

EXECUTION VERSION

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.](¹)

FIAT CHRYSLER FINANCE EUROPE

société en nom collectif

Registered office: 24 Boulevard Royal, L-2449, Luxembourg, Grand Duchy of Luxembourg,

R.C.S. Luxembourg B-59500

PERMANENT GLOBAL NOTE

Unconditionally and irrevocably guaranteed by
FIAT CHRYSLER AUTOMOBILES N.V.

This Global Note is a Permanent Global Note in respect of a duly authorised issue of Notes (the **Notes**) of FIAT CHRYSLER FINANCE EUROPE *société en nom collectif* (the **Issuer**) described, and having the provisions specified, in the attached Final Terms (the **Final Terms**). References in this Global Note to the Conditions shall be to the Terms and Conditions of the Notes as set out in Schedule 2 to the Agency Agreement (as defined below) as modified and supplemented by the information set out in the Final Terms, but in the event of any conflict between the provisions of (i) that Schedule or (ii) this Global Note and the information set out in the Final Terms, the Final Terms will prevail.

Words and expressions defined or set out in the Conditions and/or the Final Terms shall have the same meaning when used in this Global Note.

This Global Note is issued subject to, and with the benefit of, the Conditions and an Amended and Restated Agency Agreement (the **Agency Agreement**, which expression shall be construed as a reference to that agreement as the same may be amended, supplemented, novated or restated from time to time) dated 27 March 2020 and made between (*inter alia*) the Issuer, Fiat Chrysler Automobiles N.V. (the **Guarantor**), Citibank, N.A., London Branch (the **Principal Paying Agent**)[, Citicorp International Limited] (the **CMU Lodging and Paying Agent**)]** and the other agents named in it.

For value received the Issuer, subject to and in accordance with the Conditions, promises to pay to the bearer of this Global Note on the Maturity Date and/or on such earlier date(s) as all or any of the Notes represented by this Global Note may become due and repayable in accordance with the Conditions, the amount payable under the Conditions in respect of such Notes on each such date and to pay interest (if any) on the nominal amount of the Notes from time to time represented by this

⁽¹⁾ This legend can be deleted if the Notes have an initial maturity of one year or less or TEFRA C is specified in the applicable Final Terms.

Global Note calculated and payable as provided in the Conditions together with any other sums payable under the Conditions, upon [(if the Final Terms indicates that this Global Note is not intended to be a New Global Note)]*** presentation and, at maturity, surrender of this Global Note at the office of the [Principal Paying Agent at Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB /CMU Lodging and Paying Agent at 39/F Champion Tower, 3 Garden Road, Central, Hong Kong]** or at the specified office of any of the other paying agents located outside the United States (except as provided in the Conditions) from time to time appointed by the Issuer and the Guarantor in respect of the Notes.

[Payment of interest or principal by the CMU Lodging and Paying Agent to the person for whose account a relevant interest in this Global Note is credited as being held by the CMU Service at the relevant time as notified to the CMU Lodging and Paying Agent by the CMU Service in a relevant CMU Instrument Position Report or any other relevant notification by the CMU Service shall discharge the obligations of the Issuer in respect of that payment. For these purposes, a notification from the CMU Service shall be conclusive evidence of the records of the CMU Service (save in the case of manifest error).]**

[If the Final Terms indicates that this Global Note is intended to be a New Global Note, the nominal amount of Notes represented by this Global Note shall be the aggregate nominal amount from time to time entered in the records of both Euroclear Bank S.A./N.V. and Clearstream Banking, S.A. (together, the **relevant Clearing Systems**). The records of the relevant Clearing Systems (which expression in this Global Note means the records that each relevant Clearing System holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the nominal amount of Notes represented by this Global Note and, for these purposes, a statement issued by a relevant Clearing System stating the nominal amount of Notes represented by this Global Note at any time (which statement shall be made available to the bearer upon request) shall, save in the case of manifest error, be conclusive evidence of the records of the relevant Clearing System at that time.

If the Final Terms indicates that this Global Note is not intended to be a New Global Note, the nominal amount of the Notes represented by this Global Note shall be the aggregate nominal amount stated in the Final Terms or, if lower, the nominal amount most recently entered by or on behalf of the Issuer in the relevant column in Part II or III of Schedule One or in Schedule Two.]***

On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Notes represented by this Global Note [:

- (a) if the Final Terms indicates that this Global Note is intended to be a New Global Note, details of such redemption, payment or purchase and cancellation (as the case may be) shall be entered pro rata in the records of the relevant Clearing Systems and, upon any such entry being made, the nominal amount of the Notes recorded in the records of the relevant Clearing Systems and represented by this Global Note shall be reduced by the aggregate nominal amount of the Notes so redeemed or purchased and cancelled; or
- (b) if the Final Terms indicates that this Global Note is not intended to be a New Global Note]***, details of such redemption, payment or purchase and cancellation (as the case may be) shall be entered by or on behalf of the Issuer in Schedule One and the relevant space in Schedule One recording any such redemption, payment or purchase and cancellation (as the case may be) shall be signed by or on behalf of the Issuer. Upon any such redemption or purchase and cancellation, the nominal amount of the Notes represented by this Global Note shall be reduced by the nominal amount of such Notes so redeemed or

purchased and cancelled. The nominal amount of the Notes represented by this Global Note following any such redemption or purchase and cancellation, or any exchange as referred to below shall be the nominal amount most recently entered by or on behalf of the Issuer in the relevant column in Part II or III of Schedule One or in Schedule Two.

Where TEFRA D is specified in the applicable Final Terms, the Notes will initially have been represented by a Temporary Global Note.

On any exchange of any such Temporary Global Note for this Global Note or any part of it [:

- (a) if the Final Terms indicates that this Global Note is intended to be a New Global Note, details of such exchange shall be entered in the records of the relevant Clearing Systems; or
- (b) if the Final Terms indicates that this Global Note is not intended to be a New Global Note]***, details of such exchange shall be entered by or on behalf of the Issuer in Schedule Two and the relevant space in Schedule Two recording such exchange shall be signed by or on behalf of the Issuer, whereupon the nominal amount of the Notes represented by this Global Note shall be increased by the nominal amount of any such Temporary Global Note so exchanged.

This Global Note may be exchanged in whole but not in part (free of charge) for Definitive Notes and (if applicable) Coupons and/or Talons in the form set out in Parts IV, V and VI respectively of Schedule 6 to the Agency Agreement (on the basis that all the appropriate details have been included on the face of such Definitive Notes and (if applicable) Coupons and Talons and the Final Terms (or the relevant provisions of the Final Terms) have been endorsed on or attached to such Definitive Notes) either, as specified in the applicable Final Terms:

- (i) upon not less than 60 days' written notice being given to the [Principal Paying Agent by Euroclear and/or Clearstream acting on the instructions of any holder of an interest in this Global Note/CMU Lodging and Paying Agent by the relevant account holders in the CMU Service]**; or
- (ii) only upon the occurrence of an Exchange Event.

An **Exchange Event** means:

- (1) an Event of Default has occurred and is continuing;
- (2) the Issuer has been notified that [both] Euroclear [./and] Clearstream [and, if applicable, the CMU Service]** have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available; or
- (3) unless otherwise specified in the applicable Final Terms, the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by this Global Note in definitive form.

If this Global Note is only exchangeable following the occurrence of an Exchange Event:

- (i) the Issuer will promptly give notice to Noteholders in accordance with Condition 13 upon the occurrence of an Exchange Event; and

- (ii) in the event of the occurrence of any Exchange Event, [Euroclear and/or Clearstream acting on the instructions of any holder of an interest in this Global Note may give notice to the Principal Paying Agent/the relevant account holders in the CMU Service may give notice to the CMU Lodging and Paying Agent]** requesting exchange and, in the event of the occurrence of an Exchange Event as described in paragraph (3) above, the Issuer may also give notice to the [Principal Paying Agent/CMU Lodging and Paying Agent]** requesting exchange. Any such exchange shall occur no later than 60 days after the date of receipt of the first relevant notice by the [Principal Paying Agent/CMU Lodging and Paying Agent]**.

Any such exchange will be made upon presentation of this Global Note at the office of the [Principal Paying Agent/CMU Lodging and Paying Agent]** specified above by the bearer of this Global Note on any day (other than a Saturday or Sunday) on which banks are open for business in [London/Hong Kong]**. The aggregate nominal amount of Definitive Notes issued upon an exchange of this Global Note will be equal to the aggregate nominal amount of this Global Note.

On an exchange of this Global Note, this Global Note shall be surrendered to the [Principal Paying Agent/CMU Lodging and Paying Agent]**.

Until the exchange of this Global Note, the bearer of this Global Note all in all respects (except as otherwise provided in this Global Note be entitled to the same benefits as if he were the bearer of Definitive Notes and the relative Coupons and/or Talons (if any) represented by this Global Note. Accordingly, except as ordered by a court of competent jurisdiction or as required by law or applicable regulation, the Issuer and any Paying Agent may deem and treat the holder of this Global Note as the absolute owner of this Global Note for all purposes. All payments of any amounts payable and paid to such holder shall, to the extent of the sums so paid, discharge the liability for the moneys payable on this Global Note and on the relevant definitive Notes and/or Coupons.

In the event that this Global Note (or any part of it) has become due and repayable in accordance with the Conditions or that the Maturity Date has occurred and, in either case, payment in full of the amount due has not been made to the bearer in accordance with the provisions set out above, unless within the period of seven days commencing on the relevant due date payment in full of the amount due in respect of this Global Note is received by the bearer in accordance with those provisions, this Global Note will become void at 8.00 p.m. ([London/Hong Kong]** time) on such seventh day and the bearer will have no further rights under this Global Note (but without prejudice to the rights which the bearer or any other person may have under the Deed of Covenant executed (*inter alia*) by the Issuer on 27 March 2020 in respect of the Notes issued under the Programme Agreement pursuant to which this Global Note is issued).

This Global Note and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Global Note, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

This Global Note shall not be valid unless authenticated by the [Principal Paying Agent/CMU Lodging and Paying Agent]** [and, if the Final Terms indicates that this Global Note is intended to be a New Global Note which is intended to be held in a manner which would allow Eurosystem eligibility, effectuated by the entity appointed as common safekeeper by the relevant Clearing Systems]**.

IN WITNESS whereof the Issuer has caused this Global Note to be duly executed on its behalf.

Fiat Chrysler Finance Europe société en nom collectif, acting through its UK branch

By:



Authenticated without recourse,
warranty or liability by

**[Citibank, N.A., London Branch/
Citicorp International
Limited]**

By:

[Effectuated without recourse,
warranty or liability by

as common safekeeper]

By:]***

** *References to the CMU Lodging and Paying Agent, the CMU Service and Hong Kong are relevant to CMU Notes only. Delete as applicable.*

*** *In the case of CMU Notes, delete references to Global Notes in NGN form.*

