

NOMINATION LETTER

This Nomination Letter, effective from 07/11/2023, is entered into hereto by and between Stellantis Europe S.p.A. having its registered office at Corso Giovanni Agnelli, 200 – 10135 Torino, Italy (“**Stellantis Europe S.p.A.**”) and the company also identified below.

Principal	Stellantis Europe S.p.A.
Registered office	Corso Giovanni Agnelli, 200 – 10135, Torino, Italia
hereinafter referred to as:	Client

Supplier	R.E.M. S.r.L.
Registered office	Via Ferruccio, 16/A – 03010 Patrica (FR)
hereinafter referred to as:	Supplier

The Client and the Supplier hereinafter severally referred to as the "Party" or jointly as the "Parties".

1. Subject to the terms and conditions set forth in this Nomination Letter, the Client hereby confirms its willingness to entrust the Supplier with the task of performing the Activities described herein below, in accordance with: (i) the Supplier offer number 2023_0674 REV1 of the August 29, 2023 (RFQ50194651, AO4151826); last e-mail October 20; 2023; (ii) the General Terms and Conditions for the Provision of Equipment (“CGA 02”); and (iii) the relevant specifications of activities provided by the Client.

The Supplier hereby acknowledges and recognises that the Client’s decision is based on the positive assessment of the terms and conditions agreed with the Client as summarised below:

Activities	Adaptation of safety conditions according to legislative decree for Plant Cassino; (ADEGUAMENTO CONDIZIONI – Cassino) RFQ50194651, RFx4151826
Price of activity :	€ 179.750,-
Terms of invoicing	15% down payment 55% after completion of installation and safety acceptance 30% after final acceptance Payment 60 calendar days net from the date of issuance of the invoice, on weekly basis Provided that the complete documentation is available to the Technical Department
Terms of payment	60 days end of invoice month
Delivery terms	As shared with Tech. Dept.

The Parties expressly declare and recognize that the payment terms, herein agreed, have been carefully examined and approved by each Party and are not grossly unfair to the creditor, being the result of the evaluation and the will of the Parties.

2. All the above terms and conditions shall not be deemed as exhaustive. The additional terms and conditions that shall govern the Activities shall be those set forth in a specific purchase order and/or in a specific contract entered into by and between the Parties on the basis of the terms and conditions the Client usually applies to the generality of its suppliers.
3. During the performance of the Activities, the Supplier shall comply with any and all reasonable instructions issued by the Client and the procedures and technical standard of the Client, applicable to the Activities.
4. The Supplier shall perform the Activities and in compliance with any provision concerning: (i) the workplace safety and accident prevention regulations of Legislative Decree No. 81/2008 as amended, or similar legislation in force in the Country where the Activities are provided, and (ii) legislation on the environment and the prevention of pollution caused by industrial activities.
5. Prior to and until the execution of a specific contract or the issuance of a purchase order, the Client shall have the right to suspend or cancel the Activities, without any liability, by giving the Supplier a prior written notice. It remains

agreed and understood that the Client shall not be in any way liable to the Supplier for the above suspension or cancellation of the Activities and the Supplier does hereby waive any right, claim or action against the Client for any damages, losses, costs and expenses borne by the Supplier in connection with or as a consequence of such cancellation or suspension. In such event, the Client shall pay to the Supplier a reasonable amount for the raw materials and manpower, performed up to the date of such suspension or cancellation, previously authorized in writing by the Client and duly proved and documented by the Supplier.

6. During the execution of the activities provided for in this Nomination Letter, the Supplier shall comply with the provisions of the Client's Code of Conduct, the Sustainability Guidelines for Suppliers and any and all the laws and regulations of the Country in which the Supplier is established and/or operates, including but not limited to any and all the laws and regulations the infringement of which have as a consequence the corporate liability of the Supplier. Failing the Supplier to comply with the above mentioned provisions, the Client shall have the right to early terminate any other business relationship with the Supplier. The provisions of Codes of Conduct and the Sustainability Guidelines are available at the internet address: <https://www.stellantis.com/en/responsibility/responsible-purchasing-practices>
<http://www.esupplierconnect.com/>

The Parties assert having attentively examined and approved in all the dispositions of this Nomination Letter.

SIGNATURE PAGE

NOMINTION LETTER

IN WITNESS WHEREOF, the Parties have caused this Nomination Letter to be executed below by their duly authorized representatives as of the date written below.

Stellantis Europe S.p.A.

By: _____
Name: _____ Henri Quemoun _____
Title: _____
Date: _____

SIGNATURE PAGE
NOMINATION LETTER

IN WITNESS WHEREOF, the Parties have caused this Nomination Letter to be executed below by their duly authorized representatives as of the date written below.

Supplier

By: _____

Name: _____

Title: _____

Date: _____