

EXHIBIT O

[Management Services Agreement]

FORM OF MANAGEMENT SERVICES AGREEMENT

MANAGEMENT SERVICES AGREEMENT

between

FIAT GROUP AUTOMOBILES S.p.A.

and

CHRYSLER LLC

Dated as of April [•], 2009

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ANNEX A: DESCRIPTION OF SERVICES TO BE DELIVERED BY FIAT
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MANAGEMENT SERVICES AGREEMENT dated as of April [], 2009 (this “Agreement”), between FIAT GROUP AUTOMOBILES S.p.A., a *Società Per Azioni* organized under the laws of Italy (“Fiat”) and CHRYSLER LLC, a Delaware limited liability company (the “Company”).

WHEREAS, the Company is, directly and through its Subsidiaries (as hereafter defined), engaged in the business of developing, manufacturing, distributing and selling a range of automotive products, mainly full-size, mid-size and compact cars, minivans, SUVs, parts and accessories, and of providing leasing and fleet-management services for retail and commercial customers, at various locations in the United States and around the world (such business, the “Company Business”);

WHEREAS, Fiat S.p.A. and the Company are each party to the Master Transaction Agreement, pursuant to which Fiat will make available to the Company certain rights to Fiat technology, management services, access to international markets and other distribution enhancements under and pursuant to the terms and conditions of the Alliance Agreements (as defined in the Master Transaction Agreement) in exchange for equity interests in the Company and options to acquire additional equity interests in the Company; and

WHEREAS, to facilitate the efficient and expeditious implementation and execution of the Initial Business Plan of the Company and to rationalize overhead and create efficiencies in sales and marketing expenditures, Fiat is willing to provide the Company with certain management services as further described herein, and the Company desires to obtain such services from Fiat.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

SECTION 1.1 Specific Definitions. As used in this Agreement, and unless the context requires a different meaning, the terms defined in the Definitions Addendum have the meanings specified or referred to therein. Terms not in the Definitions Addendum may be defined elsewhere in the text of this Agreement, and, unless otherwise indicated, shall have such meaning indicated throughout this Agreement.

ARTICLE II SERVICES

SECTION 2.1 Appointment. The Company appoints Fiat to provide the services described in Section 2.2 for the term commencing on the Closing Date and terminating on the Termination Date (as defined below) of this Agreement (the “Term”).

SECTION 2.2 Services. During the Term of this Agreement, and subject to Section 2.3 and the other terms and conditions hereof, Fiat shall render to the Company, through itself and its Subsidiaries and Representatives, the services described in Annex A of

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this Agreement, as the same may be amended from time to time to include such other Services, as may be reasonably requested by the Board of Directors and as may be reasonably practicable to be provided by Fiat, in each case to the extent necessary to facilitate efficient and expeditious implementation and execution of the Initial Business Plan of the Company (the “Initial Business Plan”) or to rationalize overhead and create efficiencies in sales and marketing expenditures or as otherwise reasonably determined to be appropriate or necessary by the Board of Directors and Fiat (collectively, the “Services”). For the avoidance of doubt, the services listed in Annex B of this Agreement (“Excluded Services”), as the same may be amended from time to time by the mutual consent of the parties, shall not be provided by Fiat under this Agreement.

SECTION 2.3 Delivery of Services. (a) Fiat shall deliver the Services to the Company during the Term of this Agreement and in providing such Services, Fiat shall use substantially the same level of care, skill and diligence as it uses in the provision of similar services to itself and its Subsidiaries; provided, that Fiat shall be entitled to give priority to the business, operational, financial and reporting requirements of Fiat and its Subsidiaries to the extent necessary to ensure that the provision of services hereunder does not materially and adversely interfere with the operation of its business. Any reasonable delay in the delivery of Services arising in connection with such prioritization shall not constitute a breach hereof and Fiat shall have no liability as a result thereof.

(b) Fiat shall consult with the Board of Directors in delivering the Services under this Agreement; provided, that Fiat may, in its reasonable discretion, (i) determine the time and manner in which it shall deliver the Services and (ii) appoint, withdraw or replace any Representative, with respect to whom, the Board of Directors has no reasonable objections. The Representatives of Fiat who deliver Services to the Company pursuant to this Agreement shall report to and follow Fiat’s directions.

(c) The Company shall provide, to the extent reasonably available, office space and administrative resources at the Company’s headquarters in Auburn Hills, Michigan as is reasonably requested by Fiat for use by the Fiat Representatives in carrying out Fiat’s responsibilities under this Agreement.

(d) It is the parties’ intent that Fiat shall not be deemed a fiduciary with respect to plans subject to the Employee Retirement Income Securities Act of 1974, as amended.

SECTION 2.4 Expenses. (a) During the Term of this Agreement, no management fees will be due to Fiat from the Company in consideration of the Services delivered hereunder other than the reimbursement of Out-of-Pocket Expenses as provided in this Section 2.4.

(b) The Company shall pay directly or reimburse Fiat and its Subsidiaries for any and all out-of-pocket fees, costs or expenses actually paid or incurred by Fiat or its Subsidiaries in connection with the Services delivered under this Agreement in connection

with the Services delivered under this Agreement, including (i) fees and disbursements of any independent professionals and organizations, including independent accountants, outside legal counsel or consultants, retained or used by Fiat in carrying out Fiat's responsibilities under this Agreement; (ii) costs of any outside services or independent contractors, such as management consultants, retained or used by Fiat in carrying out Fiat's responsibilities under this Agreement; (iii) transportation, travel or any similar expense not associated with the ordinary business operations of Fiat or its Subsidiaries; (iv) fees and expenses incurred in connection with communications and meetings with the Company (or its Board of Directors or any committee thereof), including transportation, travel and similar expenses and expenses associated with the preparation of public or financial filings and related documents and materials; and (v) insurance expenses (including insurance policies applicable to the provision of Services hereunder (collectively, "Out-of-Pocket Expenses"), but excluding any cash compensation or bonuses paid to directors, officers or employees of Fiat in connection with the delivery of Services hereunder (except with respect to any Fiat officer or employee seconded to the Company). For the avoidance of doubt, Fiat will not be entitled to be reimbursed for any such Out-of-Pocket Expenses to the extent such expenses would be impermissible to be incurred (or in excess of the amounts thereof that would be permissible to be incurred) by the Company under any binding agreements with the U.S. Treasury or pursuant to applicable law related to financial support provided by the U.S. Government, or any other applicable Law.

(c) Notwithstanding any other provision of this Agreement, the Company shall be responsible for the payment of all fees, costs and expenses incurred by, or related to the activities of, the Company and its Subsidiaries, and nothing in this Agreement shall be construed to require Fiat to advance or pay such fees, costs or expenses on behalf of the Company or its Subsidiaries.

ARTICLE III INDEMNIFICATION AND LIABILITY

SECTION 3.1 Liability. (a) Neither Fiat nor any of its Representatives shall be liable to the Company or its subsidiaries or any of their Affiliates for an losses, damages, claims, costs and expenses, interest, awards, judgments, and penalties (including reasonable attorneys' and consultants' fees and expenses) suffered or incurred by them (each a "Loss") arising out of or in connection with the performance of the Services contemplated by this agreement, except to the extent that any such Loss results from the recklessness of Fiat or its Representatives as determined in a final, non appealable order by a court of competent jurisdiction. Fiat makes no representations or warranties, express or implied, in respect of the Services to be provided by Fiat and its Representatives.

(b) Except as Fiat may otherwise agree in writing after the date hereof, (i) Fiat shall have the right to, and shall have no duty (contractual or otherwise) not to, directly or indirectly: (A) engage in the same or similar business activities or lines of business as the Company or its Subsidiaries or any of their Affiliates and (B) do business with any client or customer of the Company or its Subsidiaries or any of their Affiliates and (ii) Fiat shall not be liable to the Company or its Subsidiaries or any of their Affiliates for breach of any duty

(contractual or otherwise) by reason of any such activities set forth in clause (i) above or of such Person's participation therein. In the event Fiat acquires knowledge of a potential transaction or matter, but only to the extent Fiat has acquired such knowledge outside of its capacity in providing Services to the Company under this Agreement, that may be a corporate opportunity for both the Company or its Subsidiaries or any of their Affiliates, on the one hand, and Fiat or its Subsidiaries, on the other hand, Fiat shall have no duty (contractual or otherwise) to communicate or present such corporate opportunity to the Company or its Subsidiaries or any of their Affiliates and, notwithstanding any provision of this Agreement to the contrary, shall not be liable to the Company, its Subsidiaries or any of their Affiliates for breach of any duty (contractual or otherwise) by reasons of the fact that Fiat or its Subsidiaries directly or indirectly pursues or acquires such opportunity for itself, directs such opportunity to another person, or does not present such opportunity to the Company, its Subsidiaries or any of their Affiliates. The Services to be provided by Fiat under this Agreement shall not be deemed to be exclusive, and Fiat and its Subsidiaries, each other person providing Services as arranged by Fiat, and their respective Representatives, shall at all times be free to render services to others; provided, however, that at any time while this Agreement is in effect, Fiat and its Subsidiaries shall not render similar services in similar scope to any other Person engaged in the business of manufacturing automobiles or original automobile equipment in the United States, Canada and Mexico.

SECTION 3.2 Indemnification. To the maximum extent permissible by Law, the Company or Fiat, as the case may be (the "Indemnifying Party") shall indemnify and hold harmless the other party and its Subsidiaries and Representatives (each an "Indemnified Party" and collectively, the "Indemnified Parties" from and against any and all losses, damages, claims, cost and expenses, interests, awards, judgments and penalties (including reasonable attorney's and consultant's fees and expenses) suffered or incurred by them (each, a "Loss" and collectively, "Losses"), to the extent arising, resulting from or relating to recklessness of the Indemnifying Party.

(a) The Indemnifying Party shall reimburse any Indemnified Party for all Losses as they are incurred in connection with investigating, preparing, pursuing, defending or assisting in the defense of any pending or threatened Proceeding for which the Indemnified Party would be entitled to indemnification under the terms of the previous sentence, or any Proceeding arising therefrom, whether or not such Indemnified Party is a party thereto.

(b) The Indemnifying Party shall not be liable under Section 3.2(a) with respect to any particular Loss of an Indemnified Party to the extent determined by a court of competent jurisdiction in a final, non-appealable order to have resulted from the fraud, bad faith or willful misconduct of such Indemnified Party. The attorneys' fees and other expenses of an Indemnified Party shall be promptly paid by the Indemnifying Party as they are incurred upon receipt, in each case, of an undertaking by or on behalf of the Indemnified Party to repay such amounts if and to the extent it is determined by such court that the Losses in question resulted from the fraud, bad faith or willful misconduct of such Indemnified Party (and in no event later than 20 Business Days after receipt of such undertaking).

SECTION 3.3 Notice of Loss; Third Party Claims. (a) An Indemnified Party shall give the Indemnifying Party notice of any matter which an Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement, stating the amount of the Loss, if known, and method of computation thereof, and containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed or arises.

(b) If an Indemnified Party shall receive notice of Proceeding against it which may give rise to a claim for Loss under this Article III (a “Third Party Claim”), within 30 days of the receipt of such notice, the Indemnified Party shall give the Indemnifying Party notice of such Third Party Claim; provided, however, that the failure to provide such notice shall not release the Indemnifying Party from any of its obligations under this Article III, except to the extent that such failure results in a material detriment to the Indemnifying Party and shall not relieve the Indemnifying Party from any other Liability that it may have to any Indemnified Party other than under this Article III. The Indemnifying Party shall be entitled to assume and control the defense of such Third Party Claim at its expense and through counsel of its choice if it gives notice of its intention to do so to the Indemnified Party within 30 days of the receipt of such notice from the Indemnified Party; provided, however, that if there exists or there is reasonably likely to exist a conflict of interest that would make it inappropriate, in the reasonable judgment of the Indemnified Party, after consultation with counsel, for the same counsel to represent both the Indemnified Party and the Indemnifying Party, then the Indemnified Party shall be entitled to retain its own counsel at the expense of the Indemnifying Party, and shall be entitled to retain local counsel at the expense of the Indemnifying Party in any relevant jurisdiction, with the consent of the Indemnifying Party (not to be unreasonably withheld or delayed). If the Indemnifying Party elects to undertake any such defense against a Third Party Claim, the Indemnified Party may participate in such defense at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party, at the Indemnifying Party’s expense, all witnesses, pertinent records, materials and information in the Indemnified Party’s possession or under the Indemnified Party’s control relating thereto as is reasonably required by the Indemnifying Party. Similarly, in the event the Indemnified Party is conducting the defense against any such Third Party Claim, the Indemnifying Party shall cooperate with the Indemnified Party in such defense and make available to the Indemnified Party, at the Indemnifying Party’s expense, all such witnesses, pertinent records, materials and information in the Indemnifying Party’s possession or under the Indemnifying Party’s control relating thereto as is reasonably required by the Indemnified Party. If the Indemnifying Party elects to direct the defense of any such Proceeding, the Indemnified Party shall not pay, or permit to be paid, any part of such Third Party Claim unless the Indemnifying Party consents in writing to such payment or unless the Indemnifying Party withdraws from the defense of such Third Party Claim or unless a final judgment from which no appeal may be taken by or on behalf of the Indemnifying Party is entered against the Indemnified Party for such Third Party Claim. No Third Party Claim may be settled prior to a final judgment thereon and no appeal may be foregone by any party conducting the defense against such Third Party Claim pursuant to this Section 3.3 without the prior written consent of the Indemnified Party (which consent shall not be unreasonably

withheld or delayed), unless the Indemnified Party and its Affiliates are released in full in connection with such settlement.

ARTICLE IV TERMINATION

SECTION 4.1 Termination of Certain Services and this Agreement. (a) Unless terminated earlier as provided in Section 4.1(b), this Agreement shall remain in full force and effect until such time as Fiat or any of its Affiliates ceases to hold any equity (directly or indirectly) in the Company (the “Initial Term”), at which point this Agreement shall be automatically renewed for successive one year terms, unless terminated by either party with written notice delivered in accordance with Section 5.4 at least 30 days prior to the expiration of such Initial Term or successive term, as applicable (such date of termination, the “Termination Date”).

(b) This Agreement may be terminated by either the Company or Fiat at any time, upon the occurrence of any of the following: (i) the issuance of a Governmental Order permanently restraining, enjoining or otherwise prohibiting any of the transactions contemplated by the Master Industrial Agreement, and such Governmental Order shall have become final and non-appealable; (ii) the effective date of a Fiat Resignation (as defined in the Operating LLC Agreement) conducted in accordance with Section 7.1(a) of the Operating LLC Agreement; (iii) the commencement of a voluntary or involuntary case or other proceeding by or against the Company seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or other similar law now or hereafter in effect, which in the case of an involuntary proceeding is not stayed or lifted within 30 days; the application for or consent to the appointment of a receiver, trustee, liquidator or custodian by the Company for itself or of all or a substantial part of its property; the making by the Company of a general assignment for the benefit of any of its creditors; or the taking by the Company of any action for the purpose of effecting any of the foregoing; or (iv) upon 60 days written notice at any time after the Initial Term.

(c) Notwithstanding the foregoing, the Company and Fiat by mutual written agreement shall have the right pursuant to this Section 4.1 to terminate any of the Services described on Annex A of this Agreement on a Service-by-Service basis at any time and any and all Services not so terminated shall continue to be provided by Fiat pursuant to the terms of this Agreement.

SECTION 4.2 Effect of Termination. In the event of termination of this Agreement pursuant to Section 4.1, except for Sections 2.4 and 4.2 and ARTICLES III and V, which shall survive any such termination, this Agreement shall forthwith become void and there shall be no liability under this Agreement on the part of any party hereto or any of their respective Representatives and all rights and obligations of each party hereto shall cease.

ARTICLE V GENERAL PROVISIONS

SECTION 5.1 Force Majeure. Fiat shall be relieved of its obligations hereunder if and to the extent that any of the following events or conditions directly or indirectly make impracticable the performance by Fiat of any of its obligations hereunder: an act of God, war, riot, fire, earthquake, explosion, flood, sabotage, national defense requirement or emergency, strike, lockout, job action, injunction, act or order of a Governmental Authority, act of a public enemy, embargo, or other concerted act of workers, telecommunications or electrical failings, or similar occurrence beyond the reasonable control of Fiat; provided, that Fiat agrees to use and shall excuse performance, provided that the affected party has taken all reasonable and customary measures to avoid the occurrence of such Force Majeure Event. Upon the occurrence of a Force Majeure Event, Fiat shall promptly notify the Company that a Force Majeure Event has occurred and shall use its commercially reasonable efforts on a continuous basis to cure, correct or minimize the impact of the Force Majeure Event. Fiat shall not be liable to the Company for any Losses sustained as a result of the inability of Fiat to perform any of its obligations as a result of such event or condition.

SECTION 5.2 Relationship of Parties. The parties each acknowledge that they are separate entities, each of which has entered into this Agreement for independent business reasons. Except as provided below in this Section 5.2, the relationship of Fiat and its Subsidiaries and Representatives to the Company and its Subsidiaries under this Agreement is that of an independent contractor and nothing herein shall be deemed or construed to create a relationship of partnership, employment, agency, joint venture, or any other relationship. In recognition of the fact that some of the Services to be provided by Fiat hereunder will require Fiat's Representatives to engage in business dealings to be conducted on behalf and in the name of the Company, the Company authorizes Fiat and its Representatives to use any of its names, whenever necessary or appropriate in providing Services or other assistance hereunder.

SECTION 5.3 Amendment; Waiver. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto. At any time, any party hereto may (a) extend the time for the performance of any obligation or other act of any other party hereto, (b) waive any inaccuracy in the representations and warranties contained herein or in any document delivered pursuant hereto and (c) waive compliance with any agreement or condition contained herein. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the party or parties to be bound thereby. Failure by any party hereto to enforce any covenant, duty, agreement, term or condition of this Agreement, or to exercise any right hereunder, shall not be construed as thereafter waiving such covenant, duty, term, condition or right; and in no event shall any course of dealing, custom or usage of trade modify, alter or supplement any term of this Agreement.

SECTION 5.4 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person or by facsimile and confirmed by overnight courier service to the respective parties at the following addresses (or

at such other address for a party as shall be specified in a notice given in accordance with this Section 5.4):

if to Fiat:

Fiat S.p.A.
Via Nizza n. 250
10125 Torino
Italy
Attention: Chief Executive Officer
Telecopy: [●]

if to the Company:

Chrysler LLC
1000 Chrysler Drive
Auburn Hills, MI 48326
United States of America
Attention: General Counsel
Telecopy: +1 (248) 512-1771

SECTION 5.5 Entire Agreement; Assignment. This Agreement and the other documents referred to herein, constitute the entire agreement among the parties and contain all of the agreements among the parties with respect to the subject matter hereof as of the date of the Agreement and supersede all prior agreements, undertakings and negotiations (in each case, both oral and written) between the parties, or any of them, with respect to the subject matter hereof. This Agreement binds and inures to the benefit of the parties hereto and their respective successors and assigns. This Agreement and the rights, obligations and remedies hereunder (including any amounts to be paid or received hereunder) shall not be assignable or transferable by either party (including by operation of Law) without the prior written consent of the other party (to be given in its sole discretion), except that (a) the Company may assign, delegate or transfer this Agreement to any Affiliate; (b) the Company may assign or otherwise transfer its rights and delegate its obligations under this Agreement (in whole or in part) in connection with a sale of all or substantially all of its assets or a merger or other similar change of control transaction involving the Company; and (c) the Company or a business unit of the Company may assign or otherwise transfer its rights and delegate its obligations under this Agreement (in whole or in part) in connection with a sale of all or substantially all of its assets or a merger or other similar change of control transaction of one or more units of the Company. Any attempted assignment that does not comply with the terms of this Section shall be null and void ab initio.

SECTION 5.6 Governing Law. This Agreement and the rights and obligations of the Parties under this Agreement shall be governed by and construed in accordance with the

Law of the State of New York, without giving effect to the principles thereof relating to the conflicts of Laws.

SECTION 5.7 Arbitration. All claims, controversies or disputes arising in connection with this Agreement shall be finally decided in accordance with the arbitration rules (the "Rules") of the London Court of International Arbitration ("LCIA") by one arbitrator appointed in accordance with its Rules. Arbitral proceedings shall take place in London, England before the LCIA and shall be conducted in the English language. The decision of the arbitrator shall be final and binding upon the Parties and will not be subject to any appeal of any kind to resolve the dispute. The parties waive any right to appeal and/or seek any remedy before any court that would have competence on the matters in dispute in the absence of this Section, *provided* that, notwithstanding the foregoing, the parties may seek the intervention of the competent courts in order to enforce the arbitrator's decision.

SECTION 5.8 Waiver of Jury Trial. Each of the Parties: WAIVES ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 5.9 Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the Parties hereto.

SECTION 5.10 Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or portion thereof) to any person, entity or circumstance is held to be invalid, illegal or otherwise unenforceable in any respect by a final judgment, order of a court of competent jurisdiction, such provision shall be deemed to be void and unenforceable. Notwithstanding the preceding sentence, the remaining provisions of this Agreement, if capable of substantial performance, shall remain in full force and effect.

SECTION 5.11 Mutual Negotiation. This Agreement is the result of negotiations between the parties hereto and shall not be deemed or construed as having been drafted by any one party, (ii) each of the parties hereto and its counsel have reviewed and negotiated the terms and provisions of this Agreement and have contributed to its preparation, (iii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement, and (iv) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

FIAT GROUP AUTOMOBILES S.p.A.

By: _____

Name:

Title:

CHRYSLER LLC

By: _____

Name:

Title:

DEFINITIONS ADDENDUM

DEFINED TERMS

“Affiliate” of any Person means another Person that directly or indirectly (including through one or more intermediaries) controls, is controlled by, or is under common control with, such first Person.

“Board of Directors” means the board of directors of the Company, as elected or appointed in accordance with Section 5.3 of the Operating LLC Agreement.

“Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in Torino, Italy or the City of New York.

“Closing Date” means the closing date under the Master Transaction Agreement.

“control” (including the terms “controlled by” and “under common control with”), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly, as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by contract or otherwise.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Governmental Authority” means any federal, national, international, supranational, state, provincial, local or other government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body (including private arbitrators or arbitral panels to the extent empowered to issue binding decisions).

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Law” means any federal, national, international, supranational, state, provincial, local or similar (including foreign) statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law).

“Master Transaction Agreement” means the Master Transaction Agreement, dated April 30, 2009, by and among Fiat, the Company and the other parties listed on the signature pages thereto.

“Operating LLC Agreement” means the Amended and Restated Operating LLC Agreement of the Company.

“Person” means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Exchange Act.

“Proceeding” means any action, charge, claim, demand, suit, arbitration, inquiry, notice of violation, investigation, litigation, audit or other proceeding (including a partial proceeding, such as a deposition), whether civil, criminal, administrative, investigative or informal.

“Representatives” means, with respect to any Person, its partners (both general and limited), members (both managing and otherwise), directors, officers, employees, consultants, affiliates, agents, counsel, investment advisers, and legal, tax and accounting advisors and other representatives.

“Subsidiary” of any Person means any corporation, partnership, limited liability company, or other organization, whether incorporated or unincorporated, which is controlled by such Person.

ANNEX A
DESCRIPTION OF SERVICES TO BE DELIVERED BY FIAT

Fiat will render services in the following fields:

MANAGEMENT SERVICES
HUMAN RESOURCES AND ORGANIZATION
QUALITY
MANUFACTURING
ENGINEERING
SALES & NETWORK
AFTER SALES
FINANCE & CONTROL
INFORMATION TECHNOLOGY

**ANNEX B
EXCLUDED SERVICES**

NONE