

**AGREEMENT ON THE
ESTABLISHMENT
OF A EUROPEAN WORKS COUNCIL
FOR THE STELLANTIS GROUP**

concluded between

**STELLANTIS N.V.
CENTRAL MANAGEMENT**

and the

SPECIAL NEGOTIATING BODY

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PREAMBLE

Born on January 16th 2021, the Stellantis Group originates from the merger between the PSA and FCA Groups, both of European and international dimensions.

Driven by the will to continuously improve the quality of social dialogue within the Group, the Stellantis Central Management and the three pre-existing European Works Councils agreed to negotiate the establishment of a unique European Works Council (EWC) for the purpose of informing and consulting employees at the transnational level as set out in Directive 2009/38/EC and its transposition into Dutch law (Wet op Europese Ondernemingsraden, “EWCA”).

The procedure followed for this purpose is the one as described in article 13 ‘Adaptation’ of the Directive. A new Special Negotiating Body (SNB) was created, consisting of employee representatives of the different subsidiaries of the Stellantis Group within the European Union and the European Economic Area and UK, supplemented by three members of each of the pre-existing EWCs.

The Parties hereby confirm their intention to pursue a cooperative, including at the transnational level, a constructive and responsible approach in the system of relationships between the Group and employee representatives, in the belief that this approach responds to the interests of employees as well as meeting the objectives of performance and sustainability of the Group.

The main purpose of the social dialogue at European level is to make a joint contribution to efforts aimed at meeting social, economic and environmental challenges and anticipating and managing change, taking into account the voice of the employees in the company’s decision-making process.

The parties acknowledge that this Agreement was discussed and agreed in line with the provisions of the Directive 2009/38/EC and its transposition into Dutch law.

CHAPTER I: PERIMETER, SCOPE AND COMPETENCE OF THE EWC

ARTICLE 1.1 – GEOGRAPHICAL SCOPE

The present Agreement shall apply to Stellantis N.V. as well as its undertakings or establishments which are located in Member States of the European Union or in another State which is a party to the Agreement on the European Economic Area and over which Stellantis N.V. exercises a dominant influence within the meaning of The Dutch European Works Council Act of November 7th, 2011 (hereinafter, “Group”).

The current list of the subsidiaries and establishments concerned and their addresses will be updated every four years and shared for information with the EWC at the 4-year renewal of the mandate.

Both Parties have the willingness to perpetuate a link with the United Kingdom due to the long common history, despite its exit from the European Union.

Consequently, 2 UK representatives will be designated by the UK employee representative bodies within the EWC.

The UK representatives attend ordinary and extraordinary meetings of the EWC with a consultative role, however the UK representatives will fully participate in all meetings both ordinary and extraordinary.

The UK representatives shall have access to the same information as the members of the EWC including information on the impact of transnational matters on the establishments in the UK – if any – and will be bound by the same confidentiality requirements as them.

If a country which falls within the scope of the agreement decides to withdraw from the EU or the EEA and the Directive transposed into the national law of this country would no longer be applicable. Nevertheless, if agreed with the EWC that country will keep a consultative role within the EWC.

ARTICLE 1.2 – LIST OF DEFINITIONS

Agreement: The agreement on the establishment of a European Works Council for the Stellantis group.

Countries: Member States of the European Union or in any other State which is a party to the Agreement on the European Economic Area.

Directive: Directive 2009/38/EC on the establishment of a European Works Council or a procedure in Community-scale undertakings and Community-scale groups of undertakings for the purposes of informing and consulting employees.

Group: Stellantis N.V. and all of its subsidiaries or establishments within the geographical scope as stated in article 1.1 of the Agreement and over which Stellantis N.V. exercises a dominant influence within the meaning of The Dutch European Works Council Act of November 7th, 2011.

Information: The transmission of information concerning transnational issues by the Central Management or any more appropriate level of management to employee representatives in order to enable them to acquaint themselves with the subject matter and to examine it; information shall be given at such time, in such fashion and with such content as are appropriate to enable employee representatives to undertake an in-depth assessment of the impact and, where appropriate, prepare for consultations.

Consultation: The establishment of dialogue and exchange of views between the Central Management or any more appropriate level of management and employee representatives at such time, in such fashion and with such content enabling employee representatives to express a prior opinion on the basis of the information provided about proposed measures concerning ~~cross border issues~~ transnational matters to which the consultation relates within a reasonable time, which is to be taken into account when a decision is taken.

Transnational matters: Matters concerning establishments or undertakings in at least two Countries or the Group as a whole. Transnational matters shall be considered having a significant impact on the Group's employees' interests if they affect at least 5% of the employees in each of at least two of the referred Countries.

The transnational character of a matter should be determined by taking account of both the scope of its potential effects, and the level of management and representation that it involves.

ARTICLE 1.3 – COMPETENCE OF THE EWC

The EWC is competent for all European transnational matters regarding the Group, which pertain to:

- the legal structure and organisation chart of the Group
- the economic and financial situation of the Group based on the consolidated financial statement;
- the situation of employment;
- ongoing and planned investments;
- general situation, dynamics and trends of automotive sector
- sales development and trends and development of activities;
- production and sales of the Group;
- fundamental changes concerning organisation, introduction of new working methods and manufacturing processes;
- environmental concerns and decarbonisation policies;
- mergers, acquisitions (which may lead to an increase of at least 1000 employees in at least two Countries), closure or downsizing of establishments, undertakings or manufacturing units having a material impact on employment (including collective redundancies) with repercussions at a transnational level;
- occupational health & safety;
- digitalisation;
- transfers of production, engineering or service activities;
- the main orientations of the Group's social policy and major HR projects;
- vocational training overview for key transnational training programmes;
- unforeseen transnational matter as agreed between Central Management and the Select Committee.

ARTICLE 1.4 – LINKING THE NATIONAL AND TRANSNATIONAL PROCEDURES

In principle, the procedure will start at European level in accordance with the following guidelines:

- In accordance with the principle of non-substitution, the EWC does not replace any employee representative bodies established within each establishment or undertaking within the Group.
- The information and consultation procedure of the EWC has no impact on any national employee representative bodies' rights nor does it interfere with the bargaining powers

granted by the applicable law or agreement with the existing relevant employee representative bodies in each Country.

- These provisions do not preclude national provisions under which the information-consultation procedure takes precedence over the European level of information and consultation.
- In any case, the result of the consultation procedure from EWC will be communicated at the national level.

CHAPTER II: COMPOSITION OF THE EWC

ARTICLE 2.1 – APPOINTMENT PROCEDURE

The EWC shall be composed of employee representatives, elected or appointed in accordance with the rules of the local law of each country when they are expressly provided for, or, failing that, by the representative trade unions active within the company in the country concerned. If no trade union and no employee representative body is present in such company, a general ballot will be organised to appoint the employee representative(s).

Only Stellantis employees with an open-ended contract are entitled to be elected or appointed as EWC members.

Considering the wide range of circumstances found at national level, Central Management shall designate a 'coordinator' in each country, who will be in charge of implementing the EWC members appointment process.

Employee representatives are designated in line with the principles set out hereafter:

- If applicable and relevant in a Country, each coordinator will, in compliance with the local rules and national practices of that Country, contact the representatives of trade unions and/or the employee representatives from the Group's establishments or undertakings.
- The names of the designees must be communicated to each of the coordinators.

The procedure described above will be implemented as soon as this Agreement enters into force. The coordinators will ensure that the EWC members appointment process will be fulfilled ultimately within two months upon entry into force of this Agreement and every time the EWC needs to be renewed. They will also oversee the intermediate appointment of EWC members in case an individual employee representative needs to be replaced for any reason.

To ensure the proper functioning of the EWC, Parties agree that the EWC shall be considered validly constituted even in the event that the trade unions or national employee representatives are unable, even temporarily, to nominate EWC members for those Countries where they have the right to nominate members, unless such delay is caused by the application of national rules and legislation on the possible contestation of the appointment of EWC members.

An effort will be made by all parties concerned to ensure a balanced representation of employees with regard to their activities, category and gender.

ARTICLE 2.2 – ALLOCATION OF SEATS

The seats reserved for employee representatives within the EWC shall be allocated by Country according to the number of employees in each Country¹ – all establishments and undertakings of the Group combined – and with a minimum number of employees for the allocation of seats, according to the following rules:

- less than 200 employees: no seat
- from 201 to 2000: 1 seat
- from 2001 to 7 000: 2 seats
- from 7 001 to 11 000: 3 seats
- from 11 001 to 15 000: 4 seats
- from 15 001 to 22 000: 5 seats
- from 22 001 to 28 000: 6 seats
- from 28 001 to 35 000: 7 seats
- more than 35 000 employees: 8 seats

The EWC's composition by Country on the day the Agreement is signed is provided in the attached table (Annex 1).

A number of deputy members at least equal to the number of full members for every country is appointed, according to the same procedures as described in articles 2.1. and 2.2.

A deputy member will only attend meetings of the EWC in the absence of the full member. However, they will have the same rights and protection as full members.

ARTICLE 2.3 – TERM OF OFFICE

In order to ensure stability of the EWC the term of office will be 4 years, starting on the date of

¹ with reference to the corporate social responsibility report for the first constitutive EWC meeting, and for the next renewals with reference to the annual financial report

the first plenary meeting of the EWC.

The distribution of seats per Country will be determined at each renewal.

In case a full or deputy member loses the elective or trade union mandate required to be able to sit on the EWC for any reason, or ceases to belong to the trade union organisation that appointed him/her, this automatically entails the loss of the mandate to this body. A new appointment is then made, according to the rules provided for in articles 2.1. and 2.2., for the duration of the term of office remaining until the expiry of the four-year period.

Similarly, membership of both full and deputy members shall end before the four-year term expires and replacement will be organised according to the rules in this Agreement in case he or she leaves the company or is dismissed, resigns the mandate, retires or deceases.

The duties of the new full member or substitute will become effective on the same day as their appointment.

ARTICLE 2.4: CHANGES IN THE SCOPE OF THE GROUP

Every two years, the perimeter of the EWC will be reviewed to take into account any modifications of the Group (e.g. mergers, acquisitions and demergers).

If the review results in a change of the allocation of seats, the employee representation for the country or countries impacted will be adjusted accordingly and, where necessary, new elections or appointments will be organised.

➤ Changes in undertakings

In case new undertakings join the Group, these will immediately be considered as falling within scope of the information and consultation rights of the EWC as of the date of acquisition.

Central Management and the majority of EWC members will however have the possibility to agree on the immediate integration of the undertaking(s) into the EWC's composition.

In that case, the necessary steps for the appointment of the corresponding number of EWC members and deputies for the newly acquired company will be taken without delay. If the parties fail to reach an agreement on the inclusion of employee representatives for the undertaking into the EWC perimeter, the implementation will be done within the ~~bi-annual~~ biennial review.

Divested companies will immediately cease to fall within remit of the EWC as of the date of their sale or closure. In the event that an employee representative comes from a company that ceases to be part of the Group, and the resulting change in employees numbers does not lead to a change in the allocation of seats, another employee representative belonging to one of the companies remaining within scope of the Group and from the same country will be appointed for the duration of the mandate remaining until the next four-year renewal of the EWC.

➤ Changes in countries

In case a country joins or leaves the EWC scope, the change will be immediately taken into account in the composition and the competence of the EWC. In the case of a new country joining the Group, the appropriate number of employee representative(s) from the country will be appointed for the duration of the mandate remaining until the next four-year renewal of the EWC.

CHAPTER III: COMPOSITION AND REMIT OF THE SELECT COMMITTEE

ARTICLE 3.1 – COMPOSITION

To ensure representativeness among the Select Committee, the seats will be allocated by Country according to the number of employees in each Country – all establishments and undertakings of the Group combined – according to the following rules:

There will be a fixed number of 12 seats on the Select Committee. These seats will be distributed among the EWC members as follows:

- The two countries with the highest number of employees: 2 seats each.
- 1 seat per country for the next 8 countries with the highest number of employees in descending order, of which 1 seat will be dedicated to a UK EWC member.

If any of the 10 countries with the highest number of employees decides not to appoint a member for the Select Committee, the next country with the highest number of employees will be allowed to appoint a member until all 12 places have been filled.

Each country delegation is invited to agree in advance on their representation for the Select Committee and announce their decision in writing to all EWC members. In this case the proposed candidate is automatically sent into the Select committee.

If, however no agreement can be reached among the country delegation itself, a vote will be organised among all EWC members for the place/places reserved for the country in question. In such case, the same procedure will apply as for the election of the Chairperson, Deputy Chairperson and Secretary as specified in article 3.3.

The final list of SC members will then be formally confirmed at the start of the joint meeting.

ARTICLE 3.2 – TERM OF OFFICE

The members will have the same term of office as the EWC members. The distribution of seats will be determined at each start of a new 4-year mandate.

If, for any reason, a member of the SC ceases to be an employee representative on the EWC or decides to step down from the SC itself, a new member will be appointed by the same country among their EWC members at the first subsequent meeting. The same procedure will be followed as mentioned under article 3.1.

The new SC member is elected for the duration of the mandate remaining until the next four-year renewal of the EWC.

ARTICLE 3.3 – DESIGNATION OF MEMBERS

At the constitutive meeting of the EWC and at each first meeting of a new 4-year term of office, 12 Select Committee members shall be appointed by the Countries among their EWC members, according to the principles set out in article 3.1. If possible, they should represent the different activities of the Group.

Although the UK representatives can give their vote for the chairperson, the deputy chairperson, and the secretary, they cannot be candidate for any of these positions.

From among these 12 Select Committee members a Chairperson, a Deputy Chairperson and a Secretary shall be elected by the EWC members, in that order. In any case, the Chairperson and Deputy Chairperson as well the Secretary must originate from different countries.

For the purposes of electing these positions at the constitutive meeting and at each first meeting of a new 4-year term of office, a half-day internal meeting will be held. The formal election (confirming the internal pre-coordination) will take place following this meeting, in presence of Central Management.

Voting will be anonymous and in writing.

Each EWC member has one vote. Only employee representatives present in the meeting can vote. The candidate who receives the greatest number of votes cast will be elected. In case of a tied vote, a second round will be organised with the candidates who obtained the same number of votes. In case this results in another tied vote, the candidate with the longest seniority in the company will obtain the mandate.

At the constitutive meeting voting proceedings will be monitored by the oldest member of the EWC. At each next election, voting proceedings will be monitored by the acting or outgoing Secretary.

If, for any reason, the Chairperson, Deputy Chairperson or Secretary ceases to be an employee representative on the EWC or decides to step down from the SC itself, a new election procedure according to the same principles will be organised to replace him/her at the first subsequent ordinary or extraordinary meeting of the EWC.

ARTICLE 3.4 – ATTRIBUTIONS OF THE SELECT COMMITTEE

As a collective, the Select Committee will be responsible for:

- approving the minutes of the joint meetings with Central Management;
- coordinating all activities of the EWC, encouraging all members to contribute to its efficiency;
- keeping employees in countries within scope of the Agreement that do not have their own employee representative informed of all activities of the EWC;
- observing the appointment of EWC members;
- exercise the information and consultation prerogatives of the EWC, under the conditions defined in chapter IV;
- properly executing all tasks allocated to them in other articles of the Agreement or other mission entrusted to him/her by the EWC, it being specified that the entrusted mission can not bind Central Management.

ARTICLE 3.5 – ATTRIBUTIONS OF CHAIRPERSON, DEPUTY CHAIRPERSON AND SECRETARY

The Chairperson is elected to exercise the following attributions:

- acting as the main contact person for the Central Management on behalf of the EWC;
- chairing all internal meetings of the employee representatives of the EWC and the SC;
- representing the EWC in other bodies and meetings;
- ensuring a permanent and fluid linking between all countries and EWC members;
- where needed, assisting and supporting individual EWC members in the performance of their tasks;
- striving to resolve any conflicts in relation to the implementation of the Agreement, especially ensuring that EWC members can fulfil the duties assigned to them;
- collecting all questions from EWC members to be taken into consideration for the agenda of the plenary meetings;

- agreeing with Central Management on all practical arrangements (i.a. location, date) of the regular and extraordinary EWC and SC meetings;
- collecting suggestions from EWC members on issues to be included on the agenda of such meetings;
- properly executing all tasks allocated to him/her in other articles of the Agreement or other mission entrusted to him/her by the EWC or SC, it being specified that the entrusted mission can not bind Central Management.

The Deputy Chairperson will support the Chairperson in all tasks and manage all tasks of the Chairperson if he/she is unavailable for any reason.

The responsibilities of the Secretary include:

- preparing minutes of all internal meetings of the employee representatives of the EWC and SC;
- ensuring a permanent and smooth communication between all EWC members and with Central Management;
- properly executing all tasks allocated to him/her in other articles of the Agreement or other mission entrusted to him/her by the EWC or SC, it being specified that the entrusted mission can not bind Central Management.

CHAPTER IV: MODE OF OPERATION OF EWC AND SC

ARTICLE 4.1 – CENTRAL MANAGEMENT REPRESENTATION TO THE EWC AND THE SC

At all joint meetings with EWC and the Select Committee, Central Management will be represented by the Chief Human Resources Officer or by an HR representative of the management officially appointed by the CHRO, allowed to represent the company, assisted by qualified individuals of his or her choice, one of them being the “Permanent Contact Person” to the EWC. He/she will be responsible for all communication with the EWC throughout the year.

In addition, different Heads of Functions and Sectors and any speaker with a special expertise, chosen by the Central Management, may attend.

ARTICLE 4.2 – ORGANISATION OF THE ORDINARY EWC MEETING

Article 4.2.1 – Frequency, venue and invitation

Central Management and the EWC will meet twice per calendar year. One of these meetings will be held shortly after the publication of the annual results of the previous year. In principle, these meetings will be held in person, at any location where the Group has local activities, save in exceptional circumstances where the meeting will be held remotely.

At each ordinary meeting, the EWC shall be informed and, where appropriate, consulted on all transnational matters that fall within the scope of the EWC as referred to in article 1.3 of this Agreement.

Joint meetings with Central Management will be held at least one and a half day and will be preceded by an internal preparatory meeting of at least half a day and followed by an internal debriefing meeting.

The exact date, time and venue will be communicated to all EWC members at least 2 months in advance by e-mail. The same information will be sent simultaneously to Country management, so as to ensure that all members can participate in optimal circumstances to the meeting.

The agenda and relevant documentation for the meeting will be sent by e-mail at least 2 weeks

in advance.

Article 4.2.2 – Agenda and minutes

The agenda is drawn up by Central Management.

The agenda will allow for sufficient time for discussion on each topic between the employee representatives and Central Management or any relevant speaker invited by them.

Prior to the establishment of the agenda, all EWC members may send questions and suggestions to the Chairperson, who will then relay them to Central Management. If appropriate, agenda items will be dedicated for questions or suggestions forwarded by the Chairperson, insofar as these falls within the scope and competences of the EWC.

The minutes will be drawn up in English by the Central Management, before they are submitted for comments to the SC (if any). Once a final version has been approved, it will be signed by the Chairperson and the Central Management's representative who chaired the meeting. It will then be translated and sent by Central Management to all full members of the EWC, as well as local HR management. All parties will endeavour to conclude this procedure within two months after each meeting.

The agenda, the minutes and all relevant documentation, as further specified in article 5.4., will be translated in all necessary languages (official language of a country within scope of the EWC which EWC members wish to use in order to participate in the meetings in optimal circumstances).

The same procedure will be followed for all ordinary and extraordinary meetings of the EWC.

ARTICLE 4.3 – ORGANISATION OF SELECT COMMITTEE MEETINGS

Article 4.3.1 – Frequency, venue and invitation

The Select Committee will meet twice a year.

At least one of these meetings will also include a joint session with Central Management, aimed at getting an update on current affairs and discussing the practical arrangements and agenda for the subsequent plenary meeting of the EWC. At the second meeting the central Management will be present if the employee representatives of the select committee deem it necessary.

Additional meetings can be organised in agreement with Central Management as the need arises within the scope and competences of the EWC.

All meetings will be held in person, at any location where the Group has local activities. However, if agreed by the SC, the Permanent Contact Person must be informed at least 1 month in advance, so that meetings can also be organised by videoconferencing.

Central Management will make all arrangements for the material organisation of the meeting (translation, transport, accommodation, ...). The exact date, time and venue will be communicated to all Select Committee members at least 2 months in advance.

For the purpose of the joint meeting, the agenda and relevant documentation for the meeting will be sent by e-mail at least 1 week in advance.

If Select Committee meetings include a joint session with management, this will be preceded by an internal preparatory meeting and followed by an internal debriefing meeting.

Article 4.3.2 – Agenda and minutes for the joint meeting

The agenda is drawn up by Central Management, in cooperation with the Chairperson.

For the drafting, approval and publication of the minutes, and the translation of documents, the same procedure will be followed as described in article 4.2.2.

The same procedure will be followed for all ordinary and extraordinary meetings of the SC.

ARTICLE 4.4 – CONSULTATION PROCEDURE IN NORMAL CIRCUMSTANCES

The parties agree that consultation will be conducted on any subject included in the list defined at article 1.3 of this Agreement, whenever an envisaged transnational project matter can reasonably be expected to have a significant impact on the Group's employees' interests as defined in article 1-.2.

Depending on the circumstances, this agenda item could be included within the next scheduled ordinary EWC meeting, except if Central Management and the SC agree to include it in an ordinary SC meeting.

In case it is agreed to include the consultation process on the agenda of an ordinary SC meeting, EWC members from impacted Countries which are not represented on the Select Committee,

will have the possibility to participate at this meeting.

In case the timing of the project does not fit with any ordinary meeting, Central Management will agree with the SC on the arrangements for the organisation of an extraordinary EWC or SC meeting.

The agenda and relevant documentation for the consultation will be sent by e-mail at least 2 weeks in advance. The documentation must contain the designation of the countries and type of sites concerned, the description of the planned measure and the target of the planned project.

The debates will be a time for exchanging views on the subject and answering questions raised by members.

It is recognised that some matters are simple enough to be dealt with more quickly, while others are complex enough to require more time to complete the detailed assessment. In this respect, after the debates, the EWC or the SC will express an opinion, in principle in the session. If the members consider that the matters submitted to them requires it and at their reasoned request, they can give their opinion within 2 weeks after the meeting.

Once the EWC has expressed an opinion, Central Management will have 2 weeks to provide a reasoned response to any such opinion and to communicate its final decision to the EWC, by e-mail.

Unless justified by exceptional circumstances or otherwise agreed, this procedure will not take longer than one month.

The EWC will also have the right to express an opinion on any matter which has not been submitted for a formal consultation procedure, but which the employee representatives have identified as being relevant and of international importance in accordance with article 1.3 of this Agreement (competence of the EWC). Central Management will endeavour to also consider these voluntary opinions and provide a reasoned response to them latest within two weeks.

In the months following the conclusion of a regular consultation process, Central Management will provide updates on the implementation measures, including an evaluation of the achievement of the intended objectives, and, in particular, the impact on the sites and the employees – including those of establishments located in the UK.

ARTICLE 4.5 – CONSULTATION PROCEDURE IN EXCEPTIONAL CIRCUMSTANCES

Central Management will inform SC as soon as possible of any exceptional circumstances or intended decisions that may have significant consequences for the interests of the employees, in particular regarding the closure or sale of companies, establishments or important parts thereof, major acquisitions or mergers, relocations or collective redundancies.

At the initiative of Central Management or by request of the SC and agreed with the Permanent Contact Person, and when these matters must be dealt with before the next scheduled ordinary meeting of the EWC, an extraordinary meeting will be organised to ensure the proper information and consultation of the employee representatives.

Any extraordinary consultation meeting, either with the EWC or with the SC, will be organised by videoconference or, if requested due to the importance of the measure and agreed by Central Management, in person.

In any case, EWC members from impacted Countries which are not represented on the Select Committee, will have the possibility to participate at such extraordinary consultation meeting.

The meeting will be preceded by an internal preparatory meeting and followed by an internal debriefing meeting. The exact date, time and venue as well as the agenda and relevant documentation will be communicated to all members of the relevant body at least 5 working days in advance.

The same information will be sent simultaneously to Country management, so as to ensure that all members can participate in optimal circumstances to the meeting.

The agenda is drawn up by Central Management. The parties acknowledge that only the items on the agenda will be discussed at the meeting.

After the debates, the EWC or SC will express an opinion, in principle in the session. If the members consider that the matters submitted to them require it and at their reasoned request, they can give their opinion within 8 working days after the meeting (for Experts see 5.8). In cases of unforeseeable events (e.g. environmental catastrophe) the opinion will be given within 5 days.

Central Management will have 5 days to provide a reasoned response to any such opinion and to communicate its final decision to the EWC, by e-mail.

In the months following the conclusion of an exceptional consultation process, Central

Management will provide updates on the implementation measures, including an evaluation of the achievement of the intended objectives, and, in particular, the impact on the sites and the employees – including those of establishments located in the UK.

CHAPTER V: RIGHTS OF EWC'S MEMBERS AND RESOURCES OF EWC

ARTICLE 5.1 – TRAINING

In order to be able to fully exercise their function and to ensure the usefulness and efficiency of the EWC, the members will benefit from training according to the terms detailed below.

The EWC members will benefit of a minimum of 2 days and up to 6 days of collective training per four-year term of office.

Additionally, at the beginning of every 4-year term of office, an introduction training day will be organised for all newly elected or appointed full and deputy members.

In case new members join the EWC in the course of an already running mandate, a half day introduction training will be organised between such new member, the Chairperson and the representative of industriAll Europe.

Every two years the SC will establish a training plan, based on the needs expressed by the EWC members. All practical arrangements, including those for the introduction training (i.a. programme, venue, provider, fees, accommodation) will be agreed between the SC and Central Management.

Participation in training action will be considered as regular working time and remunerated accordingly.

Each member can benefit from an English training, particularly members with a level below B2 (CEFR). This training will be provided locally within the Company training plan.

In consultation with the SC and the Permanent Contact Person, EWC members can take part, in maximum two external seminars or conferences per four-year period, provided that these events contribute to acquiring useful knowledge for the work of the EWC.

In case at least half of the EWC members would participate jointly in the same event, the days spent will be deducted from the maximum of 6 days collective training per four-year term of office.

ARTICLE 5.2 – CONFIDENTIALITY

EWC members must maintain confidentiality on all business and company secrets and other sensitive information insofar as it has expressly been given to them by Central Management as being confidential.

Before sharing any information that may be deemed confidential, Management will explain:

- why said information should be considered confidential, specifying the risks incurred should the information become public;
- for how long said information shall remain confidential.

The confidentiality obligation shall not apply between full and deputy members of the EWC or to local employee representatives and trade union officials, who will however need to respect the same non-disclosure obligation as imposed on the EWC members. The EWC member who wishes to share confidential information with any of the aforementioned persons is therefore obliged to inform them in advance of this obligation. The confidentiality obligation will also not apply in court proceedings or during mediation.

The confidentiality obligation also applies to the experts, the representative of industriAll Europe and any other persons involved in the functioning of the EWC and SC. The obligation shall continue to apply after the expiry of their term of office or their mission and after termination of the Agreement.

In case there is a dispute about any of these aspects, [Central](#) Management and Chairperson will seek an agreement on the applicable conditions. Until such agreement has been reached, the non-disclosure obligation will apply as communicated during the meeting.

In case a breach of confidentiality has been identified and an information given to the EWC went public, Management will investigate the circumstances. If proven that the breach came from one of the EWC members, Management could take any legal and disciplinary actions required in accordance with Stellantis internal rules and/or local regulations to protect the company within relevant national law.

Central Management agrees that it will not avoid providing comprehensive and appropriate information to the EWC on the grounds of confidentiality or use the argument of confidentiality in an unreasonable way to either limit the competences and responsibilities of the EWC or to prevent it from having access to relevant information.

ARTICLE 5.3 – PROTECTION OF MEMBERS OF THE EWC

Central Management shall ensure that those who are or have been candidates for membership of the EWC as well as those who fulfil or have held such mandate are not disadvantaged in their position in the company as a result of this.

In the exercise of their function, EWC members – full or deputy – shall enjoy the same protection and guarantees as those provided for employee representatives under the applicable national legislation in their country of employment.

Central Management shall ensure that full and deputy EWC members must not be hindered in the exercise of their activities. They must not suffer any discrimination or benefit from any privilege because of their activities within the EWC. No EWC member should have to suffer intimidation or pressure from their national or local management that could violate this principle.

The debates and exchanges held within EWC and SC, both internal and jointly with management, must be open and transparent and each member must be able to express themselves freely.

Should any disciplinary measure be considered against a full or deputy EWC member, for whatever reason, the SC will be informed after the approval of the concerned EWC member and will have the possibility to discuss the matter with Management before any sanction has been decided.

At the start of each four-year mandate, all full and deputy EWC members will be fully briefed in written by local management on the exact nature of this protection. The SC will receive a copy of each briefing.

ARTICLE 5.4 – TRANSLATION MEANS

For both ordinary and extraordinary meetings of EWC and SC, as well as training simultaneous translation will be provided in the official language of the countries represented on the EWC.

The invitation and the agenda of any such meeting, as well as any relevant documentation – especially in the case of consultation - will be provided to the EWC members by Central Management in the languages that will be used during the meeting.

In any event, Parties agree that the Group's official documentation (financial publications, institutional presentations, etc.) will be distributed to the EWC members in the languages in which it is formally prepared and published.

EWC members may use all translation tools provided by the Group – such as SYSTRAN – or equivalent translation tools on all documents which they wish to share internally and on any non-essential supporting documents provided by Central Management. Central Management undertakes to communicate the documents in a format allowing the effective use of these tools, in particular by preferring text transmission to image or photo transmission.

ARTICLE 5.5 – COMMUNICATION TOOLS

5.5.1. Communication within the EWC and with Central Management

EWC members may communicate with each other and with the Central Management using the IT (laptop with all communication applications [e.g. Teams...]) and physical use of company material (printing, scanning, private workspace, office supplies).

If no such equipment is available, it will be provided by local management within one month following the appointment or election of the EWC member in question.

5.5.2. Communication from the EWC to the local level

The EWC members have the particular task of exchanging with the employees they represent, in order to prepare the meetings and to report satisfactorily on the deliberations of the EWC and the SC. The objective is in particular to enable the collection of employees' points of view so that they can be correctly represented by employee representatives on the EWC and SC.

To this end, all EWC members will have recourse in priority to the national and local employee representation bodies. In the absence of an employee representation body in a country, the EWC members of this country may access any workplace of employees in this country, provided that the sites are impacted by implemented measures and that central and local management are informed about the purpose of this trip.

In countries where there is no national employee representation body, the EWC members will examine with their national management the best means of communicating with all employees. The EWC members will have the opportunity to meet them at the start of their term of office and whenever necessary.

A dedicated digital space, which will take the form of a group in Microsoft Teams, can be used for communication with all employees in the Group.

The EWC Secretary will be responsible for updating all information contained on the dedicated digital space. As a minimum, this will include the contact details of all full and deputy members, the agenda of previous and coming meetings, the planning for upcoming EWC, SC meetings, links to websites of local employee representation bodies and all opinions issued by the EWC or SC.

The EWC will have the right to produce regular reports of its activities, including summaries of the discussions during its meetings with management. These reports will be published on the dedicated digital space.

In all communication, consideration will be made of the restrictions imposed by the obligation of confidentiality as provided in article 5.2 of the Agreement.

ARTICLE 5.6 – EXPENSES

Costs related to EWC and SC meetings, including preparation and debriefing sessions and training (i.e., travel, accommodation and meal expenses - in accordance with company travel policy, interpreters) shall be borne by Stellantis.

This will be organised, as far as possible, in such a way that individual EWC members do not have to advance any funds themselves. In case individual EWC members need to pay for specific expenses with retrospective reimbursement, an advance payment will be made by the company upon simple request. The contact person and/or local Management will support each member if required.

ARTICLE 5.7 – TIME-OFF

All EWC members will be entitled to sufficient time off to travel to and from and participate in any of the meetings, including training sessions.

The time spent by the EWC members in the performance of their tasks under the Agreement is considered as regular working time and remunerated as such. In preparing the practical arrangements of the meetings, consideration will be made as much as possible to avoid the

need to travel to or participate in any meeting during a weekend day or a national holiday. If however such arrangements are inevitable, compensation will be guaranteed according to the existing conditions in the country of origin of the EWC or SC member.

Each full member of the EWC will be given an annual time credit equal to up to 4 paid working days for fulfilling its responsibilities (i.a. liaising with local employees, trade unions and representation bodies, reading documents related to the meetings, responding to internal communication). Members of the SC will have an additional time credit of 4 paid working days (a total up to 8 days). The Chairperson, Deputy Chairperson and Secretary will have an additional time credit of 8 paid working days (a total up to 16 days).

In case local regulations provide paid working days for the employee representatives to fulfil their responsibilities, the allocation provided in the paragraph above will be added to this national budget.

This time credit is additional to the time spent travelling to and from and participating in any of the EWC or SC meetings, including training.

The annual hour credit can be used in the current calendar year and is not cumulative from one year to the next.

ARTICLE 5.8 – EXPERTS

5.8.1. Representative of IndustriAll Europe

To carry out the tasks and responsibilities incumbent on them, in accordance with what is defined in the Agreement, and, in particular, in the framework of a consultation procedure, the members of the EWC and SC may be assisted by a representative of IndustriAll Europe in EWC or SC ordinary or extraordinary meetings.

Stellantis will bear all reasonable related costs (i.e. fees, travel and accommodation).

5.8.2 Expertise

The chartered accountant supports the EWC on financial/strategy European perimeter once a year.

The chartered accountant will be appointed for a four-year period by a majority vote of the EWC members. The appointment is made at the first meeting following the constitutive meeting of the EWC and at the first meeting of each four-year term of office. Such appointment will

include a revocation clause which allows to terminate the mission after two years in case the expected results are not achieved.

Out of the scope of the annual chartered accountant, if certain exceptional topics occur in a consultation process, for which a further in-depth examination is required, the EWC shall have the right to submit a reasoned request to have the assistance of an expert of its choice. The subject and specifications of the expert's mission must be defined by the EWC and must be:

- 1) Necessary: meaning essential to the EWC's mission;
- 2) Appropriate: meaning directly related to the subject of the information or consultation topic;
- 3) Reasonable: meaning strictly suited to allow the EWC to apprehend the information or consultation topic.

The expert's mission must be completed within 1 month following the validation of the expert's mission letter – which will take place within 5 working days from the meeting at which the agenda item for which the EWC or the SC is consulted ~~is debated~~ with an exchange of views.

The experts may attend the internal preparatory meeting, the joint meeting with Central Management and the internal debriefing meeting.

Its report shall be presented to Central Management at the same time as to the EWC members.

CHAPTER VI: FINAL PROVISIONS

ARTICLE 6.1 – DISSOLUTION OF THE EXISTING EUROPEAN WORKS COUNCILS

Parties agree that once this Agreement enters into force, the previously established European works councils within the Group shall be dissolved, and that the agreements governing these European works councils must be terminated, regardless of their provisions on validity or termination. The rights of the members of the three previous European works councils will cease on the date of the constitutive meeting of the Stellantis European Works Council.

ARTICLE 6.2 – ADAPTATION CLAUSE

Where the structure of the Group changes significantly, for example, due to:

- a merger with Stellantis N.V. or a spin-off of transnational nature (concerning at least 2 countries and affecting at least 5% of the employees in each of at least two of the referred Countries) within the Group;
- an acquisition of a company by a company within the Group of at least 5000 employees in EU;

the signatory parties undertake to initiate, no later than one month following the decision, a dialogue with all parties concerned with a view to making the necessary modifications to this agreement or to ensure the continued right to international information and consultation for any part of the Group that would be split off or sold.

In the event of a merger or acquisition involving one or more legal entities which themselves have a EWC or a European SE Committee, Central Management will convene a meeting with the Select Committees of all involved transnational employee representation bodies in order to find an agreement on how these will operate in the future.

ARTICLE 6.3 – DURATION, TERMINATION AND AMENDMENT

This Agreement has been entered into as of 19th September 2024 for an indefinite duration.

This Agreement will continue, and its conditions will remain applicable unless, at the earliest

after a period of 4 years from the date this Agreement enters into force, the Central Management or the EWC by a two-thirds majority, decide to terminate this Agreement. Such decision will be communicated to the other party in writing.

In such event, negotiations will be organised with the EWC with the aim of concluding a new agreement on the transnational information and consultation of Stellantis employees. In that case, the current Agreement will continue, and its conditions remain applicable as the Parties are negotiating any possible amendments to the Agreement, but the Agreement in any case expires three years after the date one of the Parties has decided to open the negotiations.

If parties do not reach an agreement during the negotiation period, a new SNB process will be started.

Until a new agreement has been reached with the SNB, the EWC will continue to function in application of the Subsidiary Requirements as provided by the EWC legislation of the Netherlands.

If the parties to this agreement deem it necessary, it may be amended at any time by mutual consent.

Likewise, negotiations will in any case be organised if any provision of this Agreement is or becomes invalid or non-binding. In that event, the Parties shall replace the invalid or non-binding provision by provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of the Agreement. The Parties shall remain bound by all other provisions hereof.

Negotiations on any such amendments (amendment by mutual consent or amendment to replace invalid or non-binding provision) will be conducted by the SC on behalf of the EWC and the outcome of such negotiations will require the approval of the EWC by a two third majority.

ARTICLE 6.4 – APPLICABLE LAW AND JURISDICTION IN THE EVENT OF DISPUTES

This Agreement shall be governed by and is construed in accordance with the laws of the Netherlands, in particular the Law of 23 January 1997 implementing Directive 94/45/EC on the establishment of a European Works Council and all of its subsequent amendments. Any dispute which may arise in relation to the negotiations, interpretation or application of the Agreement or any agreement arising out of this Agreement, is subject to the laws of the Netherlands and must be submitted to the competent court in the Netherlands.

The Chairperson or, in his or her absence, the Deputy Chairperson, represents the EWC in court.

Any interested party may request the Enterprise Chamber of the Amsterdam Court of Appeal to determine that the provisions of the Agreement must be complied with. The EWC or SC cannot be ordered to pay the costs of such proceedings.

Prior to launching any formal court proceedings, Central Management and the SC will endeavour to find a bona fide solution to any conflict that may arise. They may decide to appoint an external, neutral and competent mediator registered in the Mediator Federation Netherlands (MfN) register to assist them in these discussions. The choice of the mediator will be made jointly by Central Management and the SC.

Any such initiative may not take longer than six months following the event that gave rise to the conflict.

All costs related to the dispute resolution mechanism and subsequent justified and entitled legal action shall be borne by the Central Management.

The English version of the Agreement is considered to be the official document. The official document will be printed and signed in two identical copies, one of which will be kept by the Central Management and one by the Secretary of the EWC.

Additional, professional translations will be provided in all necessary languages by Central Management, so that every SNB member as well as any future member of the EWC can receive a copy in his/her own language. The Agreement will also be published in all of its language versions on [The HUBthe Stellantis HUB of the EWC](#).

**AGREEMENT FOR THE ESTABLISHMENT OF AN EUROPEAN WORKS
COUNCIL (EWC) FOR STELLANTIS GROUP**

Stellantis N.V., represented by Xavier CHEREAU, Chief Human Resources & Transformation
Officer

And

The SNB members:

Austria Christoph Rohm

Belgium Marc Vanderbauwhede

France Cédric Brun

Pascal Lucas

Fikria Mijic

Sandro Petronella

Germany

Nathalie Glück

Lorena Rodenas-Martinez

Hungary

Tamas Manga

Italy

Stefano Birotti

Ferdinando Giustino

Marco Laviano

Calogero Taormina

Netherlands

Johan Tigchelhoff

Poland

Wanda Stróżyk

Portugal

Luis Carlos Gomes Claro

Romania

Daniela Tuduce

Slovakia

Michal Sladecka~~Milan Minarech~~

Spain

Ana Pilar Sanchez Delgado / Daniel Alvarez

FCA EWC

Maurizio Calice

Giovanni Comparetto

Fabio Di Gioia

OV EWC

Thomas Balzer

Robert Potempa _____ / Sara Martin Ruiz

Gary Reay

PSA EWC

José Juan Arceiz Villacampa

Philippe Gilleron

Nathan Livesey

Amsterdam, September, 18th 2024

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**ANNEX 1: DISTRIBUTION OF SEATS TO THE EWC BY COUNTRY ON
THE DAY THE AGREEMENT IS CONCLUDED**

COUNTRY	SEATS
FRANCE	8
ITALY	8
SPAIN	5
GERMANY	4
POLAND	2
SLOVAKIA	2
UNITED-KINGDOM	2
AUSTRIA	1
BELGIUM	1
HUNGARY	1
NETHERLANDS	1
PORTUGAL	1
ROMANIA	1
TOTAL	37