee may grant Awards to employees or other service providers of the Company, its Subsidiaries and Joint Ventures who reside or performs services globally. Notwithstanding anything in the Plan to the contrary, the Committee may, in its sole discretion: (a) amend or vary the terms of the Awards in order to conform such terms with the requirements of each jurisdiction where a Subsidiary or Joint Venture is located; (b) amend or vary the terms of the Plan in each jurisdiction where a Subsidiary is located as it considers necessary or desirable to take into account or to mitigate or reduce the burden of taxation and social security contributions for Participants and/or the Subsidiary or Joint Venture; or (c) amend or vary the terms of the Plan in a jurisdiction where the Subsidiary or Joint Venture is located as it considers necessary or desirable to meet the goals and objectives of the Plan. The Committee may where it deems appropriate in its sole discretion, establish one or more sub-plans for these purposes, and establish administrative rules and procedures to facilitate the operation of the Plan in such jurisdictions.

(b) Neither the Plan nor any Award shall confer upon a Participant any right with respect to continuing the Participant's employment or service with the Company or any of its Subsidiaries or Joint Ventures; nor interfere in any way with the Participant's right or the Company's or a Subsidiary's right to terminate such relationship at any time, with or without cause, to the extent permitted by applicable laws and any enforceable agreement between the Participant and the Company or a Subsidiary, as applicable.

(c) No fractional shares of Stock shall be issued or delivered pursuant to the Plan or any Award, and the Committee, in its discretion, shall determine whether cash, other securities, or other property shall be paid or transferred in lieu of any fractional shares of Stock, or whether such fractional shares or any rights thereto shall be cancelled, terminated, or otherwise eliminated.

(d) In the event any provision of the Plan shall be held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if such illegal or invalid provisions had never been contained in the Plan.

(e) Notwithstanding any provision to the contrary, the Company shall have no liability to deliver any Award or make any other distribution of benefits under the Plan unless such delivery or distribution would comply with all applicable laws (including, without limitation, the requirements of the United States Securities Act of 1933, as amended, and the Exchange Act, the Italy Consolidated Financial Act (*Testo Unico delle Disposizioni in materia di intermediazione finanziaria*), and the Netherlands Financial Supervision Act (*Wet op het financieel toezicht*) and rules promulgated thereunder) and the shares of Stock in respect of such Award are authorized for listing on the New York Stock Exchange, Euronext Paris, S.A. or *Mercato Telematico Azionario* (organized and managed by Borsa Italiana S.p.A.), provided that the Company is under no obligation to register or qualify the Stock to effect such compliance.

(f) Except as otherwise provided in any Award Agreement or as expressly set forth herein, a Participant shall have no rights as a shareholder of the Company until he or she becomes the holder of record of the shares of Stock.

(g) Payments and other benefits received by a Participant under an Award shall not be deemed a part of a Participant's compensation for purposes of determining the Participant's benefits under any other employee benefit plans or arrangements provided by the Company or a Subsidiary, unless the Committee expressly provides otherwise in writing or unless expressly provided under such other plan or arrangement.

**20. Governing Law.** Subject to Section 19(a) hereof, the Plan and any actions taken in connection herewith shall be governed by and construed in accordance with the laws of the Netherlands, without regard to its jurisdiction's conflict of laws principles.

**21. Unfunded Plan.** Unless otherwise determined by the Committee, the Plan shall be unfunded and shall not create (or be construed to create) a trust or a separate fund or funds. The Plan shall not establish a fiduciary relationship between the Company and any Participant or other Person. To the extent any Person holds any rights by

virtue of an Award under the Plan, such right (unless otherwise determined by the Committee) shall be not greater than the right of an unsecured general creditor of the Company.

**22. Code Section 409A for U.S. Taxpayers.**

(a) The Plan and all Awards made hereunder shall be interpreted, construed and operated to reflect the intent of the Company that all aspects of the Plan and the Awards shall be interpreted either to be exempt from the provisions of Code Section 409A or, to the extent subject to Code Section 409A, comply with Code Section 409A and any regulations and other guidance thereunder. This Plan may be amended at any time, without the consent of any party, to avoid the application of Code Section 409A in a particular circumstance or that is necessary or desirable to satisfy any of the requirements under Code Section 409A, but the Company shall not be under any obligation to make any such amendment.

(b) Notwithstanding any provision to the contrary, if an Award constitutes an item of deferred compensation under Code Section 409A and becomes payable by reason of a Participant's termination of employment such payment shall not be made to the Participant unless the Participant's termination of employment constitutes a "separation from service" (within the meaning of Code Section 409A and any the regulations or other guidance thereunder). In addition, no such payment or distribution shall be made to the Participant prior to the earlier of (a) the expiration of the six-month period measured from the date of the Participant's separation from service or (b) the date of the Participant's death, if the Participant is deemed at the time of such separation from service to be a "specified employee" (within the meaning of Code Section 409A and any the regulations or other guidance thereunder) and to the extent such delayed commencement is otherwise required in order to avoid a prohibited distribution under Code Section 409A and any the regulations or other guidance thereunder. Except as provided in an Award Agreement, all payments which had been delayed pursuant to the immediately preceding sentence shall be paid to the Participant in a lump sum on the first day following the expiration of such six-month period (or, if earlier, upon the Participant's death).

Notwithstanding any provisions of this Plan, the Company, its Subsidiaries and Joint Ventures do not guarantee to any Participant or any other Person with an interest in an Award that any Award intended to be exempt from Code Section 409A shall be so exempt, nor that any Award intended to comply with Code Section 409A or Code Section 422 shall so comply.

**23. Successors and Assigns.** The Plan shall be binding on the Company and all Participants and their respective heirs, executors, agents, trustees, administrators, successors and assigns.

**24. Gender, Singular, Plural, Captions.** Where the context of the Plan permits, words in the masculine gender shall include the feminine gender, the plural form of a word shall include the singular form, and the singular form of a word shall include the plural form. In addition, the captions of the Sections of the Plan are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

**25. Effective Date and Applicability.** This Plan shall be effective as of the date of its approval and the provisions contained herein shall apply with respect to any and all Awards granted on or after such date.

**STELLANTIS N.V.**  
**Equity Incentive Plan**  
**French-Qualified RSU Subplan**

**1. Introduction.**

The Stellantis N.V. Equity Incentive Plan (the "Plan") was adopted by the Board of Directors of Stellantis, N.V. (the "Company") and approved by the Company's shareholders at an Annual General Meeting of shareholders held on [\*,] 2021.

The Board of Directors has established the Plan for the benefit of certain employees of the Company and its Affiliates, including its French Subsidiary(ies) provided that it holds directly or indirectly at least 10% of the share capital, and its French branches (each, a "**French Entity**").

Sections 3 and 18 of the Plan specifically authorizes the Committee as delegated by the Board to adopt rules and/or procedures (including the adoption of any subplan under the Plan) relating to the operation and administration of the Plan to accommodate requirements of local law and procedures. The Committee has determined that it is desirable to establish a subplan for the purposes of granting Restricted Stock Units that qualify for specific tax and social security treatment in France ("**French-Qualified RSUs**"). The Committee, therefore, has established this subplan to the Plan for Restricted Stock Unit grants to French Participants (as defined herein) (the "French Subplan"), for the purpose of granting Restricted Stock Units that qualify for the treatment available under Sections L. 225-197-1 to L 225-197-5 and Sections L. 22-10-59 and L. 22-10-60 of the French Commercial Code, as amended, to employees who are resident in France for French tax purposes and/or subject to the French social security regime & (the "**French Participants**").

Under the French Subplan, the employees will be granted only Restricted Stock Units as defined in Section 2 hereunder. However, Restricted Stock Units may be granted to French Participants under the Plan and not under the French Subplan, in the Committee's discretion. In addition, in no event will grants under the French Subplan include any other substitute awards.

**2. Definitions.**

Capitalized terms used in the French Subplan shall have the same meanings as set forth in the Plan, unless otherwise specified below. In addition,

- A. the term "**Award Agreement**" shall mean the written or electronic agreement, contract or other instrument or document evidencing the French-Qualified RSUs and setting forth the applicable terms and conditions. In connection with the foregoing, the Award Agreement may, but need not, be executed or acknowledged by the Company and/or the French Participant;
- B. the term "**Date of Grant**" shall be the date on which the Committee both (i) designates the French Participants and (ii) specifies the terms and conditions of the French-Qualified RSUs, including the number of shares of Stock over which the French-Qualified RSUs are granted, the vesting conditions and the conditions on the transferability of the shares;

- C. the term “**Closed Period**” shall mean the specific periods as set forth by Section L. 22-10-59 of the French Commercial Code as amended from time to time, currently as follows: (i) thirty calendar days before the announcement of an interim financial report or a year-end report which the Company is obliged to make public and (ii) any period during which the Chief Executive Officer (*directeur général*), any deputy chief executive officer (*directeur général délégué*), or any member of the Board of Directors (*conseil d’administration*), the supervisory board (*conseil de surveillance*) or the executive board (*directoire*) of the Company, or any employee possesses knowledge of inside information (within the meaning of Article 7 of the Regulation (EU) No 596/2014 of the European Parliament and of the Council of April 16, 2014 on market abuse (Market Abuse Regulation) and cancelling the Directive 2003/6/UE and Directives 2003/124/CE Parliament and 2003/125/CE and 2004/72/CE of the Commission) which has not been disclosed to the public.

If the French Commercial Code is amended after adoption of this French-Qualified RSU Plan to modify the definition and/or applicability of the Closed Periods to French-Qualified RSUs, such amendments shall become applicable to any French-Qualified RSUs granted under this French Subplan, to the extent required under French law;

- D. the term “**Disability**” shall mean total and permanent disability as defined by French law under categories 2 and 3 of Section L. 341-4 of the French Social Security Code;
- E. the term “**Restricted Stock Unit**” shall mean a promise by the Company to issue shares of Stock in the future, subject to specific terms and conditions, restrictions and vesting requirements (including time-based vesting requirements and/or performance-based vesting requirements). Notwithstanding any provision in the Plan to the contrary and except in the case of death, Restricted Stock Units cannot be transferred to any third party. Restricted Stock Units shall be settled in shares of Stock only;
- F. the term “**Vesting Date**” shall mean the date on which the French Participants are entitled to receive the shares of Stock underlying the French-Qualified RSUs. The Committee may provide in the applicable Award Agreement that shares of Stock underlying French-Qualified RSUs shall be issued only on a date occurring after the Vesting Date.
- G. The term “**French Participant**” shall mean an individual who is an officer or an employee of a French Entity or a French Branch and who, at the Date of Grant is a French tax resident and is subject to the French mandatory social security regime.

### 3. **Eligibility.**

(a) Any individual who can qualify as a French Participant shall be eligible to receive Restricted Stock Units under the French Subplan, provided he or she also satisfies the eligibility conditions of the Plan.

(b) Restricted Stock Units may not be granted under the French Subplan to employees or officers owning more than ten percent (10%) of the Company’s share capital at grant date and no employees nor officers can own more than ten percent (10%) of the Company’s share capital as a result of the grant. Restricted Stock Units may not be granted to officers of a French Entity, other than the executive corporate officers (i.e., *Président du Conseil d’Administration, Directeur Général, Directeur*

*Général Délégué, Membre du Directoire, Gérant de Sociétés par actions*), unless such executive corporate officer is an employee of the French Entity, as defined by French law, and the grant is made to such officer in its employee capacity.

(c) Notwithstanding the foregoing paragraph, to the extent permissible under French tax and social security laws, including guidelines and specific tax or social security rulings issued by French tax and social security authorities, any individual who is employed by the Company or a French Entity or another Subsidiary of the Company shall be eligible to receive Restricted Stock Units under the French Subplan (provided that he or she also satisfies the conditions of the Plan) even if the individual is not a French tax resident and/or subject to the French social contribution regime at the Date of Grant and such an individual shall be considered, to the extent applicable (as determined by the Committee in its sole discretion), as a French Participant for purposes of this French Subplan.

#### 4. **Conditions of the Restricted Stock Units.**

A. Subject to Section 8 below, the terms and conditions of the Restricted Stock Units will not be modified after the Date of Grant, except as provided under Sections 5, 6 and 7 of the French Subplan, or as otherwise in keeping with French law.

#### B. **Vesting and Settlement of Restricted Stock Units**

(i) *Minimum Vesting Period.* The initial vesting date for Restricted Stock Units granted under the French Subplan shall not occur prior to the expiration of the period as is required to comply with the minimum mandatory vesting period applicable to French-Qualified RSUs under Section L. 225-197-1 of the French Commercial Code, as amended, or the relevant sections of the French Tax Code or the French Social Security Code, as amended, to qualify for the specific tax and social security regime under French law.

(ii) *Settlement.* Restricted Stock Units that vest in accordance with the terms and conditions of the applicable Award Agreement shall be settled in shares of Stock. For each Restricted Stock Unit that vests, a corresponding share shall be issued to the French Participant, subject to Section 4(C) below.

#### C. **Additional Restrictions on Shares of Stock**

(i) *Minimum Holding Period.* Except as otherwise decided at the sole discretion of the Committee, the shares of Stock issued upon vesting of the Restricted Stock Units may not be sold, leased or otherwise disposed of prior to the expiration of the period as is required to comply with the minimum mandatory holding period applicable under Section L. 225-197-1 of the French Commercial Code, as amended, or the relevant section of the French Tax Code, as amended, or the French Social Security Code, as amended, to qualify for the specific tax and social security regime under French law (the “**Minimum Holding Period**”). The Minimum Holding Period applies even after the French Participant is no longer an employee of a French Entity, except in the case of the French Participant’s death or Disability.

(ii) *Dividend equivalents.* A French Participant shall have no rights as a shareholder (voting and/or dividend rights) before he or she vests in the Restricted Stock Units

(i.e. on vesting date). The payment of dividend equivalents (whether in shares or in cash) is not permissible under this sub-plan.

(iii) *French Participant's Account.* The shares of Stock issued pursuant to the vesting of Restricted Stock Units granted under the French Subplan shall be recorded and held in the name of the French Participant with the Company or a broker or in such other manner as the Company may determine in order to ensure compliance with applicable laws, including the Minimum Holding Period and the nominative form of the shares.

(iv) *Closed Periods.* To the extent and as long as applicable to French-Qualified RSU granted by the Company, shares of Stock received from the settlement of French-Qualified RSUs may not be sold or transferred during a Closed Period as set forth in the Section 2 (C) above and in the French Commercial Code, as amended.

(v) *Executive corporate officers.* To the extent and as long as applicable to French-Qualified RSUs granted by the Company, a specific holding period for the shares of Stock shall be imposed in the applicable Award Agreement for French Participants who qualify as executive corporate officers of the Company under French law, as set forth in Section 3 above.

## **5. Changes In Capitalization.**

Notwithstanding any provision in the Plan to the contrary, adjustments to the Restricted Stock Units and/or the number of shares of Stock subject to Restricted Stock Units issued hereunder shall be made to preclude the dilution or enlargement of benefits under the Restricted Stock Units only in the event of certain transactions by the Company, provided that such adjustment is authorized under French law and applicable guidelines of the authorities. In the event of an adjustment in violation of the applicable French rules, the Restricted Stock Units may no longer qualify for specific tax and social security treatment under French law.

## **6. Death and Disability.**

If a French Participant terminates employment by reason of death while holding Restricted Stock Units that are not fully vested at the time of death, the unvested Restricted Stock Units shall become fully transferable to the heirs of the French Participant.

Notwithstanding any other provision of the Plan and the French Subplan, in the event of a death of a French Participant, the French Participant's heirs are entitled to request that the number of shares of Stock corresponding to the unvested Restricted Stock Units at the date of death be delivered to them, provided that such request is made within six months following the date of death. If the French Participant's heirs do not request delivery of the shares of Stock within six months following the French Participant's death, the Restricted Stock Units will be forfeited.

If a French Participant is terminated by reason of his or her Disability, the Company may determine the treatment of the Restricted Stock Units then outstanding but not previously vested, including that such Restricted Stock Units may be forfeited, may continue to vest on the existing schedule or may vest on an accelerated basis and be settled in shares of Stock as promptly as practicable after vesting, provided that the French Participant provides sufficient evidence of his or her Disability.

Any French Participant terminated by reason of his or her Disability or the heirs of the French Participant requesting the Restricted Stock Units shall not be subject to the Minimum Holding Period.

**7. Change in Control.**

In the event of a Change in Control of the Company or a liquidation, reorganization, merger, consolidation or amalgamation with another company in which the Company is not the surviving company, the Committee may, in its complete and total discretion, authorize the immediate vesting of Restricted Stock Units before the date on which any such Change in Control, liquidation, reorganization, merger, consolidation or amalgamation becomes effective. If this occurs, the Restricted Stock Units may no longer qualify for specific tax and social security treatment under French law.

**8. Disqualification of Restricted Stock Units.**

If the Restricted Stock Units are modified or adjusted in a manner in keeping with the terms of the Plan or as mandated as a matter of law and the modification or adjustment is contrary to the terms and conditions of the French Subplan, the Restricted Stock Units may no longer qualify for the specific tax and social security treatment under French law.

If the Restricted Stock Units no longer qualify for the specific tax and social security treatment under French law, the Committee may, provided it is authorized to do so under the Plan, lift, shorten or terminate certain restrictions applicable to the vesting of the Restricted Stock Units or the sale of shares of Stock which may have been imposed under this French Subplan or Award Agreement delivered to the French Participant.

**9. Interpretation.**

It is intended that Restricted Stock Units granted under the French Subplan shall qualify for the specific tax and social security treatment applicable to Restricted Stock Units granted under Sections L. 225-197-1 to L. 225-197-5 and L. 22-10-59 and L. 22-10-60 of the French Commercial Code, as amended, and in accordance with the relevant provisions set forth by French tax and social security laws and the French tax and social security administrations, but the Company makes no undertaking to maintain this status. The terms of the French Subplan shall be interpreted accordingly and in accordance with the relevant provisions set forth by French tax and social security laws, the French tax and social security administrations, any relevant guidelines published by the French tax and social security administrations and are subject to the fulfillment of legal, tax and reporting obligations.

In the event of any conflict between the provisions of the present French Subplan and the Plan, the provisions of the French Subplan shall control for any grants made thereunder to French Participants.

**10. Employment Rights.**

The adoption of this French Subplan shall not confer upon the French Participants or any employees of a French Entity, any employment rights and shall not be construed as part of any employment contracts that a French Entity has with its employees.

**11. Amendments.**

Subject to the terms of the Plan, the Committee reserves the right to amend, suspend or terminate the French Subplan at any time, without any retroactive effect.



**12. Number of Shares of Stock Granted and Shareholder Authorization.**

The Plan and the Share limitations contained in the Plan thereof have been authorized by the Company's shareholders for grants to French Participants. Such authorization is intended to meet the requirements of Sections L. 225-197-1 and L. 225-197-5 and L. 221059 and L. 2210-60 of the French Commercial Code, to the extent applicable to awards granted by the Company.

**13. Adoption.**

The French Subplan was adopted by the Committee and shall be effective as of the date of effectiveness of the Plan.



## CORPORATE GOVERNANCE STATEMENT

In accordance with the Dutch Decree on requirements of the management report (*Besluit inhoud bestuursverslag*) (the **Decree**), Stellantis N.V. (the **Company**) publishes this statement relating to corporate governance as part of the annual report of the board of directors of the Company for 2020 (the **Annual Report**). As permitted by Article 2a of the Decree, the Company has opted to publish its corporate governance statement by posting it on the website ([www.stellantis.com](http://www.stellantis.com)). For the statement in this declaration as stipulated in Articles 3, 3a and 3b of the Decree reference is made to the relevant pages in the Annual Report. The following statements are deemed to be included and repeated herein:

- the statement relating to the compliance with the principles and best practices of the Dutch Corporate Governance Code (the **Code**), including the motivated deviation of the compliance of the Code, can be found on page 149 of the Annual Report in the chapter “Corporate Governance”;
- the statement concerning the most important characteristics of the control and risk management systems in relation to the process of the financial accounting of the Company and the group, can be found on page 91 of the Annual Report;
- the statement about the functioning of the general meeting of shareholders and the most important powers thereof as well as the rights of shareholders and how these may be executed, can be found on page 137 of the Annual Report in the chapter “Corporate Governance”;
- the statement regarding the composition and functioning of the board of directors can be found on page 115 of the Annual Report in the chapter “Corporate Governance”;
- the statement regarding the diversity policy applied in respect of the composition of the board of directors can be found on page 149 of the Annual Report in the chapter “Corporate Governance”;
- the statement in accordance with Decree Article 10 EU-Directive on Take-overs (*Besluit artikel 10 overnamerichtlijn*) can be found on page 330 of the Annual Report.

Stellantis N.V., March 4, 2021



## OUTSTANDING SHARE CAPITAL AND TOTAL NUMBER OF VOTING RIGHTS AT THE DATE OF THE NOTICE FOR THE ANNUAL GENERAL MEETING TO BE HELD ON APRIL 15, 2021

As of March 4, 2021 – the date of the notice for the Annual General Meeting of Shareholders (the ‘AGM’) of Stellantis N.V. (the ‘Company’) to be held on April 15, 2021 the share capital of the Company consists of the following.

3,119,934,695 common shares are issued and outstanding. Common shares are listed, freely transferable and each of them confers the right to cast one vote.

208,622 special voting shares are issued and outstanding. Special voting shares are not listed, are not transferable (with the limited exceptions set forth in the Articles of Association and Special Voting Shares Terms and Conditions) and each of them confers the right to cast one vote.

No vote may be cast on shares belonging to the Company or to a subsidiary thereof or on shares in respect of which either of them holds the depositary receipts.

The total number of voting rights which can be cast at the AGM equals to 3,120,143,317.

*Stellantis N.V., March 4, 2021*

STELLANTIS NV



**Your vote matters - here's how to vote!**

You may vote online or by phone instead of mailing this card.



Votes submitted electronically must be received by 11:00 p.m. CEST, on April 8, 2021.

**Online**

Go to [www.investorvote.com/STLA](http://www.investorvote.com/STLA) or scan the QR code – login details are located in the shaded bar below.



**Phone**

Call toll free 1-800-652-VOTE (8683) within the USA, US territories and Canada



**Save paper, time and money!**  
Sign up for electronic delivery at [www.investorvote.com/STLA](http://www.investorvote.com/STLA)

Using a **black ball pen**, mark your votes with an **X** as shown in this example. Please do not write outside the designated areas.



**Annual General Meeting Proxy Card**

▼ IF VOTING BY MAIL, SIGN, DETACH AND RETURN THE BOTTOM PORTION IN THE ENCLOSED ENVELOPE. ▼

**A Proposals – The Board of Directors recommend a vote FOR proposals 2.c. - 6.**

|  | For                      | Against                  | Abstain                  |   |  |
|--|--------------------------|--------------------------|--------------------------|---|--|
| 2.c. Remuneration Report 2020 ( <i>advisory voting</i> )   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. DELEGATION TO THE BOARD OF DIRECTORS OF THE AUTHORITY TO ACQUIRE COMMON SHARES IN THE COMPANY'S CAPITAL <span style="float: right;">+</span> |  |
| 2.d. Adoption of the Annual Accounts 2020  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   | Proposal to authorize the Board of Directors to acquire fully paid-up common shares in the Company's own share capital in accordance with article 9 of the Company's articles of association |
| 2.e. Extraordinary distribution  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |  |
| 2.f. Granting of discharge to the directors in respect of the performance of their duties during the financial year 2020   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. CANCELLATION OF CLASS B SPECIAL VOTING SHARES HELD BY THE COMPANY  |  |
| 3. APPOINTMENT OF THE INDEPENDENT AUDITOR  |                          |                          |                          |   | Proposal to cancel all class B special voting shares held by the Company in its own share capital in accordance with article 10 of the Company's articles of association                     |
| Proposal to appoint Ernst & Young Accountants LLP as the Company's independent auditor   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |  |
| 4. REMUNERATION  |                          |                          |                          |   |  |
| 4.a. Proposal to amend the remuneration policy of the Board of Directors   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |  |
| 4.b. Proposal to adopt the Equity Incentive Plan and authorization to the Board of Directors (i) to issue shares or grant rights to subscribe for shares and (ii) to exclude pre-emptive rights in connection with the Equity Incentive Plan | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |  |

**B Authorized Signatures – This section must be completed for your vote to be counted. Please date and sign below.**

Please sign exactly as name(s) appears herein. Joint owners should each sign. When signing as attorney, executor, administrator, corporate officer, trustee, guardian, or custodian, please give full title. Date (mm/dd/yyyy) – Please print date below.

Date (mm/dd/yyyy) – Please print date below.

Signature 1 – Please keep signature within the box.

Signature 1 – Please keep signature within the box.

Signature 2 – Please keep signature within the box.

Signature 2 – Please keep signature within the box.



1 U P X





▼ IF VOTING BY MAIL, SIGN, DETACH AND RETURN THE BOTTOM PORTION IN THE ENCLOSED ENVELOPE. ▼

**Proxy – STELLANTIS NV**



**ANNUAL GENERAL MEETING OF SHAREHOLDERS – APRIL 15, 2021**

The undersigned, revoking all prior proxies, hereby appoints Giorgio Fossati with full power of substitution, as proxies to represent and vote as designated hereon, all common shares of Stellantis N.V. (the "Company") that the undersigned would be entitled to vote if personally present at the Annual General Meeting of Shareholders of the Company on Thursday, April 15, 2021, virtually commencing at 2:30 p.m. Central European Summer Time and any adjournments thereof.

**IN THEIR DISCRETION, THE PROXIES ARE AUTHORIZED TO VOTE UPON SUCH OTHER MATTERS AS MAY PROPERLY COME BEFORE THE MEETING OR ANY ADJOURNMENTS THEREOF.**

**ATTENDANCE OF THE UNDERSIGNED AT THE ANNUAL GENERAL MEETING OR ANY ADJOURNMENTS THEREOF WILL NOT BE DEEMED TO REVOKE THIS PROXY UNLESS THE UNDERSIGNED REVOKES THIS PROXY IN WRITING, SIGNS AND DELIVERS A PROXY WITH A LATER DATE, OR VOTES IN PERSON AT THE MEETING.**

**C Non-Voting Items**

Change of Address – Please print new address below.

Comments – Please print your comments below.

