

EXHIBIT A
FORM OF OFFER NOTICE

[Dongfeng Letterhead]

November 21th , 2023

Via E-mail

Stellantis N.V.
Taurusavenue 1
2132 LS Hoofddorp
The Netherlands
Attention: Ferrante Zileri

Re: Offer Notice

Dear Mr.Ferrante Zileri:

This letter serves as an offer notice under the Heads of Agreement dated as of July 15, 2022. The undersigned Dongfeng Motor (Hong Kong) International Co., Limited, a company organised and existing under the laws of Hong Kong (the “Seller”) hereby offers to sell to Stellantis N.V., a company organised and existing under the laws of the Netherlands, (the “Company”) that number of common shares, par value €0.01 per share of the Company at the price determined pursuant to the Heads of Agreement each as set forth below.

- Number of Shares: 50,000,000
- Purchase Price per share: € 18.6824

The Company may accept this offer notice and agree to purchase the number of Offered Shares set forth above by written notice to Dongfeng delivered via email within three (3) trading days from its receipt of this Offer Notice together with an executed copy of the Share Repurchase Confirmation which has been executed by Dongfeng and attached hereto.

Should you have any questions regarding this Offer Notice, please contact the undersigned at (tel: 027-84285616 ; email: gengzc@dfmc.com.cn)

Sincerely,

DONGFENG MOTOR (HONG KONG) INTERNATIONAL CO., LIMITED

By:



Name: 廖显志

Title: Director

Accepted as 22/11/ 2023

STELLANTIS N.V.

By: _____

Name: Ferrante Zileri Dal Verme

Title Group Treasurer - Proxy Holder

(Attachment)

**EXHIBIT B
FORM OF
SHARE REPURCHASE CONFIRMATION**

The Share Repurchase Confirmation (“**Confirmation**”) between Stellantis N.V., a company organised and existing under the laws of the Netherlands, (the “**Company**”); and Dongfeng Motor (Hong Kong) International Co., Limited, a company organised and existing under the laws of Hong Kong (the “**Seller**”);

The Company and Seller are hereinafter together referred to as the “**Parties**” and each individually as a “**Party**”.

RECITALS:

WHEREAS, the Parties have entered into an agreement pursuant to which Seller may propose to sell certain common shares in the Company back to the Company through delivery of an “**Offer Notice**” and the Company may, by written acceptance of the Offer Notice, agree to purchase said shares; and

WHEREAS, Seller has delivered an Offer Notice and the Company has accepted such Offer Notice on the date set forth on the signature page hereof (the “**Trade Date**”).

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE 1 – DEFINITIONS AND INTERPRETATION

For all purposes of this Confirmation, except as otherwise expressly provided or unless the context clearly requires otherwise:

“**Company**” has the meaning ascribed to this term at the beginning of this Confirmation.

“**Divested Shares**” means the number of shares in Stellantis to be sold as indicated in the Offer Notice, held by Seller, it being specified that in the event that certain transactions involving mergers, spin-offs, transformation, consolidation or share split, or other issuances or exchanges of securities are completed prior to the Settlement, it is agreed that the Divested Shares shall automatically include and refer to the securities received in respect of, exchanged or substituted for the Divested Shares held by Seller at the time of the Offer Notice.

“**Inside Information**” means information of a precise nature, which has not been made public, relating, directly or indirectly, to the Company or to one or more shares, debt instruments, derivates or other financial instruments linked to shares, debt instruments or derivates in the Company, and which, if it were made public, would be likely to have a significant effect on the prices of those financial instruments or on the price of related derivative financial instruments.

“**Laws**” means any and all applicable laws, including all applicable statutes, codes, ordinances, decrees, rules and regulations, including for the avoidance of doubt any stock exchange regulation.

“**Lien**” means any lien, pledge, charge, claim, mortgage, put or call option, pre-emption right, right of first refusal, security interest, encumbrance, or other limitation or restriction on any

right, property or asset (including any restriction on the voting rights or right to sell or otherwise dispose of the Divested Shares).

“**Reference Period**” means the period of five (5) consecutive Trading Days ending on (and including) the Trading Day immediately prior to the date on which the Offer Notice is delivered by Seller.

“**Settlement**” means the completion of the sale and repurchase of the Divested Shares on the Settlement Date in accordance with the provisions of this Confirmation.

“**Settlement Date**” means the date which is three (3) Trading Days following (and excluding) the Trade Date.

“**Trading Day**” means a day when the regulated stock exchange market of Euronext in Milan is open.

ARTICLE 2 – REPURCHASE OF THE DIVESTED SHARES BY THE COMPANY

- 2.1 The Offer Notice having been validly delivered by Seller and accepted by the Company shall be irrevocable and binding on the Parties and may not be withdrawn or repudiated by Seller or the Company.
- 2.2 On the terms set forth herein, on the Settlement Date, Seller shall sell, transfer and deliver to the Company, and the Company shall purchase from Seller and pay for, the Divested Shares.
- 2.3 The Divested Shares shall be sold and transferred to the Company free and clear of any Lien, with all rights (including, subject to Article 2.6, the right to dividends) and obligations attaching thereto, as from the Settlement Date.
- 2.4 The Divested Shares will be acquired by the Company as part of its share buy-back program authorized by the resolution of the general meeting of the Company (the “**Share Buy-back Program**”).
- 2.5 Subject to Article 2.6, the purchase price per Divested Share shall be equal to the average of the closing prices of a Divested Share on the regulated market of Euronext in Milan over the Reference Period (the “**Price per Share**”).
- 2.6 If the record date for any distribution of any kind (ordinary dividend, interim dividend, distribution of reserves, premium or retained earnings, whether in cash or in kind) occurs during the period from the date of the Offer Notice to the Settlement Date such that the Price per Share to be paid by the Company per Divested Share does not appropriately reflect such distribution, such Price per Share shall be adjusted downward by the amount of such distribution per Divested Share effectively paid by the Company to Seller.
- 2.7 The aggregate purchase price to be paid by the Company in accordance with Article 2.3 (the “**Total Purchase Price**”) shall be equal to the number of Divested Shares transferred to the Company multiplied by the Price per Share.
- 2.8 The transfer (levering) of the Divested Shares to the Company in accordance with the terms of this Article 2 shall occur by way of an off-market transaction on the Settlement Date upon the simultaneous delivery against payment performed in accordance with

applicable Laws and in accordance with the relevant procedure for “delivery versus payment” on the Settlement Date.

2.9 The Company shall hold in strict confidence and shall not disclose to any person the existence, date and content of the Offer Notice unless it accepts it and as from the date of such acceptance.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

3.1 Each Party hereby represents and warrants to the other Party that the following statements are true and accurate and not misleading as to it as of the date hereof and will be true and accurate and not misleading as of the Settlement Date:

- (a) It is duly organized and validly existing and in good standing under the Laws of the jurisdiction in which it is organized. It has the power and authority to enter into this Confirmation and the documents necessary for the consummation of the transactions contemplated in the Confirmation, and to carry out its obligations hereunder and thereunder.
- (b) No step has been taken or legal proceeding started against it for its winding-up, liquidation, bankruptcy or dissolution under applicable Laws and it is not insolvent.
- (c) The execution of this Confirmation and the consummation of the transactions contemplated hereunder have been duly authorized by its competent corporate bodies. No other corporate action on its part nor external prior approval is necessary to authorize the execution of this Confirmation or the consummation of the transactions contemplated hereunder.
- (d) This Confirmation has been duly executed by it and constitutes its legal, valid and binding obligation in accordance with its terms.

3.2 Seller hereby represents and warrants to the Company that, as of the date hereof and as of the Settlement Date, it is and will remain until the Settlement the sole legal and beneficial owner of the Divested Shares free and clear of any Lien, and the Divested Shares are and will until the Settlement remain freely transferable.

3.3 Company hereby represents and warrants that (i) the entering into or performance of this Confirmation will not constitute a violation by the Company of applicable ‘insider dealing’, ‘insider trading’, ‘market abuse’ or similar legislation, (ii) by entering into this Confirmation, the Company is not seeking to create, or expecting there to be created, a false or misleading market in, or the price of, its ordinary shares or any other security of the Company and (iii) the Company has no Inside Information (other than in relation to the transaction as contemplated in this Confirmation). Seller acknowledges that it has determined to sell the Divested Shares based on current market conditions and trading prices, that the Company may be in possession of information about itself and its financial and business operations and prospects that is not available to Seller and that Seller, being experienced, sophisticated and knowledgeable in investing in securities similar to the Divested Shares, is prepared to assume any disadvantage to which it may be subject on account of the disparity of information.

ARTICLE 4 – ENTIRE AGREEMENT

- 4.1 Except as expressly stipulated otherwise in this Confirmation, this Confirmation sets out all of the promises, covenants, agreements, conditions and undertakings between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written of the Parties with respect to the subject matter hereof.
- 4.2 No modification of this Confirmation shall be effective unless made in writing and signed by or on behalf of each of the Parties.

ARTICLE 5 – GENERAL AND MISCELLANEOUS PROVISIONS

- 5.1 This Confirmation shall be construed and enforced in all respects and exclusively under the Laws of the Netherlands, without regard to the conflict of law principles thereof.
- 5.2 All disputes arising out of or in connection with this Confirmation (including with respect to its signature, validity, performance, interpretation, termination and post-termination obligations hereof) or the transactions contemplated hereunder shall be submitted to the exclusive jurisdiction of the competent courts in Amsterdam, the Netherlands.
- 5.3 All notices, requests, demands, and other communications which are required or may be given under this Confirmation shall (i) be in writing in English, (ii) be addressed to the other Party at the respective email addresses set forth below (or to such other email address as such Party may from time to time designate, in writing to the other Party, in accordance with the provisions hereof), and (iii) be deemed effectively given on the date on which such email is sent by the sender to the recipient.
 - If to the Company:
For the Attention of Ferrante Zileri
Email: ferrante.zileri@stellantis.com
 - If to Seller:
For the Attention of Geng Zichuan
Email: gengzc@dfmc.com.cn
- 5.4 This Confirmation shall be binding on the Parties and their successors and permitted assigns. None of the Parties may assign its rights or obligations under this Confirmation, in whole or in part, without the written consent of the other Party.
- 5.5 In the event Seller transfers to an affiliate all or part of the Divested Shares, Seller shall cause such transferee to (i) agree to be bound vis-à-vis the Company by the same obligations as those imposed on Seller in this Confirmation with respect to the Divested Shares transferred to it and (ii) immediately transfer to Seller all the Divested Shares held by such transferee should such transferee cease to be an Affiliate of Seller.
- 5.6 Each Party agrees and acknowledges the right of the other Party to seek and obtain any remedy (including specific performance) that may be available to it under applicable Law including damages, it being specified that either Party shall always be entitled to the remedies of injunction and specific performance for any threatened or actual breach of the provisions of this Confirmation by the other Party.

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On [●] 22 / 11 / 2023

STELLANTIS N.V.

By: _____

Name: Ferrante Zileri Dal Verme

Title: Group Treasurer - Proxy Holder

[SIGNATURE PAGE – SHARE REPURCHASE CONFIRMATION]

DONGFENG MOTOR (HONG KONG) INTERNATIONAL CO., LIMITED

By: 廖顯志
Name: 廖顯志
Title: Director

[SIGNATURE PAGE – SHARE REPURCHASE CONFIRMATION]

