

Global Responsible Purchasing Guidelines

Foreword

1. The group of Stellantis companies (“Stellantis”) considers collaboration with the supply chain an integral part of its success. Stellantis strives to operate as an integrated team with our suppliers. The selection of suppliers is based not only on the quality and on the competitiveness of their products and services, but also on their adherence to the social, ethical and environmental principles set forth in these Global Responsible Purchasing Guidelines (the “Guidelines”). Your agreement to comply with these Guidelines is a prerequisite to becoming or continuing to be a supplier to Stellantis (a “Supplier”).¹

2. When signed, these Guidelines will bind the company signing these Guidelines and any subsidiary under its control with respect to the goods and/or services that it provides to Stellantis.

General Objectives and Commitments

Fundamental Principles

3. Stellantis aligns with, and expects its suppliers to align with: (a) the Global Compact and core International Labor Organization conventions; (b) the 2023 OECD Guidelines for Multinational Enterprises as well as the Guiding Principles on Business and Human Rights (“Ruggie Principles”) approved in 2011 by the United Nations Human Rights Council; (c) the 2030 United Nations Sustainable Development Goals as a framework for a transition to a more sustainable future including continued progress and innovation towards a decarbonized economy; (d) the United Nations Women’s Empowerment Principles (of which Stellantis is a signatory), and (e) the International Labor Organisation’s (“ILO”) Declaration on Fundamental Principles and Rights at Work.

Risk Assessments and Risk-based Due Diligence

4. Supplier agrees to carry out risk-based due diligence to address its salient human rights and environmental risks, adopting and maintaining effective risk management systems in alignment with these Guidelines. With respect to the goods and/or services that Supplier delivers to Stellantis, Supplier confirms to have processes in place to prevent, detect, investigate, mitigate, and remediate any non-compliance with the requirements set forth in these Guidelines, working with potentially affected stakeholders as appropriate.

5. In addition, Supplier agrees to carry out a regular, questionnaire-based assessment of its social and environmental performance by independent third-party providers designated by Stellantis specializing on ESG assessments. The assessment covers, amongst others, the following topics: environment, labor practices, working conditions, business ethics and sustainable procurement. Supplier understands that low assessment ratings may result in audits, corrective action plans or other relevant measures.

Appropriate Grievance Reporting Mechanisms

6. Supplier commits to implement grievance mechanisms (e.g., a whistleblowing line) accessible to its employees, business partners, and the public to allow Supplier’s employees, business partners, and the public to express concerns about potential violations of law, internal policies, human rights and conflicts of interest without fear of intimidation, harassment, retaliation, or violence. Stellantis’ grievance mechanism is the Stellantis Integrity Helpline, which is available to employees, business partners and the public worldwide, via telephone or web at www.integrityhelpline.stellantis.com.

Compliance Management and Controls

7. Supplier acknowledges the quick development of regulations in the matters covered by these Guidelines, including but not limited in environmental matters, export controls, and others. Supplier commits to remain informed and to adopt reasonable actions to place Supplier in a position to comply with such regulations as they continue to develop in regards to the products it provides to Stellantis.

8. In the event a Supplier materially fails to comply with the requirements of these Guidelines or does not align with their principles, Stellantis may request supplier to define and implement necessary corrective actions in a timely manner.

Stellantis reserves the rights to suspend temporarily or terminate its relationship with the supplier, if: (i) the corrective action plan is not designed to correct the non-compliance in a reasonable timeline or in a reasonable manner, and/or (ii) Supplier fails to meet its obligations under the corrective action plan without reasonable and timely justification, and/or (iii) Supplier fails to cooperate in the formulation or implementation of the corrective action plan.

Supply Chain Management

9. Stellantis expects Supplier to cascade the principle and spirit of these Guidelines throughout its supply chain. The Supplier therefore undertakes to: (i) raise its own supplier’s awareness on corporate and social responsibility (CSR) issues; (ii) establish a responsible procurement policy that aligns with these Guidelines; and (iii) implement reasonable due diligence measures with respect to Supplier’s own subcontracting chain.

10. To identify and mitigate risks in the supply chain, the Supplier subject to Section 32(d) below, agrees to disclose information that is requested by Stellantis in relation to Stellantis’ legal or regulatory obligations (e.g., battery regulation, ESG regulations, deforestation regulation, forced labor regulations, etc.) or to perform its risk-based due diligence. Supplier shall undertake specific actions to develop and assure supply chain transparency with its lower tiers for designated materials. This may include providing Stellantis detailed information regarding lower-tier suppliers up to the source of origin, if needed (including but not limited to their names, locations, and other relevant details), documentation substantiating business transactions along the supply chain and other information that may be relevant for

¹ Note that your agreement to these Guidelines does not constitute a business award or mean that you have been accepted as a supplier to Stellantis.

regulatory compliance.

Commitment to Social Principles

Support and Respect for Internationally Proclaimed Human Rights

11. Supplier: (a) respects human rights in all countries in which it operates, including in geographical areas where human rights may not yet be sufficiently protected; (b) agrees to work towards preventing situations of complicity or acts of collusion concerning fundamental human rights violations; and (c) pledges its commitment to fulfill its responsibility towards respecting human rights throughout its entire supply chain.

Uphold Freedom of Association and the Effective Recognition of the Right to Collective Bargaining

12. Supplier shall: (i) support its workforce's freedom of association and the right to be represented by trade unions or other representatives, in accordance with applicable local legislation and consistent with the spirit underlying the ILO recommendations (ILO Convention 87); and (ii) abstain from forms of anti-union activity that are not consistent with local legislation. Supplier is committed to good faith collective bargaining, a key aspect of relations between labor and management (ILO Convention 98).

Eliminate All Forms of Forced Labor and Child Labor

13. Supplier's policies and practices will not tolerate labor practices involving forced, compulsory, child labor, or human trafficking. Supplier will require its suppliers to adopt similar policies and practices. Supplier recognizes the principle that labor is deemed to be forced or compulsory when it is imposed by: (i) threats or abusive practices (ILO Conventions 29 and 105); illegitimately restricting workers' freedom of movement; and (ii) employment of children in violation ILO Convention 138 and 182; (iii) participating in state-sponsored compulsory labor transfer programs and other conditions referenced in the 11 ILO indicators of forced labor.

14. Supplier acknowledges that compliance with anti-forced labor regulation requires Supplier to develop knowledge of the supply chain and have appropriate documentation to comply with enforcement actions.

Eliminate Discrimination and Harassment with Respect to Employment and Occupation

15. Supplier's employees must be treated in a fair and non-discriminatory manner, with the guarantee of equal opportunity and the absence of any policy aimed at, or indirectly resulting in, discrimination and harassment towards them on any basis prohibited by law, including, as applicable, but not limited to, race, sex, sexual orientation, health condition, disability, age, nationality, or religion (in accordance with applicable laws and regulations and consistent with the spirit underlying ILO Convention 111).

Remuneration

16. Supplier is committed to ensuring that remuneration is at least equal to the minimum amount mandated by applicable laws and regulations (and legally guaranteed minimum for a profession, if any) or as set forth in the relevant collective bargaining agreements. Supplier is committed to the principle that its

compensation should seek to provide its workers and their families decent wages to afford reasonable and adequate shelter, food, and other necessities.

17. Supplier is expected to commit to the principle of equal pay for equally valued and productive work, between men and women (ILO Convention 100).

Working Hours

18. Supplier is committed to complying with applicable laws, regulations, ILO Conventions 1 and 30, and/or collective bargaining, and practices applicable in those countries where it operates, whichever is strictest, regarding working hours, fair compensation break times and periodic days off.

Respect for Health and Safety at Work

19. Supplier is committed to implementing effective occupational health and safety policies and procedures that meet or exceed applicable laws and regulations with the goal of zero workplace safety incidents. These policies and procedures should be applied at Suppliers' various sites in the form of concrete action plans that engage all employees and subcontractors including labor and management representatives, who will have the right to refuse to work in unsafe work conditions without the fear of retaliation (ILO Convention 155).

Respect for Vulnerable Groups

20. Supplier shall strive to recognize and respect the rights of vulnerable populations around the world such as children, migrant workers, minorities, persons with disabilities, indigenous peoples, and women, implementing reasonable measures to protect the rights of these groups, and extending these principles to its supply chain. If applicable to Supplier's business, Supplier shall make best efforts to obtain Free, Prior, and Informed Consent ("FPIC") of indigenous communities prior to undertaking projects or activities that may affect their lands, resources, and rights.

Respect for Local Communities

21. Stellantis requests Supplier to behave in a socially responsible manner by respecting the rights of local communities and indigenous people, including their cultures and traditions in each country in which they operate. If needed, the Supplier can cooperate with local organizations to facilitate dialogue with the concerned communities.

Non-Retaliation

22. Stellantis expects Supplier to prohibit retaliation against anyone who makes a good faith report of a violation of policy or law. This includes but is not limited to employees, suppliers, stakeholders, and human rights defenders. Human rights defenders are internationally recognized individuals or groups who promote and protect internationally recognized human rights and fundamental freedoms through peaceful and legal means. Supplier commits to neither tolerate nor contribute to threats, intimidation, or attacks against human rights defenders in relation to their operations to create safe and enabling environments for civic engagement and human rights at local, national, or international levels.

Environmental Protection

System of Environmental Quality Management

23. To minimize the impact of production processes and products on the environment, if applicable to Supplier's line of business, Supplier should: (i) strive to optimize the use of resources and minimize pollution and greenhouse gas ("GHG") emissions in its production as well as its supply chain; (ii) design and develop products taking into account the impact they have on the environment and the potential to reduce, re-use and recycle them; (iii) properly manage, in compliance with any applicable laws, air emissions, water consumption and discharge, waste treatment and disposal; and harmful noise emissions and vibrations (iv) avoid the use of potentially dangerous substances (as defined by applicable legislation); and (v) apply a logistics management that takes environmental impacts into consideration.

24. Supplier must have an Environmental Management System (EMS) that complies with local law. Certification of the EMS according to international standards (i.e. ISO14001, EMAS or equivalent) is strongly recommended for manufacturing processes of large scale or having a significant influence on the environment.

Research and Environmental Policy

25. Stellantis endeavors to research and promote innovative technical solutions contributing towards lowering the environmental impact of the vehicles it manufactures. Consequently, Supplier is committed to adopting a policy in the field of research to develop its products and bring them up to a still higher standard in terms of respect for the environment.

26. Supplier agrees to evaluate and to propose to Stellantis product solutions that integrate recycled materials and / or materials of natural origin with a lower carbon footprint than the original. Moreover, Supplier is committed to contributing to the objective of recyclability of vehicles through its material proposals. Supplier must produce a complete material itemization of its goods as per IMDS principles.

27. Supplier undertakes to implement a policy to reduce GHG emissions in order to contribute to Stellantis' Carbon Net Zero roadmap. To this end, it will, at Stellantis' request : communicate to Stellantis (i) the GHG emissions (scope 1, 2 and 3) related to the goods and services purchased by Stellantis ; and (ii) the Product Carbon Footprint information.

Deforestation, Land Conversion & Biodiversity

28. The preservation of biodiversity is a key challenge to sustainability, and Stellantis is committed to the prevention of unregulated deforestation and land conversion, and to the protection of natural ecosystems and natural habitats.

Stellantis intends to have a deforestation-free supply chain, and expects Supplier to include deforestation and land conversion in its risk assessment management system, in alignment with the United Nation's New York Declaration on Forests and the OECD-FAO Business Handbook on Deforestation and Due Diligence in Agricultural Supply Chains.

Compliance with ethical principles

Prohibited Practices

29. Supplier will abstain from conducting, directly or indirectly, any form of torture, cruel, inhuman or degrading treatment practices, war crimes, crimes against humanity, support of non-state armed groups in any activity related to the supply of goods or services to Stellantis, including but not limited to the extraction, transportation, distribution and sale of minerals, or other serious violations of international law.

Animal Welfare

30. As part of its supply and if applicable to the goods sold or services provided to Stellantis, the Supplier undertakes to respect and to ensure that its suppliers respect the five animal rights formalized by the World Organization for Animal Health (OIE) concerning animal welfare.

Responsible Procurement of Raw Materials and Minerals

31. At Stellantis, we recognize the significant impact that raw material and mineral supply chains can have on both people and the environment. It is therefore essential for all parties to give special attention to the products using these raw materials in their supply chains. We place a high emphasis on responsible procurement processes that ensure transparency regarding the origin of substances, particularly those sourced from conflict-affected and high-risk areas (CAHRA).

Stellantis expects suppliers to adhere to their due diligence obligations as outlined in the "OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas." This includes ensuring transparency on smelters and refineries involved in the processing of tin, tungsten, tantalum, and gold. In this context we also require the submission of any information necessary to comply with current applicable laws and regulations (e.g., Dodd Frank Act, EU conflict mineral regulation) via the latest version of the Conflict Minerals Reporting Template (CMRT form) as provided by the Responsible Minerals Initiative (RMI).

Compliance with Laws, Regulations and Policies

32. Supplier acknowledges its obligation to comply with the laws that apply to Supplier and with the provisions of its contracts with Stellantis regarding compliance with laws. Without limiting such obligation, Supplier agrees to the following:

(a) Codes of Conduct. Supplier has a code of conduct that requires ethical conduct from its employees, and cascades ethical principles to its suppliers through a supplier code of conduct or other means.

(b) Anti-Bribery and Corruption. Supplier agrees not to engage in any form of bribery, either with private parties or with government officials, and will comply with all applicable anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and the French Loi Sapin 2.

(c) Prohibited Substances. In addition to complying with laws that require traceability of substances of concern for the protection of health or the environment, Supplier will consider

substances subject to restriction by draft regulations as well as any requirements to address their substitution with viable alternatives (for example, Stellantis has already set up dedicated action plans to address European Universal REACH PFAS restriction proposals and European Taxonomy regulation on targeted new vehicle programs).

(d) Export Controls and Economic Sanctions. Supplier is aware of the fast changing regulatory environment of export controls and economic sanctions (collectively “Export Controls Laws”) and has put in place systems and controls to comply with Export Controls Laws. Supplier will not violate, and will not cause Stellantis to violate, any Export Controls Laws. Supplier will notify Stellantis immediately if it, or if any of the owners of 50% or more of its ownership interests, become restricted under Export Controls Laws. Upon Stellantis’ request, Supplier will conduct best efforts to provide to Stellantis the information necessary for Stellantis to comply with Export Controls Laws, such as Export Control Classification Number (ECCN), and percent (%) of regional/country content. Supplier will, if necessary, provide documentation to government agencies as may be required by such agencies if necessary for Stellantis to comply with applicable law.

(e) Conflicts of Interest. Supplier undertakes to have processes to prevent, detect and remediate any conflict of interest, especially any conflict of interest that may influence its business with Stellantis.

(f) Requests for Information. Supplier undertakes to respond diligently and transparently to reasonable requests for

information from Stellantis, whether financial or non-financial, regarding its compliance with these Guidelines. No provision of these Guidelines obligates Supplier to disclose to Stellantis any of Supplier’s confidential information, unless Stellantis determines that disclosure is required to comply with applicable laws, regulations or the fundamental principles mentioned in Section 3. In such cases, Stellantis will work with Supplier to adopt reasonable measures that protect Supplier’s confidential information as much as possible while accomplishing the legal or regulatory objective.

(g) Counterfeit Products. Supplier will prohibit any activity that facilitates the production or trade of counterfeit products or components throughout its supply chain and will cooperate with Stellantis in any investigation related to suspected counterfeit activity.

(h) Anti Money Laundering. Supplier will prohibit any activity that facilitates money laundering, the funding of terrorism, other criminal activities, or inappropriate financial activities.

(i) Support of Small and Medium Enterprises. In specific circumstances, Stellantis is also committed to supporting small and local suppliers. Supplier shall reasonably assist Stellantis in these endeavors when requested.

(j) Training and development. Supplier undertakes to provide training for the development of skills and capabilities of its employees. Stellantis makes available selected training programs for its suppliers and encourages Supplier to do the same.

SUPPLIER AGREEMENT

Company name (highest corporate parent) _____

DUNS (of highest corporate parent) _____

Signed by (full name, title and e-mail) _____

Date & Signature / Stamp:

Once signed, upload this document in Orion Supplier Master Data System, send it back to your contact in purchasing department or to the mailbox: sust-purchase@stellantis.com

Your signature does not mean that you have been accepted as a Supplier to Stellantis.