



octobre 26, 2023

Subject: Global Responsible Purchasing Guidelines - New release

Dear Supplier,

A new version of the Global Responsible Purchasing Guidelines (GRPG) is available on the Stellantis website. Your formal commitment to this new version is required by January 1st, 2024, for new business awards.

Acceptance of GRPG is mandatory for any Direct Material and major Indirect new business award. Your signed version should be posted in our Stellantis Supplier Master data tool "Orion", or sent to your usual contact in purchasing department or addressed to following mailbox: sust-purchase@stellantis.com.

Thank you, CSR Purchasing Team

Notes:

1/ CSR Vision / Responsible Purchasing Practices:

<https://www.stellantis.com/en/responsibility/responsible-purchasing-practices>

2/ Global Responsible Purchasing Guidelines:

<https://www.stellantis.com/content/dam/stellantis-corporate/group/governance/corporate-regulations/global-responsible-purchasing-guidelines.pdf>

Please only submit all
initialed and signed pages
after this page.

The group of Stellantis companies ("Stellantis") considers collaboration with the supply chain an integral part of its success and, therefore, strives to operate as an integrated team with suppliers. The selection of suppliers is based not only on the quality and on competitiveness of their products and services, but also their adherence to social, ethical and environmental principles. Your agreement to comply with these Global Responsible Purchasing Guidelines (the "Guidelines") is a prerequisite to becoming or continuing to be a supplier to Stellantis (a "Supplier").¹Your acceptance will bind you and any of your affiliates and subsidiaries that provide goods or services to Stellantis.

Please sign these Guidelines in the space provided below. These Guidelines will be accepted and become effective immediately upon your signature or, in the absence of your signature, upon your commencement of any work or services for Stellantis.

Stellantis takes the 2030 United Nations Sustainable Development Goals as a framework for its actions in the transition to a more sustainable future.

Stellantis commits to contributing to a decarbonized economy by engaging its talents and assets across its products, plants, and other facilities. Stellantis is strongly involved in environmental issues (greenhouse gas and pollutant emissions, recycling, the use of natural resources, circular economy, etc.) and expects not only support from Suppliers throughout the entire lifecycle of a vehicle but also innovative proposals contributing to its ambitions announced publicly.

Stellantis endorses the principles included in the Global Compact and core International Labor Organization conventions as key elements in the development of these Guidelines and commits to respect the OECD Guidelines for Multinational Enterprises adopted in 2011 as well as the Guiding Principles on Business and Human Rights ("Ruggie Principles") approved in 2011 by the United Nations Human Rights Council. Stellantis is signatory of the United Nations Women's Empowerment Principles.

Supplier selection and retention in the Stellantis suppliers panel is guided by corporate and social responsibility (CSR) criteria

- *Assessing, Monitoring and Remedial Actions*

Supplier's social and environmental performance is regularly assessed by a third party. This assessment covers, amongst others, the following topics: environment, labor practices, working conditions, business ethics and sustainable procurement. The assessment is used for defining (i) the risk of a Supplier's non-compliance with the principles set forth in these Guidelines and (ii) the sites to be audited.

In the event of non-compliance by Supplier with the principles set forth in these Guidelines:

- the non-compliance may be considered a material breach of the contract(s) between Stellantis and

Supplier that may justify immediate termination of the contract(s) and consequently of the business relationship under the applicable terms and conditions of purchase; or

- Stellantis may require that Supplier implements an action plan to put in place corrective actions to bring its performance into line and shall provide Supplier support to jointly define the required remedies, as appropriate. If the required remedies cannot be jointly defined, Stellantis reserves the right to immediately terminate, under the applicable terms and conditions of purchase, the contracts between Stellantis and Supplier and consequently the business relationship.
- if the required remedies are jointly agreed to, Stellantis may conduct follow up audits to verify implementation of the jointly planned remedial actions. If such remedial actions are not implemented, Stellantis reserves the right to immediately terminate, under the applicable terms and conditions of purchase, the contracts between Stellantis and Supplier and consequently the business relationship.

- *Appropriate Grievance Reporting Mechanisms*

Supplier commits to implement grievance mechanisms (e.g., whistleblowing lines) accessible to its employees, business partners, and the public. Such mechanisms will allow Suppliers' employees, business partners, and the public to express concerns without fear of intimidation, harassment, retaliation, or violence.

- *Reporting Non-Compliance to Stellantis*

With respect to the goods or services that Supplier delivers to Stellantis, Supplier: (i) 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; and (ii) must report any non-compliance with these Guidelines to Stellantis and commits to zero retaliation against individuals who make reports in good faith. Stellantis will work with Supplier to resolve any such non-compliance as necessary, reserving, however, its right to terminate the business relationship for non-compliance as set forth in the preceding paragraphs.

The preferred method for reporting non-compliance is the Stellantis Integrity Helpline, which is available to employees, business partners and the public worldwide, via telephone or web. Web access is available at the following link:

www.integrityhelpline.stellantis.com

Compliance with social principles

- *Support and respect the protection of internationally proclaimed human rights*

Supplier respects human rights in all countries in which it operates, including in geographical areas where human rights may not yet be sufficiently protected.

¹ But 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.

Supplier agrees to work towards preventing situations of complicity or acts of collusion concerning fundamental human rights violations.

Supplier pledges its commitment to fulfill its responsibility towards respecting human rights in its operations and throughout its entire supply chain.

- *Uphold freedom of association and the effective recognition of the right to collective bargaining*

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*

No form of labor practice involving forced, compulsory, child labor, or human trafficking is tolerated. Supplier must not engage in, and will require its suppliers to not engage in, directly or indirectly, child or forced labor practices. Supplier recognizes the principle of the freedom of choice of employment. Labor is deemed to be forced or compulsory: (i) when it is imposed by means of a threat (withholding of food, confiscation of land, non-payment of salary, physical violence, sexual abuse, or non-voluntary prison labor, etc.) (ILO Conventions 29 and 105) or by illegitimately restricting workers' freedom of movement, for example by denying their access to government-issued identity documents; and (ii) in case of: employment of children in violation of the International Labour Organization's conventions (ILO Convention 138 and 182); participation in state-sponsored compulsory labor transfer programs or programs for the conscription of laborers; isolation of workers in worker internment camps, and others. Supplier acknowledges the ILO 11 indicators of forced labor and represents that none of such indicators shall be present within its supply chain.

Supplier acknowledges Stellantis' initiatives to eliminate forced labor from its supply chain and agrees to undertake measures to detect and eliminate forced labor from its own supply chain. Such measures include identifying the goods it supplies to Stellantis with and providing trade documentation, in the shape and manner requested by Stellantis, when requested, that traces the goods or its components throughout the Supplier's supply chain to the original source. Supplier shall cooperate with Stellantis programs to map the Supplier's supply chain and/or to obtain from that supply chain any specific information/ documentation for goods that Stellantis purchases from Supplier, including shipping documents, bills of lading, etc. Supplier understands that time will be of the essence in such requests and agrees to devote best efforts and resources to achieve the timelines that Stellantis may establish for such activities.

- *Eliminate discrimination with respect to employment and occupation*

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 towards them on any basis prohibited by law, including, as applicable, but not limited to, race, gender, 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*

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.

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*

Supplier is committed to complying with applicable laws, regulations, ILO Conventions 1 and 30, and/or automotive standards, 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*

Stellantis strives for an accident-free workplace. 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 involve each employee at their level of responsibility in the company, including labor and management representatives. Supplier employees will have the right to refuse to work in unsafe work conditions without the fear of retaliation (ILO Convention 155).

- *Respect for vulnerable groups*

Stellantis recognizes and respects the rights of vulnerable populations around the world such as children, migrant workers, minorities, persons with disabilities, indigenous peoples, and women. Suppliers are expected to similarly commit to protecting the rights of these groups, implement measures to address any health and safety concerns specific to these groups and work to extend them to their supply chain.

- *Respect for local communities*

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*

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*

To minimize the impact of production processes and products on the environment, Supplier should: (i) make every effort 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 discharges, and waste treatment and disposal; (iv) avoid the use of potentially dangerous substances (as defined by current legislation); and (v) apply a logistics management that takes environmental impacts into consideration.

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*

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.

Supplier shall meet the commitment of Stellantis to green materials by proposing solutions integrating recycled materials and / or materials of natural origin with a lower carbon footprint than the original. Moreover, it 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.

Supplier undertakes to implement a policy to reduce GHG emissions in order to contribute to Stellantis' Carbon Net Zero roadmap 8. To this end, it will: (i) communicate each year to Stellantis the GHG emissions related to the production, upstream and downstream transport of the goods and services purchased by Stellantis (scope 1, 2 and 3); and (ii) answer Part Carbon Footprint information requests ensuring its accuracy.

• *Prevent deforestation & land conversion*

Deforestation and land conversion are two of the key challenges that exacerbate both the climate and biodiversity crises. Stellantis engages with all its Suppliers globally and

throughout the supply chain to focus on land use while having appropriate monitoring, traceability, and implementation of action plans to address these issues and ensure a net-positive impact. Stellantis intends to have a deforestation-free supply chain, and expects Supplier to take specific measures, including due diligence throughout its supply chain, to prevent or mitigate the risk of deforestation, 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.

Supplier undertakes to forbid deforestation or land conversion throughout its supply chain. For the high-risk regions and supply chains mentioned above, Supplier commits to provide to Stellantis:

- a detailed mapping of its supply chain (from the "farm" or "mine" to the plant) that includes the address of each manufacturing site;
- a public deforestation-free and land conversion-free commitment, published on its website in a transparent manner
- a time-bound plan with clear actions and milestones to meet that commitment;
- supply chain management systems in place to deliver on the commitment;
- regular public reporting of progress; and
- independent verification of the systems used to deliver the deforestation-free and land conversion-free products.

Stellantis will rely on Suppliers that are actively implementing deforestation-free supply chains, with tangible results coming from reliable initiatives and local agreements or partnerships. These Guidelines are a component of Stellantis global GHG footprint reduction strategy and ambition to be carbon net zero by 2038.

Compliance with ethical principles

• *Prohibited substances and materials*

The supplies, products or goods bought from the Supplier by Stellantis, whether they are standard or specifically developed by the Supplier for Stellantis, must respect legislations or regulations applicable in the production countries and the areas/ countries where the product is sold or used (European Union, etc.), including laws and regulations that require traceability of substances of concern for the protection of health or the environment.

• *Prohibited practices*

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.

• *Material due diligence and fight against the use of conflict minerals*

Stellantis seeks to: apply the principles of responsible sourcing of parts and components including raw materials and minerals, exercise its duty of vigilance and participate in the

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development of responsible procurement. Stellantis' policy is to establish transparency with Suppliers on the origin of minerals used in particular from conflict affected and high-risk areas (CAHRA) including but not limited to, tungsten, tantalum, tin and gold (known as "3TG") as defined by the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas ("OECD Due Diligence Guidance").

Supplier is expected to: (i) have or implement policies committing to responsible sourcing of minerals and materials; (ii) utilize due diligence frameworks and systems consistent with OECD Due Diligence Guidance to conduct due diligence; (iii) and require their suppliers to adopt management systems and practices that are aligned to these Guidelines and the OECD Due Diligence Guidelines. Supplier will refer to any recommendation from the legislators about the extension of the list of materials or risk areas.

Supplier undertakes to submit in writing to Stellantis the results of efforts that comply with legally applicable standards regarding:

- the detailed composition of the materials used in the manufacturing of the goods supplied as well as any changes in their composition;
- 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);
- the smelter from which raw materials are supplied either directly or through subcontractors.

Supplier will: (i) make reasonable efforts, and no less than required by law, to achieve compliance in its operations, to support Stellantis' commitment to use risk identification analysis to support prioritizing the origin tracing activities for additional materials and work to implement processes and tools to reach this objective; and (ii) undertake remedial measures that Stellantis deems adequate to cease sourcing from channels that are determined to be non-compliant.

• *Animal Welfare*

As part of its supply, 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.

• *Export Controls*

Supplier agrees to become knowledgeable of and comply with all applicable export control and sanctions laws and regulations, including those of the EU, the United States and any other applicable jurisdiction (the "Export Control & Sanctions Laws"). Supplier will not violate, and will not cause Stellantis to violate, any Export Control & Sanctions Laws (e. g. by transshipping goods through, or supplying goods or services from, sanctioned countries, or with the assistance of any individuals or entities appearing in export-restricted or sanctions lists). Supplier is aware of the constant change of countries, entities and persons mentioned in export-restricted and sanctions lists and has taken steps to keep up to date with such changes.

With respect to the goods or technology that Supplier sells or

licenses to Stellantis, Supplier will provide to Stellantis the information necessary to ensure compliance with Export Control & Sanctions Laws, including any potential military use or military end-user of such goods, Export Control Classification Number (ECCN), percent (%) of U.S. content, or if requested, of other country or regional content prior to the sale or Supplier's start of real production ("SORP"), whichever is earlier. Licenses or other authorizations required for the export of goods or services, or to conduct business in sanctioned countries or with sanctioned entities or persons, will be the responsibility of the Supplier unless otherwise agreed in the contract entered into with Stellantis, in which event Supplier shall provide all necessary information as may be requested by Stellantis to request such licenses or authorizations.

Compliance with laws

Stellantis expects Supplier to: (i) be fully compliant with all laws and regulations applicable in the countries in which it operates; (ii) have its own Code of Conduct; (iii) and cascade these expectations to its own suppliers.

• *Fair trade practices*

Notwithstanding the terms and conditions applicable to Supplier's sale of goods or services to Stellantis, contracts, purchase orders or other contractual instruments, Supplier agrees to conduct the following activities.

Supplier agrees to 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. Accordingly, the Supplier will not engage in any form of commercial bribery, nor directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority or of any government-owned, government-controlled or government-affiliated entity to induce such person(s) to violate their official duties in order to grant Supplier any benefit, including obtaining or retaining any contract, business opportunity or other business benefit. Supplier will adopt appropriate measures to promote similar compliance amongst its subcontractors, vendors, agents or other associated third parties.

Supplier undertakes to ensure all taxes, fees, royalties for the extraction of minerals and/or obtaining of raw materials and/or the production of goods are paid.

Supplier agrees to know about and comply with any applicable rule relating to competition, and will implement any anti-competitive practices (cartels, etc.). Supplier must independently determine its behavior and its commercial policy on the market to maintain healthy competition between all players.

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.

Supplier undertakes to have processes and controls in place around the giving and receiving of gifts and entertainment with business partners.

Supplier undertakes to respond diligently and transparently to requests for information from Stellantis, whether financial or

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non-financial.

Supplier will apply appropriate protections for the confidential information it receives from Stellantis, consistently with non-disclosure agreements, terms and conditions or contractual requirements that Stellantis may require for that purpose. Supplier will also respect the intellectual property rights of other parties.

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.

Supplier will prohibit and have controls in place to detect any activity that facilitates money laundering, the funding of terrorism, other criminal activities, or inappropriate financial activities.

• *Retention and use of personal data*

Supplier undertakes to comply with the regulations in force concerning the collection and use of personal data. No use and treatment other than those provided for in the contracts and applicable laws and regulations may be implemented by the Supplier.

Training & support to small & local suppliers

• *Training and development*

Supplier undertakes to provide appropriate tools for the development of skills and capabilities to all its employees. Through the offer of technical support, Stellantis encourages Suppliers to establish training programs for their employees to enhance the level of their professional skills.

Lay-off practices. In dealing with redundancies, Supplier's responsible behavior is expected so that, where possible and within the applicable legal framework, the effects are mitigated. Each employee affected is to receive appropriate

information and assistance in line with local legislation.

• *Support of small and local suppliers*

In specific circumstances, Stellantis is also committed to supporting small and local suppliers, helping to facilitate technological upgrades and acquisition of long-term assets.

Sustainable procurement

• *Supplier relationships with its own suppliers*

Stellantis expects its Suppliers to cascade the above principles throughout their 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 respecting these Guidelines; and (iii) implement all due diligence measures with respect to its own subcontracting chain.

Supplier Agreement

Stellantis expects its Suppliers to conduct a self-assessment of their compliance with these Guidelines and offers them technical support toward enhancing their performance. Supplier acknowledges having read and understood these Guidelines and agrees to apply them, throughout its company/group. If necessary, it commits itself and all its subsidiaries and affiliates throughout the world that provide goods or services to Stellantis.

Supplier formally accepts the principle that self-assessment questionnaires will be sent out, that they should be completed, and that audits can be carried out at its various sites, or at those of its subsidiaries, by Stellantis or by a third party appointed by Stellantis for this purpose.


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Company name R.E.M. srl

DUNS (Global ultimate) 338553147

Last name & First name PACE ADELE

Function & e-mail ADMINISTRATOR mail: info@rem-motori.it

I undertake to comply with the social, compliance, sustainability, training environmental responsibility requirements of Stellantis as set forth in these Global Responsible Purchasing Guidelines.

Date & Signature / Stamp:

27/10/2023


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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.