

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

BERTRANDT U.S., INC.,

Plaintiff,

Case No. \_\_\_\_\_

v.

FISKER GROUP INC.,

Defendant.

\_\_\_\_\_/

**PLAINTIFF BERTRANDT U.S. INC.'S COMPLAINT AGAINST  
DEFENDANT FISKER GROUP, INC.**

Plaintiff Bertrandt U.S., Inc. (“Bertrandt”), by its attorneys, Dickinson Wright PLLC, states as follows for its Complaint against Defendant Fisker Group Inc. (“Fisker”):

**PARTIES AND JURISDICTION**

1. Bertrandt is a Michigan corporation with its principal place of business at 1775 West Hamlin Road, Rochester Hills, Michigan.
2. Fisker is a Delaware corporation with its principal place of business at 1888 Rosecrans Avenue, Manhattan Beach, California.
3. Bertrandt is a citizen of Michigan.
4. Fisker is a citizen of Delaware and California.

5. Jurisdiction is proper in this Court pursuant to 29 U.S.C. § 1332(a)(1) because the amount in controversy exceeds \$75,000.00 exclusive of interest, costs and attorney fees, and complete diversity of citizenship exists between the parties.

6. The Court has personal jurisdiction over Fisker for purposes of this action because Fisker contracted in Michigan to do business with a Michigan corporation headquartered in Michigan.

7. Venue is proper in the Eastern District of Michigan, Southern Division pursuant to 28 U.S.C. §§ 1391(b)(2).

### **GENERAL ALLEGATIONS**

8. Bertrandt is part of the Bertrandt AG group of companies, which provide engineering, design and development expertise to the automotive industry (among others) at more than 50 locations worldwide.

9. Fisker purports to be a manufacturer of electric vehicles.

10. On or about May 31, 2022, Fisker and Bertrandt entered into a Design and Development Agreement (the “DDA”), a copy of which is attached as **Exhibit 1** hereto. The DDA’s confidential exhibits 2.1, 2.2, 2.3 and 2.4 are not included herewith, but are in the possession of Fisker.

11. Pursuant to the DDA, Bertrandt agreed to perform certain engineering, design, and development services for Fisker in connection with Fisker’s attempt to launch Fisker’s PEAR electric vehicle.

12. Fisker agreed to pay Bertrandt specified amounts for such services.

13. Fisker repeatedly breached the DDA by failing to pay amounts owed to Bertrandt pursuant to the DDA.

14. Fisker further breached the DDA by purporting to place the DDA on an indefinite “pause,” which caused Bertrandt to incur substantial delay costs and severely undermined the overall value of the DDA to Bertrandt.

15. Fisker also breached the DDA in other ways, including, but not necessarily limited to, by failing to comply with Sections 4.1, 8.1, 8.2 and 8.3 of the DDA.

16. Separately, Fisker requested that Bertrandt provide certain engineering, design, and development services in connection with Fisker’s attempt to launch Fisker’s ALASKA electric vehicle.

17. Bertrandt quoted the cost of providing these services to Fisker at \$1,660,000.00.

18. While the parties never executed a formal written agreement akin to the DDA regarding the ALASKA vehicle, Fisker directed Bertrandt to perform the work quoted and agreed to pay for it, and Bertrandt did in fact perform the work for Fisker pursuant to Bertrandt’s General Terms and Conditions of Business (the “Bertrandt GTCs”), a copy of which is attached as **Exhibit 2** hereto.

19. Fisker failed to pay Bertrandt for the ALASKA work too.

20. The following invoices are past due and owing by Fisker to Bertrandt:

Customer	Invoice No.	Invoice Date	Due Date	Amount
Fisker Group Inc.	95073119	1/31/2024	4/8/2024	\$2,025,000.00
Fisker Group Inc.	91166250	11/28/2023	1/27/2024	\$376,443.00
Fisker Group Inc.	95073111	1/18/2024	4/7/2024	\$1,660,000.00
Fisker Group Inc.	95072956	12/31/2023	3/5/2024	\$600,000.00
Fisker Group Inc.	95072635	11/30/2023	2/5/2024	\$600,000.00
Fisker Group Inc.	95072355	10/31/2023	12/30/2023	\$600,000.00
Fisker Group Inc.	95072354	10/1/2023	12/29/2023	\$600,000.00
Fisker Group Inc.	95072102	8/31/2023	11/5/2023	\$600,000.00
<b>TOTAL</b>				<b>\$7,061,443.00</b>

21. Copies of the foregoing invoices are compiled as **Exhibit 3** hereto.

22. Fisker has not disputed these invoices.

23. To the contrary, on February 6, 2024, in discussions with Bertrandt, Fisker acknowledged its liability for payment of these invoices and agreed to promptly pay \$3,685,000 as a partial payment to reduce Fisker's past due A/R balance to Bertrandt.

24. Fisker failed to make the payment.

25. Despite Bertrandt's repeated demands for payment, Fisker has failed to pay any of the invoices.

### **Count I – Breach of Contract**

26. Bertrandt incorporates by reference and restates all allegations above as if fully stated herein.

27. The DDA constitutes a binding contract between Bertrandt and Fisker.

28. Bertrandt and Fisker are also parties to a separate binding contract regarding the ALASKA vehicle based on Bertrandt's quote, Fisker's acceptance of the quote and/or directive to perform the services, and Bertrandt's performance of the services pursuant to the Bertrandt GTCs (the "Alaska Contract").

29. Fisker materially breached the DDA as set forth above.

30. Fisker materially breached the Alaska Contract as set forth above.

31. Bertrandt materially performed its obligations under both the DDA and the Alaska Contract prior to Fisker's breach, and all conditions precedent to enforcement of the DDA and the Alaska Contract, if any, have been satisfied, waived, or prevented by the actions of Fisker.

32. Fisker's breach of the DDA has caused Bertrandt damages in the amount of \$5,401,443 in unpaid invoices, plus at least an additional \$5,858,000 in lost profits, delay costs, and incidental damages.

33. Fisker's breach of the Alaska Contract has caused Bertrandt damages in the amount of \$1,660,000 in unpaid invoices.

34. In sum, Bertrandt has suffered damages from Fisker's breaches of contract totaling at least \$12,919,443.

**WHEREFORE**, Bertrandt respectfully requests that this Court enter a judgment against Fisker and in favor of Bertrandt in an amount of at least

\$12,919,443, plus interest, attorney fees and costs, and grant such additional relief as this Court deems just and equitable.

**Count II – Unjust Enrichment/Quantum Meruit**

35. Bertrandt incorporates by reference and restates all allegations above as if fully stated herein.

36. Fisker received a substantial benefit from Bertrandt in the form of the engineering, design, and development services Bertrandt provided to Fisker for the PEAR vehicle and the ALASKA vehicle.

37. In the event either the DDA or the Alaska Contract is found not to constitute a binding contract, Bertrandt should still be compensated for the value of the services it provided to Fisker – which total at least \$7,061,443 – on the basis of quantum meruit.

38. Fisker has been unjustly enriched at the expense of Bertrandt because Fisker received the benefits described above without paying for them.

39. Fisker is required to compensate Bertrandt for these benefits, as it would otherwise be inequitable for Fisker to retain them.

**WHEREFORE**, in the event either the DDA or the Alaska Contract is found not to constitute a binding contract, Bertrandt respectfully requests that this Court enter a judgment against Fisker and in favor of Bertrandt in an amount of at

least \$7,061,443, plus interest, attorney fees and costs, and grant such additional relief as this Court deems just and equitable.

**Count III – Statutory Conversion**

40. Bertrandt incorporates by reference and restates all allegations above as if fully stated herein.

41. Bertrandt is the rightful owner of valuable intellectual property produced by Bertrandt, and now in the possession of Fisker, related to the engineering and development of the PEAR and ALASKA vehicles.

42. On April 22, 2024, Bertrandt demanded that Fisker return all of Bertrandt's intellectual property to Bertrandt, and further demanded that Fisker certify to Bertrandt in writing that Fisker had not retained any hard copies or electronic copies of the same.

43. Fisker failed to do either.

44. Fisker continues to wrongfully exert dominion or control over Bertrandt's intellectual property.

45. Fisker has converted Bertrandt's intellectual property to Fisker's own use.

46. Fisker's actions have caused Bertrandt damages in the amount of the value of Bertrandt's intellectual property (which such value is to be proven at trial).

47. Pursuant to MCL 600.2919a(1)(a), Bertrandt is entitled to recover from Fisker three times the amount of actual damages sustained, plus attorney's fees and costs.

**WHEREFORE**, Bertrandt respectfully requests that this Court enter a judgment against Fisker and in favor of Bertrandt for treble the value of Bertrandt's intellectual property converted by Fisker, in an amount to be proven at trial, plus interest, attorney fees and costs, and grant such additional relief as this Court deems just and equitable.

Respectfully Submitted,

/s/ Doron Yitzchaki  
Doron Yitzchaki (P72044)  
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Dated: April 30, 2024

*Attorneys for Plaintiff*



# **EXHIBIT 1**

**Design and Development Agreement**

between

**FISKER GROUP INC.**

and

**BERTRANDT US INC.**

dated as of

May 31, 2022

## Design and Development Agreement

This Design and Development Agreement (this "**Agreement**"), dated as of May 31, 2022 (the "**Effective Date**"), is by and between Fisker Group Inc., a Delaware corporation ("**Fisker**") and Bertrandt US Inc., a Michigan corporation ("**Bertrandt**").

A. Fisker and Bertrandt previously entered into a Development (Consulting Project) whereby Bertrandt provided a feasibility study, cost analysis, timing proposal, and other items related to the Fisker designed and branded vehicle termed PEAR (the "**Vehicle**").

B. Fisker wishes to build upon the initial work done by Bertrandt and retain Bertrandt to perform certain engineering services to design and engineer the full PEAR electric vehicle.

C. In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Definitions.

"**Action**" has the meaning set forth in Section 12.1.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"**Agreement**" has the meaning set forth in the preamble.

"**Bertrandt**" has the meaning set forth in the preamble.

"**Bertrandt Background Intellectual Property**" means (i) Intellectual Property owned or Controlled by Bertrandt or its Affiliates prior to the Effective Date, and (ii) Intellectual Property that Bertrandt or its Affiliates develops (or acquires) after the Effective Date independently of this Agreement.

"**Bertrandt Program Director**" has the meaning set forth in Section 3.1(a)(i).

"**Bertrandt Equipment**" means any equipment, systems, cabling, or facilities provided by or on behalf of Bertrandt and used directly or indirectly in the provision of the Services.

"**Bertrandt Personnel**" means all employees and Permitted Subcontractors, if any, engaged by Bertrandt to perform the Services.

"**Change Order**" has the meaning set forth in Section 5.2.

"**Commercially Reasonable Efforts**" means the carrying out of a party's obligations under this Agreement with the exercise of prudent scientific and business judgment and a level of effort and resources consistent with the judgment, efforts and resources that the party who bears the performance obligation or a comparable third party in the automotive industry would employ for products of similar strategic importance, commercial value and stage in its product life taking into consideration competitive market conditions in effect at the time the party's obligations are carried out. Commercially Reasonable Efforts includes: (a) promptly assigning responsibility for development activities to specific employees who are held accountable for progress and monitoring such progress on an on-going basis; (b) setting and consistently seeking to achieve specific and meaningful objectives and timelines for carrying out such development activities; and (c) consistently making and implementing decisions and allocating resources designed to advance the progress of such objectives and timelines.

**"Confidential Information"** "Confidential Information" means any and all Information that is treated as confidential by a Party, or its Affiliates, whether in oral, written, electronic, or other form or media, whether or not such Information is marked, designated, or otherwise identified as "confidential," and includes any Information that due to the nature of its subject matter or circumstances surrounding its disclosure, would reasonably be understood to be non-public, confidential, or proprietary, including: (a) the existence, terms and conditions of this Agreement; (b) all Information concerning the Vehicle; (c) all Information concerning past, present, and future business affairs including finances, customer information, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, research, development, sales and other commercial strategies; (d) all Information concerning unpatented inventions, ideas, methods, discoveries, know-how, trade secrets, unpublished patent applications, invention disclosures, invention summaries, and other confidential intellectual property; (e) all designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing; and (f) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials that contain, are based on, or otherwise reflect or are derived from, any of the foregoing in whole or in part.

Confidential Information does not include Information that: (i) was already known by or in the possession of the receiving Party or its Representatives without restriction on use or disclosure before the Effective Date; (ii) was or is independently developed by the receiving Party, without reference to or use of any of the disclosing Party's Confidential Information; (iii) was or becomes generally known by the public other than as a result of any breach of this Agreement, or other wrongful act, of the receiving Party or its Representatives; or (iv) was or becomes available to the receiving Party or its Representatives received by the receiving Party from a third party who was not, at the time, under an obligation to the disclosing Party or its Representatives or any other Person to maintain the confidentiality of such Information.

**"Data"** means any and all information, data, designs, specifications, drawings, reports, analyses, data and other material in tangible or digital form.

**"Deliverables"** means all documents, work product, and other materials that are delivered to Fisker hereunder or prepared by or on behalf of Bertrandt in the course of performing the Services, including any items identified in Exhibit 2.1 (SOW) and Exhibit 2.4 (RAS!).

**"Disclosing Party"** means a party that discloses Confidential Information under this Agreement.

**"Fisker"** has the meaning set forth in the preamble.

**"Fisker Background Intellectual Property"** means (i) Intellectual Property owned or Controlled by Fisker or its Affiliates prior to the Effective Date, and (ii) Intellectual Property that Fisker or its Affiliates develops (or acquires) after the Effective Date independently of this Agreement or an Ancillary Agreement

**"Fisker Foreground Intellectual Property"** means (i) any and all Intellectual Property Rights that Bertrandt develops in the course of and when performing the Services. (ii) Intellectual Property Rights that Fisker or its Affiliates derives from Bertrandt's and its Affiliates' Confidential Information or other material that embodies Bertrandt's and its Affiliates' Intellectual Property; and (iii) any and all Intellectual Property Rights that Fisker develops during its cooperation with Bertrandt on the PEAR project. For the avoidance of doubt, Fisker Foreground Intellectual Property Rights includes Intellectual Property Rights in each of the Work Results and Deliverables and derivative works of Fisker Materials created by Bertrandt.

**"Fisker Program Director"** has the meaning set forth in Section 4.1(a).

**"Fisker Equipment"** means any equipment, vehicles, systems, cabling, or facilities provided by Fisker and used directly or indirectly in the provision of the Services.

**"Fisker Materials"** any documents, data, drawings, reports, designs, know-how, methodologies, software, and other materials provided to Bertrandt by Fisker, including computer programs, reports, and specifications.

**"Force Majeure Event"** has the meaning set forth in Section 14.

"Gateway" means the date on which Deliverables associated to such gateway are due and a major portion of the Vehicle is completed.

"**Intellectual Property Rights**" means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"**Key Personnel**" means any Bertrandt Personnel who is identified in writing agreed by the parties as being key to the timely completion of the Services.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"**Losses**" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"**Permitted Subcontractor**" has the meaning set forth in Section 3.1(f).

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"**Pre-Existing Materials**" means the pre-existing materials specified in writing by each party, all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Bertrandt in connection with performing the Services, in each case developed or acquired by Bertrandt prior to the commencement or independently of this Agreement.

"**Project**" means the engineering design and development of the Vehicle together with advanced manufacturing engineering as described in the Exhibits.

"**Receiving Party**" means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

"**Services**" means the professional and other services to be provided by Bertrandt under this agreement to develop, engineer, test and validate the Vehicle, as described in more detail in Section 2 and the Exhibits identified therein, including Exhibit 2.1 (Statement of Work) and 2.4 (RASI), and its contemplated annexes periodically agreed by the parties, together with Bertrandt's obligations under this Agreement. The Services include delivery of the Deliverables.

"**Term**" has the meaning set forth in Section 6.

"**Vehicle**" means the vehicle referred to as the Fisker PEAR, having systems described in the Statement of Work and the master feature list set forth in Exhibit 2.2.

## 2. Services.

2.1 This Agreement contemplates that Bertrandt will perform design and development services as required to deliver the Work Results and Deliverables set forth in the Statement of Work attached as Exhibit 2.1 (the "**SOW**") and the RASI set forth at Exhibit 2.4. It is contemplated that the Vehicle will utilize the Fisker Ocean Platform and certain component parts thereof and that Bertrandt will incorporate certain Fisker Ocean subcomponents in order to provide efficiencies and cost savings. Bertrandt acknowledges and understands that Fisker does not represent or guaranty that any Fisker Ocean subcomponents may be used in the Vehicle.

2.2 Bertrandt will perform the Services to develop four variants of the Vehicle. The master feature list for each variant is set forth in Exhibit 2.2. Bertrandt will further engineer and incorporate into the design and development of the Vehicle the vehicle systems and components identified as Bertrandt's responsibility in the SOW with a bill of materials ("BOM") which meets the cost requirements established by Fisker. At each Gateway, the parties will define the status of the Targets for the current and upcoming gateway, provided nothing shall contradict this Agreement or its Exhibits without following the change order process. Bertrandt will at all times perform the Services and develop the Vehicle to reach the Vehicle Targets with cost effective components; provided, however, Fisker has sole decision-making authority and control over the final design and technical requirements of the Vehicle.

2.3 The project is divided into several key gateways and milestones identified in Exhibit 2.3, with corresponding Services and Deliverables to be completed at such gateway or milestone (the "**Project Timeline**"). Bertrandt will perform the Services in accordance with the Project Timeline. Bertrandt shall notify Fisker as soon as possible after becoming aware that the timing will not be met and shall use Commercially Reasonable Efforts to maintain the program schedule. The parties shall discuss any necessary amendments to the timing and both parties shall use Commercially Reasonable Efforts to ensure that any resulting delay is minimized. Nothing in this Section 2.3 shall be deemed to be the sole and exclusive remedy of Fisker with respect to any delay caused by Bertrandt.

2.4 Bertrandt will perform the Services in collaboration with Fisker as outlined in the RASI chart set forth in Exhibit 2.4 which describes the material responsibilities of Bertrandt and Fisker, including their respective Affiliates and subcontractors. Bertrandt's obligation to duly and timely perform the Services is subject to Fisker duly and timely performing any of its obligations required for Bertrandt to perform the Services. Bertrandt shall be excused from liability for any non-timely performance which is due to Fisker not adequately or timely performing its material obligations contained within Exhibit 2.4 (a "**Fisker Fault**"); provided that Bertrandt (i) timely notifies the Fisker Program Director of a Fisker performance issue; (ii) uses Commercially Reasonable Efforts to remedy a Fisker Fault provided that to the extent such Commercially Reasonable Efforts increase Bertrandt's costs and expenses, Fisker has approved reimbursement of such increased costs and expenses through the Change Control Process; (iii) timely resumes performing the Services upon resolution of the Fisker Fault; and (iv) to the extent feasible continues to perform all Bertrandt obligations not affected by the Fisker Fault.

2.5 The Services' scope of work set forth in this Agreement may be changed at any time pursuant to the Change Control Procedures. Upon Fisker's request, Bertrandt shall, to the extent feasible, deliver quotes outlining any Change Order (as defined below) proposal of Fisker (and, in this respect, also outline any implications on the consideration to be paid and/or the Project Timeline). Any changes may inter alia result in a change of the BOM, of the remuneration, of the Project Timeline and/or of homologation or other legal requirements. To the extent necessary, the Parties shall conduct good faith negotiations to agree on such necessary Changes (if any) and the pertinent Changes on this Agreement's terms, the Project Timeline or the remuneration. No Change shall be binding on either Party except pursuant to the Change Control Procedures.

### 3. Bertrandt's Obligations.

3.1 Bertrandt shall:

(a) subject to the prior written approval of Fisker, which approval shall not be unreasonably withheld or delayed, appoint:

(i) a Bertrandt employee to serve as a primary contact with respect to this Agreement and who will have the authority to act on behalf of Bertrandt in connection with matters pertaining to this Agreement (the "**Bertrandt Program Director**"); and

(ii) Key Personnel, who shall be suitably skilled, experienced, and qualified to perform the Services;

(b) maintain the same Bertrandt Program Director and Key Personnel throughout the Term of this Agreement except for changes in such personnel due to:

(i) Fisker's reasonable request pursuant to Section 3.1(c); or



(ii) the resignation or termination of such personnel or other circumstances outside of Bertrandt's reasonable control;

(c) upon the reasonable written request of Fisker, and use Reasonable Commercial Efforts to promptly replace the Bertrandt Program Director and any other Bertrandt Personnel;

(d) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services;

(e) comply with, and ensure that all Bertrandt Personnel comply with, all rules, regulations, and policies of Fisker that are communicated to Bertrandt in writing, including security procedures concerning systems and data and remote access thereto, building security procedures and general health and safety practices and procedures;

(f) obtain Fisker's written approval, which shall not be unreasonably withheld or delayed, prior to entering into agreements with or otherwise engaging any Person, including all subcontractors, other than Bertrandt's employees, to provide any Services and Deliverables to Fisker (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). The parties agree that Bertrandt's Affiliates shall be deemed as Permitted Subcontractor but only upon identifying the Affiliates concerned as well as delivery of the identified scope of work. Fisker's approval shall not relieve Bertrandt of its obligations under the Agreement, and Bertrandt shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Bertrandt's own employees. Nothing contained in this Agreement shall create any contractual relationship between Fisker and any Bertrandt subcontractor or supplier; and

(g) require each Permitted Subcontractor to be bound in writing by the confidentiality and intellectual property assignment or license provisions of this Agreement and, upon Fisker's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Fisker.

3.2 Bertrandt is responsible for all Bertrandt Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.

3.3 Immediately upon execution of this Agreement, Bertrandt and Fisker shall use Reasonable Commercial Efforts to establish and maintain a secure, best in class, information transmission and documentation retention system for the purpose of transferring and retaining product specifications, issue tickets, Deliverables and other sensitive information pertaining to the Project. Each party shall pay their own costs of establishing this system.

#### 4. Fisker's Obligations.

4.1 Fisker shall:

(a) cooperate with Bertrandt in all matters relating to the Services and appoint and, in its reasonable discretion or at the reasonable request of Bertrandt, replace a Fisker employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Fisker with respect to matters pertaining to this Agreement (the "**Fisker Program Director**");

(b) respond promptly to any Bertrandt request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Bertrandt to perform Services in accordance with the requirements of this Agreement;

(c) provide such Fisker Materials as Bertrandt may reasonably request in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and

(d) obtain and maintain all necessary licenses and consents and comply with all applicable Law in relation to the Services, the installation of the Bertrandt Equipment, the use of Fisker Materials, and

the use of the Fisker Equipment in relation to the Bertrandt Equipment to the extent that such licenses, consents, and Law relate to Fisker's business, premises, staff, and equipment,

(e) comply with, and ensure that all Fisker Personnel comply with, all relevant rules, regulations, and policies of Bertrandt that are communicated to Fisker in writing, including security procedures concerning systems and data and remote access thereto, building security procedures and general health and safety practices and procedures, and

5. Change Orders.

5.1 If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. Bertrandt shall, within a reasonable time (not to exceed five (5) business days after receiving a Fisker-initiated request, or at the same time that Bertrandt initiates such a request, provide a written estimate to Fisker of:

- (a) the likely time required to implement the change;
- (b) any necessary variations to the fees and other charges for the Services arising from the change;
- (c) the likely effect of the change on the Services;
- (d) any other impact the change might have on the performance of this Agreement; and
- (e) any other information requested by the Fisker.

5.2 Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 15.11.

6. Work Results and Deliverables

6.1 Bertrandt shall deliver to Fisker all work results created when performing the Services, including without limitation, Deliverables, designs, specifications, drawings, reports, analyses, Data and other material. Such work results, excluding, however, any Fisker Materials (as defined below), whether or not incorporated into the work results delivered by Bertrandt, shall be the "**Work Results**". Bertrandt shall deliver the Work Results when due pursuant to a Milestone and also between Gateway upon Fisker's reasonable request.

6.2 As part of the Work Results, Bertrandt shall deliver to Fisker the Deliverables.

6.3 Fisker will inspect and test the Deliverables which are scheduled and due at the time of a gateway, for compliance with the requirements of this Agreement. If such Deliverables meet the requirements of the Agreement for such Deliverables in all material respects, Fisker shall issue a release notice for such Deliverables within 5 working days after such determination ("**Release Notice**"; not to be withheld or delayed unreasonably). Notwithstanding a Release Notice being issued, Bertrandt shall use all reasonable efforts to remedy any deficiency of a Deliverable. The Parties will hold good faith discussions to resolve any disagreements in respect of Deliverables having met or not met this Agreement's requirements; each Party may bring a pertinent issue to the Governance Committee.

6.4 In the event a Deliverable does not comply with the terms of this Agreement in all material respects, Fisker may reject the Deliverable. Bertrandt will correct and re-deliver the Deliverable using all reasonable efforts to avoid delay. Fisker will either issue a Release Notice or reject the redelivery and the foregoing procedure shall continue until either Fisker issues a Release Notice or the Parties agree on a change in accordance with Section 5 in respect of that Deliverable.

6.5 If a Deliverable consists of more than one specific Work Result and at least one such Work Result meets the requirements of the Agreement in all material respects, Fisker shall issue a Release Notice for only such Work Result while rejecting the other part of the Deliverable. In such case the provisions above shall apply mutatis mutandis.



7. Term and Termination, Suspension of services.

7.1 Term. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services unless sooner terminated pursuant to this Section 7.

7.2 Termination for Cause. Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party:

(a) materially breaches this Agreement, including failure to deliver the Deliverables associated with a gateway within fifteen days after the initial scheduled target date, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not provide a reasonably acceptable plan to the non-Defaulting Party setting forth in sufficient detail a corrective plan ("**Corrective Plan**") designed to correct the default within the original project timeline;

(b) does not perform under the Corrective Plan or materially misses a deadline set forth in the Corrective Plan;

(c) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within fifteen days or is not dismissed or vacated within thirty days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) Bertrandt may either suspend performance or terminate this Agreement, effective at least fifteen days after written notice to Fisker, in case Fisker fails to make due payments on time of an invoice that has been properly submitted pursuant to a Release Notice issued by Fisker for the monthly and gateway milestone payments.

(e) In case Bertrandt reasonably believes that Fisker's liquidity has decreased significantly, Bertrandt may initiate an escalation procedure for the parties to negotiate in good faith an adjustment in payment plan/terms. To initiate the foregoing procedure, Bertrandt must serve written notice identifying its concern with specificity. Within fourteen days of receipt of notice, the senior management of both sides shall meet to negotiate in good faith the validity of Bertrandt's concerns and mutually determine whether an adjustment of payment plan/terms is warranted. The basis of Bertrandt's evaluation of Fisker's liquidity position shall be the public records filed by Fisker.

7.3 Termination for Convenience. Fisker may terminate this Agreement at any time in its discretion upon forty-five (45) days prior written notice to Bertrandt. Upon such termination, Fisker shall pay for Services rendered up to the date of notice of termination, together with reimbursement of all Bertrandt third party commitments which Bertrandt is unable to cancel using Commercially Reasonable Efforts. To the extent any Work Results are in process at the effective time of Fisker's termination for convenience, Bertrandt will deliver them "AS IS" and "WHERE IS".

7.4 Effects of Termination or Expiration. Upon expiration or termination of this Agreement for any reason:

(a) Bertrandt shall (i) promptly deliver to Fisker all Deliverables (whether complete or incomplete) for which Fisker has paid, all Fisker Equipment and all Fisker Materials in its possession, (ii) promptly remove any Bertrandt Equipment located at Fisker's premises, (iii) provide reasonable cooperation and assistance to Fisker in transitioning the Services to a different service provider, and (iv) on a pro rata basis, repay all fees and expenses paid in advance for any Services not performed or Deliverables not provided.

(b) Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information, (ii) permanently delete all of the other party's Confidential Information from its computer systems, and (iii) certify in writing to the other party that it has complied with the requirements of this clause; provided,

however, that Fisker may retain copies of any Confidential Information of Bertrandt incorporated in the Deliverables or to the extent necessary to allow it to make full use of the Services and any Deliverables; and both parties may retain a copy of Confidential Information which has been electronically archived as part of an automatic backup process.

(c) In no event shall Fisker be liable for any Bertrandt Personnel termination costs arising from the expiration or termination of this Agreement.

7.5 Survival. The rights and obligations of the parties set forth in Section 1, Sections 6-13 and Section 15, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

#### 8. Fees and Expenses; Payment Terms.

8.1 In consideration of the provision of the Services by Bertrandt and the rights granted to Fisker under this Agreement, Fisker shall pay an aggregate fixed price ("**Fixed Price**") at the time and in the manner set forth in Exhibit 8.1. The Parties agree that the Fixed Price of each milestone represents the value of the respective milestone achieved. In case a scheduled Milestone or parts of it is postponed for not more than 30 working days due solely to Fisker Fault, the payment plan set forth in Exhibit X 8.1 shall remain unaffected, i.e., the Fixed Price is payable without further condition. In the event that the project is delayed due to such Fisker Fault, then the parties shall use commercially reasonable efforts to catch up, otherwise the change process as per Section 5 applies to discuss milestone dates and resultant payment terms. Payment to Bertrandt of such fees and the reimbursement of expenses pursuant to this Section 8 shall constitute payment in full for the performance of the Services. In addition, Fisker shall reimburse Bertrandt for travel costs, third party testing and facilities services, procurement of test vehicles and component parts at Bertrandt's actual cost; in each instance with no administrative fee or markup of any kind, on an open book basis. Fisker shall not be responsible for paying any other fees, costs, or expenses. Any third-party fees, travel costs and expenses of Bertrandt shall be approved by Fisker before being incurred.

8.2 The Fixed Price shall be paid in installments in accordance with the payment plan set forth in Exhibit 8.1. Unless otherwise agreed herein, payment of the called for installment is subject to Fisker having issued a Release Notice in respect of the relevant Deliverables in accordance with Section 6.

8.3 Bertrandt shall issue invoices to Fisker only in accordance with the terms of this Section, and Fisker shall pay all properly invoiced amounts due to Bertrandt within 60 days after Fisker's receipt of such invoice, except for any amounts disputed by Fisker in good faith. All payments hereunder shall be in US dollars and made by ACH or wire transfer.

8.4 Fisker shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Fisker hereunder. Any such taxes, duties, and charges currently assessed, or which may be assessed in the future, that are applicable to the Services are for the Fisker's account, and Fisker hereby agrees to pay such taxes; *provided, that*, in no event shall Fisker pay or be responsible for any taxes imposed on, or with respect to, Bertrandt's income, revenues, gross receipts, personnel, or real or personal property or other assets. The parties shall cooperate in good faith to minimize any taxes, duties and assessments.

#### 9. Intellectual Property Rights; Ownership

9.1 Fisker Materials. At the time Fisker provides Bertrandt with access to Fisker Materials, Fisker hereby grants to Bertrandt and its Affiliates a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free license to access, use, copy, display, and create derivative works of such Fisker Materials solely to the extent necessary for and for the sole purpose of providing the Services and as may be limited by the terms of this Agreement. All Fisker Materials, including all Intellectual Property Rights therein and thereto, will remain the sole and exclusive property of Fisker. Bertrandt irrevocably and unconditionally hereby assigns, transfers, and conveys to Fisker or its designee, and Bertrandt will hold in trust for the sole right and benefit of Fisker in perpetuity, without further consideration, all Bertrandt's right, title and interest, including Intellectual Property Rights, in and to Fisker Materials. Such assignment, transfer, and conveyance to Fisker will not be terminated nor Fisker's right, title, and interest in and to the Fisker Materials waived by Fisker for any failure of Fisker to exercise such rights, in whole or in part. Bertrandt hereby waives and irrevocably quitclaims to Fisker or

its designee all claims, of any nature whatsoever, that Bertrandt now has or may hereafter have for infringement of all Fisker Materials.

9.2 Bertrandt Background Intellectual Property. At the time Bertrandt provides Fisker with access to Bertrandt Background Intellectual Property Rights, Bertrandt hereby grants to Fisker and its Affiliates a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free license to access, use, copy, display, and create improvements and derivative works of such Bertrandt Background Intellectual Property Rights in connection with the performance of its obligations and receipt of the Services under this Agreement. Subject to the licenses granted in this Agreement, all Bertrandt Background Intellectual Property Rights will remain the sole and exclusive property of Bertrandt. To the extent any Fisker Foreground Intellectual Property Rights incorporates any Bertrandt Background Intellectual Property Rights or otherwise require rights to any Bertrandt Background Intellectual Property Rights, Bertrandt hereby grants to Fisker, without further consideration, an exclusive, perpetual, transferable, irrevocable, fully-paid, royalty-free license, throughout the world, with the right to sublicense through multiple levels of sub-licensees, under any and all such rights to (a) reproduce, create improvements of, distribute, publicly perform, publicly display, transmit, and otherwise use such Bertrandt Background Intellectual Property Rights in any medium or format, whether now known or hereafter discovered; (b) use, make, have made, sell, have sold, offer to sell, market, promote, import, and otherwise exploit any product or service, in each case, in whole or in part, based on, embodying, incorporating, or derived from the Bertrandt Background Intellectual Property Rights; and (c) exercise any and all similar present or future rights in the Bertrandt Background Intellectual Property Rights; in the case of each of subparagraphs (a) and (b), solely in connection with the applicable Fisker Foreground Intellectual Property Rights.

9.3 Assignment. Subject to the condition precedent of Fisker payment of undisputed amounts due and owing in the related Services and Deliverables, Bertrandt irrevocably and unconditionally assigns, transfers, and conveys to Fisker, or its designee, and Bertrandt will without undue delay make full written disclosure to Fisker of and to hold in trust for the sole right and benefit of Fisker in perpetuity, without further consideration, all Bertrandt's rights, title and interest, including Intellectual Property Rights, in and to the Fisker Foreground Intellectual Property Rights. Such assignment, transfer, and conveyance to Fisker will not be terminated nor Fisker's right, title, and interest in and to the Fisker Foreground Intellectual Property Rights waived by Fisker for any failure of Fisker to exercise such rights, in whole or in part. Bertrandt hereby waives and irrevocably quitclaims to Fisker or its designee all claims, of any nature whatsoever, that Bertrandt now has or may hereafter have for infringement of all Fisker Foreground Intellectual Property Rights.

9.4 Unlimited License. If any Fisker Property or Fisker Foreground Intellectual Property Rights cannot (as a matter of applicable law) be assigned to Fisker as set forth in Section 9.3, then, subject to Fisker's payment of all undisputed amounts due and owing in the related Services and Deliverables, (a) Bertrandt hereby irrevocably waives the enforcement of such rights and all claims of any kind against Fisker with respect to such rights, and (b) to the extent Bertrandt cannot (as a matter of applicable law) make such waiver, Bertrandt hereby grants to Fisker, without further consideration, an exclusive, perpetual, transferable, irrevocable, fully-paid, royalty-free license, throughout the world, with the right to sublicense through multiple levels of sub-licensees, under any and all such rights to (a) reproduce, create improvements of, distribute, publicly perform, publicly display, transmit, and otherwise use the Fisker Property and Fisker Foreground Intellectual Property Rights in any medium or format, whether now known or hereafter discovered; (b) use, make, have made, sell, have sold, offer to sell, market, promote, import, and otherwise exploit any product or service, in each case, in whole or in part, based on, embodying, incorporating, or derived from the Fisker Property or Fisker Foreground Intellectual Property Rights; and (c) exercise all similar present or future rights in the Fisker Property and Fisker Foreground Intellectual Property Rights.

9.5 Third Party IP Rights. Fisker is obliged to ensure that the use of Fisker Materials does not infringe third-party IP-rights.

9.6 Further Assurances. Bertrandt will require that contractors and Bertrandt personnel execute valid confidentiality and intellectual property, invention, and work product assignment and work for hire agreements with Bertrandt containing terms securing Fisker's, or its designee's, rights in the Fisker Foreground Intellectual Property Rights in accordance with the terms of this Agreement. Bertrandt shall assist Fisker, or its designee, at Fisker's sole cost and expense, in every reasonable way in securing Fisker's, or its designee's, rights in Fisker Foreground Intellectual Property Rights in all countries, including the disclosure to Fisker or its designee of all pertinent information and data with respect thereto. Bertrandt shall, at Fisker's sole cost and expense, execute or

cause to be executed, when it is in Bertrandt's power to do so, any applications, specification, or other instrument Fisker or its designee will reasonably deem necessary to apply for, obtain, maintain, and transfer such rights in and to Fisker Foreground Intellectual Property Rights in accordance with the terms hereof. Bertrandt further agrees that Bertrandt's obligation, at Fisker sole cost and expense, to execute or cause to be executed, when it is in Bertrandt's power to do so, any such instrument or papers will always continue during and after the end of this Agreement and until the expiration of the last such Fisker Foreground Intellectual Property Right to expire in any country of the world.

9.7 No Implied License. Nothing in this Agreement will be construed to grant to either Party or its Affiliates any rights, other than those expressly provided herein. Any rights granted to a Party under this Agreement must be expressly provided herein, and there shall be no implied rights pursuant to this Agreement, based on any course of conduct or other construction or interpretation thereof. All rights and licenses not expressly granted herein are reserved.

10. Confidential Information.

10.1 The Receiving Party agrees:

(a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; *provided, however*, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its and its Affiliates, and their officers, employees, consultants, and legal advisors who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 10;

(b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Fisker, to make use of the Services and Deliverables; and

(c) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

10.2 If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:

(a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

10.3 Nothing in this Agreement shall prevent either party from using any general methodologies or know-how contained in the unaided memory of such party's personnel developed or disclosed under this Agreement, provided that in doing so it is not in breach of its obligations of confidentiality under this Section or using any Intellectual Property Rights of the other party or any of its Affiliates.

10.4 Bertrandt acknowledges the sensitive nature of this Agreement and will not market, disclose or publish in any manner that it is engaged to perform any services for or on behalf of Fisker or in any way convey involvement with the PEAR program without the prior written consent of Fisker.



(b) Bertrandt's material breach of any representation, warranty, or obligation of Bertrandt set forth in this Agreement.

12.2 Bertrandt shall defend, indemnify, and hold harmless the Fisker Indemnitees from and against all Losses based on a claim that any of the Services or Deliverables or Fisker's receipt or use thereof infringes any Intellectual Property Right of a third party; *provided, however*, that Bertrandt shall have no obligations under this Section 12.2 with respect to claims to the extent arising out of:

(a) any Fisker Materials or any instruction, information, designs, specifications, or other materials provided by Fisker to Bertrandt;

(b) use of the Deliverables in combination with any materials or equipment not supplied to Fisker or specified by Bertrandt in writing, if the infringement would have been avoided by the use of the Deliverables not so combined; or

(c) any modifications or changes made to the Deliverables by or on behalf of any Person other than Bertrandt or Bertrandt Personnel.

12.3 Fisker shall defend, indemnify, and hold harmless Bertrandt and Bertrandt's Affiliates and their officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Fisker;

(b) Fisker's material breach of any representation, warranty, or obligation of Fisker in this Agreement/representation or warranty set forth in Section 11.1 of this Agreement; and

(c) any claim or action brought by any third party against Bertrandt that the use of Fisker Materials by Bertrandt infringes third party Intellectual Property Rights.

12.4 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 12.4 shall not relieve the indemnifying party of its obligations under this Section 12.4 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

12.5 Notwithstanding anything to the contrary in this Agreement, the indemnifying party is not obligated to indemnify, hold harmless, or defend the indemnified party against any claim (whether direct or indirect) if/to the extent such claim or corresponding losses arise out of or result from, in whole or in part, the indemnified party's:

(a) gross negligence or more culpable act or omission (including recklessness or willful misconduct);  
or

(b) bad faith failure to materially comply with any of its material obligations set forth in this Agreement.

### 13. Insurance.

13.1 At all times during the Term of this Agreement and for a period of three years thereafter, Bertrandt shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

(a) For liability arising from activity and responsibilities of Bertrandt US, only (for clarification, not as to scope of work subcontracted to Bertrandt affiliates), advertising and contractual liability insurance with limits no less than \$10 million per occurrence and \$20 million aggregate per calendar year,

(b) As to all contractual liability, Errors and Omissions/Professional Liability, commercial general liability including bodily injury and property damage liability and completed operations with limits no less than \$10 Million per occurrence and \$20 million aggregate per calendar year.

13.2 All insurance policies required pursuant to this Section 13 shall:

(a) be issued by insurance companies with a Best's Rating of no less than A-VII;

(b) provide that such insurance carriers give Fisker at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; *provided that*, prior to such cancellation, Bertrandt shall have new insurance policies in place that meet the requirements of this Section 13;

(c) waive any right of subrogation of the insurers against Fisker or any of its Affiliates;

(d) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Fisker shall be excess and non-contributory; and

(e) name Fisker and Fisker's Affiliates, including, in each case, all successors and permitted assigns, as additional insureds.

13.3 Upon the written request of Fisker, Bertrandt shall provide Fisker with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 13, and shall not do anything to invalidate such insurance. This Section 13 shall not be construed in any manner as waiving, restricting, or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend, and hold the other harmless under this Agreement).

14. Force Majeure.

14.1 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including without limitation the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within two business days of the Force Majeure Event to the other party, stating the period the occurrence is expected to continue.

14.2 During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance.

14.3 The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause. If the affected party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section 14, either party may thereafter terminate this Agreement upon written notice.

15. Miscellaneous.

15.1 Each party shall, upon the reasonable request, and at the sole cost and expense, of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

15.2 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.3 Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

15.4 All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15.4.

If to Bertrandt: 3453 Pelham Rd Ste 101  
Greenville, SC, 29615, USA  
Email: gerrit.schmidt@bertrandt.com and Ronald.grosse@bertrandt.com  
Attention : Gerrit Schmidt and Ronald Grosse

If to Fisker: 1888 Rosecrans Avenue  
Manhattan Beach, California 90266, USA  
Email: Legal@Fiskerinc.com  
Attention: Legal Group

15.5 For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, Exhibits, and Statements of Work refer to the Sections of, and Schedules, Exhibits, and Statements of Work attached to this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended,

15.6 supplemented, and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules, Exhibits, and Statements of Work referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

15.7 This Agreement, together with all Schedules, Exhibits, and SOW and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Exhibit or SOW, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Schedules; (b) second, the SOW; and (c) third, any Exhibits and Schedules to this Agreement.

15.8 Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of law, change of control, or merger, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15.9 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

15.10 The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

15.11 This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15.12 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.13 This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the city of Manhattan and County of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

15.14 Each party acknowledges that a breach by a party of Section 9 (Intellectual Property Rights; Ownership), and Section 9 (Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

15.15 If any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

15.16 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BERTRANDT US INC.

By: Michael Lücke

Name: Michael Lücke

Title: Chairman of the Board and CEO

By: Gerrit Schmidt

Name: Dr. Gerrit Schmidt

Title: President

FIKSKER GROUP INC.

By: Geeta Gupta-Fisker

Name: Dr. Geeta Gupta-Fisker

Title: CFO/COO

**EXHIBITS**

**Exhibit 2.1 – Statement of Work**

**Exhibit 2.2 – Master Feature List**

**Exhibit 2.3 – Timeline**

**Exhibit 2.4 – RASI**

**Exhibit 8.1 – Payment Plan**

## Exhibit 8.1

## Net 60 Payment Terms

PEAR Engineering Services Payment Proposal				
		<u>\$ Payments</u>	<u>Total</u>	
Contract Value	35,250,000			
Start of Work	6/1/2022			
SOMP (LHD)	10/14/2024			
SOMP (RHD)	4/25/2025			
# Months	35			
% paid via monthly	46.41%	477,778	16,360,400	
% paid via gate	47.63%	16,789,600	16,789,600	
% paid at LH SOMP	3.26%	1,150,000	1,150,000	
% paid at RH SOMP	2.70%	950,000	950,000	
			<u>35,250,000</u>	
	<u>Gate %</u>		<u>Date</u>	
Gate 1 – PA	6.98%	1,172,400	8/1/2022	
Gate 2 – CA	14.02%	2,354,570	12/14/2022	
Catch Up Payment	8.93%	1,500,000	1/31/2023	
Gate 3 – PR	17.18%	2,885,000	4/26/2023	
Gate 4 – FDJ	11.91%	2,000,000	7/14/2023	
Gate 5 – FCA	21.46%	3,603,000	10/1/2023	
Gate 6 - PTB	10.20%	1,712,600	3/22/2024	
Gate 7 - SPS	9.30%	1,562,030	8/16/2024	
	<u>100.00%</u>	<u>16,789,600</u>		
		Accrual Based		
<u>Month / Year</u>	<u>Gate</u>	<u>Monthly Payment Amount</u>	<u>Gate Payment</u>	<u>Total</u>
June 2022		477,777.78		477,777.78
July 2022		477,777.78		477,777.78
August 2022	Gate 1 – PA	477,777.78	1,172,400	1,650,177.78
Sept 2022		477,777.78		477,777.78
Oct 2022		477,777.78		477,777.78
Nov 2022		477,777.78		477,777.78
Dec 2022	Gate 2 – CA	477,777.78	2,354,570	2,832,347.78
Jan 2023	Catch Up Payment	600,000.00	1,500,000	2,100,000.00
Feb 2023		600,000.00		600,000.00
Mar 2023		600,000.00		600,000.00
Apr 2023	Gate 3 – PR	600,000.00	2,885,000	3,485,000.00

6,871,414

May 2023		600,000.00		600,000.00	
June 2023		600,000.00		600,000.00	
July 2023	Gate 4 – FDJ	600,000.00	2,000,000	2,600,000.00	
August 2023		600,000.00		600,000.00	
Sept 2023		600,000.00		600,000.00	
Oct 2023	Gate 5 – FCA	600,000.00	3,603,000	4,203,000.00	
Nov 2023		600,000.00		600,000.00	
Dec 2023		600,000.00		600,000.00	17,188,000
Jan 2024		476,555.56		476,555.56	
Feb 2024		476,555.56		476,555.56	
Mar 2024	Gate 6 - PTB	476,555.56	1,712,600	2,189,155.56	
Apr 2024		476,555.56		476,555.56	
May 2024		476,555.56		476,555.56	
June 2024		476,555.56		476,555.56	
July 2024		476,555.56		476,555.56	
August 2024	Gate 7 - SPS	476,555.56	1,562,030	2,038,585.56	
Sept 2024		476,555.56		476,555.56	
Oct 2024	SOMP (LHD)	476,555.56	1,150,000	1,626,555.56	
Nov 2024		150,400.00		150,400.00	
Dec 2024		150,000.00		150,000.00	9,490,586
Jan 2025		150,000.00		150,000.00	
Feb 2025		150,000.00		150,000.00	
Mar 2025		150,000.00		150,000.00	
Apr 2025	SOMP (RHD)	150,000.00	950,000	1,100,000.00	
May 2025		150,000.00		150,000.00	
June 2025				-	
July 2025				-	1,700,000
		<u>16,360,400.00</u>	<u>18,889,600</u>	<u>35,250,000.00</u>	

# **EXHIBIT 2**

## General Terms and Conditions of Business

**Clause 1 General**

1. Our General Terms and Conditions of Business (GTC) constitute part of the contract and apply exclusively. We do not recognise terms and conditions set by the Customer which contradict or deviate from our terms and conditions, unless we have consented to their validity in writing. We, therefore, also do not recognise deviating conditions if we, having knowledge of the terms and conditions set by the Customer which contradict or deviate from our terms and conditions, execute the order without reservation. Our GTC also apply to all future transactions with the Customer, provided it concerns a mutual commercial transaction. The version valid at the time of concluding of the contract is decisive.
2. Agreements which we have made with the Customer which deviate or supplement the GTC take precedence over these GTC, provided these were agreed on between the parties in writing. Verbal agreements are only binding if they have been confirmed in writing.
3. Regarding our information obligations according to the EU GDPR we refer to our Data privacy statement which can be found at [www.bertrandt.com/en/privacy-note.html](http://www.bertrandt.com/en/privacy-note.html).

**Clause 2 Offers, prices, price adjustments, advance payment**

1. Our offers are subject to change and are directed exclusively to the specified recipients. Our offers must always be treated confidentially and may not be disclosed to third parties in whole or in part. Any disclosure of our offer or parts thereof requires our prior written consent.
2. Our prices are net prices, unless otherwise expressly stated. Value-added tax at the statutory rate is detailed separately in the invoice. In the event that the statutory rate of the value-added tax is amended, we will adjust our payment to the same extent and on the date of the amendment without this giving the Customer a right to terminate the contract.
3. Our prices are "ex works" prices excluding transportation, insurance and packing, unless expressly agreed otherwise.
4. Additional services are invoiced separately. We have the right to request an appropriate advance before performing an order.

**Clause 3 Terms of payment, late payment**

1. Unless otherwise agreed in writing, we are entitled to issue monthly invoices. The agreed remuneration without any deduction shall be due within fourteen (14) days from receipt of the invoice.
2. Our invoices are considered acknowledged, if the Customer does not object in writing within two weeks from receipt of the invoice.
3. We are not obliged to accept bills of exchange, cheques or promissory notes; in all cases, acceptance is on account of performance only. The Customer shall defray all bill and discount charges; they shall be paid in cash immediately. If the Customer is late in making a payment, we are entitled to return any accepted bills of exchange before they expire and demand immediate cash payment.
4. The customer shall only be entitled to such rights of retention that are based on counterclaims from the same legal transaction.
5. The Customer may only offset our claims with undisputed or legally established claims. This shall not apply to claims of the customer which are in a close synallagmatic relationship to our claims. The customer shall be entitled to offset such claims without restriction.
6. If, after conclusion of the contract, we become aware of facts that call into question the Customer's ability to pay, we are entitled to demand payment of the agreed remuneration or provision of suitable security. Facts that call into question the Customer's ability to pay in the aforementioned sense are, in particular, seizures or other compulsory enforcement measures against the customer's assets, the filing of an application to open insolvency proceedings or if the customer is in default of payment of a (partial) invoice in whole or in part. We shall also be entitled to suspend our further performance until payment has been made or security has been provided and to terminate the contract with the customer after the unsuccessful expiry of a reasonable period. Further claims remain unaffected by this.

**Clause 4 Execution of orders**

1. Orders placed with us orally by the Customer are also binding. In any case, we are entitled to immediate written confirmation. An order shall be deemed to have been placed if we start executing the order with the knowledge of the Customer without the Customer objecting.
2. Before placing the order, the Customer is obliged to inform us of any laws, standards and other regulations on the basis of which the service is to be carried out and to provide us before placing the order with all data, documents and other information in written form of free charge which we are to take into account in the creation of the object of the service. The customer is also obliged to inform us of the planned area of application of the service and to define it precisely before placing the order. Agreements on quality concluded with the customer shall take precedence over objective requirements.
3. Modifications and supplements to our performance can in principle only be agreed by mutual consent. The Customer undertakes to issue a written order for the amendments. We shall have the right to suspend work on our performance until agreement has been reached on the amount of the supplementary remuneration and the effects with regard to the agreed schedule and until a written order has been submitted.

4. The observance of an agreed delivery time requires that the Customer has fulfilled all of its obligations. If we are dependent on the services of one or more sub-suppliers for our performance, agreed performance and delivery dates shall apply subject to the timely performance of our sub-suppliers. This reservation shall not apply to delays which we are responsible for ourselves. We will report any emerging delays to the Customer without undue delay.
5. Deliveries are made "ex works". The risk of loss of performance transfers to the Customer as soon as we have handed over the performance to a carrier or other person for the purpose of transportation. In the case of data transmission, the transfer of risk takes place when the data is sent.
6. We are entitled - insofar as this is reasonable - to make partial deliveries and partial services as well as provide a service before the due date.
7. We are entitled to engage third parties for the performance of the service and to subcontract the order in whole or in part, provided that the interests of the Customer which are worthy of protection are not impaired thereby.
8. If we are unable to perform due to force majeure or other events for which we are not responsible, we shall be released from the delivery/service for as long as the prevention to performance persists and we have informed the Customer immediately in writing. Force majeure in the aforementioned sense also include shortages of raw materials, energy and labor, labor disputes, serious transport disruptions, operational disruptions for which we are not responsible or which are unforeseeable, official measures for which we are not responsible and pandemics. If the preventions last longer than four (4) months, we have the right to withdraw from the contract if the fulfillment of the contract is no longer of interest to us as a result of the prevention and we have not assumed the procurement or manufacturing risk. At the request of the Customer, we shall declare after the expiry of the period whether we are withdrawing from the contract or fulfilling our performance obligations within a reasonable period of time.

**Clause 5 Warranty**

1. The law applies unless otherwise specified below.
2. The assertion of warranty claims presupposes that the performance relationship is not a service and that the Customer has fulfilled its obligations to inspect and give notice of defects in accordance with Section 377 of the German Commercial Code immediately, properly and in writing. Defective performances, to which Section 377 of the German Commercial Code does not apply, must be reported within a preclusion period of one calendar week from the time the defective performance comes apparent. The Customer shall not be entitled to any rights due to an insignificant defect.
3. If the subsequent improvement or replacement delivery fails twice within a reasonable period of time, the Customer may, at its discretion, demand reduction of the remuneration, rescission of the contract or compensation instead of the performance.
4. Defects in a product which are due to failure to comply with operating and/or maintenance instructions, which are based on improper modifications to the product or are caused by the use of parts or consumables which do not comply with the original specifications, do not constitute a defect. The same applies to defects which are based on information or specifications provided by the Customer.
5. All warranty claims of the Customer shall statute-barred within one year from the statutory commencement of the limitation period. For defects caused by intentional or grossly negligent defects, the statutory limitation period shall apply in derogation thereof.
6. Statutory recourse claims of the Customer against us exist only insofar as the Customer has not made any agreements beyond the statutory warranty regulations with its buyers.
7. Insofar as we have identified parts of our service item as products of pre-suppliers, the Customer is initially obliged to make a claim against this pre-supplier. We assign to the Customer the warranty claims to which we are entitled in this respect against the supplier. The Customer accepts this assignment. If the pre-supplier refuses to rectify the defect or results in an unreasonable delay or difficulty to pursue the claim for the Customer, the Customer is entitled to make a claim against us as well.

**Clause 6 Rights to the results, rights of third parties**

1. The results arising from the performance of the service shall become the property of the Customer upon payment of the agreed remuneration.
2. Insofar as protectable rights arise in connection with our performance, the Customer shall receive at its request expressly declared to us in writing, upon payment of the agreed remuneration, irrevocably the non-exclusive, solely transferable, temporally, factually and locally unlimited right to use and exploit the results - itself or through third parties - in unchanged or changed form in all known ways of use. This right of use and exploitation includes, in particular, the right to reproduce the result - by itself or by third parties - , to distribute it by using any medium in physical or non-physical form, make it available, reproduce publicly, publish, process and/or transform, to distribute it, also through leasing and renting, and to grant to third parties for all types of use - solely and at their own discretion - any rights of use thereto. This also includes, among other things, the right to online use in all communication networks (Internet, etc.) as well as use in fixed and mobile data networks and on end devices. If the result is a software program In the event that deliverables of software programs are involved, we shall transfer to the Customer the aforementioned rights of use with regard to both the object code and the source code of the software.
3. We retain a non-exclusive right to use the work for our own scientific research and development purposes. We may also freely dispose of the technical knowledge outside



## General Terms and Conditions of Business

the contract, i.e. grant rights of use within the scope of research and development contracts from third parties and also without research and development contracts with third parties, and in these cases without obtaining the consent of the original Customer in whose project the corresponding technical knowledge originated to grant rights of use.

4. Insofar as the use of our employees is necessary for the abovementioned transfer of rights, we undertake to declare this use in due time. In the event that costs or other financial obligations arise as a result of the use or transfer of the rights, these shall be defrayed by the Customer and shall indemnify us against all corresponding claims to this extent.

5. We expressly waive the right to be named author of the work result.

6. If we execute the order according to the Customer's specifications, the Customer shall be responsible for ensuring that we do not infringe any third-party rights. If we are called upon in this case by a third party, the Customer is obliged to indemnify us upon first request. The indemnification obligation also applies to all costs that are necessarily incurred by us.

**Clause 7 Withdrawal, termination**

1. The Customer is not entitled to a statutory right of withdrawal due to a service not performed or not performed in accordance to the contract, if we are not responsible for the breach of obligation.

This does not apply if the Customer has a no-fault right of withdrawal derived from special agreements (e.g. business to be settled on a fixed date). The same shall apply in the case of a defect in the product. In these cases, the statutory regulations apply.

2. If the Customer terminates the contract, we are entitled to the agreed remuneration less our expenses saved due to the premature termination of the order.

3. In the event that the Customer acts in breach of contract, in particular in the case of default, we are entitled to withdraw from the contract take back our performance.

**Clause 8 Liability**

We shall be liable to an unlimited extent, irrespective of the legal grounds, for intentional or grossly negligent action, in the event of culpable injury to life, body, in the event of a breach of the Product Liability Act or in the event of a breach in connection with a warranted characteristic. In the event of a slightly negligent breach of material contractual obligations, our liability is however limited to compensation of damage that is foreseeable and typical at the time of conclusion of the contract. Material contractual obligations are obligations, which protect legal positions of the Customer that are material to the contract, i.e. those obligations which the contract, already in accordance with its contents and purpose, shall guarantee to him, as well as obligations whose fulfillment makes the proper performance of the contract possible in the first place and whose fulfillment the Customer may regularly rely.

The limitation of liability also applies to the benefit of our employees as well as their vicarious agents and subcontractors.

A reversal of the burden of proof is not associated with the above provisions.

**Clause 9 Reservation of ownership**

1. We reserve the right of ownership to all our services until receipt of all payments arising from the business relationship with the Customer. In the case of any current account balance, we reserve the right of ownership until the balance is settled; in the case that bills of exchange or cheques have been accepted, until they have cleared. Insofar as the validity of the reservation of the right of ownership is subject to special conditions or special formalities in the country of destination, the Customer must ensure that these are fulfilled.

2. The Customer has the right to resell our performance as part of ordinary business activity and without an assignment exclusion having been agreed. In this case, the Customer assigns to us his claim derived from the resale with all ancillary rights up to the amount of our claim including our ancillary claims; we hereby accept this assignment. In the event of current account agreements by the Customer with the third party, this applies accordingly to the Customer's balance claim of the current account. The Customer shall also remain authorised to collect the assigned claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by such. We undertake, however, not to collect the claim as long as the Customer is not in default of payment and, in particular, does not file for insolvency proceedings or suspend payments. If such is the case, the Customer undertakes to notify us of the assigned claims and their debtors and to provide all details required for collection, hand over the associated documentation and notify the debtors of the assignment.

3. Any processing or reconstruction by the Customer of the delivered goods is always carried out for us. If the goods are processed with other objects which do not belong to us, we acquire co-ownership of the new object as a ratio of the value of the purchased object to the other processed objects at the time of the processing. Furthermore, the same applies to the object resulting by processing as to the goods delivered under reservation of rights.

4. The Customer may neither pledge nor assign by way of security the goods subject to a right of ownership and must notify us immediately of attachments which have been made at the instigation of a third party.

5. We undertake at the request of the Customer to release securities to which we are entitled if the realisable value exceeds the claims to be secured by more than 10%. The choice of securities to be released is our responsibility.

**Clause 10 Tools for the execution of orders**

1. If we produce (auxiliary) models, molds, tools, etc. (hereinafter referred to as "tools") within the scope of the requested service, these do not constitute part of the service and remain our property, unless otherwise expressly agreed in writing.

2. After acceptance of requested service by the Customer, we will store these tools for a period of six (6) months. Once this period has expired, we are entitled to scrap the tools, unless we have expressly agreed in writing with the Customer to store the tools or transfer the tools for payment of an appropriate remuneration.

**Clause 11 Confidentiality**

1. Only data, plans and other documents and information which have been expressly declared in writing by the Customer as confidential are subject to any confidentiality obligation and may not be disclosed to third parties. Information disclosed orally by the Customer must be marked in writing as confidential within ten (10) days. The confidentiality obligation does not apply if the information is publicly known or becomes publicly known due to no fault of our own, if we have acquired the information ourselves without using information from the Customer, or if the law or an authority requires us to disclose it due to a mandatory statutory regulation. Our confidentiality obligation lasts for a period of five (5) years from the time of disclosure.

2. Third parties in the abovementioned sense do not include employees of companies which are affiliated with us or our parent company as per sections 15 et seqq. of the German Stock Corporation Act (AktG) provided that they require the information for the performance of our service and have previously been obliged to maintain confidentiality.

**Clause 12 Recruitment**

1. If the Customer or an affiliated company as per sections 15 et seqq. of the German Stock Corporation Act (AktG) concludes a contract of employment with an employee deployed by us during the provision of the service in the first month of the provision of the service or if the service relationship ends after the first month and the Customer or an affiliated company as per section 15 et seqq. of the German Stock Corporation Act (AktG) concludes a contract of employment in direct temporal connection after termination of the service provision, we are entitled to charge 15% of the employee's annual gross income plus statutory value added tax as a fee. After 3 months of service provision, this fee shall be reduced to 12% of the employee's annual gross income, after 6 months to 9% and after 9 months to 5% of the employee's annual gross income. The fee shall no longer be charged after twelve (12) completed months of provision of the service. The relevant fee shall be due in one sum upon conclusion of the employment contract. The Customer is responsible for providing information to enable us to establish the yearly income.

2. The foregoing does not apply if the work of the employee in providing the service is not the cause of the employment with the Customer. The Customer bears the burden of proof for non-causality.

**Clause 13 Place of performance, place of jurisdiction, applicable law**

1. The place of performance is the registered office of our company.

2. The exclusive legal venue for all claims arising from the business relationship with merchants is our place of business. The same legal venue applies if the Customer does not have a general legal venue domestically, relocates its domicile or habitual residence abroad after conclusion of the contract or its domicile or habitual residence is not known at the time the action is brought. However, we are entitled to bring an action against the Customer at his place of business or another competent court.

3. German law applies to all legal relationships exclusively. The UN Convention on Contracts for the International Sale of Goods of 1980 and other conflicting rules do not apply.

**Clause 14 Final provision**

If a point in the contractual relationship with the supplier is or later becomes invalid in whole or in part for reasons other than Sections 305-310 of the German Civil Code, the validity of the other provisions shall not be affected insofar as the performance of the contract does not cause an unreasonable hardship for one party, taking into account the following provision. The parties are aware of the case law of the Federal Supreme Court of Justice whereby a severability clause merely reverses the burden of proof. However, it is the express will of the parties to maintain the validity of the other contractual provisions under all circumstances and therefore contract out Section 139 of the German Civil Code. The same applies to a gap in the contractual relationship. In place of the invalid or impracticable provision, an appropriate provision shall apply which comes as close as possible to what the parties wanted or would have wanted if they had considered the point at the time of the conclusion of the contract or at the time of the later inclusion of a provision.

# **EXHIBIT 3**





Bertrandt US Inc., West Hamlin Road 1775, 48309 Rochester Hills

Company  
 Fisker Group Inc.  
 1888 Rosecrans Avenue  
 Manhattan Beach CA 90266

Bank of the West (USD)	bank code	121100782
	account	032959775
	BIC	BWSTUS66
BayernLB (USD)	bank code	70050000
	account	174249938
	BIC	BYLADEM3333
	IBAN	DE4970050000174249938
BNP Paribas S.A. (EUR)	bank code	37010600
	account	2270017011
	BIC	BNPADEF3333
	IBAN	DE44370106002270017011

goods/benefit recipient:  
 Company  
 Fisker Group Inc.  
 1888 Rosecrans Avenue  
 Manhattan Beach CA 90266

**Invoice**

Your contact Tisa Waechter  
 Our contact Dr. Gerrit Schmidt / Jan Zimmermann  
 Our supplier no. 100566

Invoice no. 0700/95073119  
 Date 01/31/2024  
 Customer no. 5035334  
 Order no. 4500000234  
 Order date 06/17/2022

Thank you for your purchase. If you have any questions about the purchase, please feel free to contact us at the following e-mail address [smb\\_18384@bertrandt.com](mailto:smb_18384@bertrandt.com).

**Downpayment**

Fisker Pear - Engineering Services January 2024

According to meeting 02/06/2024 (meeting minutes attached) and offer 2118910-00 for Engineering Services 08/01/2023 - 12/08/2023

due upon receipt  
 PEAR Engineering Services 2,025,000.00 USD

The performance time is shown in the above mentioned documents such as offer or order.  
 payment: within 60 days due net

amount net		2,025,000.00 USD
VAT	0.00 %	0.00 USD
total amount		2,025,000.00 USD



Bertrandt US Inc., West Hamlin Road 1775, 48309 Rochester Hills

**Company**  
 Fisker Group Inc.  
 1888 Rosecrans Avenue  
 Manhattan Beach CA 90266

Bank of the West (USD)	bank code	121100782
	account	032959775
	BIC	BWSTUS66
BayemLB (USD)	bank code	70050000
	account	174249938
	BIC	BYLADEMMXXX
	IBAN	DE4970050000174249938
BNP Paribas S.A. (EUR)	bank code	37010600
	account	2270017011
	BIC	BNPADEFFXXX
	IBAN	DE44370106002270017011

goods/benefit recipient:  
 Company  
 Fisker Group Inc.  
 1888 Rosecrans Avenue  
 Manhattan Beach CA 90266

**Invoice**

Your contact Braeden Verble  
 Our contact Dr. Gerrit Schmidt / Jan Zimmermann  
 Our supplier no. 100566

Invoice no. 0700/91166250  
 Date 11/28/2023  
 Customer no. 5035334  
 Order no. 4500001760  
 Order date 01/18/2023

Thank you for your purchase. If you have any questions about the purchase, please feel free to contact us at the following e-mail address [smb\\_18384@bertrandt.com](mailto:smb_18384@bertrandt.com).

FISKER - SLV1 Chassis Mule Build November 2023

SLV1 Chassis Mule Build 376,443.00 USD

payment: within 60 days due net

amount net		376,443.00 USD
VAT	0.00 %	0.00 USD
total amount		376,443.00 USD



Bertrandt US Inc., West Hamlin Road 1775, 48309 Rochester Hills

**Company**  
 Fisker Group Inc.  
 1888 Rosecrans Avenue  
 Manhattan Beach CA 90266

<b>Bank of the West (USD)</b>	bank code	121100782
	account	032959775
	BIC	BWSTUS66
<b>BayernLB (USD)</b>	bank code	70050000
	account	174249938
	BIC	BYLADEMMXXX
	IBAN	DE4970050000174249938
<b>BNP Paribas S.A. (EUR)</b>	bank code	37010600
	account	2270017011
	BIC	BNPADEFFXXX
	IBAN	DE44370106002270017011

goods/benefit recipient:  
 Company  
 Fisker Group Inc.  
 1888 Rosecrans Avenue  
 Manhattan Beach CA 90266

**Invoice**

Your contact Tisa Waechter  
 Our contact Jan Zimmermann / Dr. Gerrit Schmidt

Invoice no. 0700/95073111  
 Date 01/18/2024  
 Customer no. 5035334

Order date

Thank you for your purchase. If you have any questions about the purchase, please feel free to contact us at the following e-mail address [smb\\_18384@bertrandt.com](mailto:smb_18384@bertrandt.com).

**Downpayment**

Fisker Alaska January 2024

According to meeting 06/02/2024 (meeting minutes attached) and concept work for FT32 Ramp up (Phase1)

PO 4500000234

due upon receipt

Alaska Engineering Services 1,660,000.00 USD

The performance time is shown in the above mentioned documents such as offer or order.

payment: within 60 days due net

amount net		1,660,000.00 USD
VAT	0.00 %	0.00 USD
total amount		1,660,000.00 USD



Bertrandt US Inc., West Hamlin Road 1775, 48309 Rochester Hills

**Company**  
 Fisker Group Inc.  
 1888 Rosecrans Avenue  
 Manhattan Beach CA 90266

<b>Bank of the West (USD)</b>	bank code	121100782
	account	032959775
	BIC	BWSTUS66
<b>BayernLB (USD)</b>	bank code	70050000
	account	174249938
	BIC	BYLADEMMXXX
	IBAN	DE49700500000174249938
<b>BNP Paribas S.A. (EUR)</b>	bank code	37010600
	account	2270017011
	BIC	BNPADEFFXXX
	IBAN	DE44370106002270017011

goods/benefit recipient:  
 Company  
 Fisker Group Inc.  
 1888 Rosecrans Avenue  
 Manhattan Beach CA 90266

**Invoice**

Your contact    Tripti Sharma  
 Our contact    Gerrit Schmidt  
 Our supplier no. 100566

Invoice no.    0700/95072956  
 Date            12/31/2023  
 Customer no.   5035334  
  
 Order no.       4500000234  
 Order date      06/17/2022

Thank you for your purchase. If you have any questions about the purchase, please feel free to contact us at the following e-mail address [smb\\_18384@bertrandt.com](mailto:smb_18384@bertrandt.com).

**Downpayment**

Pear - Engineering Services December 2023  
 PEAR Engineering Services 600,000.00 USD

The performance time is shown in the above mentioned documents such as offer or order.  
 payment: within 60 days due net

	amount net	600,000.00 USD
	VAT            0.00 %	0.00 USD
	total amount	600,000.00 USD



Bertrandt US Inc., West Hamlin Road 1775, 48309 Rochester Hills

Company  
 Fisker Group Inc.  
 1888 Rosecrans Avenue  
 Manhattan Beach CA 90266

Bank of the West (USD)	bank code	121100782
	account	032959775
	BIC	BWSTUS66
BayernLB (USD)	bank code	70050000
	account	174249838
	BIC	BYLADEMMXXX
	IBAN	DE49700500000174249838
BNP Paribas S.A. (EUR)	bank code	37010600
	account	2270017011
	BIC	BNPADEFFXXX
	IBAN	DE44370106002270017011

goods/benefit recipient:  
 Company  
 Fisker Group Inc.  
 1888 Rosecrans Avenue  
 Manhattan Beach CA 90266

**Invoice**

Your contact     Tripti Sharma  
 Our contact     Gerrit Schmidt  
 Our supplier no. 100566

Invoice no.     0700/95072635  
 Date            11/30/2023  
 Customer no.   5035334  
  
 Order no.       4500000234  
 Order date      06/17/2022

Thank you for your purchase. If you have any questions about the purchase, please feel free to contact us at the following e-mail address [smb\\_18384@bertrandt.com](mailto:smb_18384@bertrandt.com).

**Downpayment**

FIKSKER Pear November 2023

PEAR Engineering Services 600,000.00 USD

The performance time is shown in the above mentioned documents such as offer or order.  
 payment: within 60 days due net

	amount net	600,000.00 USD
	VAT            0.00 %	0.00 USD
	total amount	600,000.00 USD



Bertrandt US Inc., West Hamlin Road 1775, 48309 Rochester Hills

**Company**  
**Fisker Group Inc.**  
 1888 Rosecrans Avenue  
 Manhattan Beach CA 90266

<b>Bank of the West (USD)</b>	bank code	121100782
	account	032959775
	BIC	BWSTUS66
<b>BayernLB (USD)</b>	bank code	70050000
	account	174249938
	BIC	BYLA33EMMXXX
	IBAN	DE49700500000174249938
<b>BNP Paribas S.A. (EUR)</b>	bank code	37010600
	account	2270017011
	BIC	BNPADEFFXXX
	IBAN	DE44370106002270017011

goods/benefit recipient:  
 Company  
 Fisker Group Inc.  
 1888 Rosecrans Avenue  
 Manhattan Beach CA 90266

**Invoice**

Your contact     Tripti Sharma  
 Our contact     Gerrit Schmidt  
 Our supplier no. 100566

Invoice no.     0700/95072355  
 Date            10/31/2023  
 Customer no.   5035334  
  
 Order no.       4500000234  
 Order date     06/17/2022

Thank you for your purchase. If you have any questions about the purchase, please feel free to contact us at the following e-mail address [smb\\_18384@bertrandt.com](mailto:smb_18384@bertrandt.com).

**Downpayment**

Pear - Engineering Services October 2023  
 PEAR Engineering Services 600,000.00 USD

The performance time is shown in the above mentioned documents such as offer or order.  
 payment: within 60 days due net

	amount net	600,000.00 USD
	VAT            0.00 %	0.00 USD
	total amount	600,000.00 USD



Bertrandt US Inc., West Hamlin Road 1775, 48309 Rochester Hills

Company  
 Fisker Group Inc.  
 1888 Rosecrans Avenue  
 Manhattan Beach CA 90266

Bank of the West (USD)	bank code	121100782
	account	032959775
	BIC	BWSTUS66
BayernLB (USD)	bank code	70050000
	account	174249938
	BIC	BYLADEMMXXX
	IBAN	DE49700500000174249938
BNP Paribas S.A. (EUR)	bank code	37010600
	account	2270017011
	BIC	BNPADEFFXXX
	IBAN	DE44370106002270017011

goods/benefit recipient:  
 Company  
 Fisker Group Inc.  
 1888 Rosecrans Avenue  
 Manhattan Beach CA 90266

**Invoice**

Your contact     Tripti Sharma  
 Our contact     Gerrit Schmidt  
 Our supplier no. 100566

Invoice no.     0700/95072354  
 Date             10/01/2023  
 Customer no.   5035334  
  
 Order no.       4500000234  
 Order date      06/17/2022

Thank you for your purchase. If you have any questions about the purchase, please feel free to contact us at the following e-mail address [smb\\_18384@bertrandt.com](mailto:smb_18384@bertrandt.com).

**Downpayment**

Pear - Engineering Services September 2023  
 PEAR Engineering Services 600,000.00 USD

The performance time is shown in the above mentioned documents such as offer or order.  
 payment: within 60 days due net

amount net		600,000.00 USD
VAT	0.00 %	0.00 USD
total amount		600,000.00 USD



Bertrandt US Inc., West Hamlin Road 1775, 48309 Rochester Hills

**Company**  
 Fisker Group Inc.  
 1888 Rosecrans Avenue  
 Manhattan Beach CA 90266

<b>Bank of the West (USD)</b>	bank code	121100782
	account	032959775
	BIC	BWSTUS66
<b>BayernLB (USD)</b>	bank code	70050000
	account	174249938
	BIC	BYLADEMMXXX
	IBAN	DE4970050000174249938
<b>BNP Paribas S.A. (EUR)</b>	bank code	37010600
	account	2270017011
	BIC	BNPADEFFXXX
	IBAN	DE44370106002270017011

goods/benefit recipient:  
 Company  
 Fisker Group Inc.  
 1888 Rosecrans Avenue  
 Manhattan Beach CA 90266

**Invoice**

Your contact    Tripti Sharma  
 Our contact    Gerrit Schmidt  
 Our supplier no. 100566

Invoice no.    0700/95072102  
 Date            08/31/2023  
 Customer no.   5035334  
  
 Order no.      4500000234  
 Order date     06/17/2022

**Downpayment**

FISKER Pear August 2023

PEAR Engineering Services 600,000.00 USD

The performance time is shown in the above mentioned documents such as offer or order.  
 payment: within 60 days due net

	amount net	600,000.00 USD
	VAT            0.00 %	0.00 USD
	total amount	600,000.00 USD