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

FORM 6-K

**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 2020

Commission File No. 001-36675

FIAT CHRYSLER AUTOMOBILES N.V.

(Translation of Registrant's Name Into English)

25 St. James's Street
London SW1A 1HA
United Kingdom
Tel. No.: +44 (0)20 7766 0311
(Address of Principal Executive Offices)

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 Rule101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule101(b)(7):

The following exhibit is furnished herewith:

- Exhibit 99.1 Press release issued by Fiat Chrysler Automobiles N.V. dated March 4, 2020.
- Exhibit 99.2 Notice of Annual General Meeting
- Exhibit 99.3 Agenda and Explanatory Notes
- Exhibit 99.4 Remuneration Policy
- Exhibit 99.5 Special Voting Shares' terms and conditions
- Exhibit 99.6 Corporate Governance Statement
- Exhibit 99.7 Outstanding share capital and voting rights at the date of notice
- Exhibit 99.8 Attendance Card
- Exhibit 99.9 Proxy Form
- Exhibit 99.10 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 6, 2020

FIAT CHRYSLER AUTOMOBILES N.V.

By: /s/ Richard K. Palmer

Name: Richard K. Palmer

Title: Chief Financial Officer and Director

Index of Exhibits

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
Exhibit 99.1	Press release issued by Fiat Chrysler Automobiles N.V. dated March 4, 2020.
Exhibit 99.2	Notice of Annual General Meeting
Exhibit 99.3	Agenda and Explanatory Notes
Exhibit 99.4	Remuneration Policy
Exhibit 99.5	Special Voting Shares' terms and conditions
Exhibit 99.6	Corporate Governance Statement
Exhibit 99.7	Outstanding share capital and voting rights at the date of notice
Exhibit 99.8	Attendance Card
Exhibit 99.9	Proxy Form
Exhibit 99.10	Proxy Card



FCA publishes agenda for the 2020 AGM

Fiat Chrysler Automobiles N.V. (NYSE: FCAU / MTA: FCA) announced today that it has published the agenda and the explanatory notes for the 2020 Annual General Meeting of Shareholders (“AGM”), which will take place on April 16, 2020 in Amsterdam.

FCA’s AGM notice and explanatory notes and other AGM materials are available under the Investors section of FCA’s website at <http://www.fcagroup.com>, where they can be viewed and downloaded.¹ Shareholders may request a hard copy of these materials, which include FCA’s audited financial statements, free of charge, through the contact below.

London, 4 March 2020

¹ The 2019 Annual Report and the annual report on Form 20-F are available on the Company’s website (www.fcagroup.com) at https://www.fcagroup.com/en-us/investors/financial_regulatory/financial_reports/pages/2019.aspx or at https://www.fcagroup.com/it-IT/investors/financial_regulatory/financial_reports/Pages/2019.aspx. The AGM notice, explanatory notes and other AGM materials are available on the corporate website at https://www.fcagroup.com/en-us/investors/stock_info_and_shareholder_corner/shareholder_meetings/pages/default.aspx or at https://www.fcagroup.com/it-it/investors/stock_info_and_shareholder_corner/shareholder_meetings/Pages/default.aspx

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www.fcagroup.com



NOTICE OF THE ANNUAL GENERAL MEETING

Notice is hereby given that the Annual General Meeting of Shareholders (the “AGM”) of Fiat Chrysler Automobiles N.V. (the “Company”) is convened at 12:00 noon CEST on Thursday, April 16, 2020, at the offices of Freshfields Bruckhaus Deringer LLP, Strawinskylaan 10, 1077 XZ Amsterdam, the Netherlands. The language of the meeting shall be English. The AGM is convened to discuss and decide on the following:

AGENDA

1. OPENING

2. ANNUAL REPORT 2019

- a. Report of the Board of Directors for the financial year 2019 (discussion)
- b. Policy on additions to reserves and on dividends (discussion)
- c. Remuneration Report 2019 (advisory voting)
- d. Adoption of the 2019 Annual Accounts (voting)
- e. Approval of the 2019 dividend (voting)
- f. Granting of discharge to the directors in respect of the performance of their duties during the financial year 2019 (voting)

3. APPOINTMENT OF THE EXECUTIVE DIRECTORS

- a. Re-appointment of John Elkann (voting)
- b. Re-appointment of Michael Manley (voting)
- c. Re-appointment of Richard K. Palmer (voting)

4. APPOINTMENT OF THE NON-EXECUTIVE DIRECTORS

- a. Re-appointment of Ronald L. Thompson (voting)
- b. Re-appointment of John Abbott (voting)
- c. Re-appointment of Andrea Agnelli (voting)
- d. Re-appointment of Tiberto Brandolini d’Adda (voting)
- e. Re-appointment of Glenn Earle (voting)
- f. Re-appointment of Valerie A. Mars (voting)
- g. Re-appointment of Michelangelo A. Volpi (voting)
- h. Re-appointment of Patience Wheatcroft (voting)
- i. Re-appointment of Ermenegildo Zegna (voting)

5. APPOINTMENT OF THE INDEPENDENT AUDITOR

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

6. DELEGATION TO THE BOARD OF DIRECTORS OF THE AUTHORITY TO ISSUE SHARES IN THE COMPANY'S CAPITAL AND TO LIMIT OR EXCLUDE PRE-EMPTIVE RIGHTS

- 6.1 Proposal to designate the Board of Directors as the corporate body authorized to issue common shares and to grant rights to subscribe for common shares as provided for in article 6 of the Company's articles of association (voting)
- 6.2 Proposal to designate the Board of Directors as the corporate body authorized to limit or to exclude pre-emptive rights for common shares as provided for in article 7 of the Company's articles of association (voting)
- 6.3 Proposal to designate the Board of Directors as the corporate body authorized to issue special voting shares and to grant rights to subscribe for special voting shares up to the maximum aggregate amount of special voting shares as provided for in the Company's authorized share capital as set out in the Company's articles of association, as amended from time to time, as provided for in article 6 of the Company's articles of association (voting)

7. 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 as specified in article 8 of the Company's articles of association (voting)

8. REMUNERATION POLICY

Amendment of the remuneration policy of the Board of Directors (voting)

9. SPECIAL VOTING SHARES' TERMS AND CONDITIONS

Amendment of the special voting shares' terms and conditions (voting)

10. CLOSE OF MEETING

AGM documentation

The AGM documentation:

- the Company's Annual Report 2019 (including – *inter alia* – the Report on Operations, Remuneration Report, Consolidated Financial Statements and Annual Accounts) and the Independent Auditor's Report,
- the Agenda and explanatory notes to the Agenda with proposed resolutions and information about members of the Company's board of directors (the "Board of Directors") whose appointment has been proposed,
- the proposed revised special voting shares' terms and conditions (with proposed changes highlighted),

- the proposed revised remuneration policy,
- statement of the total number of outstanding shares and voting rights at the date of this notice,
- proxy forms for shareholders,
- instructions and documents for participation and voting at the AGM

is available on the Company's website:

https://www.fcagroup.com/en-US/investors/stock_info_and_shareholder_corner/shareholder_meetings. This documentation is also available at the Company's offices at 25 St. James's Street, London, SW1A 1HA United Kingdom, for shareholders and other persons entitled to attend the meeting who will, upon request, receive a copy free of charge.

Participation and record date

Shareholders can hold Company shares in four ways:

- shareholders (the "**Loyalty 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 registered in the loyalty register of the Company (the "**Loyalty Register**"). The Loyalty Register is maintained on behalf of the Company in the records of the Company's agents: Computershare Trust Co. NA and Computershare S.p.A. (each the "**Agent**" and both the "**Agents**");
- shareholders holding common shares in registered form (the "**Registered Shareholders**") in an account at Computershare Trust Co. NA as the transfer agent of the Company (the "**Transfer Agent**" and together with the Agents, the "**AGM Agents**");
- shareholders holding common shares in an intermediary account with a participant in the Monte Titoli system (the "**Monte Titoli Participant Account**");
- 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**").

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 (which for the purposes of this notice include holders of a Dutch law right of usufruct), must (i) be registered as of **Thursday March 19, 2020**¹ (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 Registered Shareholders, the administration of the Transfer Agent, and (iii) in respect of shareholders holding common shares in a Monte Titoli Participant Account or in a DTC Participant Account, the administration of the relevant bank, brokerage or other intermediary (the "**Intermediary**").

¹ 28th day prior to the date of the meeting

Loyalty Shareholders and Registered Shareholders

The AGM Agents will send the AGM meeting materials to Loyalty Shareholders and/or Registered Shareholders at the addresses of such shareholders as they appear from the records maintained by the relevant AGM Agent, including a proxy form that allows them to give another person the right to vote their shares at the AGM in accordance with their instructions. The proxy form will also be available on the Company's website: https://www.fcagroup.com/en-US/investors/stock_info_and_shareholder_corner/shareholder_meetings/Pages/default.aspx.

Loyalty Shareholders and/or Registered Shareholders, will be entitled to attend the AGM (either in person or by proxy, please note proxy instructions below) if they have notified the relevant AGM Agent by **11:00 p.m. CEST on April 9, 2020**² of their attendance in writing or electronically (contact details at the end of this announcement).

Shareholders holding common shares in a Monte Titoli Participant Account

Shareholders holding common shares in a Monte Titoli Participant Account who wish to attend the AGM (either in person or by proxy, please note proxy instructions below), 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 attendance requests no later than **11:00 p.m. CEST on April 9, 2020**³ to Computershare S.p.A.

If these shareholders request to attend the AGM (either in person or by proxy), they will receive an attendance card issued in their name (the "**Attendance Card**"). This will serve as admission certificate and the shareholder (or his or her proxy) will need to submit the Attendance Card at the AGM to enter the AGM. For this purpose the Attendance Card also contains a proxy form section. Prior to the AGM, the Attendance Card as well as a copy of the written power of attorney (when applicable), shall have to be handed over at the registration desk.

Alternatively the abovementioned shareholders may give their voting instructions through the proxy form located on the Company's website (see instructions below). They can also cast their vote in advance of the AGM via the web procedure made available on the Company's website (www.fcagroup.com/Investors/Stock_Info&Shareholder_Corner/Shareholder_Meetings).

² 7th day prior to the date of the meeting

³ 7th day prior to the date of the meeting

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 and/or attend the AGM, they will need to follow the directions provided by their Intermediary.

Representation by proxy

Subject to compliance with the above provisions, shareholders can attend and vote at the AGM in person or by proxy. 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 **11:00 p.m. CEST on April 9, 2020**⁴ in writing or electronically pursuant to instructions contained in the proxy forms.

Identification

Persons entitled to attend the AGM will be required to show a valid identity document at the registration desk prior to admission to the AGM.

Address details of AGM Agents:

Computershare S.p.A.
Via Nizza 262/73, 10126 Torino (Italy)
e-mail: fca@computershare.it or fca@pecserviziotitoli.it

Computershare Trust Company NA
P.O. BOX 505000
Louisville, KY 40233-5000
Web.queries@computershare.com

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

Fiat Chrysler Automobiles N.V., March 4, 2020.

⁴ 7th day prior to the date of the meeting



ANNUAL GENERAL MEETING APRIL 16, 2020

AGENDA AND EXPLANATORY NOTES

AGENDA

ANNUAL GENERAL MEETING OF SHAREHOLDERS
OF FIAT CHRYSLER AUTOMOBILES N.V. (THE "COMPANY")
TO BE HELD ON THURSDAY, APRIL 16, 2020 AT 12:00 NOON CEST
AT THE OFFICES OF FRESHFIELDS BRUCKHAUS DERINGER LLP,
STRAWINSKYLAAN 10, 1077 XZ AMSTERDAM, THE
NETHERLANDS.

1. OPENING
2. ANNUAL REPORT 2019
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 - b. Policy on additions to reserves and on dividends (discussion)
 - c. Remuneration Report 2019 (advisory voting)
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 - e. Approval of the 2019 dividend (voting)
 - f. Granting of discharge to the directors in respect of the performance of their duties during the financial year 2019 (voting)
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 - d. Re-appointment of Tiberto Brandolini d'Adda (voting)
 - e. Re-appointment of Glenn Earle (voting)
 - f. Re-appointment of Valerie A. Mars (voting)
 - g. Re-appointment of Michelangelo A. Volpi (voting)
 - h. Re-appointment of Patience Wheatcroft (voting)
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 - 6.1 Proposal to designate the Board of Directors as the corporate body authorized to issue common shares and to grant rights to subscribe for common shares as provided for in article 6 of the Company's articles of association (voting)
 - 6.2 Proposal to designate the Board of Directors as the corporate body authorized to limit or to exclude pre-emptive rights for common shares as provided for in article 7 of the Company's articles of association (voting)
 - 6.3 Proposal to designate the Board of Directors as the corporate body authorized to issue special voting shares and to grant rights to subscribe for special voting shares up to the maximum aggregate amount of special voting shares as provided for in the Company's authorized share capital as set out in the Company's articles of association, as amended from time to time, as provided for in article 6 of the Company's articles of association (voting)

7. 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 as specified in article 8 of the Company's articles of association (voting)

8. REMUNERATION POLICY

Amendment of the remuneration policy of the Board of Directors (voting)

9. SPECIAL VOTING SHARES' TERMS AND CONDITIONS

Amendment of the special voting shares' terms and conditions (voting)

10. CLOSE OF MEETING

Item 1: Opening

The chairperson of the meeting will open the Annual General Meeting of Shareholders.

Item 2: Annual Report 2019

2a. *Report of the Board of Directors for the financial year 2019 (discussion)*

The Report on Operations of the Company is contained in the Company's Annual Report 2019. For further details please refer to the "Report on Operations" section of the Annual Report.

2b. *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.

Dividend Policy

The Company's share capital consists of common shares and special voting shares.

Common shares: The Company adopted a dividend policy contemplating an annual ordinary dividend to the holders of common shares based on 20% payout ratio of the Company's adjusted net profit of the relevant previous financial year. The actual level of dividend to be distributed by the Company will be subject to earnings, cash balances, commitments, strategic plans and other factors that the Board of Directors may deem relevant at the time of a dividend distribution, including adjustments for income or costs that are significant in nature but expected to occur infrequently. In accordance with the abovementioned dividend policy, the Company intends to make a dividend distribution on the common shares, as further mentioned under item 2e.

Special voting shares: The holders of special voting shares are not entitled to any distributions. However, pursuant to article 23.4 of the Company's articles of association, from any amount of profits not reserved by the Board of Directors, first an amount shall be allocated and added to a separate special voting shares dividend reserve for the benefit of the holders of special voting shares (the "Special Voting Shares Dividend Reserve"). The Company has no intention to propose any distribution from the Special Voting Shares Dividend Reserve.

The Company refers to the 2019 Annual Report for a further description of the dividend policy

2c. *Remuneration report 2019 (advisory voting)*

Pursuant to article 2:135b subsection 2 of the Dutch Civil Code, the Remuneration Report 2019 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 directors' remuneration report for 2019 is contained in the Company's Annual Report 2019 and is available on the Company's website at the following link: https://www.fcagroup.com/en-US/investors/financial_regulatory/financial_reports/files/FCA_NV_2019_Annual_Report.pdf For further details please refer to the "Remuneration Report" section of the Annual Report.

The remuneration report for 2019 will be discussed. Pursuant to new legislation shareholders may render an advisory vote regarding the remuneration report. Shareholders can either vote in favor of, or against, a positive advice with respect to the remuneration report. Any votes “against” will qualify as a negative advice. The results of the voting will be regarded as an advisory – non-binding – vote with respect to the remuneration report for 2019 and in the remuneration report for 2020 the Company will explain how the voting by the shareholders in this Annual General Meeting of Shareholders has been taken into account.

2d. Adoption of the 2019 Annual Accounts (voting)

The Company’s 2019 Annual Accounts have been drawn up by the Board of Directors and audited by Ernst & Young Accountants LLP, the Netherlands, who have issued an unqualified opinion. It is proposed that the 2019 Annual Accounts be adopted by the General Meeting of Shareholders.

2e. Approval of the 2019 dividend (voting)

Subject to the adoption of the 2019 Annual Accounts (including the consolidated and statutory financial statements) by the General Meeting of Shareholders and in accordance with article 23 of the Company’s articles of association, the Board of Directors recommends a dividend payment from the profits shown in the 2019 Annual Accounts on the Company’s common shares of EUR 0.70 per common share. This results in a total dividend for the financial year 2019 of approximately EUR 1.1 billion (equivalent to approximately USD 1.2 billion, translated at the exchange rate reported by the European Central Bank on March 2, 2020). The dividend will be fully paid in cash.

If the proposed dividend is approved by the shareholders, the expected calendar for both the Company’s New York Stock Exchange-listed common shares and *Mercato Telematico Azionario*-listed common shares is as follows: (i) ex-date April 20, 2020, (ii) record date April 21, 2020, and (iii) payment date May 5, 2020.

The balance between the total amount of the dividend distribution for the financial year 2019 and the full amount of profits shown in the Company’s 2019 Annual Accounts shall be reserved in order to further fund capital requirements of the Company’s group.

2f. Granting of discharge to the directors in respect of the performance of their duties during the financial year 2019 (voting)

The General Meeting of Shareholders is requested to grant discharge to the executive directors in office in 2019 in respect of the performance of their management duties as such management is apparent from the financial statements or otherwise disclosed to the General Meeting of Shareholders prior to the adoption of the 2019 Annual Accounts and to grant discharge to the non-executive directors in office in 2019 in respect of the performance of their non-executive duties as such performance is apparent from the financial statements or otherwise disclosed to the General Meeting of Shareholders prior to the adoption of the 2019 Annual Accounts.

Item 3: Appointment of the executive directors

3a. Re-appointment of John Elkann (voting)

3b. Re-appointment of Michael Manley (voting)

3c. Re-appointment of Richard K. Palmer (voting)

Article 14.3 of the Company’s articles of association determines that the term of office of the executive directors will expire on the day the first Annual General Meeting of Shareholders is held in the following calendar year, while also allowing the annual re-appointment of its executive directors. All executive directors are eligible and have stated their willingness to accept a re-appointment.

The Board of Directors believes that each of the executive directors seeking re-appointment at the Annual General Meeting of Shareholders continues to contribute significantly to the Company and to perform their duties effectively, and that each of them demonstrates commitment to their respective roles in the Company. Accordingly, the Board of Directors recommends the re-election of John Elkann, Michael Manley and Richard K. Palmer for another annual term as executive directors. The relevant biographical details and curriculum vitae of each nominee is available for inspection at the Company's offices as well as on the Company's website (www.fcagroup.com).

Item 4: Appointment of the non-executive directors

- 4a. *Re-appointment of Ronald L. Thompson (voting)*
- 4b. *Re-appointment of John Abbott (voting)*
- 4c. *Re-appointment of Andrea Agnelli (voting)*
- 4d. *Re-appointment of Tiberto Brandolini d'Adda (voting)*
- 4e. *Re-appointment of Glenn Earle (voting)*
- 4f. *Re-appointment of Valerie A. Mars (voting)*
- 4g. *Re-appointment of Michelangelo A. Volpi (voting)*
- 4h. *Re-appointment of Patience Wheatcroft (voting)*
- 4i. *Re-appointment of Ermenegildo Zegna (voting)*

Article 14.3 of the Company's articles of association determines that the term of office of the non-executive directors will expire on the day the first Annual General Meeting of Shareholders is held in the following calendar year, while also allowing the annual re-appointment of its non-executive directors.

The Board of Directors believes that the contribution and performance of each of the non-executive directors continue to be effective, and that each of them demonstrates commitment to their respective roles in the Company. Upon the recommendation of the Governance and Sustainability Committee, the Board of Directors recommends to the shareholders the re-appointment of Ronald L. Thompson, John Abbott, Andrea Agnelli, Tiberto Brandolini d'Adda, Glenn Earle, Valerie A. Mars, Michelangelo A. Volpi, Patience Wheatcroft, and Ermenegildo Zegna, who have stated their willingness to accept a re-appointment as non-executive directors.

The Board of Directors assessed the following seven candidates as independent: Ronald L. Thompson, John Abbott, Glenn Earle, Valerie A. Mars, Michelangelo A. Volpi, Patience Wheatcroft and Ermenegildo Zegna. Independence was assessed pursuant to both the New York Stock Exchange Listing Standards and the Dutch Corporate Governance Code. The assessment of independence also covered relationships in any of the last three fiscal years between FCA Group and Zegna Group, where Ermenegildo Zegna serves as Chief Executive Officer. In this respect, the Board of Directors believes that Mr. Zegna does not have a personal business relationship with FCA Group and from a financial perspective the business relationships between FCA Group and Zegna Group were below the threshold under the specific rules governing independence pursuant to New York Stock Exchange Listing Standards. These criteria were also applied to assess relationships between FCA Group and Royal Dutch Shell Group, where John Abbott served as a member of the Executive Committee until 31 December 2019.

The relevant biographical details and curriculum vitae of each nominee are available for inspection at the Company's offices as well as on the Company's website (www.fcagroup.com).

Item 5: Appointment of the Independent Auditor

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

Pursuant to article 21 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 auditors 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 2021 Annual General Meeting of Shareholders. 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 2021 Annual General Meeting of Shareholders.

Item 6: Delegation to the Board of Directors of the authority to issue shares in the Company's capital and to limit or exclude pre-emptive rights

6.1 Proposal to designate the Board of Directors as the corporate body authorized to issue common shares and to grant rights to subscribe for common shares as provided for in article 6 of the Company's articles of association (voting)

In accordance with article 6 of the Company's articles of association, it is proposed to designate the Board of Directors as the corporate body authorized to issue common shares in the Company's capital and to grant rights to subscribe for common shares in the Company's capital.

This proposal concerns the extension of the authorization of the Board of Directors as per April 16, 2020 for a period of 18 months and therefore up to and including October 15, 2021, and is limited to (i) 10% of the issued common shares for general corporate purposes as per the date of the 2020 Annual General Meeting of Shareholders (April 16, 2020), which can be used for any and all purposes, plus (ii) an additional 10% of the issued common shares as per such date if the issuance occurs on the occasion of the acquisition of an enterprise or a corporation, or, if such issuance and/or the granting of rights to subscribe for common shares is otherwise necessary in the opinion of the Board of Directors.

The proposed authorization will allow the Board of Directors to be flexible and to respond quickly to circumstances that require the issuance of common shares. It will furthermore enable the Board of Directors to meet any obligations resulting from the Company's equity incentive plans.

Adoption of this proposal by the General Meeting of Shareholders will replace the current authorization of the Board of Directors to issue common shares and to grant rights to subscribe for shares in the Company's capital, which was granted by the General Meeting of Shareholders for a period of eighteen months from April 12, 2019.

6.2 Proposal to designate the Board of Directors as the corporate body authorized to limit or to exclude pre-emption rights for common shares as provided for in article 7 of the Company's articles of association (voting)

In accordance with article 7 of the Company's articles of association, it is proposed to designate the Board of Directors as the corporate body authorized to limit or to exclude pre-emption rights in connection with the issue of and/or the granting of rights to subscribe for common shares in the Company's capital.

This proposal concerns the extension of the authorization of the Board of Directors as per April 16, 2020 for a period of 18 months and therefore up to and including October 15, 2021. The proposed authorization, in combination with the authorization under agenda item 8.1, will enable the Board of Directors to be flexible and to respond quickly to circumstances that require an issue of common shares with or without limited pre-emptive rights. The authorization is limited to the percentages of the capital as described under agenda item 8.1.

In accordance with article 7 of the Company's articles of association, this proposal must be adopted with a majority of at least two thirds of the votes cast if less than one half of the issued share capital is represented at the Annual General Meeting of Shareholders. If one half or more of the issued share capital is represented at the Annual General Meeting of Shareholders, the resolution can be adopted with a simple majority of the votes cast.

Adoption of this proposal by the General Meeting of Shareholders will replace the current authorization of the Board of Directors to exclude or limit pre-emptive rights with respect to common shares, which was granted by the General Meeting of Shareholders for a period of eighteen months from April 12, 2019.

6.3 *Proposal to designate the Board of Directors as the corporate body authorized to issue special voting shares and to grant rights to subscribe for special voting shares up to the maximum aggregate amount of special voting shares as provided for in the Company's authorized share capital as set out in the Company's articles of association, as amended from time to time, as provided for in article 6 of the Company's articles of association (voting)*

In accordance with article 5 of the Company's articles of association, subject to a prior resolution of the Board of Directors, which may set certain terms and conditions, the holder of one or more qualifying common shares will be eligible to hold one special voting share for each such qualifying common share. The foregoing applies to shareholders included in the Company's loyalty register at the 2020 Annual General Meeting of Shareholders.

To enable the Board of Directors to implement article 5 of the Company's articles of association and to meet possible future requests of shareholders who comply with the terms and conditions qualifying for the issuance of such special voting shares and are included in the loyalty shareholders register at the 2020 Annual General Meeting of Shareholders, it is proposed to, in accordance with article 6 of the Company's articles of association, authorize the Board of Directors, as per April 16, 2020 for a period of 18 months and therefore up to and including October 15, 2021, to issue special voting shares in the Company's capital and to grant rights to subscribe for special voting shares up to a maximum aggregate amount of special voting shares as provided for in the Company's authorized share capital as set out in the Company's articles of association, as amended from time to time.

Adoption of this proposal by the General Meeting of Shareholders will replace the current authorization of the Board of Directors to issue special voting shares and to grant rights to subscribe for special voting shares in the Company's capital, which was granted by the General Meeting of Shareholders for a period of eighteen months from April 12, 2019.

Item 7: 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 as specified in article 8 of the Company's articles of association (voting)

The Board of Directors believes that it is beneficial for the Company to have the flexibility to acquire own common shares, *inter alia*, to ensure coverage of equity-based incentive plans by 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 8 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 2020 Annual General Meeting of Shareholders (April 16, 2020) at a purchase price per share between, on the one hand, an amount equal to the par value of the shares and, on the other hand, an amount equal to 110% of the market price of the shares on the New York Stock Exchange and/or the *Mercato Telematico Azionario* (as the case may be); the market price being 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* (as the case may be), for a period of 18 months from the date of the 2020 Annual General Meeting of Shareholders (April 16, 2020) and therefore up to and including October 15, 2021.

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.

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 April 12, 2019. The repurchase of common shares under this agenda item includes depositary receipts thereof.

Item 8: Remuneration Policy

Amendment of the remuneration policy of the Board of Directors (voting)

Upon recommendation of the Compensation Committee of the Board of Directors, it is proposed to amend the remuneration policy, also in order to comply with the Revised Shareholders Rights Directive, recently implemented in Dutch law. The current Remuneration Policy was first adopted in 2014 and then amended in 2017. If adopted, the revised remuneration policy of the Board of Directors will apply as from April 16, 2020.

The proposed amended remuneration policy builds upon the previous remuneration policy. In defining the proposed amended remuneration policy, the Company has taken into account: (1) the identity, mission and values of the Company; (2) applicable statutory requirements; (3) international remuneration market trends; (4) Corporate Governance and Executive Remuneration best practices, including as expressed in the Dutch Corporate Governance Code; (5) the societal context with a specific focus on trends in sustainability; (6) the views of the Board of Directors, senior leaders and all employees of the Company; (7) the internal pay ratio; and (8) the interest of the Company's shareholders.

The objective of the remuneration policy is to provide a compensation structure that allows FCA 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.

The proposed revised remuneration policy of the Board of Directors is available for inspection at the Company's offices as well as on the Company's website (www.fcagroup.com).

Item 9: Special voting shares' terms and conditions

Amendment of the special voting shares' terms and conditions (voting)

As announced on 18 December 2019, the Company and Peugeot S.A. ("PSA") entered into a Combination Agreement providing for a 50/50 merger of their businesses. In the Combination Agreement, the Company and PSA agreed to close the Company's loyalty shareholders register as of the 2020 Annual General Meeting of Shareholders, with new double voting rights accruing only after closing of the envisaged combination and upon completion of a three-year uninterrupted holding period.

As a consequence the special voting shares' terms and conditions need to be revised to suspend the right of any Company's shareholder to register additional shares in the Company's loyalty register until the closing of the envisaged combination. The proposed revised special voting shares' terms and conditions are available at the Company's offices as well as on the Company's website (www.fcagroup.com).

Item 10: Close of meeting

The chairperson of the meeting will close the 2020 Annual General Meeting of Shareholders. Final greetings.

Fiat Chrysler Automobiles N.V., March 4, 2020.

WE ARE NOT ASKING FOR YOUR PROXY. THIS IS NOT A PROXY STATEMENT NOR A SOLICITATION OF PROXIES. THE COMMON SHARES AND SPECIAL VOTING SHARES OF FIAT CHRYSLER AUTOMOBILES N.V. ARE EXEMPT FROM THE PROXY RULES OF THE UNITED STATES SECURITIES EXCHANGE ACT OF 1934, AS AMENDED.

Remuneration Policy

1. Introduction

We are pleased to present the proposed new Remuneration Policy for Fiat Chrysler Automobiles

N.V. (“FCA” and “Company”). The Remuneration Policy has been developed by the Compensation Committee (“Compensation Committee”) of the Board of Directors (“Board”) to, among other things, provide additional information required to fully align with the new 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 2020 Annual General Meeting.

The Remuneration Policy covers 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 Compensation 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 key changes to the Remuneration Policy include clarifying the link to long-term value creation and stating the parameters and limits we follow for each pay program.

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 Compensation 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 Compensation 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.fcagroup.com.

2. Purpose, Vision and Values

Fiat Chrysler Automobiles is a global automotive group engaged in designing, engineering, manufacturing, distributing and selling vehicles, components and production systems worldwide through 102 manufacturing facilities and 46 research and development centers.

FCA aims to create value through our relationships and connections with customers, employees, dealers, suppliers and communities, among others. We recognize that our environmental and social activities affect not only our aspiration to grow the business but also our commitment to positively affect our world.

Emerging trends, evolving consumer attitudes and regulatory requirements influence not only which products and services we develop, but also how we develop them. The Company incorporates the concept of a circular economy into our business approach, focusing on reduction waste in every link in the value chain from vehicle design through production, distribution, use and eventual reuse of materials.

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 FCA 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. FCA's compensation philosophy, aims to provide compensation to its executive directors as outlined below.

Alignment with FCA's 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 the 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 in general, international standards regarding appropriate remuneration.

The Compensation Committee strives to identify a peer group that best reflects all aspects of FCA's business and considers public listing, industry practices, geographic reach, and revenue proximity, with market capitalization considered as a secondary characteristic. 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 that have significant manufacturing and/or engineering operations and a global market presence.

The Compensation Committee reviews each year the compensation peer group and potential compensation peer companies that operate in similar industries and geographies with whom the Company is most likely to compete for talent at the executive level. 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 Compensation 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. The basis of the pay ratio comparison uses the Dutch methodology of average employee compensation.

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:

<u>Element</u>	<u>Purpose</u>	<u>Description</u>
Base Salary	Provides a fixed level of earnings to attract and retain Executive Directors	Base salary is based on scope of job responsibilities, experience of the Executive Director and the competitive market. 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 services agreements do not contemplate automatic base salary increases.
Short Term Incentive – Annual Bonus	To focus on and drive the business priorities company-wide for the current year Motivates executives to achieve performance objectives that are critical to our annual operating and strategic plans	At risk pay, subject to achievement of annually pre-established challenging financial objectives. Threshold, target and upper limit performance and corresponding pay-out levels are set competitively versus peer pay practices for each financial objective. Scenario analyses performed to align short term variable pay to the actual annual operating performance.

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 market 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 2020 and beyond, 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 benefit in order to attract and retain Executive Directors	Benefits that Executive Directors typically receive include personal use of aircraft, company cars, personal home security, tuition reimbursement, medical insurance, accident insurance, tax preparation and financial counselling, and tax equalization

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, operating and financial performance 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.

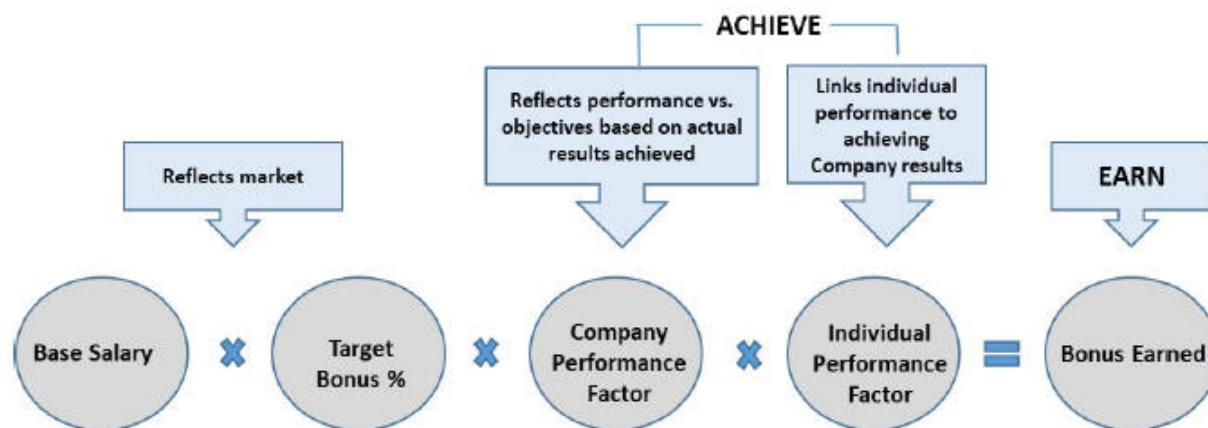
Scenario analyses are carried out annually to examine the relationship between the performance criteria chosen and the possible outcomes for the variable remuneration of the Executive Directors. Such analyses help ensure a strong link between remuneration and performance and serve as a check on whether 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 FCA 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 and CFO are eligible to participate in the annual incentive plan. The Chairman does not participate.

The CEO's and CFO's short-term variable incentive is based on achievement of annual financial objectives proposed by the Compensation 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.



The bonus elements and calculations for the CEO and CFO follow the same philosophy for all Bonus Plan eligible employees, except for the individual performance factor that applies to other bonus eligible employees. When determining the CEO’s and CFO’s annual incentive compensation, the Compensation 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 150% of base salary with a range of 0% of base salary if threshold objectives are not met to a maximum of 300% of base salary for overachievement of objectives. The CFO’s targeted incentive is 100% of base salary with a range of 0% of base salary if threshold objectives are not met to a maximum of 150% 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 Compensation Committee uses to strengthen loyalty to the Company.

All employee equity awards, including those of the Executive Directors, are governed by the Fiat Chrysler Automobiles 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.fcagroup.com.

When determining the Executive Directors long-term incentives, the Compensation 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 450% of base salary, for the CEO it is 625% of base salary to a maximum of 925% of base salary, for the CFO it is 200% of base salary with a maximum of 300% 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

For the CFO’s equity awards:

- 67% of award is performance share units which are linked to approved Company performance goals in line with the Strategic Business Plan
- 33% 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 in 2020 and beyond 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) FCA 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. If upon appointment to the Board, legacy severance benefit arrangements are in place for an Executive Director, these may be respected upon approval of the Compensation Committee. 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, tuition reimbursement, 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. In 2019, the Board approved stock ownership and retention guidelines for Executive Directors. 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 February 21, 2024. For grants made in 2020, 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 (5th) anniversary of the grant date of such award. If upon appointment to the Board, legacy stock ownership and retention guidelines arrangements are in place for an Executive Director, these may be respected upon approval of the Compensation Committee.

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 \$20,000 for the Audit Committee Chairman
- An additional \$5,000 for each member of the Compensation Committee and the Governance Committee and \$15,000 for the Compensation Committee Chairman and the Governance Committee Chairman
- An additional \$25,000 for the lead 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 company-furnished vehicle, rotated semi-annually, and allowances on purchase or lease of Company vehicles.

10. Derogation

The Board may, upon recommendation of the Compensation 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. Deviations shall be aligned with the main objectives of the policy applying a consistent approach.

In general, if upon appointment to the Board, legacy arrangements are in place for an Executive Director which are not in line with this policy, these may be respected upon approval of the Compensation Committee. This also applies to the situation where contractual commitments entered into are at some point no longer in compliance with the policy as a result of changes made thereto after granting of the relevant remuneration component.

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.

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PROPOSED AMENDMENTS TO THE SPECIAL VOTING SHARES TERMS AND CONDITIONS – TO BE VOTED ON AT THE 2020 AGM

**FIAT CHRYSLER AUTOMOBILES N.V.
SPECIAL VOTING SHARES – TERMS AND CONDITIONS**

These terms and conditions will apply to the issuance, allocation, acquisition, holding, repurchase and transfer of special voting and common shares in the share capital of Fiat Chrysler Automobiles N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands, having its official seat in Amsterdam, the Netherlands, and its principal office address at ~~2405 Bath Road, St. James's Street, SLW1-4DX, Slough~~ A 1HA, London, United Kingdom.

1 DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions the following words and expressions shall have the following meanings, except if the context requires otherwise:

<i>Affiliate</i>	with respect to any specified person, any other person who directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified person. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative of the foregoing;
<i>Agent</i>	the bank, depository or trust appointed by the Board from time to time and in relation to the relevant jurisdiction in which Company’s shares are listed for trading. Computershare Trust Company, N.A. and Computershare S.p.A. have each been appointed as the first Agent;
<i>Articles of Association</i>	the articles of association of the Company as in effect from time to time;
<i>Board</i>	the board of directors of the Company;
<i>Broker</i>	the financial institution or broker at which the relevant Shareholder operates his securities account;
<i>Business Day</i>	a calendar day which is not a Saturday or a Sunday or a public holiday in the State of New York, United Kingdom, the Netherlands or any jurisdiction in which the Company’s shares are listed for trading;

Change of Control	has the meaning set out in the Articles of Association;
Change of Control Notification	a notification to be made by a Qualifying Shareholder in respect of whom a Change of Control has occurred, in accordance with the form annexed hereto as Exhibit G;
Common Shares	common shares in the share capital of the Company;
Company	Fiat Chrysler Automobiles N.V., a public company with limited liability (<i>naamloze vennootschap</i>) incorporated under the laws of the Netherlands, having its official seat in Amsterdam, the Netherlands, and its principal office address at 2405 Bath Road, St. James's Street, SLW1-4DX, Slough <u>A 1HA, London</u> , United Kingdom;
Compensation Amount	has the meaning set out in clause 10;
Deed of Allocation	a private deed of allocation (<i>onderhandse akte van toekening</i>) of Special Voting Shares, substantially in the form as annexed hereto as Exhibit B;
Deed of Withdrawal	a private deed of repurchase and transfer (<i>onderhandse akte van inkoop en overdracht</i>) of Special Voting Shares, substantially in the form as annexed hereto as Exhibit D;
De-Registration Form	a form to be completed by a Shareholder requesting to de-register some or all of his Common Shares from the Loyalty Register, substantially in the form as annexed hereto as Exhibit C;
De-Registration Request	has the meaning set out in clause 7.1;
DTC	The Depository Trust Company;
<u>Effective Date</u>	<u>the date on which the cross border statutory merger (<i>grensoverschrijdende juridische fusie</i>) of PSA (as disappearing entity) into the Company becomes effective;</u>
Electing Common Shares	Common Shares registered in the Loyalty Register for the purpose of becoming Qualifying Common Shares in accordance with the Articles of Association;

<i>Election Forms</i>	a form to be completed by a Shareholder requesting the Company to register some or all of his Common Shares in the Loyalty Register, substantially in the form as annexed hereto as Exhibit A;
<i>Fiat</i>	Fiat S.p.A.;
<i>Fiat EGM</i>	the extraordinary general meeting of shareholders of Fiat at which such shareholders approved the Fiat Merger;
<i>Fiat EGM Date</i>	the date on which the Fiat EGM took place;
<i>Fiat Merger</i>	the cross-border statutory merger pursuant to which Fiat (as disappearing entity) has merged into the Company (as surviving entity);
<i>Initial Allocation Procedures</i>	means the procedures pursuant to which the former shareholders of Fiat (including those persons who, through a bank, broker or custodian, were the beneficial owner of ordinary shares in Fiat), have been given the opportunity to opt for an initial allocation of Special Voting Shares upon completion of the Fiat Merger, as such procedures have been described in the merger documentation;
<i>Initial Broker Confirmation Statement</i>	a written statement from a Broker confirming with respect to a Shareholder that such Shareholder has uninterruptedly held one or more common shares in the share capital of Fiat from the record date preceding the Fiat EGM Date up to and including the Merger Execution Date;
<i>Initial Deed of Allocation</i>	a private deed of allocation (<i>onderhandse akte van toekenning</i>) of Special Voting Shares between the Company and an Initial Qualifying Shareholder, substantially in the form as annexed hereto as Exhibit F;
<i>Initial Election Form</i>	a form to be completed by a shareholder of Fiat (including any person who, through a bank, broker or custodian, is the beneficial owner of ordinary shares in Fiat), requesting the Company to register some or all of the Common Shares to be acquired by such person on the occasion and as a result of the Fiat Merger in the Loyalty Register and applying for a corresponding number of Special Voting Shares, substantially in the form as annexed hereto as Exhibit E;

<i>Initial Qualifying Shareholders</i>	has the meaning set out in clause 6.1;
<i>Loyalty Intermediary Account</i>	any securities account designated by the Company for the purpose of keeping in custody the Common Shares registered in the Loyalty Register;
<i>Loyalty Register</i>	has the meaning set out in the Articles of Association;
<i>Loyalty Transferee</i>	has the meaning set out in the Articles of Association;
<i>Merger Execution Date</i>	the date on which the notarial deed in respect of the Fiat Merger was executed;
<i>MT</i>	Monte Titoli S.p.A., the Italian central securities depository;
<i>Power of Attorney</i>	a power of attorney pursuant to which a Shareholder irrevocably authorizes and instructs the Agent to represent such Shareholder and act on such Shareholder's behalf in connection with any issuance, allocation, acquisition, transfer and/or repurchase of any Special Voting Shares and/or Common Shares in accordance with and pursuant to these Terms and Conditions, as referred to in clauses 4.3 <u>4.4</u> and 6.1.

[PSA](#)

[Peugeot S.A.;](#)

Qualifying Common Shares

with respect to any Shareholder, (i) the number of Common Shares that has pursuant to the Initial Allocation Procedures, been allocated to such Shareholder and registered in the Loyalty Register on the occasion of the Fiat Merger and continue to be so registered in the name of such Shareholder or its Loyalty Transferee(s) and (ii) the number of Electing Common Shares that has for an uninterrupted period of at least three (3) years, been registered in the Loyalty Register in the name of such Shareholder or its Loyalty Transferee(s) and continue to be so registered. For the avoidance of doubt, it is not necessary that specific Common Shares satisfy the requirements as referred to under (i) and (ii) in order for a number of Common Shares to qualify as Qualifying Common Shares; accordingly, it is permissible for Common Shares to be substituted into the Loyalty Register for different Common Shares without affecting the total number of Qualifying Common Shares or the total number of Common Shares that would become Qualifying Common Shares after an uninterrupted period of at least three (3) years after registration in the Loyalty Register, held by the Shareholder or its Loyalty Transferee(s);

Qualification Date

has the meaning as set out in clause 5.1;

Qualifying Shareholder

a holder of one or more Qualifying Common Shares;

Reference Price

the average closing price of a Common Share on the New York Stock Exchange calculated on the basis of the period of 20 trading days prior to the day of the breach as referred to in clause 10 or, if such day is not a Business Day, the preceding Business Day;

Regular Trading System

the system maintained and operated by DTC or the direct registration system maintained by the Agent, as applicable;

Request

has the meaning as set out in clause 4.1;

Shareholder

a holder of one or more Common Shares;

Special Voting Shares

special voting shares in the share capital of the Company;

Terms and Conditions

the terms and conditions established by this deed as they currently read and may be amended from time to time.

1.2 In these Terms and Conditions, unless the context requires otherwise:

- (a) references to a **person** shall be construed so as to include any individual, firm, legal entity (wherever formed or incorporated), governmental entity, joint venture, association or partnership;
- (b) the headings are inserted for convenience only and shall not affect the construction of this agreement;
- (c) the singular shall include the plural and *vice versa*;
- (d) references to one gender include all genders; and
- (e) references to times of the day are to local time in the relevant jurisdiction unless otherwise stated.

2 PURPOSE OF SPECIAL VOTING SHARES

The purpose of the Special Voting Shares is to reward long-term ownership of Common Shares and to promote stability of the Company's shareholder base.

3 ROLE OF AGENT

- 3.1 The Agent shall on behalf of the Company manage, organize and administer the Loyalty Register and process the issuance, allocation, acquisition, sale, repurchase and transfer of Special Voting Shares and the transfer of Common Shares in accordance with these Terms and Conditions. In this respect, the Agent will represent the Company and process and sign on behalf of the Company all relevant documentation in respect of the Loyalty Intermediary Account, the Loyalty Register, the Special Voting Shares and the Common Shares, including - without limitation - deeds, confirmations, acknowledgements, transfer forms and entries in the Company's register of shareholders.
- 3.2 In accordance with the Power of Attorney (as referred to in clause [4.34](#)), the Agent shall accept instructions from Shareholders to act on their behalf in connection with the issuance, allocation, acquisition, sale, repurchase and transfer of Special Voting Shares and the transfer of Common Shares in accordance with these Terms and Conditions.

3.3 The Board shall ensure that up-to-date contact details of the Agent will be published on the Company's corporate website.

4 APPLICATION FOR SPECIAL VOTING SHARES - LOYALTY REGISTER

4.1 A Shareholder may at any time opt to become eligible for Special Voting Shares by requesting the Agent, acting on behalf of the Company, to register all or some of his Common Shares in the Loyalty Register. Such a request (a **Request**) will need to be made by the relevant Shareholder through its Broker, by submitting (i) a duly completed Election Form and (ii) a confirmation from the relevant Shareholder's Broker that such Shareholder holds title to the number of Common Shares included in the Request.

4.2 During the period starting the day after the annual general meeting of the Company held on [16 April] 2020 until the Effective Date, no Shareholder may make a Request and the Agent, acting on behalf of the Company, may not register any additional Common Shares in the Loyalty Register as set out in clause 4.1. For the avoidance of doubt, Common Shares registered in the Loyalty Register on or before [16 April] 2020 need not be deregistered from the Loyalty Register and, with respect to such Common Shares, the period following [16 April] 2020 shall continue to be counted for the purposes of clause 5.

4.3 ~~4.2~~ In respect of any number of Common Shares which are registered in the direct registration system maintained by the Agent, a Request may also be made by a Shareholder directly to the Agent, acting on behalf of the Company (i.e. not through the intermediary services of a Broker), provided, however, that the Agent may in such case set additional rules and procedures to validate any such Request, including - without limitation - the verification of the identity of the relevant Shareholder, the evidence with respect to such Shareholder's title to the number of Common Shares, included in the Request and the authenticity of such Shareholder's submission.

4.4 ~~4.3~~ Together with the Election Form, the relevant Shareholder must submit a duly signed Power of Attorney, irrevocably instructing and authorizing the Agent to act on his behalf and to represent him in connection with the issuance, allocation, acquisition, sale, transfer and repurchase of Special Voting Shares and the transfer of a designated number of Common Shares from the Regular Trading System or to the Loyalty Intermediary Account (as applicable), and *vice versa*, in accordance with and pursuant to these Terms and Conditions, and to sign on behalf of the relevant Shareholder all relevant documentation in respect of the Loyalty Intermediary Account, the Loyalty Register, the Special Voting Shares and the Common Shares, including - without limitation - deeds, confirmations, acknowledgements, transfer forms and entries in the Company's register of shareholders.

4.5 ~~4.4~~ The Company and the Agent may establish an electronic registration system in order to allow for the submission of Requests by email or other electronic means of communication. The Company will publish the procedure and details of any such electronic facility, including registration instructions, on its corporate website.

4.6 ~~4.5~~ Upon receipt of the Election Form, the Broker confirmation, if applicable, as referred to in clause 4.1 and the Power of Attorney, the Agent will examine the same and use its reasonable efforts to inform the relevant Shareholder, through his Broker, as to whether the Request is accepted or rejected (and, if rejected, the reasons why) within ten Business Days of receipt of the above-mentioned documents. The Agent may reject a Request for reasons of incompleteness or incorrectness of the Election Form, the Power of Attorney or the Broker confirmation, if applicable, as referred to in clause 4.1 or in case of serious doubts with respect to the validity or authenticity of such documents. If the Agent requires further information from the relevant Shareholder in order to process the Request, then such Shareholder shall provide all necessary information and assistance required by the Agent in connection therewith.

4.7 ~~4.6~~ If the Request is accepted, then the designated number of Common Shares will be taken out of the Regular Trading System or transferred to the Loyalty Intermediary Account (as applicable) and will be registered in the Loyalty Register in the name of the requesting Shareholder (and not in the name of any custodian, Broker, bank or nominee).

4.8 ~~4.7~~ Without prejudice to clause ~~4.8~~4.9, the transfer of Common Shares from the Regular Trading System or to the Loyalty Intermediary Account (as applicable) and the registration of Common Shares in the Loyalty Register will not affect the nature of such shares, nor any of the rights attached thereto. All Common Shares will continue to be part of the class of common shares in which they were issued, and any stock exchange listing or registration with the U.S. Securities and Exchange Commission shall continue to apply to such shares. All Common Shares shall be identical in all respects.

4.9 ~~4.8~~ Once any number of Common Shares is included in the Loyalty Register by a Shareholder:

- (a) such Shareholder shall not, directly or indirectly, sell, dispose of, trade or transfer such number of Common Shares, or otherwise grant any right or interest therein (other than to a Loyalty Transferee of such Shareholder);
- (b) such Shareholder may create or permit to exist any pledge, lien, fixed or floating charge or other encumbrance over such Common Shares or any interest in any such Common Shares, provided that the voting rights in respect of such Common Shares remain with such Shareholder at all times; and

- (c) such Shareholder wanting to, directly or indirectly, sell, dispose of, trade or transfer such number of Common Shares (other than to a Loyalty Transferee), or create or permit to exist any pledge, lien, fixed or floating charge or other encumbrance over such Common Shares or any interest in any such Common Shares without maintaining the voting rights in respect of such Common Shares, will need, either directly or through such Shareholder's Broker pursuant to a power of attorney, to submit a De-Registration Request as referred to in clause 7.1.

4.10 ~~4.9~~ In addition to the procedures referred to in clauses 3.1 and ~~4.34.4~~, the Company and the Agent will establish a procedure with DTC and MT to facilitate the transfer of Common Shares in accordance with these Terms and Conditions.

5 ALLOCATION OF SPECIAL VOTING SHARES

- 5.1 As per the date on which a number of Common Shares has been registered in the Loyalty Register in the name of one and the same Shareholder or a Loyalty Transferee of such Shareholder for an uninterrupted period of three years (the **Qualification Date**), such number of Common Shares will become Qualifying Common Shares and the holder thereof will be entitled to receive one Special Voting Share in respect of each of such Qualifying Common Shares and therefore any transfer of such number of Common Shares between such Shareholder and any Loyalty Transferee shall not be deemed to interrupt the three year period referred to in this clause 5.1.
- 5.2 On the Qualification Date, the Agent will, on behalf of both the Company and the relevant Qualifying Shareholder, process the execution of a Deed of Allocation pursuant to which such number of Special Voting Shares will be allocated to the Qualifying Shareholder as will correspond to the number of newly Qualifying Common Shares.
- 5.3 Any allocation of Special Voting Shares to a Qualifying Shareholder will be effectuated for no consideration (*om niet*) and be subject to these Terms and Conditions. The par value of newly issued Special Voting Shares will be funded out of, and debited to, the part of the reserves of the Company that is labelled "Special Capital Reserve".

6 INITIAL ALLOCATION PROCEDURES

- 6.1 In addition to the registration and allocation procedures set out in clauses 4 and 5, Special Voting Shares will be allocated on the occasion of the Fiat Merger to former shareholders of Fiat (including those persons who, through a bank, broker or custodian, were the beneficial owner of ordinary shares in any such entity) who have complied with the requirements of the Initial Allocation Procedures (Initial Qualifying Shareholders), including (i) the requirement to hold the relevant ordinary shares in the share capital of Fiat from the record date for the Fiat EGM up to the Merger Execution Date, (ii) the requirement to have been present or represented (by proxy) at the Fiat EGM (without regard to how such former shareholders of Fiat voted their shares at the Fiat EGM), (iii) the requirement to submit a duly completed Initial Election Form no later than 15 Business Days after the Fiat EGM, which contains a Power of Attorney and not to have withdrawn such election and (iv) the requirement to submit an Initial Broker Confirmation Statement on or prior to the Merger Execution Date.
- 6.2 The Common Shares to be acquired by Initial Qualifying Shareholders on the occasion and as a result of the Fiat Merger will be held in the Loyalty Intermediary Account and registered in the Loyalty Register immediately after completion of the Fiat Merger, in accordance with the Initial Allocation Procedures. Following such registration, each Initial Qualifying Shareholder shall be entitled to such number of Special Voting Shares as correspond to the number of Common Shares registered in the name of such Initial Qualifying Shareholder in the Loyalty Register.
- 6.3 The allocation of Special Voting Shares to Initial Qualifying Shareholders will be carried out by the Agent on behalf of and as hereby authorized by both the Company and the Initial Qualifying Shareholders, by execution of an Initial Deed of Allocation. For the avoidance of doubt, any allocation of Special Voting Shares to Initial Qualifying Shareholders will be carried out for no consideration (*om niet*) and will be subject to these Terms and Conditions. The nominal value of newly issued Special Voting Shares will be funded out of, and debited to, the part of the reserves of the Company that is labelled "Special Capital Reserve".

7 DE-REGISTRATION – WITHDRAWAL OF SPECIAL VOTING SHARES

- 7.1 A Shareholder with Common Shares registered in the Loyalty Register may at any time request the Agent acting on behalf of the Company to de-register some or all of such Common Shares registered in the Loyalty Register and, to the extent that the relevant Common Shares are held outside the Regular Trading System, to transfer such Common Shares back to the Regular Trading Register. Such a request (a ***De-Registration Request***) must be made by the relevant Shareholder through its Broker, by submitting a duly completed De-Registration Form.

- 7.2 A De-Registration Request may also be made by a Shareholder directly to the Agent acting on behalf of the Company (i.e. not through the intermediary services of a Broker); provided, however, that the Agent may in such case set additional rules and procedures to validate any such De-Registration Request, including - without limitation - the verification of the identity of the relevant Shareholder and the authenticity of such Shareholder's submission.
- 7.3 By means of and immediately upon a Shareholder submitting the De-Registration Form, such Shareholder shall have waived all rights to cast any votes that accrue to the Special Voting Shares concerned in the De-Registration Form.
- 7.4 Upon receipt of the duly completed De-Registration Form, the Agent will examine the same and procure that such number of Common Shares as specified in the De-Registration Form will be transferred from the Loyalty Intermediary Account, or, if the relevant Common Shares are held outside the Regular Trading System, to the Regular Trading System, as promptly as practicable, but in any event within three Business Days of receipt of the De-Registration Form.
- 7.5 Upon de-registration from the Loyalty Register, such Common Shares will no longer qualify as Electing Common Shares or Qualifying Common Shares, as the case may be, and the holder of the relevant shares will no longer be entitled to hold a corresponding number of Special Voting Shares allocated in respect of any such Common Shares which qualify as Qualifying Common Shares and will be bound to offer and transfer such number of Special Voting Shares to the Company, and the Company will accept and acquire such number of Special Voting Shares, for no consideration (*om niet*).
- 7.6 The offering and transfer of the Special Voting Shares referred to in clause 7.5 by the relevant Shareholder to the Company and the repurchase and acquisition of such shares by the Company will be processed by the Agent on behalf of both the Company and the relevant Shareholder, by execution of a Deed of Withdrawal.
- 7.7 Upon completion of the repurchase of Special Voting Shares as referred to in clauses 7.5 and 7.6, the Company may proceed with the withdrawal and cancellation of such shares or, alternatively, continue to hold such shares as treasury stock until their disposal in accordance with the Articles of Association and these Terms and Conditions.
- 7.8 If the Company determines (in its discretion) that a Shareholder has taken any action a principal purpose of which is to avoid the application of clause ~~4.8~~4.9 under (a) or (b) regarding transfer restrictions, clause 8 regarding transfer restrictions or clause 9 regarding a Change of Control of such Shareholder, the Company may instruct the Agent to transfer such Shareholder's number of Common Shares registered in the Loyalty Register from the Loyalty Intermediary Account, or, if the relevant Common Shares are held outside the

Regular Trading System, to the Regular Trading System and such Shareholder shall immediately be deemed to have (i) waived all rights to cast any votes that accrue to any Special Voting Shares allocated in respect of such number of Common Shares and (ii) transferred such Special Voting Shares allocated in respect thereof to the Company for no consideration (*om nief*).

- 7.9 For the avoidance of doubt, no Shareholder required to transfer Special Voting Shares pursuant to clause 7.5 or clause 7.8 shall be entitled to any purchase price referred to in the articles 5.5 or 13.5 of the Articles of Association for such Special Voting Shares and each Shareholder waives its rights in that respect, which waiver the Company hereby accepts and authorizes the Agent to take any and all actions in respect of the Common Shares and Special Voting Shares to give effect to the Terms and Conditions.

8 TRANSFER RESTRICTIONS

- 8.1 In view of the purpose of the Special Voting Shares (as set out in clause 2) and the obligation of a Shareholder to re-transfer his Special Voting Shares to the Company as referred to in clauses 7.5, 7.8 and 9, no Shareholder shall, directly or indirectly:

- (a) sell, dispose of or transfer any Special Voting Share or otherwise grant any right or interest therein; or
- (b) create or permit to exist any pledge, lien, fixed or floating charge or other encumbrance over any Special Voting Share or any interest in any Special Voting Share.

Notwithstanding the foregoing, upon any transfer of Qualifying Common Shares to a Loyalty Transferee in accordance with the terms hereof, the associated Special Voting Shares shall also be transferred to such Loyalty Transferee.

9 CHANGE OF CONTROL

- 9.1 Upon the occurrence of a Change of Control in respect of a Qualifying Shareholder or a Shareholder with Common Shares registered in the Loyalty Register, such Shareholder must promptly notify the Agent and the Company thereof, by submitting a Change of Control Notification, and must make a De-Registration Request as referred to in clauses 7.1 and 7.2.
- 9.2 The procedures described in clauses, 7.3, 7.4, 7.5, 7.6, 7.7 and 7.9 will apply accordingly to the De-Registration Request submitted pursuant to clause 9.1.

9.3 Notwithstanding that the Agent and the Company have not received a Change of Control Notification, upon the Company becoming aware that a Change of Control has occurred, the Company may provide the Agent with notice thereof and instruct the Agent to transfer such Shareholder's shares registered in the Loyalty Register from the Loyalty Intermediary Account, or, if the relevant Common Shares are held outside the Regular Trading System, to the Regular Trading System, in which case the procedures of clauses 7.8 and 7.9 will apply *mutatis mutandis*.

10 BREACH, COMPENSATION PAYMENT

- 10.1 In the event of a breach of any of the covenants set out in clauses ~~4.8~~4.9, 7.3, 7.5, 8.1 and 9.1, the relevant Shareholder shall without prejudice to the Company's right to request specific performance, be bound to pay to the Company an amount equal to the Reference Price multiplied by the number of Special Voting Shares that are affected by the relevant breach (the **Compensation Amount**).
- 10.2 The above-mentioned obligation to pay the Compensation Amount shall constitute a penalty clause (*boetebeding*) as referred to in article 6:91 of the Dutch Civil Code. The Compensation Amount payment shall be deemed to be in lieu of, and not in addition to, any liability (*schadevergoedingsplicht*) of the relevant Shareholder towards the Company in respect of the relevant breach - so that the provisions of this clause 10 shall be deemed to be a "liquidated damages" clause (*schadevergoedingsbeding*) and not a "punitive damages" clause (*strafbeding*).
- 10.3 The provisions of article 6:92, paragraphs 1 and 3 of the Dutch Civil Code shall, to the maximum extent possible, not apply.

11 LOYALTY REGISTER

The Agent, acting on behalf of the Company, shall keep the Loyalty Register up to date.

12 AMENDMENT OF THESE TERMS AND CONDITIONS

- 12.1 These Terms and Conditions have been established by the Board on 10 October 2014, have been amended by the Board on 25 February 2020 and have been approved by the general meeting of shareholders of the Company on [~~10 October~~ April] 201420.
- 12.2 These Terms and Conditions may be amended pursuant to a resolution by the Board, provided, however, that any amendment that is not merely technical and is material to Shareholders that are registered in the Loyalty Register, will be subject to the approval of the general meeting of shareholders of the Company unless such amendment is required to ensure compliance with applicable law or regulations or the listing rules of any securities exchange on which the Common Shares are listed.

12.3 Any amendment of the Terms and Conditions shall require a private deed to that effect.

12.4 The Company shall publish any amendment of these Terms and Conditions on the Company's corporate website and notify the Qualifying Shareholders of any such amendment through their Brokers.

13 COSTS

All costs of the Agent in connection with these Terms and Conditions, any Power of Attorney and any Initial Deed of Allocation, Deed of Allocation and Deed of Withdrawal, shall be for the account of the Company. Any other costs shall be for the account of the relevant Shareholder.

14 GOVERNING LAW, DISPUTES

14.1 These Terms and Conditions are governed by and construed in accordance with the laws of the Netherlands.

14.2 Any dispute in connection with these Terms and Conditions and/or the Special Voting Shares and/or Common Shares and/or Qualifying Common Shares will be brought before the courts of Amsterdam, the Netherlands.

EXHIBIT A

ELECTION FORM

- Election Form with regard to Common Share traded on New York Stock Exchange (NYSE)
- Election Form with regard to Common Share traded on Mercato Telematico Azionario (MTA)

●
PO BOX ●

Date:

Company: Fiat Chrysler Automobiles N.V.

Registration:

Holder Account:

Number:

Document I.D.:

Our Reference:

Dear Shareholder:

Please read, complete and sign this **Election Form** in accordance with the instructions contained herein, to elect to receive special voting shares in the capital of Fiat Chrysler Automobiles N.V. (the **Company**).

This Election Form should be read in conjunction with the Special Voting Shares Terms and Conditions, which documentation is available on the investor relations page on the corporate website of the Company www.●.com.

Please send the completed Election Form to:

Computershare

PO Box ●

●

By submitting this Election Form you are hereby requesting to obtain special voting shares in the share capital of the Company.

If you do not correctly complete this Election Form or if this Election Form is not received by Computershare, the common shares in the share capital of the Company for which you elect registration will not be registered in the loyalty register of the Company.

Questions can be directed to toll free within the US: [855-807-3164] or outside the US: [732-491-0514]. Our telephone representatives are available on business days between the hours of 8:30 a.m. and 5:00 p.m. EST. Our automated phone system is available 24 hours a day, 7 days a week, but it is only appropriate for getting routine information.

Sincerely,

Service Representative

Enclosure: Election form (Form code)

**ELECTION FORM
FOR THE REGISTRATION OF COMMON SHARES IN THE SHARE CAPITAL OF
FIAT CHRYSLER AUTOMOBILES N.V. (THE 'COMPANY')
ON THE UNITED STATES LOYALTY REGISTER**

Return this completed Election Form accompanied by your DRS Statement to:

Computershare
P.O. Box ●
●

Registered Owner:
Registered Owner Address:
Account Number:
Issue ID:

NUMBER OF COMMON SHARES IN THE SHARE CAPITAL OF THE COMPANY FOR WHICH YOU ELECT TO RECEIVE SPECIAL VOTING SHARES IN THE SHARE CAPITAL OF THE COMPANY

Please print the number of common shares in the share capital of the Company held in your name as to which you elect to be registered in the loyalty register (the **Loyalty Register**) of the Company.

Number of common shares: _____ (the Electing Common Shares).
--

If this form is completed improperly, then such holder(s) will not be considered to have made a proper election.

If the Electing Common Shares are currently held with a broker in DTC the broker must first withdraw the Electing Common Shares from DTC and register the Electing Common Shares in the shareholder's name. The shareholder will be sent a DRS statement. The shareholder must then send the DRS statement and this completed election form to Computershare Inc.

If the number of Electing Common Shares is less than the number of common shares in the share capital of the Company in your account a new DRS statement will be generated reflecting the transaction.

DECLARATION AND POWER OF ATTORNEY

By returning this Election Form, duly completed, you irrevocably and unconditionally:

- (a) agree to be bound by the Special Voting Shares Terms and Conditions, as published on the Company's website; and
- (b) authorize and instruct Computershare Inc. to represent you and act on your behalf in connection with any issuance, allocation, acquisition, transfer and/or repurchase of any special voting share in the capital of the Company and the registration in the Loyalty Register and the Company's shareholders' register of the Electing Common Shares in the name of the shareholder in accordance with and pursuant to the Special Voting Shares Terms and Conditions.

GOVERNING LAW, DISPUTES

This Election Form is governed by and construed in accordance with the laws of the Netherlands. Any dispute in connection with this Election Form will be brought before the courts of Amsterdam, the Netherlands.

DIRECTION TO DIRECTLY REGISTER COMMON SHARES IN THE SHARE CAPITAL OF THE COMPANY UPON ELECTION

The Electing Common Shares as to which registration in the Loyalty Register is requested and the special voting shares in the share capital of the Company WILL NOT be DTC eligible. All such Electing Common Shares and special voting shares in the share capital of the Company will be uncertificated and registered only in the books of the Company in accordance with the instructions below. A statement of holdings will be sent to the Loyalty Register shareholder.

Signature of holder(s)

Capacity if applicable

Name of holder(s)

Date

This form must be signed by the registered holder(s) exactly as such name(s) appear on the Company's shareholder register. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, please provide the necessary documentation and information above, including full title.

Return this completed Election Form accompanied by your DRS Statement to:

Computershare

P.O. Box ●

●

ELECTION FORM
FOR THE REGISTRATION OF COMMON SHARES IN THE SHARE CAPITAL OF
FIAT CHRYSLER AUTOMOBILES N.V. (THE 'COMPANY')
IN THE LOYALTY REGISTER (ITALIAN BRANCH)

To: Computershare S.p.A., [Via Nizza 262/73, Torino, Italy,] as Agent for the Company.
To be advanced by fax: ● or by e-mail to “●”.

Disclaimer

This Election Form shall be completed and signed in accordance with the instructions contained herein, to elect to receive special voting shares (the **Special Voting Shares**) in the share capital of the Company.

This Election Form should be read in conjunction with the Special Voting Shares - Terms and Conditions, which documentation is available on the corporate website of the Company (www.●.com).

By submitting this Election Form duly completed and signed to the Agent above, you are hereby electing to obtain Special Voting Shares and the common shares (the **Common Shares**) in the share capital of the Company for which you elect registration will be registered in the loyalty register (the **Loyalty Register**) of the Company.

1. Data of electing shareholder who requests registration of his Common Shares in the Loyalty Register (Italian Branch) in order to receive Special Voting Shares

Name and surname or Corporate name _____	
Date of birth ___/___/___	Place of birth _____ Tax code _____
Address or registered seat _____	
Tel. _____	E-mail _____ (the Electing Shareholder).
(if the signing party acts on behalf of the Electing Shareholder, please fill in the following table including data relating to the signing party)	
Name and surname _____ In the quality of _____	
Date of birth ___/___/___	Place of birth _____
Tel. _____	E-mail _____

2. Number of Common Shares in relation to which the registration in the Loyalty Register is requested in order to receive Special Voting Shares

No. of Common Shares _____	Average book value (for Italian residents tax purpose) _____
Depository intermediary _____	Security Account no. _____
Reference for payment of dividends (bank) _____	
IBAN _____	BIC/SWIFT Code _____

3. Declaration and power of attorney

The Electing Shareholder, through the transmission of this Election Form, duly completed, irrevocably and unconditionally:

a) agrees to be bound by the Special Voting Shares Terms and Conditions, published on the Company's website;

b) authorizes and irrevocably instructs Computershare S.p.A. as Agent who acts also on behalf of the Company, to represent the Electing Shareholder and acts on his/her/its behalf in connection with any issuance, allocation, acquisition, transfer and/or repurchase of any Special Voting Share, the transfer of the Common Shares to the Loyalty Intermediary Account (as defined in the Special Voting Shares Terms and Conditions) and the registration in the Loyalty Register in the name of the Electing Shareholder of the Common Shares as to which such registration is requested in accordance with and pursuant to the Special Voting Shares Terms and Conditions;

c) accepts that the Special Voting Shares will be uncertificated and registered only in the books of the Company.

4. Governing law and disputes

This Election Form is governed by and construed in accordance with the laws of the Netherlands. Any dispute in connection with this Election Form will be brought before the courts of Amsterdam, the Netherlands, as provided by Special Voting Shares Terms and Conditions.

The Electing Shareholder

(signature) _____

5. Depository intermediary

The depositary intermediary:

a) confirms the number of Common Shares owned by the Electing Shareholder at the date of this Election Form;

b) accepts that the Common Shares will be registered in the Loyalty Intermediary Account managed by the Company and the Special Voting Shares will be uncertificated and registered only on the books of the Company.

Tel. _____ e-mail _____

The Depositary Intermediary

(Stamp and signature)

EXHIBIT B

DEED OF ALLOCATION

[insert date]

PRIVATE DEED OF ALLOCATION

relating to the allocation of special voting shares in the capital of
FIAT CHRYSLER
AUTOMOBILES N.V.

PRIVATE DEED OF ALLOCATION OF SPECIAL VOTING SHARES IN THE CAPITAL OF FIAT CHRYSLER AUTOMOBILES N.V. ON ACCOUNT OF THE SPECIAL CAPITAL RESERVE

dated [*]

PARTIES:

- (1) [[insert name], a company [organised/incorporated] under the laws of [*], having its office address [*] (the **Shareholder**)] [OR] [[insert first name, last name], born in [city, country] on [date], residing at [address] (the **Shareholder**)]; and
- (2) Fiat Chrysler Automobiles N.V., a company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands having its official seat in Amsterdam, the Netherlands, and its office address at ~~240 Bath Road, SL1 4DX, Slough~~ 25 St. James's Street, SW1A 1HA, London, United Kingdom, (the **Company**).

WHEREAS:

(A) This deed concerns an issue of Special Voting Shares in the share capital of the Company as described in clause 5 of the terms and conditions with respect to the special voting shares published on the website of the Company (www.fcagroup.com) (the **Special Voting Shares Terms and Conditions**). Capitalized terms used but not defined in this deed will have the meaning as set out in the Special Voting Shares Terms and Conditions.

(B) [*] [(*)] of the Shareholder's Common Shares have been registered in the Loyalty Register for an uninterrupted period of three (3) years in accordance with clause 5.1 of the Special Voting Shares Terms and Conditions and therefore such Common Shares have become Qualifying Common Shares as per this date.

(C) Pursuant to this deed, the Company now wishes to issue [*] [(*)] Special Voting Shares to the Shareholder (the **Shareholder Special Voting Shares**) in respect of such Shareholder's Qualifying Common Shares.

(D) On [*], the board of directors of the Company resolved in a resolution (the **Resolution**) to issue [*] [(*)] Special Voting Shares in the capital of the Company, with a nominal value of one euro cent (€ 0.01) each for the purposes of the allocation of Special Voting Shares.

(E) The Company and the Shareholder will hereby effect the issue of the Shareholder Special Voting Shares on the terms set out below.

IT IS AGREED:

1. ISSUE

1.1 The Company hereby issues the Shareholder Special Voting Shares to the Shareholder on the terms set out in the Special Voting Shares Terms and Conditions, the Resolution and in this deed. The Shareholder hereby accepts the Shareholder Special Voting Shares from the Company.

1.2 The Company shall register the Shareholder Special Voting Shares in its shareholders' register. No share certificates shall be issued for the Shareholder Special Voting Shares.

1.3 The Company shall make note of this issuance in the Loyalty Register.

2. OBLIGATION TO PAY

The Shareholder Special Voting Shares are issued at par and therefore against an obligation to pay in the aggregate of [€0.01 x the Shareholder Special Voting Shares] euro (€ [*]) and will be fully paid up in cash on account of the special capital reserve of the Company.

3. RESCISSION

The Company and the Shareholder waive their right to rescind the agreement contained in this deed or to demand rescission thereof in accordance with Section 6:265 of the Dutch Civil Code.

4. GOVERNING LAW

This deed shall be governed by, and interpreted in accordance with, the laws of the Netherlands.

EXHIBIT C

DE-REGISTRATION FORM

- De-Registration Form with regard to Common Shares registered through Computershare Trust Company N.A.
- De-Registration Form with regard to Common Shares registered through Computershare S.p.A. (previously named Servizio Titoli S.p.A.)

●
PO BOX ●

●

Date:

Company: Fiat Chrysler Automobiles N.V.

Registration:

Holder Account:

Number:

Document I.D.:

Our Reference:

Dear Shareholder:

Please read, complete and sign this De-Registration Form in accordance with the instructions contained herein, to request de-registration of your common shares in the share capital of Fiat Chrysler Automobiles N.V. (the Company) registered in the loyalty register of the Company.

This De-Registration Form should be read in conjunction with the Special Voting Shares Terms and Conditions, which documentation is available on the investor relations page on the corporate website of the Company www.●.com.

Please send the completed De-Registration Form to: Computershare

PO Box ●

●

Questions can be directed to toll free within the US: [855-807-3164] or outside the US: [732-491-0514]. Our telephone representatives are available on business days between the hours of 8:30 a.m. and 5:00 p.m. EST. Our automated phone system is available 24 hours a day, 7 days a week, but it is only appropriate for getting routine information.

Sincerely,

Service Representative

Enclosure: De-Registration form (Form code)

**DE-REGISTRATION FORM
RELATING TO A REQUEST FOR DE-REGISTRATION OF
COMMON SHARES IN THE SHARE CAPITAL OF
FIAT CHRYSLER AUTOMOBILES N.V. (THE 'COMPANY')
FROM THE LOYALTY REGISTER**

Return this completed De-Registration Form to:

Computershare
P.O. Box ●
●

Registered Owner:
Registered Owner Address:
Account Number:
Issue ID:

NUMBER OF COMMON SHARES IN THE SHARE CAPITAL OF THE COMPANY THAT YOU REQUEST TO BE DE-REGISTERED FROM THE LOYALTY REGISTER OF THE COMPANY

Please print the number of common shares in the share capital of the Company that you request to be de-registered from the loyalty register (the **Loyalty Register**) of the Company.

Number of common shares to be de-registered: _____ (the De-Registration Common Shares).

The name(s) of holder(s) must be exactly as the registered name(s) that appear(s) on the Loyalty Register.

If this form is completed improperly, then such holder(s) will not be considered to have made a proper de-registration.

DECLARATION AND POWER OF ATTORNEY

By returning this De-Registration Form, duly completed, you irrevocably and unconditionally instruct and authorize Computershare Inc., acting on behalf of the Company, to transfer the De-Registration Common Shares registered in the Loyalty Register back to the system maintained and operated by the Depository Trust Company or the direct registration system maintained by the bank, depository or trust appointed by the board of directors of the Company from time to time and in relation to the relevant jurisdiction in which Company's shares are listed for trading, as applicable, and to sign any documentation required to effect such transfer.

ACKNOWLEDGEMENT

By returning this De-Registration Form, duly signed, you acknowledge that pursuant to the Special Voting Shares Terms and Conditions:

- (a) as from the date hereof, your De-Registration Common Shares included in this De-Registration Form will no longer be registered in the Loyalty Register;
- (b) you are no longer entitled to hold or acquire the special voting shares in the share capital of the Company in respect of your De-Registration Common Shares included in this De-Registration Form;
- (c) Computershare Inc. shall transfer to the Company such number of special voting shares in the share capital of the Company as equals the number of De-Registration Common Shares included in this De-Registration Form for no consideration; and
- (d) as from the date hereof, to the extent you hold special voting shares in the share capital of the Company, you are considered to have waived the voting rights attached to these special voting shares, effected by this De-Registration Form.

GOVERNING LAW, DISPUTES

This De-Registration Form is governed by and construed in accordance with the laws of the Netherlands. Any dispute in connection with this De-Registration Form will be brought before the courts of Amsterdam, the Netherlands.

Signature of holder(s)

Capacity if applicable

Name of holder(s)

Date

This form must be signed by the registered holder(s) exactly as such name(s) appear on the Company's Loyalty Register. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, please provide the necessary documentation and information above, including full title.

Return this completed De-Registration Form to:

Computershare

P.O. Box ●

●

DE-REGISTRATION FORM
FOR DE-REGISTRATION OF COMMON SHARES IN THE SHARE CAPITAL OF
FIAT CHRYSLER AUTOMOBILES N.V. (THE 'COMPANY')
FROM THE LOYALTY REGISTER (ITALIAN BRANCH)

To: Computershare S.p.A., [Via Nizza 262/73, Torino, Italy,] as Agent for the Company
To be advanced by fax: ● or by e-mail to "●".

Disclaimer

This De-Registration Form shall be completed and signed in accordance with the instructions contained herein, to request deregistration of the common shares (the **Common Shares**) in the share capital of the Company registered in the loyalty register (the **Loyalty Register**) of the Company.

This De-Registration Form should be read in conjunction with the Special Voting Shares—Terms and Conditions, which documentation is available on the corporate website of the Company (www.●.com).

Send the De-Registration Form duly completed and signed to the Agent above.

1. Data of registered shareholder in the Loyalty Register (Italian Branch)

Name and surname or Corporate name _____

Date of birth __/__/__ Place of birth _____ Tax code _____

Address or registered seat _____

Tel _____ E-mail _____ (the Registered Shareholder).

(if the signing party acts on behalf of the Registered Shareholder, please fill in the following table including data relating to the signing party)

Name and surname _____ In the quality of _____

Date of birth __/__/__ Place of birth _____ Tax code _____

Tel _____ E-mail _____

2. Number of Common Shares in relation to which the De-Registration from the Loyalty Register is requested

No. of Common Shares _____ Average book value (for Italian residents tax purpose) _____

Depository intermediary to whom crediting the shares _____ ABI _____

_____ CAB _____ Shareholder Security Account _____ MT Account _____

3. Acknowledgment, representations and undertakings

The Registered Shareholder, through the submission of this De-Registration Form duly completed, irrevocably and unconditionally instructs and authorizes the Agent Computershare S.p.A., who acts also on behalf of the Company, to transfer from the Loyalty Intermediary Account (as defined in the Special Voting Shares Terms and Conditions) to and credit the above indicated intermediary with the Common Shares to be de-registered, and pursuant the Special Voting Shares Terms and Conditions, acknowledges:

- a) as from the date hereof, the Common Shares included in this De-Registration Form will no longer be registered in the Loyalty Register;
- b) to be no longer entitled to hold or acquire the special voting shares in the share capital of the Company in respect of the Common Shares included in this De-Registration Form;
- c) the Agent, who acts also on behalf of the Company, shall transfer to the Company such number of special voting shares in the share capital of the Company as equals the number of Common Shares included in this De-Registration Form for no consideration; and
- d) as from the date hereof, to the extent you hold special voting shares in the share capital of the Company, you are considered to have waived the voting rights attached to these special voting shares, effected by this De-Registration Form.

4. Governing law and disputes

This Election Form is governed by and construed in accordance with the laws of the Netherlands. Any dispute in connection with this Election Form will be brought before the courts of Amsterdam, the Netherlands, as provided by Special Voting Shares Terms and Conditions.

The Registered Shareholder

(signature)

The Depository Intermediary

(stamp and signature)

EXHIBIT D

DEED OF WITHDRAWAL

[insert date]

PRIVATE DEED OF REPURCHASE AND TRANSFER

relating to the repurchase and transfer of Special Voting Shares in the capital of Fiat Chrysler Automobiles N.V.

**PRIVATE DEED OF REPURCHASE AND TRANSFER OF SPECIAL VOTING SHARES IN THE CAPITAL OF FIAT CHRYSLER
AUTOMOBILES N.V.**

dated [*]

PARTIES:

- (1) [[insert name], a company [organised/incorporated] under the laws of [*], having its office address [*] (the **Shareholder**)] [OR] [[insert first name, last name], born in [city, country] on [date], residing at [address] (the **Shareholder**)]; and
- (2) Fiat Chrysler Automobiles N.V., a company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands having its official seat in Amsterdam, the Netherlands, and its office address at ~~240 Bath Road, SL1 4DX, Slough~~ 25 St. James's Street, SW1A 1HA, London, United Kingdom, (the **Company**).

WHEREAS:

- (A) The Shareholder has acquired [*] [(*)] Special Voting Shares by private deed on [insert date], pursuant to and in accordance with the terms and conditions with respect to the special voting shares published on the website of the Company (www.fcagroup.com) (the **Special Voting Shares Terms and Conditions**). Capitalized terms used but not defined in this deed will have the meaning as set out in the Special Voting Shares Terms and Conditions.
- (B) On this day, [insert name Agent] acting on behalf of the Company, received a duly completed De-Registration Form with regard to [*] of the Special Voting Shares of the Shareholder, registered in the Loyalty Register. Pursuant to this deed, the Company and the Shareholder now wish to act upon this request and transfer the corresponding number of Special Voting Shares in the capital of the Company (the **Repurchased Shares**) by means of repurchase for no consideration (*om niet*).
- (C) On [*], the board of directors of the Company approved and authorised the repurchase of the Repurchased Shares by the Company (the **Resolution**).
- (D) The Company and the Shareholder will hereby effect the repurchase and transfer of the Repurchased Shares for no consideration (*om niet*) in accordance with Section 2:98 and Section 2:86c of the Dutch Civil Code (**DCC**) on the terms set out below.

IT IS AGREED:

1. REPURCHASE AND TRANSFER

The Company hereby repurchases the Repurchased Shares from the Shareholder on the terms set out in the Special Voting Shares Terms and Conditions, the Resolution and in this deed and the Shareholder accepts the same. The Shareholder hereby transfers the Repurchased Shares to the Company for no consideration (*om niet*) and the Company accepts the same.

2. SHARE TRANSFER RESTRICTIONS

In order to comply with the blocking clause as set out in Article 13 of the articles of association of the Company, the board of directors of the Company has resolved to approve the transfer of the Repurchased Shares from the Shareholder to the Company pursuant to the Resolution.

3. WARRANTY

3.1 The Shareholder warrants to the Company that it is the sole owner of the Repurchased Shares, that the Repurchased Shares are unencumbered, and that it has full power, right and authority to transfer the Repurchased Shares to the Company.

3.2 The Company accepts the warranty given in the previous paragraph.

4. NACHGRÜNDUNG

Section 2:94c of the DCC does not apply to subject transfer.

5. RESCISSION

The Company and the Shareholder waive their right to rescind the agreement contained in this deed or to demand rescission thereof in accordance with Section 6:265 of the DCC.

6. ACKNOWLEDGEMENT

The Company acknowledges the transfer of the Repurchased Shares and shall register the transfer in its shareholders' register.

7. GOVERNING LAW

This deed shall be governed by, and interpreted in accordance with, the laws of the Netherlands.

SIGNATURE

This deed is signed by duly authorised representatives of the parties:

SIGNED by [insert name Agent]) SIGNATURE: _____
for and on behalf of)
[*])
)
)
)

SIGNED by [insert name Agent]) SIGNATURE: _____
for and on behalf of)
Fiat Chrysler Automobiles N.V.)
)
)
)
)
) NAME: _____

EXHIBIT E

INITIAL ELECTION FORM

- Initial Election Form former Fiat shareholders

ABI Depository

MT Account

Progressive No

_____	_____	_____
-------	-------	-------

ELECTION FORM
FOR THE ALLOCATION OF SPECIAL VOTING SHARES OF Fiat Chrysler
Automobiles N.V.
UPON THE MERGER with FIAT S.P.A.

TO: FIAT S.P.A. ("FIAT")

C/O: COMPUTERSHARE S.P.A., VIA NIZZA 262/73, TORINO

To send in advance by fax no. +● or by e-mail to ●

Disclaimer

The holder of Fiat shares (the "**Electing Shareholder**"), having attended or being represented (by proxy) at the extraordinary shareholders' meeting called for ●, 2014 (the "**EGM**"), must fill in and sign this election form (the "**Election Form**") pursuant to the instructions here below, in order to receive the Special Voting Shares issued, upon the merger of Fiat with and into Fiat Investments N.V. (the "**Merger**"), by Fiat Investments N.V. renamed after the Merger "Fiat Chrysler Automobiles N.V." (the "**Company**"). In relation to this particular Election Form, a Special Voting Share can only be validly acquired by a holder of a common share of the Company which was acquired pursuant to the Merger, subject to such common share being a Qualifying Common Shares, as defined in the "Special Voting Shares Terms and Conditions". Moreover, a holder of a Qualifying Common Share can only validly acquire not more than 1 Special Voting Share for each Qualifying Common Share.

This Election Form shall be read jointly with the "Special Voting Shares Terms and Conditions" and the Information Document made available to the public in connection with the EGM, published on the Fiat corporate website, www.fiatspa.com. In this Election Form, the defined English words will have the same meaning as indicated in the "Special Voting Shares Terms and Conditions", unless otherwise defined herein and the defined Italian words will have the same meaning as indicated in the Information Document.

This Election Form, duly filled in and signed by the Electing Shareholder and the depository intermediary, shall be received by Fiat through such intermediary by correspondence to the address or by means indicated above on or before ●, 2014.

Otherwise, the Electing Shareholder will not be entitled to receive the Special Voting Shares upon completion of the Merger.

1. Data of the Electing Shareholder

Name and surname or Corporate name : _____
 Tax code: _____ ID code as indicated in the EGM notification of participation _____
 Date of birth: __/__/____ Place of birth: _____
 Address or registered seat: _____
 Telephone number: _____ E-mail address: _____

2. Number of Fiat shares owned as of ●, 2014 (EGM record date) in relation to which the allocation of Special Voting Shares is requested

No. of Fiat shares _____ Average book value (for Italian tax purposes only) _____ Depository intermediary :
 _____ ABI _____ CAB _____ Account no. _____
 Reference of the EGM notification of participation _____

3. Acknowledgment, representations and undertakings

The **Electing Shareholder**, through the transmission of this Election Form filled in and signed, irrevocably and unconditionally:

- a) for the purpose of receiving Special Voting Shares, **represents** that, pursuant to the Initial Allocation Procedures as regulated under the "Special Voting Shares Terms and Conditions", he/she/it attended the EGM or was represented by proxy at the EGM and **acknowledges** that he/she/it shall own the Fiat shares in relation to which he/she/it elects to receive such Special Voting Shares continuously starting from ●, 2014 (the EGM record date) up to the date of effectiveness of the Merger;
- b) **accepts** and agrees to be bound by the Special Voting Shares Terms and Conditions, published on the Fiat corporate website also pursuant to articles 1341 and 1342 of the Italian Civil Code;
- c) **authorizes** and irrevocably instructs **Computershare S.p.A.** as agent to represent the Electing Shareholder and act on his/her/its behalf in connection with:
 - i. any issuance, allocation, acquisition, sale, transfer and/or repurchase of any Special Voting Share and any Common Shares in accordance with and pursuant to the Special Voting Shares Terms and Conditions;
 - ii. any retransfer to the Company and/or repurchase of any Special Voting Share, if such Special Voting Share will have been issued by the Company in connection with the Merger as a result of an administrative error;
- d) **accepts** that Fiat shares in relation to which the Electing Shareholder requires the assignment of the Special Voting Shares will be identified with the ISIN code ● (the "**Special ISIN Code**") up to and conditionally upon any transfer of these shares.

4. Governing and law and disputes

This Election Form, with the exception of the powers of attorney as included under paragraph (3), letter (c) above, will be governed under Italian law. The court of Turin will be the competent court in connection with any dispute that might arise in relation with this Election Form.

Nevertheless, the Electing Shareholder acknowledges and accepts that, in the light of the fact that the Company is organized under Dutch law, the powers of attorney as included under paragraph (3), letter (c) above, the terms and conditions regulating the Common Shares and the Special Voting Shares, as well as their allocation, are governed under Dutch law and the court of Amsterdam will be competent for any dispute in connection therewith in accordance with the Terms and Conditions of the Special Voting Shares.

The Electing Shareholder

(signature) _____

(if the signing party signs this Election Form on behalf of the Electing Shareholder, please fill in the following table including data relating to the signing party))

Data of the signing party representing the Electing Shareholder:

The depository intermediary:

- a) **confirms** the number of shares owned by the Electing Shareholder as of the record date as indicated under point no. 2 above,
- b) **undertakes** to cause this Election Form to be received by Fiat on behalf of the Electing Shareholder within and not later than ●, 2014, advanced it by fax or by e-mail pursuant instructions received by Monte Titoli;
- c) **undertakes** to communicate to Fiat (c/o Computershare S.p.A.) any possible transfer or sale by the Electing Shareholder of the ordinary shares as indicated under point no. 2 above (wholly or in part) and the subsequent loss of the Special ISIN Code as indicated under point (3) letter (d) above;
- d) **acknowledges** that the Common Shares will be registered in the Loyalty Intermediary Account managed by the Company and Special Voting Shares will be uncertificated and registered only on the books of the Company.

Date: _____ (Stamp and signature of the intermediary) _____

INFORMATION NOTICE PURSUANT TO ARTICLE 13 OF THE LEGISLATIVE DECREE OF JUNE 30, 2003, NO. 196

Pursuant to article 13 of the Legislative Decree of June 30, 2003, no. 196, containing the personal data processing code (the “**Code**”), Fiat S.p.A., with registered office in Turin, via Nizza, no. 250, (“**Fiat**”), in its capacity as data controller (“**Data Controller**”) of the personal data that will be provided (the “**Data**”), intends informing you of the following.

1. PURPOSE OF DATA PROCESSING, MANDATORY PROVISION

The Data provided will be processed by Fiat, with the aid of computerized and/or paper means, for the following purposes:

- a) carrying out of the fulfilments concerning the allocation of the special voting shares by the absorbing company Fiat Investments N.V. (which will be renamed “Fiat Chrysler Automobiles N.V.” upon the Merger);
- b) fulfilment of the obligations set forth by laws, regulations and European provisions, or by instructions given by the Authorities and Supervision Bodies or by administrative practices.

The provision of Data and relevant processing for such purposes, which are necessary for managing the contractual relationship or connected to the fulfilment of legislative obligations, is mandatory and consequently does not need an express consent, which would otherwise prevent Fiat from developing and managing the relationship.

The Data are exclusively accessible to and processed by Fiat’s staff or, if necessary, companies’ staff that provides to Fiat, either in Italy or abroad, specific services or performs activities which are connected, ancillary or may be of any support in relation to the methods and purposes due to which such Data have been collected, who need to have access and process said Data while carrying out their specific activities and tasks. Such persons, whose number will be as limited as possible, shall carry out the process of Data in their capacity as Persons Responsible for and/or in Charge of the processing, shall be appointed to this end and duly trained in order to avoid any loss, destruction, and unauthorized accesses or processing of the Data. The up-dated list of the Persons Responsible for the Data processing is kept at the Data Controller and may be required for inspection. The Data Controller is Fiat, in person of the person appointed for this function, ●.

2. COMMUNICATION OF DATA TO THIRD PARTIES

Notwithstanding the foregoing, Fiat may disclose the Data to the absorbing company Fiat Investments N.V. for the allocation of the special voting shares and may disclose the Data for the same purposes for which such Data have been collected to Authorities and Supervision and Control Bodies, or to other subjects indicated by them, under the provisions issued by them, or determined by laws, including EU laws, regulations or administrative practices.

3. DATA PROCESSING METHODS

Fiat processes the Data of interested parties in a lawful and correct manner, ensuring their confidentiality and safety. The processing – including the collection and any other activity contemplated in the definition of “processing” pursuant to Article 4 of the Code (among which, merely by way of example, the registration, organization, elaboration, communication, storage and destruction of Data) – will be performed using manual, computerized and/or telematics tools, with organizational procedures and logics strictly connected with the abovementioned purposes.

The Data shall be stored for a period of time which is strictly necessary in relation to the purposes for which they have been collected, in compliance with the law and with any provisions laid down by the Italian Privacy Guarantor.

4. EXERCISE OF RIGHTS

Interested parties may exercise their rights, pursuant to article 7 of the Code which provides, *inter alia*, that the interested parties may have access to his/her Data, obtain a copy of the information processed, require their up-dating, correction, integration, deletion or blocking, as well as made an opposition, in whole or in part, for legitimate reasons to the processing of his/her Data.

The interested parties exercise his/her rights, in accordance with the methods set forth by the law, by contacting to Fiat S.p.A., Turin, Via Nizza, no. 250, to the attention of the person appointed for this function, ●.

Fiat S.p.A.

The Electing Shareholder

(signature)

EXHIBIT F

INITIAL DEED OF ALLOCATION

- ~~Initial Deed of Allocation~~ former Fiat shareholders

[insert date]

PRIVATE DEED OF INITIAL ALLOCATION

relating to the initial allocation of Special Voting Shares in the capital of Fiat Chrysler Automobiles N.V.

PRIVATE DEED OF INITIAL ALLOCATION OF SPECIAL VOTING SHARES IN THE CAPITAL OF FIAT CHRYSLER AUTOMOBILES N.V. ON ACCOUNT OF THE SPECIAL CAPITAL RESERVE

dated [*]

PARTIES:

- (1) All Initial Qualifying Shareholders listed in Annex A (the **Shareholders** and each Initial Qualifying Shareholder a **Shareholder**); and
- (2) **Fiat Chrysler Automobiles N.V.**, a company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands having its official seat in Amsterdam, the Netherlands, and its office address at ~~240 Bath Road, SL1 4DX, Slough~~ 25 St. James's Street, SW1A 1HA, London, United Kingdom, (the **Company**).

WHEREAS:

(A) On this day, [*] a cross-border statutory merger (*grensoverschrijdende fusie*) became effective pursuant to which Fiat S.p.A. (**Fiat**) has ceased to exist as a standalone entity and the Company acquired all Fiat's assets and assumed all Fiat's liabilities under universal title of succession (*algemene titel*) against the allotment of common shares in the share capital of the Company to the shareholders of Fiat at the time of effectiveness of the statutory merger (the **Merger**).

(B) This deed concerns an issue of Special Voting Shares in the share capital of the Company as described in clause 6 of the terms and conditions with respect to the special voting shares published on the website of Fiat (www.●.com) (the **Special Voting Shares Terms and Conditions**). Defined terms in this deed will have the meaning as set out in the Special Voting Shares Terms and Conditions, unless otherwise defined herein.

(C) Each of the Shareholders has complied with the requirements set out below and is therefore Initial Qualifying Shareholder in the meaning of clause 6 of the Special Voting Shares Terms and Conditions:

- (i) Each of the Shareholders has uninterruptedly held Common Shares in Fiat from the record date preceding the Fiat EGM up to the Merger Execution Date, as appears from the Initial Broker Confirmation Statement;
- (ii) Each of the Shareholders was present or represented by proxy at the Fiat EGM, as appears from the attendance list;
- (iii) Each of the Shareholders timely submitted a duly completed Initial Election Form, each of which contains a Power of Attorney; and
- (iv) Each of the Shareholders has timely submitted an Initial Broker Confirmation Statement.

(D) Pursuant to this deed, the Company now wishes to act upon the initial election and will therefore hereby issue in aggregate [*] ([*]) Special Voting Shares (the **New Special Voting Shares**) and as such, more specifically, to each Shareholder such number of Special Voting Shares as is specified in Annex A in relation to such relevant Shareholder.

(E) On [*] 2014 the board of directors of the Company resolved in a resolution (the **Resolution**) to issue, amongst other, the New Special Voting Shares in the capital of the Company, with a nominal value of one euro cent (€ 0.01) each for the purposes of the initial allocation.

(F) The Company and each of the Shareholders will hereby effect the issue of the New Shareholders Special Voting Shares on the terms set out below.

IT IS AGREED:

1. ISSUE

1.1 The Company hereby issues to each Shareholder such number of New Special Voting Shares as is specified in Annex A in relation to such relevant Shareholder on the terms set out in the Special Voting Shares Terms and Conditions, the Resolution and in this deed and each of the Shareholders hereby accepts the same from the Company.

1.2 The Company shall register the New Special Voting Shares in its shareholders' register with the entry of the corresponding Common Shares in the Loyalty Intermediary Account. No share certificates shall be issued for the New Special Voting Shares.

2. OBLIGATION TO PAY

The New Special Voting Shares are issued at par and therefore against an obligation to pay one euro cent (€ 0.01) per New Special Voting Share, which will be fully paid up in cash on account of the special capital reserve of the Company.

3. RESCISSION

The Company and each of the Shareholders waive their right to rescind the agreement contained in this deed or to demand rescission thereof in accordance with Section 6:265 of the Dutch Civil Code.

4. GOVERNING LAW

This deed shall be governed by, and interpreted in accordance with, the laws of the Netherlands.

SIGNATURE

This deed is signed by duly authorised representatives of the parties:

SIGNED by) SIGNATURE)
)
for and on behalf of)
each of the Shareholders listed in Annex A) NAME:

SIGNED by) SIGNATURE:
)
for and on behalf of)
Fiat Chrysler Automobiles N.V.)
) NAME:

EXHIBIT G

CHANGE OF CONTROL NOTIFICATION

CHANGE OF CONTROL NOTIFICATION

**TO NOTIFY FIAT CHRYSLER AUTOMOBILES N.V. OF THE
OCCURRENCE OF A CHANGE OF CONTROL RELATING TO THE HOLDER OF
COMMON SHARES REGISTERED IN THE LOYALTY REGISTER**

Please read, complete and sign this Change of Control Notification in accordance with the instructions contained herein.

This Change of Control Notification should be read in conjunction with the Special Voting Shares Terms and Conditions, which are available on the corporate website of Fiat Chrysler Automobiles N.V. (the **Company**), www.●.com. Capitalized terms used but not defined in this notification will have the same meaning as set out in the Special Voting Shares Terms and Conditions.

Please send the duly completed Change of Control Notification together with a duly completed De-Registration Form, which is available on the corporate website of the Company, www.●.com, to [insert name Agent].

1. DECLARATION OF CHANGE OF CONTROL

I hereby declare that a Change of Control has occurred in relation to the undersigned, as holder of Common Shares registered in the Loyalty Register of the Company. This Change of Control Notification is accompanied by the attached duly completed De-Registration Form in relation to all Common Shares as stated under Paragraph 4 of this Change of Control Notification.

2. DATE AND CAUSE OF CHANGE OF CONTROL

Date on which the Change of Control occurred.

Date: _____

Cause of Change of Control.

3. PERSONAL DETAILS OF HOLDER

Name(s) of Holder(s): _____

Address: _____

City: _____ Zip Code: _____

Country: _____

Capacity, if applicable (full title): _____

Phone Number: _____

E-mail address: _____

(This change of control notification must be signed by the registered holder(s) exactly as such name(s) appear(s) in the Loyalty Register of the Company).

If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, please provide the necessary information above, including full title.

4. NUMBER OF COMMON SHARES REGISTERED IN THE LOYALTY REGISTER

Aggregate number of Common Shares registered in the Loyalty Register of the Company in your name.

Common Shares: _____

5. GOVERNING LAW, DISPUTES

This Change of Control Notification is governed by and construed in accordance with the laws of the Netherlands. Any dispute in connection with this Change of Control Notification will be brought before the courts of Amsterdam, the Netherlands.

SIGNATURE

Shareholder's signature

Name of shareholder

Date: _____

PLEASE RETURN THIS CHANGE OF CONTROL NOTIFICATION TO _____ [*insert name of Agent*] AT THE BELOW MENTIONED ADDRESS

[INSERT ADDRESS [AND FACSIMILE NUMBER] FOR AGENT]



CORPORATE GOVERNANCE STATEMENT

In accordance with the Dutch Decree on requirements of the management report (*Besluit inhoud bestuursverslag*) (the **Decree**), Fiat Chrysler Automobiles 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 2019 (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.fcagroup.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 124 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 77 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 114 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 102 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 124 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 297 of the Annual Report.

Fiat Chrysler Automobiles N.V., March 4, 2020



OUTSTANDING SHARE CAPITAL AND TOTAL NUMBER OF VOTING RIGHTS AT THE DATE OF THE NOTICE FOR THE 2020 ANNUAL GENERAL MEETING

As of March 4, 2020 – the date of the notice for the Annual General Meeting of Shareholders (the ‘AGM’) of Fiat Chrysler Automobiles N.V. (the ‘Company’) to be held on April 16, 2020 in Amsterdam, the Netherlands – the share capital of the Company consists of the following.

1,568,206,372 common shares are issued and outstanding. Common shares are listed, freely transferable and each of them confers the right to cast one vote.

449,610,500 special voting shares are issued and outstanding. Special voting shares are not listed, are not transferable (with the limited exceptions set forth in the 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 2,017,816,872.

Fiat Chrysler Automobiles N.V., March 4, 2020



(BAR CODE)



**ANNUAL GENERAL MEETING OF SHAREHOLDERS – APRIL 16, 2020
ASSEMBLEA DEGLI AZIONISTI – 16 APRILE 2020**

ATTENDANCE AND PROXY CARD

REGISTRATION NUMBER	X.XXX.XXXXX	N. DI REGISTRAZIONE
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<i>The Annual General Meeting of Shareholders of FCA N.V. will be held on April 16, 2020 at 12:00 noon CEST at:</i>	L'Assemblea degli Azionisti di FCA N.V. si terrà il 16 aprile 2020 alle 12:00 CEST presso:
the offices of Freshfields Bruckhaus Deringer LLP in Strawinskylaan 10, 1077 XZ Amsterdam (the Netherlands)	

<i>We hereby confirm the registration to attend the above meeting of:</i>	Confermiamo la registrazione per partecipare alla suddetta assemblea di:
Shareholder/Azionista: XX	
Date of birth/Data di nascita: XX.XX.XXXX - Place of birth/Luogo di nascita: XXXXXXXXXXXXXXXXXXXX	
Resident in/Residente in: XX	

<i>for the following shares/ per le seguenti azioni:</i>	
<i>Class of shares/Tipo azioni</i>	<i>(Common/Electing/Qualifying/Special voting)</i>
<i>Number of shares/Numero di azioni</i>	XXXXXXXXXXXX

Fiat Chrysler Automobiles N.V.

Computershare S.p.A.

PROXY CARD

<i>Should the above indicated Shareholder not be able to attend the meeting in person, he/she may appoint a representative filling in the following proxy:</i>	Se il suddetto Azionista non può partecipare all'assemblea personalmente, potrà delegare un rappresentante completando la seguente delega:
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The Undersigned/Il sottoscritto XX,

appoints/delega:

Mr./Mrs./ il Sig./la Sig.ra _____

<i>to represent him/her and vote on his/her behalf at the above mentioned meeting of Shareholders of FCA N.V.</i>	a rappresentarlo/la e a votare per suo conto alla sopramenzionata assemblea degli Azionisti di FCA N.V.
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<i>Date/Data</i>	<i>Signature/Firma</i>
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SHAREHOLDERS' AGM CONVENED ON APRIL 16, 2020 AT 12:00 noon CEST
at the offices of Freshfields Bruckhaus Deringer LLP in Strawinskyiaan 10, 1077 XZ
Amsterdam (NL)



PROXY FORM

To be sent to and to be received by: **Computershare S.p.A.**, Via Nizza 262/73, 10126 Turin (Italy), as Agent for **FCA N.V.**, by **11:00 p.m. CEST on April 9, 2020** by mail or by Fax (+39 011 0923202) or by e-mail (fca@computershare.it), as an attachment in PDF format.

Disclaimer

This Proxy Form shall be completed and signed by the Shareholder in order **to appoint Computershare S.p.A.** to vote as per attached Voting Instructions Form at the Shareholders' AGM of FCA N.V.. Alternatively the Shareholder can **vote online** through the company website (www.fcagroup.com/Investors/Stock Info&Shareholder Corner/Shareholder Meetings).

Mandatory information *

THE UNDERSIGNED*			
Date of birth *	Place of birth *	Resident in (town/city) *	
At (street address) *	Italian Tax Code*		
Telephone no. *	e-mail		
entitled to vote at the close of business of March 19, 2020 (record date)		as (1):	
<input type="checkbox"/> registered shareholder		<input type="checkbox"/> legal representative or agent with authority to sub-delegate <input type="checkbox"/> Pledgee <input type="checkbox"/> Taker-in	
<input type="checkbox"/> Beneficial interest holder <input type="checkbox"/> official receiver <input type="checkbox"/> manager <input type="checkbox"/> other (specify)			
for no. *	FCA common shares		
(2) registered in the name of			
Date of birth *	Place of birth *	Resident in (town/city) *	
At (street address) *	Italian tax Code		
Registered in the securities account (3) no.	At	Bank code (ABI)	Branch code (CAB)
as resulting from communication no. (4)	Made by (Bank)		

APPOINTS Computershare S.p.A. to attend at the above mentioned meeting and **to vote**, with reference to the above shares, **in accordance with the instructions provided in the following Voting Instructions Form**. If no such directions are indicated,

ACKNOWLEDGES that Computershare S.p.A. will have the authority **to vote "For"** with regard to all following proposals.

DATE	Form of identification (5) (type)*	Issued by *	no. *	SIGNATURE
1)	Specify the capacity of the proxy signatory and, where applicable, attach documentary proof of his power.			
2)	To be completed only if the registered shareholder is different from the proxy signatory; mandatory indications on relevant personal details must be included.			
3)	Provide the securities account number, Bank Codes and Branch Codes of the Depository, or in any case its name, available in the securities account statement.			
4)	Reference to the communication made by the intermediary and its name.			
5)	Provide details of a valid form of identification of the proxy signatory.			

VOTING INSTRUCTIONS FORM

The Undersigned

INSTRUCTS the Appointed Representative to vote at the above indicated shareholders' meeting as follows


RESOLUTIONS OF THE AGENDA TO BE VOTED	VOTE (Please tick as appropriate)		
	For	Against	Abstain
2.c. Remuneration Report 2019 (advisory voting)	For	Against	Abstain
2.d. Adoption of the 2019 Annual Accounts	For	Against	Abstain
2.e. Approval of the 2019 dividend	For	Against	Abstain
2.f. Granting of discharge to the directors in respect of the performance of their duties during the financial year 2019	For	Against	Abstain
3.a. Re-appointment of John Elkann (executive director)	For	Against	Abstain
3.b. Re-appointment of Michael Manley (executive director)	For	Against	Abstain
3.c. Re-appointment of Richard K. Palmer (executive director)	For	Against	Abstain
4.a. Re-appointment of Ronald L. Thompson (non-executive director)	For	Against	Abstain
4.b. Re-appointment of John Abbott (non-executive director)	For	Against	Abstain
4.c. Re-appointment of Andrea Agnelli (non-executive director)	For	Against	Abstain
4.d. Re-appointment of Tiberto Brandolini d'Adda (non-executive director)	For	Against	Abstain
4.e. Re-appointment of Glenn Earle (non-executive director)	For	Against	Abstain
4.f. Re-appointment of Valerie A. Mars (non-executive director)	For	Against	Abstain
4.g. Re-appointment of Michelangelo A. Volpi (non-executive director)	For	Against	Abstain
4.h. Re-appointment of Patience Wheatcroft (non-executive director)	For	Against	Abstain
4.i. Re-appointment of Ermenegildo Zegna (non-executive director)	For	Against	Abstain
5. Proposal to appoint Ernst & Young Accountants LLP as the Company's independent auditor	For	Against	Abstain
6.1. Proposal to designate the Board of Directors as the corporate body authorized to issue common shares and to grant rights to subscribe for common shares as provided for in article 6 of the Company's articles of association	For	Against	Abstain
6.2. Proposal to designate the Board of Directors as the corporate body authorized to limit or to exclude pre-emptive rights for common shares as provided for in article 7 of the Company's articles of association	For	Against	Abstain

6.3. Proposal to designate the Board of Directors as the corporate body authorized to issue special voting shares and to grant rights to subscribe for special voting shares up to the maximum aggregate amount of special voting shares as provided for in the Company's authorized share capital as set out in the Company's articles of association, as amended from time to time, as provided for in article 6 of the Company's articles of association	For	Against	Abstain
7. Proposal to authorize the Board of Directors to acquire fully paid-up common shares in the Company's own share capital as specified in article 8 of the Company's articles of association	For	Against	Abstain
8. Amendment of the remuneration policy of the Board of Directors	For	Against	Abstain
9. Amendment of the special voting shares' terms and conditions	For	Against	Abstain

SIGNATURE _____



Small steps make an impact.
 Help the environment by consenting to receive electronic
 delivery, sign up at www.investorvote.com/FCAU



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

Proxy – FIAT CHRYSLER AUTOMOBILES NV +

ANNUAL GENERAL MEETING OF SHAREHOLDERS – APRIL 16, 2020

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 Fiat Chrysler Automobiles 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 16, 2020, at the offices of Freshfields Bruckhaus Deringer LLP, Strawinskylaan 10, 1077 XZ Amsterdam, the Netherlands commencing at 12:00 NOON 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.

B Non-Voting Items

<p><small>Change of Address – Please print new address below.</small></p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>	<p><small>Comments – Please print your comments below.</small></p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>	<p><small>Meeting Attendance Mark box to the right if you plan to attend the Annual General Meeting.</small></p> <input type="checkbox"/>
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C 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 hereon. Joint owners should each sign. When signing as attorney, executor, administrator, corporate officer, trustee, guardian, or custodian, please give full title.

<p><small>Date (mm/dd/yyyy) – Please print date below.</small></p> <div style="border: 1px solid black; height: 30px; width: 100%; text-align: center;">/ /</div>	<p><small>Signature 1 – Please keep signature within the box.</small></p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>	<p><small>Signature 2 – Please keep signature within the box.</small></p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
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