



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

**Clerk of Court
U.S. Bankruptcy Court, District of Delaware
824 North Market Street, 3rd Floor
Wilmington, DE 19801, USA**

Re: In re Fisker, Inc. , et al., Case No. 24-11390 (TMH)

**RESPONSE OF FMC SERVICES DMCC TO LIQUIDATING TRUSTEE'S ELEVENTH
OMNIBUS OBJECTION (NON-SUBSTANTIVE) TO CERTAIN LATE-FILED CLAIMS**

FMC Services DMCC ("Claimant"), by and through its undersigned representative, respectfully submits this response (the "Response") to the **Liquidating Trustee's Eleventh Omnibus Objection (Non-Substantive) Pursuant to 11 U.S.C. § 502, Fed. R. Bankr. P. 3007 and Local Rule 3007-1 to Certain Late-Filed Claims** (the "Objection"), and in support thereof states as follows:

1. Background

- On December 17, 2024, Claimant filed Proof of Claim No. 4216 in the amount of **\$19,653.73** against the Debtors' estates (the "Claim").
- The Claim represents **salary payments** due for work performed by Marcel Kruetzfeldt, who served as Fisker Inc.'s **Head of Region for the Middle East**, tasked with establishing Fisker's presence in the Middle East, organizing dealer appointments, and arranging investor meetings that could have secured critical funding.
- The Liquidating Trustee objects solely on the grounds that the Claim was filed after the General Bar Date of September 11, 2024.

2. Basis for Response

- **Acknowledgment of Debt:** Fisker HR and management repeatedly confirmed the validity of the Claim, acknowledging that the \$19,653.73 was due for salary.
- **Excusable Neglect:** Claimant was only informed in **late November 2024**—months after the bar date—that filing a formal proof of claim was required. Prior to that, Fisker HR assured Claimant the payment would be processed directly.
- **Good Faith:** Claimant diligently followed up from May through December 2024, submitting invoices and communicating with Fisker HR, Finance, and management.
- **No Prejudice to Estate:** Allowing this modest salary claim will not prejudice other creditors.





- **Equity and Fairness:** Disallowing the Claim would unfairly penalize Claimant for Fisker's own delay in providing notice.

3. Relief Requested

Claimant respectfully requests that the Court:

1. Overrule the Objection as to Proof of Claim No. 4216;
2. Allow the Claim in full in the amount of \$19,653.73; and
3. Grant such other relief as the Court deems just and proper.

4. Reservation of Rights

Claimant expressly reserves all rights to supplement this Response, provide additional evidence, and present arguments at the hearing.

Dated: 14. August 2025

Respectfully submitted,

M. Krütfeldt



Marcel Kruetzfeldt

On behalf of FMC Services DMCC

Contact Information:

Marcel Kruetzfeldt

Burj Daman, Apt 1103, DIFC, Dubai, United Arab Emirates

marcel.o.kruetzfeldt@gmail.com,

+971-50-6548817



DECLARATION OF MARCEL KRUETZFELDT IN SUPPORT OF RESPONSE

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

**Clerk of Court
U.S. Bankruptcy Court, District of Delaware
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Re: In re Fisker, Inc. , et al., Case No. 24-11390 (TMH)

DECLARATION OF MARCEL KRUETZFELDT IN SUPPORT OF RESPONSE OF FMC SERVICES DMCC TO LIQUIDATING TRUSTEE'S ELEVENTH OMNIBUS OBJECTION (NON-SUBSTANTIVE) TO CERTAIN LATE-FILED CLAIMS

I, **Marcel Kruetzfeldt**, pursuant to 28 U.S.C. § 1746, hereby declare under penalty of perjury as follows:

1. Background

1. I am the authorized representative of **FMC Services DMCC**, the claimant in Proof of Claim No. 4216 in the amount of **\$19,653.73**, filed on December 17, 2024.
2. I submit this Declaration in support of the Response filed by FMC Services DMCC to the Liquidating Trustee's Eleventh Omnibus Objection.

2. Role and Services Performed

3. From early 2024, I served as Fisker Inc.'s **Head of Region for the Middle East**, tasked with:
 - Establishing Fisker's presence in the Middle East,
 - Organizing dealer appointments in the UAE and Gulf region,
 - Coordinating investor meetings with high-net-worth individuals to secure funding,
 - Acting as Fisker's point of contact in the region.
4. Because Fisker had no local entity, I was instructed to invoice via FMC Services DMCC.
5. The Claim represents **unpaid salary payments** for these services, which were vital to Fisker's expansion and survival efforts.

3. Salary Payment History

6. Starting in **May 2024**, my salary payments became overdue.



7. From July to November 2024, I corresponded with Fisker HR and management. Fisker executives and HR—including Henrik Fisker, Angel Salinas, Wendy Franklin, and Stefanie Roberts—acknowledged the debt and confirmed it had been “approved.”
8. On **September 5, 2024**, Fisker HR confirmed the exact balance of **\$19,653.73**.
9. In **November 2024**, Fisker HR informed me that blocked German accounts were delaying payment but assured me the amount was approved.

4. Delay in Filing a Claim

10. I was first told in **late November 2024** that filing a proof of claim was required. By then, the **General Bar Date (September 11, 2024)** had already passed.
11. I filed my Claim promptly via postal mail from UAE to USA on **December 17, 2024** once informed.

5. Good Faith and Equity

12. I acted at all times in good faith, diligently following up, providing invoices, and even offering legal support in the UAE to help Fisker prioritize payment.
13. To deny this Claim would unjustly penalize me for Fisker’s delay in providing accurate instructions.

6. Conclusion

14. I respectfully request that the Court allow my Claim in full.

Executed on: 14. August 2025

Respectfully submitted,

M. Krüetzfeldt

Marcel Kruetzfeldt
On behalf of FMC Services DMCC

Marcel Kruetzfeldt
Burj Daman, Apt 1103, DIFC, Dubai, United Arab Emirates
marcel.o.kruetzfeldt@gmail.com, m.kruetzfeldt@fmcgroup.com
+971-50-6548817



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Exhibit A

**Email Correspondence Regarding Salary Payments for Marcel Kruetzfeldt
Filed in Support of Response of FMC Services DMCC to Liquidating Trustee's Eleventh
Omnibus Objection (Non-Substantive) to Certain Late-Filed Claims**

Table of Contents

1. Introduction to Exhibit A
2. Timeline Summary of Key Correspondence
3. Full Email Correspondence (chronological)

Submitted by:

Marcel Kruetzfeldt

On behalf of FMC Services DMCC

Burj Daman, Apt 1103, DIFC, Dubai, United Arab Emirates

marcel.o.kruetzfeldt@gmail.com, m.kruetzfeldt@fmcgroup.com

+971-50-6548817

Date: 14.August 2025



Introduction to Exhibit A

This Exhibit contains contemporaneous email correspondence between Marcel Kruetzfeldt (on behalf of FMC Services DMCC) and Fisker Inc. HR and management from **July through December 2024**.

The correspondence shows:

- Fisker acknowledged the outstanding salary debt of **\$19,653.73**.
- Payment was approved but delayed due to internal banking issues.
- HR repeatedly assured Claimant that payment would be processed.
- Only in **late November 2024**, after the bar date, was Claimant told to file a proof of claim.
- Claimant acted diligently and in good faith throughout.

This evidence supports a finding of **excusable neglect** and the allowance of Claim No. 4216.

Timeline Table of Email Correspondence

Date	Sender	Recipient(s)	Summary
Jul 10, 2024	Peter Heidinger (FMC)	Fisker HR, cc Marcel	Sent salary invoice as agreed with Fisker management.
Aug 2, 2024	Marcel Kruetzfeldt	Jennifer Kaushek, cc Henrik Fisker & John	Follow-up: June salary still unpaid.
Aug 7, 2024	Marcel Kruetzfeldt	Jennifer Kaushek	Reminder: payment approved but not received.
Aug 30, 2024	Marcel Kruetzfeldt	Wendy Franklin, cc Henrik Fisker	Sent invoice again; provided contact.
Sep 5, 2024	Wendy Franklin (HR)	Marcel Kruetzfeldt	Confirmed \$19,653.73 outstanding.
Sep 18–19, 2024	Marcel Kruetzfeldt	Wendy Franklin, cc Henrik Fisker	Requested update; Wendy said she would follow up.
Oct 9, 2024	Marcel Kruetzfeldt	Fisker HR	Reminder: still awaiting payment.
Nov 12, 2024	Stefanie Roberts (HR)	Marcel Kruetzfeldt	Notified of blocked accounts; payment approved but delayed.
Nov 18, 2024	Stefanie Roberts (HR)	Marcel Kruetzfeldt	Finance attempted to pay in June; awaiting release.
Nov 26, 2024	Angel Salinas (CFO)	Marcel Kruetzfeldt, cc Rick Wright	Confirmed Trustee handling claims; directed to Rick Wright.
Dec 17, 2024	Marcel Kruetzfeldt	Rick Wright, cc HR	Filed claim; HR confirmed employment-like status; claim disputed.



Combined Email Bundle (Exhibit A)

Included (in order):

1. MK FISKER Follow up .pdf
2. MK FISKER Clarification SEPT.pdf
3. MK FISKER Follow up November.pdf
4. MK FISKER Payment initiated HR November.pdf
5. MK FISKER only in DEC inform about bar date .pdf
6. MK Fisker Employment confirmation.pdf
7. Fisker Employment Contract / Agreement
8. Signature overview

Respectfully submitted,

M. Krutzfeldt



Marcel Kruetzfeldt

On behalf of FMC Services DMCC

Marcel Kruetzfeldt

Burj Daman, Apt 1103, DIFC, Dubai, United Arab Emirates

marcel.o.kruetzfeldt@gmail.com, m.kruetzfeldt@fmcgroup.com

+971-50-6548817

Monday, August 18, 2025 at 8:24:09 PM Gulf Standard Time

Subject: Re: Payment overdue: Invoice for salaries Marcel Krutzfeldt
Date: Friday, 30 August 2024 at 8:12:17 PM Gulf Standard Time
From: Marcel Krutzfeldt <marcel.o.krutzfeldt@gmail.com>
To: jkaushek@fiskerinc.com <jkaushek@fiskerinc.com>
CC: hfisker@fiskerinc.com <hfisker@fiskerinc.com>, Peter J. Heidinger - FMC Group <p.heidinger@fmcgroup.com>, jdidonato@hcg.com <jdidonato@hcg.com>
BCC: Christian Marti <cmarti@fiskerinc.com>
Attachments: Outlook-szd2tqkk.jpeg

Hello everyone
 Any update and response to the below?

Ignoring every email isn't really nice neither nor the tone we have been used to with each other.
 Best regards
 Marcel

On Wed, 7 Aug 2024 at 2:15 AM Marcel Krutzfeldt <marcel.o.krutzfeldt@gmail.com> wrote:

Dear Jennifer,

Please update me on the last payment of salary, since June I have been waiting for my payment. The payment has been approved before and I have still not received any money either via FMC or directly.

@ John
 I appreciate your help as well.

Kind regards
 Marcel

On Fri, Aug 2, 2024 at 7:24 PM Marcel Krutzfeldt <marcel.o.krutzfeldt@gmail.com> wrote:

Dear Jennifer

My salary payment for June is still pending and overdue.

Please advise by when you will transfer either direct to me or to FMC Services the outstanding amount.

@Henrik
 As per our discussion.

Thank you
 Marcel

----- Forwarded message -----

From: **Peter J. Heidinger - FMC Group** <p.heidinger@fmcgroup.com>
 Date: Wed, 10 Jul 2024 at 4:15 PM
 Subject: Invoice for salaries Marcel Krutzfeldt
 To: jkaushek@fiskerinc.com <jkaushek@fiskerinc.com>, ap@fiskerinc.com <ap@fiskerinc.com>
 CC: Marcel Krutzfeldt <marcel.o.krutzfeldt@gmail.com>

Dear Jennifer,

Please find attached the invoice as discussed with Klaus-Peter Kiehl.

Kind regards
 Peter

Peter J. Heidinger
 Managing Partner



FMC Services DMCC

10th floor Swiss Tower, office 10-02
Jumeirah Lake Towers, Cluster Y, Dubai
United Arab Emirates

Mobile: +90-532-216 27 33

Teams: +49-711-490 945 31

p.heidinger@fmcgroup.com
 www.fmcgroup.com

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Monday, August 18, 2025 at 8:24:28 PM Gulf Standard Time

Subject: Re: Payment overdue: Invoice for salaries Marcel Krutzfeldt
Date: Thursday, 5 September 2024 at 12:16:58 AM Gulf Standard Time
From: Marcel Krutzfeldt <marcel.o.krutzfeldt@gmail.com>
To: Wendy Franklin <wfranklin@fiskerinc.com>
Attachments: Outlook-szd2tqkk.jpeg, image.png

Hello Wendy

The invoice covered the period of two month, taking an existing deposit into account (back in the day).

The deposit was used for May payment, June, 1 till July 3rd 2024 is outstanding -> 19.653,73 USD

Best
Marcel

On Wed, 4 Sep 2024 at 11:33 PM Wendy Franklin <wfranklin@fiskerinc.com> wrote:
Hi Marcel - Thank you for your email. Can you please confirm the dates worked for this invoice?

Was it May 1 - May 30, 2024?

Thank you.

Fisker GmbH
c/o Orrick, Herrington & Sutcliffe LLP
Lenbachplatz 6
80333 München
Germany

Your reference:
Dominik Klett

Contact FMC Group:
Peter J. Heidinger

Project Number:
FISK-2401-UA

Phone:
+90-532-216 27 33

Invoice

Invoice Number:
230064

Date:
May 30, 2024

USD

Consultancy Middle East costs May - July 3, 2024
Purpose Code: PMS

19.653,73

Sum net: 19.653,73

VAT 9%: 0 0,00

Total: 19.653,73

Due April 26, 2024

To be paid without any deductions to our account at:

From: Marcel Krutzfeldt <marcel.o.krutzfeldt@gmail.com>

Sent: Wednesday, September 4, 2024 5:36 AM

To: Wendy Franklin <wfranklin@fiskerinc.com>

Subject: Re: Payment overdue: Invoice for salaries Marcel Krutzfeldt

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Wendy

the amount outstanding is 19,653.73 USD - I was advised to create a new invoice for the remaining two month and address the USA entity.

The higher amount is the request of all open items (for two month) outstanding but we agreed together to pay the missing sum of 19,653.73 and ignore the difference.
Please go ahead with the 19,653.73 USD, it can still be addressed to FMC Services DMCC , or my personal account (I can share the details if required).

Hope this helps, happy to jump on a call once you are starting your day today and bring

more light into the darkness if needed.
Appreciate your help
Marcel

On Wed, Sep 4, 2024 at 3:07 AM Wendy Franklin <wfranklin@fiskerinc.com> wrote:
Hi Marcel - Thanks for sending the invoice.

We have two invoices with the same invoice number, but for different amounts. Can you please help clarify the difference?

Thank you.
Wendy

From: Marcel Kruetzfeldt <marcel.o.kruetzfeldt@gmail.com>
Sent: Friday, August 30, 2024 10:46 AM
To: Wendy Franklin <wfranklin@fiskerinc.com>
Subject: Re: Payment overdue: Invoice for salaries Marcel Kruetzfeldt

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Wendy
Invoice attached.

Thank you
Marcel

On Sat, 31 Aug 2024 at 1:43 AM Wendy Franklin <wfranklin@fiskerinc.com> wrote:
Hi Marcel - Can you please send me the invoice you submitted for June?

Thank you.

From: Marcel Kruetzfeldt <marcel.o.kruetzfeldt@gmail.com>
Sent: Friday, August 30, 2024 10:40 AM
To: Wendy Franklin <wfranklin@fiskerinc.com>
Cc: Henrik Fisker <hfisker@fiskerinc.com>; John CRO. didonato <jdidonato@hcg.com>

Subject: Re: Payment overdue: Invoice for salaries Marcel Kruetzfeldt

You don't often get email from marcel.o.kruetzfeldt@gmail.com. [Learn why this is important](#)

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Thank you Wendy

Appreciated

+971506548817

In case you need to reach me via phone or whatsapp

Marcel

On Sat, 31 Aug 2024 at 1:39 AM Wendy Franklin <wfranklin@fiskerinc.com> wrote:
Hi Marcel - Let me check on the status of the payment and I'll get back to you shortly.

Thank you.
Wendy

From: Henrik Fisker <hfisker@fiskerinc.com>
Sent: Friday, August 30, 2024 10:29 AM
To: Marcel Kruetzfeldt <marcel.o.kruetzfeldt@gmail.com>; Wendy Franklin <wfranklin@fiskerinc.com>
Cc: John CRO. didonato <jdidonato@hcg.com>
Subject: Re: Payment overdue: Invoice for salaries Marcel Kruetzfeldt

Marcel
Jennifer is not with us anymore.
Wendy is leading HR.
Henrik

On Aug 30, 2024, at 09:12, Marcel Kruetzfeldt <marcel.o.kruetzfeldt@gmail.com> wrote:

You don't often get email from marcel.o.kruetzfeldt@gmail.com. [Learn why this is important](#)

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Hello everyone
Any update and response to the below?

Ignoring every email isn't really nice neither nor the tone we have been used to with each other.

Best regards
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I appreciate your help as well.

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Marcel

On Fri, Aug 2, 2024 at 7:24 PM Marcel Kruetzfeldt
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Dear Jennifer
My salary payment for June is still pending and overdue.
Please advise by when you will transfer either direct to me or to FMC Services the outstanding amount.

@Henrik
As per our discussion.

Thank you
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----- Forwarded message -----

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Date: Wed, 10 Jul 2024 at 4:15 PM
Subject: Invoice for salaries Marcel Krutzfeldt
To: jkaushek@fiskerinc.com <jkaushek@fiskerinc.com>, ap@fiskerinc.com <ap@fiskerinc.com>
CC: Marcel Kruetzfeldt <marcel.o.kruetzfeldt@gmail.com>

Dear Jennifer,

Please find attached the invoice as discussed with Klaus-Peter Kiehl.

Kind regards
Peter

Peter J. Heidinger
Managing Partner



FMC Services DMCC

10th floor Swiss Tower, office 10-02
Jumeirah Lake Towers, Cluster Y, Dubai

United Arab Emirates

Mobile: +90-532-216 27 33

Teams: +49-711-490 945 31

p.heidinger@fmcgroup.com
www.fmcgroup.com

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Monday, August 18, 2025 at 8:25:34 PM Gulf Standard Time

Subject: Re: Payment overdue: Invoice for salaries Marcel Krutzfeldt
Date: Tuesday, 12 November 2024 at 10:31:43 AM Gulf Standard Time
From: Marcel Krutzfeldt <marcel.o.krutzfeldt@gmail.com>
To: sroberts@fiskerinc.com <sroberts@fiskerinc.com>
CC: Henrik Fisker <hfisker@fiskerinc.com>, John CRO. didonato <jdidonato@hcg.com>, Wendy Franklin <wfranklin@fiskerinc.com>
Attachments: Outlook-szd2tqkk.jpeg, image.png

Hello Stephanie
 Hope all is well with you.

Please advise when the missing salary payments to Dubai are being performed. I am waiting since May by now.

Thank you
 Marcel

On Wed, 9 Oct 2024 at 4:37 AM Marcel Krutzfeldt <marcel.o.krutzfeldt@gmail.com> wrote:
 Another reminder

On Wed, 25 Sep 2024 at 5:40 PM Marcel Krutzfeldt <marcel.o.krutzfeldt@gmail.com> wrote:
 Hi Wendy
 hope you had a good weekend.

Kind follow up.
 Best regards
 Marcel

On Thu, Sep 19, 2024 at 7:44 PM Wendy Franklin <wfranklin@fiskerinc.com> wrote:
 Hi Marcel - Let me follow up on this and get back to you. Thank you.

From: Marcel Krutzfeldt <marcel.o.krutzfeldt@gmail.com>
Sent: Wednesday, September 18, 2024 11:29 PM
To: Wendy Franklin <wfranklin@fiskerinc.com>; Henrik Fisker <hfisker@fiskerinc.com>; John CRO. didonato <jdidonato@hcg.com>
Subject: Re: Payment overdue: Invoice for salaries Marcel Krutzfeldt

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Hi Wendy
 any update? Please confirm when the payment will be made.
 Thank you

Marcel

On Mon, Sep 16, 2024 at 7:00 PM Marcel Krutzfeldt <marcel.o.krutzfeldt@gmail.com> wrote:
 Hi Wendy

All ok . Can we please schedule a call , to discuss when the payment will be initiated?

We are close to a 3 month delay by now.
 Thank you
 Marcel

On Tue, Sep 10, 2024 at 1:09 PM Marcel Krutzfeldt <marcel.o.krutzfeldt@gmail.com> wrote:
 Hi Wendy

hope you are well.
 Kind follow up
 Best
 Marcel

On Thu, Sep 5, 2024 at 12:16 AM Marcel Krutzfeldt <marcel.o.krutzfeldt@gmail.com> wrote:
 Hello Wendy
 The invoice covered the period of two month, taking an existing deposit into account (back in the day).

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Was it May 1 - May 30, 2024?

Thank you.

Fisker GmbH
c/o Orrick, Herrington & Sutcliffe LLP
Lenbachplatz 6
80333 Munchen
Germany

Your reference:
Dominik Klott

Contact FMC Group:
Peter J. Hedinger

Project Number:
FISK-2401-UA

Phone:
+90-532-216 27 33

Invoice

Invoice Number:
230064

Date:
May 30, 2024

Consultancy Middle East costs May - July 3, 2024
Purpose Code: PMS

USD
19.653,73

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Appreciated

+971506548817

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Marcel

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Wendy is leading HR.

Henrik

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@Henrik

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Marcel

----- Forwarded message -----

From: **Peter J. Heidinger - FMC**

Group <p.heidinger@fmcgroup.com>

Date: Wed, 10 Jul 2024 at 4:15 PM

Subject: Invoice for salaries Marcel Krutzfeldt

To:

jkaushek@fiskerinc.com <jkaushek@fiskerinc.com>.

ap@fiskerinc.com <ap@fiskerinc.com>

CC: Marcel Kruetzfeldt

<marcel.o.kruetzfeldt@gmail.com>

Dear Jennifer,

Please find attached the invoice as discussed with Klaus-Peter Kiehl.

Kind regards

Peter

Peter J. Heidinger
Managing Partner



FMC Services DMCC

10th floor Swiss Tower, office 10-02
Jumeirah Lake Towers, Cluster Y, Dubai
United Arab Emirates

Mobile: +90-532-216 27 33

Teams: +49-711-490 945 31

p.heidinger@fmcgroup.com
www.fmcgroup.com

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Monday, August 18, 2025 at 8:22:51 PM Gulf Standard Time

Subject: RE: Payment overdue: Invoice for salaries Marcel Krutzfeldt
Date: Tuesday, 12 November 2024 at 11:29:53 PM Gulf Standard Time
From: Stefanie Roberts <stefanie@fiskerinc.com>
To: Marcel Krutzfeldt <marcel.krutzfeldt@gmail.com>
Attachments: image001.jpg, image002.jpg, image003.png, image004.jpg

Hi Marcel,

Thank you for the background information. I have sent your invoice over to our Finance team for payment. They indicated that they had tried to pay the invoice in June, but unfortunately the German accounts were blocked.

As soon as payment has been released, I will reach out to you.

Thank you for your continued patience,
 Stefanie

From: Marcel Krutzfeldt <marcel.krutzfeldt@gmail.com>
Sent: Tuesday, November 12, 2024 9:31 AM
To: Stefanie Roberts <stefanie@fiskerinc.com>
Subject: Re: Payment overdue: Invoice for salaries Marcel Krutzfeldt

You don't often get email from marcel.krutzfeldt@gmail.com. [Learn why this is important](#)
 [CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Hello Stefanie

I was the head of region for Middle East , organized dealer appointments and lastly investor meetings for investors to save Fisker from bankruptcy.

Payment has been approved by Geeta but has never been performed / transacted at end of June.

I reported to SVP Christian Marti and aligned directly with Henrik on investor search.

The salary has to be paid either directly to me or to FMC Services DMCC as Fisker did not open an own entity in time in Middle East but asked me to join asap. Hence FMC was used to invoice.

I am happy to have a quick call with you to discuss further as I am not having much steps left than reporting the case officially in the UAE. I have been promised three times by now that the payment will be done.

Please advise
 My nr is : +971506548817

Appreciate your help,
 Marcel

1:25



me 4 Sep
 to Wendy ▾



Hello Wendy

1 of 9

Hi Marcel,

the amount outstanding is 19,653.73 USD - I was asked to create a new invoice for the remaining two months to address the USA entity.

The higher amount is the request of all open items (two month) outstanding but we agreed together to cover the missing sum of 19,653.73 and ignore the difference. Please go ahead with the 19,653.73 USD, it can still be addressed to FMC Services DMCC , or my personal account (I can share the details if required).

Hope this helps, happy to jump on a call once you start your day today and bring more light into the darkness if needed.
 Appreciate your help

...



Wendy Franklin ✓ 5 Sep

Hi Marcel - Thank you for your email. Can you please confirm



me 5 Sep
 to Wendy ▾



Hello Wendy

The invoice covered the period of two months, taking the existing deposit into account (back in the day).

2 of 9

The deposit was used for May payment, June, 1 til 3rd 2024 is outstanding -> 19.653,73 USD

Best

...



me 10 Sep

to Wendy ✓



1:25



Wendy Franklin ✓ 4 Sep

to me ✓



Hi Marcel - Thanks for sending the invoice.

We have two invoices with the same invoice number, different amounts. Can you please help clarify the difference?

Thank you.
Wendy

From: Marcel Kruetzfeldt <marcel.o.kruetzfeldt@gmail.com>

Sent: Friday, August 30, 2024 10:46 AM

To: Wendy Franklin <wfranklin@fiskerinc.com>

...

230064 (1).pdf



PDF

230064-

fis240530ce-Fisker...



PDF



me 4 Sep

to Wendy ✓



Hello Wendy

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account (I can share the details if required).

Hope this helps, happy to jump on a call once you

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Hi Marcel,

Thank you for your email. I apologize that you have not received a response back. As this is my first time learning about this, could you please resend your invoice and let me know what the services you performed?

Thank you,
Stefanie

From: Marcel Kruetzfeldt <marcel.o.kruetzfeldt@gmail.com>

Sent: Monday, November 11, 2024 10:32 PM

To: Stefanie Roberts <sroberts@fiskerinc.com>

Cc: Henrik Fisker <h.fisker@fiskerinc.com>; John CRO. didonato <jdidonato@hcg.com>; Wendy Franklin <wfranklin@fiskerinc.com>

Subject: Re: Payment overdue: Invoice for salaries Marcel Kruetzfeldt

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Hello Stephanie

Hope all is well with you.

Please advise when the missing salary payments to Dubai are being performed. I am waiting since May by now.

Thank you
Marcel

On Wed, 9 Oct 2024 at 4:37 AM Marcel Kruetzfeldt <marcel.o.kruetzfeldt@gmail.com> wrote:

Another reminder

On Wed, 25 Sep 2024 at 5:40 PM Marcel Kruetzfeldt <marcel.o.kruetzfeldt@gmail.com> wrote:

Hi Wendy

hope you had a good weekend.

Kind follow up.
Best regards
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Hi Wendy

any update? Please confirm when the payment will be made.

Thank you
Marcel

On Mon, Sep 16, 2024 at 7:00 PM Marcel Kruetzfeldt <marcel.o.kruetzfeldt@gmail.com> wrote:

Hi Wendy

All ok. Can we please schedule a call, to discuss when the payment will be initiated?

We are close to a 3 month delay by now.

Thank you
Marcel

On Tue, Sep 10, 2024 at 1:09 PM Marcel Kruetzfeldt <marcel.o.kruetzfeldt@gmail.com> wrote:

Hi Wendy

hope you are well.
Kind follow up
Best
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Hello Wendy

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The deposit was used for May payment, June, 1 till July 3rd 2024 is outstanding -> 19.653,73 USD

Best
Marcel

On Wed, 4 Sep 2024 at 11:33 PM Wendy Franklin <wfranklin@fiskerinc.com> wrote:

Hi Marcel - Thank you for your email. Can you please confirm the dates worked for this invoice?

Was it May 1 - May 30, 2024?

Thank you.

Fisker GmbH
c/o Orrick, Herrington & Sutcliffe LLP
Lenbachplatz 6
80333 Munchen
Germany

Your reference:
Dominik Klett

Contact FMC Group:
Peter J. Heidinger

Project Number:
FISK-2401-UA

Phone:
+90-532-216 27 33

Invoice Number:
230064

Date:
May 30, 2024

Invoice

Consultancy Middle East costs May - July 3, 2024
Purpose Code: PMS

19.653,73

Sum net: **19.653,73**

VAT 9%: 0 **0,00**

Total: **19.653,73**

Due April 26, 2024

To be paid without any deductions to our account at:

From: Marcel Kruetzfeldt <marcel.o.kruetzfeldt@gmail.com>
Sent: Wednesday, September 4, 2024 5:36 AM

To: Wendy Franklin <wfranklin@fiskerinc.com>
Subject: Re: Payment overdue: Invoice for salaries Marcel Krutzfeldt

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 Wendy

From: Marcel Krutzfeldt <marcel.o.krutzfeldt@gmail.com>
Sent: Friday, August 30, 2024 10:46 AM
To: Wendy Franklin <wfranklin@fiskerinc.com>
Subject: Re: Payment overdue: Invoice for salaries Marcel Krutzfeldt

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Wendy
 Invoice attached.

Thank you
 Marcel

On Sat, 31 Aug 2024 at 1:43 AM Wendy Franklin <wfranklin@fiskerinc.com> wrote:
 Hi Marcel - Can you please send me the invoice you submitted for June?

Thank you.

From: Marcel Krutzfeldt <marcel.o.krutzfeldt@gmail.com>
Sent: Friday, August 30, 2024 10:40 AM
To: Wendy Franklin <wfranklin@fiskerinc.com>
Cc: Henrik Fisker <h.fisker@fiskerinc.com>; John CRO. didonato <jdidonato@hgc.com>

Subject: Re: Payment overdue: Invoice for salaries Marcel Krutzfeldt

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Thank you Wendy
 Appreciated

+971506548817

In case you need to reach me via phone or whatsapp

Marcel

On Sat, 31 Aug 2024 at 1:39 AM Wendy Franklin <wfranklin@fiskerinc.com> wrote:

Hi Marcel - Let me check on the status of the payment and I'll get back to you shortly.

Thank you.
 Wendy

From: Henrik Fisker <h.fisker@fiskerinc.com>
Sent: Friday, August 30, 2024 10:29 AM
To: Marcel Krutzfeldt <marcel.o.krutzfeldt@gmail.com>; Wendy Franklin <wfranklin@fiskerinc.com>
Cc: John CRO. didonato <jdidonato@hgc.com>
Subject: Re: Payment overdue: Invoice for salaries Marcel Krutzfeldt

Marcel
 Jennifer is not with us anymore.
 Wendy is leading HR.
 Henrik

On Aug 30, 2024, at 09:12, Marcel Krutzfeldt <marcel.o.krutzfeldt@gmail.com> wrote:

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Hello everyone
 Any update and response to the below?

Ignoring every email isn't really nice neither nor the tone we have been used to with each other.
 Best regards
 Marcel

On Wed, 7 Aug 2024 at 2:15 AM Marcel Krutzfeldt <marcel.o.krutzfeldt@gmail.com> wrote:

Dear Jennifer,

Please update me on the last payment of salary, since June I have been waiting for my payment. The payment has been approved before and I have still not received any money either via FMC or directly.

@ John
 I appreciate your help as well.

Kind regards
 Marcel

On Fri, Aug 2, 2024 at 7:24 PM Marcel Krutzfeldt <marcel.o.krutzfeldt@gmail.com> wrote:

Dear Jennifer

My salary payment for June is still pending and overdue.
 Please advise by when you will transfer either direct to me or to FMC Services the outstanding amount.

@Henrik
 As per our discussion.

Thank you
 Marcel


----- Forwarded message -----

From: Peter J. Heidinger - FMC Group <p.heidinger@fmcgroup.com>
Date: Wed, 10 Jul 2024 at 4:15 PM
Subject: Invoice for salaries Marcel Krutzfeldt
To: jkaushkek@fiskerinc.com <jkaushkek@fiskerinc.com>, ap@fiskerinc.com <ap@fiskerinc.com>
CC: Marcel Krutzfeldt <marcel.o.krutzfeldt@gmail.com>

Dear Jennifer,

Please find attached the invoice as discussed with Klaus-Peter Kiehl.

Kind regards
 Peter


FMC **GRO**

FMC SERVICES DMOCC
 10700 S. W. 29th Avenue, Suite 100
 Fort Lauderdale, FL 33309
 United States, America
 Mobile: +90 532 276 27 33
 Telex: +40 711 480 461
info@fmc.com
www.fmc.com

FMC GROUP

FMC Services DMCO
10th floor Swiss Tower, office 10-02
Jumeirah Lake Towers, Cluster 1, Dubai
United Arab Emirates
Mobile: +90-532-216 27 33
Teams: +49-711-490 945 31
a.heupel@fmc-service.com
www.fmc-service.com

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Monday, August 18, 2025 at 8:21:22 PM Gulf Standard Time

Subject: Re: Payment overdue: Invoice for salaries Marcel Krutzfeldt
Date: Tuesday, 17 December 2024 at 1:55:46 PM Gulf Standard Time
From: Marcel Krutzfeldt <marcel.o.krutzfeldt@gmail.com>
To: Rick Wright <RW@dundon.com>
CC: Angel Salinas <asalinas@fiskerinc.com>, Stefanie Roberts <sroberts@fiskerinc.com>, Henrik Fisker <hfisker@fiskerinc.com>
Attachments: fis231220ce-Fisker service agreement UAE_Fisker2 clean (part 1) - signed - audit.pdf, fis231220ce-Fisker service agreement UAE_Fisker2 clean (part 1) - signed (part 1) - signed.pdf

Dear Rick ,

Document attached.

Please advise when the payment will be processed.
 Thank you
 Marcel

On Tue, Nov 26, 2024 at 9:47 PM Marcel Krutzfeldt <marcel.o.krutzfeldt@gmail.com> wrote:

Dear Rick
 Thank you
 I will share the signed Employer of Record contract.

Thank you
 Marcel

On Tue, 26 Nov 2024 at 9:35 PM Rick Wright <RW@dundon.com> wrote:
 Marcel, please send your consulting agreement with Fisker.

Rick Wright Managing Director
 Dundon Advisers, LLC
10 Bank Street, Suite 1100
White Plains, NY 10606

On Nov 26, 2024, at 12:03 PM, Marcel Krutzfeldt
 <marcel.o.krutzfeldt@gmail.com> wrote:

Hi Angel
 I send a letter to the judge in Delaware to inform him about the outstanding ,
 this was done in summer.

If you need me to file a claim in UAE please let me know.

@Rw@dundon.com @Rick
 Please advise how I can support in speeding up the process.

My understanding was all Salary payments have been secured by the judge previously and till date I am waiting for the payments.

Thank you
 Marcel

On Tue, 26 Nov 2024 at 8:57 PM Angel Salinas <asalinas@fiskerinc.com> wrote:
 Marcel,

I see in your email that you filed a claim in the state of Delaware. The claim administrator appointed by the US trustee is currently going through all the claims and will reach out when they review your claim. Rick Wright whom a copied above is leading the claims review process.

Kind regards,
 Angel

Angel Salinas
 Chief Accounting Officer
 asalinas@fiskerinc.com

<Outlook-5dcjrxdc.png>

www.fiskerinc.com <Outlook-yisi1pca.png> <Outlook-a32lndna.png>
 <Outlook-t5p4goaj.png> <Outlook-igukm0cj.png> <Outlook-urdoe1hg.png>
 <Outlook-ozxsvxq4.png>

From: Marcel Krutzfeldt <marcel.o.krutzfeldt@gmail.com>
Sent: Tuesday, November 26, 2024 3:39 AM
To: Stefanie Roberts <sroberts@fiskerinc.com>
Cc: Angel Salinas <asalinas@fiskerinc.com>; Henrik Fisker <hfisker@fiskerinc.com>

Subject: Re: Payment overdue: Invoice for salaries Marcel Krutzfeldt

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Hi Stefanie
Please update me, thank you.

I have been part of the process of many payments, if you need the legal filing from me let me know please.
Thank you
Marcel

On Tue, Nov 19, 2024 at 5:24 PM Marcel Kruetzfeldt
<marcel.o.kruetzfeldt@gmail.com> wrote:

Thank you Stefanie
The payments before have all been actioned via US , except one of them via Germany. Claus Peter advised to send a new invoice with US addressee on it , that is the one shared with you.

So please action the payment from the US accounts.
Please let me know what you require from my side.
Thank you

On Mon, Nov 18, 2024 at 9:17 PM Stefanie Roberts
<sroberts@fiskerinc.com> wrote:

Hi Marcel,

Thank you for your follow up email. Our Chief Accounting Officer, @Angel Salinas is following up with our Trustee regarding your payment as our German entity accounts are blocked due to the bankruptcy.

I will provide you with an update once I have more information.

Thank you for your continued patience,

Stefanie

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Sent: Monday, November 18, 2024 3:46 AM
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Hello Stefanie,

can you please update me with the payment receipt, or please advise if I should file an official case with the labor court in UAE to speed up the process. The UAE foresees public prosecution against the private person behind the company, in case of salary payment delays for 30days. In this case two parties Fisker and the EOR provider.

If an official record helps you to prioritize the payment I can file the remark with the court, I was hoping we can avoid this step. The remark in file will be put against the EOR provider and respective management team in this case Henrik & Geeta and will have an impact on any future business and private activity in the UAE.

The case is already filed with the court in Delaware.

As mentioned before the payment has been approved before.

Please let me know and best regards.

Marcel

On Wed, Nov 13, 2024 at 6:50 AM Marcel Kruetzfeldt
<marcel.o.kruetzfeldt@gmail.com> wrote:

Thank you Stefanie

Yes but since they never tried again and it has been discussed with every Henrik, and every HR since.

Can I expect the payment to be initiated this week? Please share the confirmation with me.

Thank you

Marcel

On Wed, 13 Nov 2024 at 3:30 AM Stefanie Roberts
<sroberts@fiskerinc.com> wrote:

Hi Marcel,

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As soon as payment has been released, I will reach out to you.

Thank you for your continued patience,

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Appreciate your help,

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<image001.jpg>

<image002.jpg>

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Was it May 1 - May 30, 2024?

Thank you.

<image003.png>

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Subject: Re: Payment overdue: Invoice for salaries Marcel Krutzfeldt

You don't often get email from marcel.o.kruetzfeldt@gmail.com. [Learn why this is important](#)

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Thank you Wendy

Appreciated

+971506548817

In case you need to reach me via phone or whatsapp

Marcel

On Sat, 31 Aug 2024 at 1:39 AM Wendy Franklin <wfranklin@fiskerinc.com> wrote:

Hi Marcel - Let me check on the status of the payment and I'll get back to you shortly.

Thank you.

Wendy

From: Henrik Fisker <hfisker@fiskerinc.com>
Sent: Friday, August 30, 2024 10:29 AM
To: Marcel Kruetzfeldt <marcel.o.kruetzfeldt@gmail.com>; Wendy Franklin <wfranklin@fiskerinc.com>
Cc: John CRO. didonato <jdidonato@hcg.com>
Subject: Re: Payment overdue: Invoice for salaries Marcel Krutzfeldt

Marcel

Jennifer is not with us anymore.

Wendy is leading HR.

Henrik

On Aug 30, 2024, at 09:12, Marcel Kruetzfeldt <marcel.o.kruetzfeldt@gmail.com> wrote:

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Hello everyone

Any update and response to the below?

Ignoring every email isn't really nice neither nor the tone we have been used to with each other.

Best regards

Marcel

On Wed, 7 Aug 2024 at 2:15 AM Marcel Kruetzfeldt <marcel.o.kruetzfeldt@gmail.com> wrote:

Dear Jennifer,

Please update me on the last payment of salary, since June I have been waiting for my payment. The payment has been approved before and I have still not received any money either via FMC or directly.

@ John

I appreciate your help as well.

Kind regards

Marcel

On Fri, Aug 2, 2024 at 7:24 PM Marcel Kruetzfeldt <marcel.o.kruetzfeldt@gmail.com> wrote:

Dear Jennifer

My salary payment for June is still pending and overdue.

Please advise by when you will transfer either direct to me or to FMC Services the outstanding amount.

@Henrik

As per our discussion.

Thank you

Marcel

----- Forwarded
message -----

From: **Peter J.
Heidinger - FMC
Group** <p.heidinger@fmcgroup.com>

Date: Wed, 10 Jul
2024 at 4:15 PM

Subject: Invoice for
salaries Marcel
Krutzfeldt

To:

jkaushek@fiskerinc.com <jkaushek@fiskerinc.com>, ap@fiskerinc.com <ap@fiskerinc.com>
p@fiskerinc.com>

CC: Marcel

Kruetzfeldt

<marcel.o.kruetzfeldt@gmail.com>

Dear Jennifer,

Please find attached the
invoice as discussed
with Klaus-Peter Kiehl.

Kind regards

Peter

Monday, August 18, 2025 at 8:18:52 PM Gulf Standard Time

Subject: Re: Payment overdue: Invoice for salaries Marcel Krutzfeldt
Date: Tuesday, 17 December 2024 at 8:07:05 PM Gulf Standard Time
From: Marcel Kruetzfeldt
To: Rick Wright
CC: Stefanie Roberts

Claus Peter Kiehl explained to Geeta that my status was similar to any Fisker employee

Please let's discuss how the remaining sum can be send to me

On Tue, 17 Dec 2024 at 8:01 PM Rick Wright <RW@dundon.com> wrote:
Marcel, it's after the bar date. This claim is not valid. Further, I don't believe you would qualify for a priority wage claim. You are not an employee of Fisker.

Rick Wright Managing Director
Dundon Advisers, LLC
10 Bank Street, Suite 1100
White Plains, NY 10606

On Dec 17, 2024, at 10:53 AM, Marcel Kruetzfeldt
<marcel.o.kruetzfeldt@gmail.com> wrote:

<4D91EA4C749B2E9C8AFD8B4DC39F119DC8BB53_FilingSummary.PDF>

Fisker Services Agreement

This Services Agreement is entered into as of January 15, 2024 (the "Effective Date") by and between Fisker Group Inc., a company registered in Delaware, USA, with a corporate file number 6136073, whose registered office is at 1888 Rosecrans Avenue Manhattan Beach CA 90266 and its Affiliates ("Fisker"), and FMC Services DMCC, having its registered office at 10th floor Swiss Tower, office 10-02-D2 Jumeirah Lake Towers, Cluster Y, Dubai / United Arab Emirates registered with the trade register number: DMCC-900904 ("FMC").

WHEREAS, FMC provides services by assigning employees selected by Fisker to perform tasks as described in Annex 2 and the job description referenced therein;

WHEREAS, Fisker desires to engage FMC to provide such services as may be necessary to meet Fisker's needs;

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth below, Fisker and FMC (individually, a "Party" and collectively, "the Parties") agree as follows:

1) Obligations of FMC

- a) FMC shall enter into an Employment Agreement with the Employee(s) selected by Fisker. The Employee's terms and conditions of employment are determined in consultation with Fisker, taking into account the minimum statutory requirements and in alignment with the terms and conditions as set forth in Annex 1 and Annex 2.
- b) FMC will provide an FMC employee to serve as an Account Manager to Fisker. Among other responsibilities, the Account Manager will: (i) process all new requisitions; (ii) coordinate and serve as the administrator of the requisition process; (iii) ensure that Employee(s) meet the requirements of the Agreement and orders; (iv) serve as Human Resources department for the Employee(s) and as the point of contact for Fisker in connection with issues (e.g., handle all complaints and concerns from and regarding Employee(s)); (v) manage Employee's payroll and timekeeping.
- c) FMC shall execute all changes to the Employee(s) employment, as requested by Fisker such as salary increases or promotions, in due time.
- d) FMC shall comply with all applicable laws, rules, regulations, and governmental orders, now or hereafter in effect, relating to the performance of its obligations under this Agreement and its Annexes in the course of performing the services.
- e) FMC shall verify all Employees' eligibility to work in a relevant jurisdiction before entering into an Employment Agreement with such Employee(s).
- f) As the sole employer of the Employee(s), FMC shall assume all employer responsibilities as it relates to the Employee, including (1) managing payroll and benefits, (2) hiring and onboarding, (3) providing human resources support, (4) managing leaves of absences and time off requests, (5) handling disciplinary issues, and (6) terminating the employment relationship.
- g) FMC shall ensure that the Employees are contractually obliged to comply with:
 - i) the terms of Annex 2 and applicable laws within the country of employment.
 - ii) the Fisker's code of conduct and policies, as provided in writing to FMC, including any updated versions of the same as applicable.
 - iii) intellectual property terms providing for the proper transfer right, title, and/or interest in and to the Works (as defined below) via FMC to Fisker, giving effect to the Intellectual Property section below; and
 - iv) the necessary confidentiality arrangements preventing the unwarranted disclosure of

Service Agreement «Client_short»

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Page 1 of 18

any Confidential Information (as defined below).

2) Obligations for Fisker

- a) Unless FMC is appointed to perform recruiting activities, Fisker shall select and recruit the Employee(s) for FMC to hire on behalf of Fisker, determine the applicable job description and suggest the terms and conditions of employment. If Fisker wishes to appoint FMC to perform recruiting activities, a respective Annex is added to this agreement.
- b) When determining appropriate terms and conditions of employment, Fisker will consider all applicable equal opportunity employment laws and minimum statutorily required compensation and benefits.
- c) Fisker shall provide FMC with all the information and documents necessary for the execution of the applicable services set out in Annex 2 and the performance of the Assignment, including all information and documents concerning the Employee(s) (e.g., timesheets, performance, and assessment reports, all the relevant elements for determining the applicable remuneration, etc.), as well as other information and documents necessary for FMC to timely and properly meet its obligations as an employer towards the Employee(s) in compliance with all local laws and requirements. All data, documents, information, and/or instructions provided by Fisker to FMC shall be correct, accurate, and reliable.
- d) For the avoidance of doubt, Fisker acknowledges and agrees that FMC shall have no obligation to retain any Employee who is not legally permitted to work in such relevant jurisdiction.
- e) Fisker shall pay all invoices on time to enable a smooth payment of the salaries of the Employee(s).
- f) Fisker shall ensure that all Employee time entries are correct and complete and that the details of the Employee(s) included therein are stated correctly and truthfully, such as: the name of the Employee(s), the number of hours worked, overtime hours, any surcharges and any expenses actually incurred. Any tax and/or financial consequences resulting from Fisker's failure to review (or negligence in reviewing) any expenses or travel allowances will be sent to Fisker for reimbursement.
- g) Fisker shall duly inform FMC of any intended modifications to the Employee's terms and conditions of employment, such as but not limited to an increase in remuneration, award of variable remuneration, award of promotion, change in job description, change in benefits or dismissal, which allows FMC to undertake such modifications at the direction of Fisker. Fisker shall not communicate any modifications to the Employee without prior approval from FMC nor make any modification to the Employee's terms and conditions of employment itself.
- h) Fisker shall not enter into an employment relationship, service agreement and/or other work arrangement with any Employee(s) for the provision of services by such Employee(s) to Fisker as long as any Employment Agreement between such Employee(s) and FMC remains in effect.
- i) Fisker shall comply with all applicable laws and regulations, now or hereafter in effect, relating to its performance of this Agreement and its Annexes.
- j) For the avoidance of doubt, Fisker shall fully cooperate with FMC and comply with all of FMC's requests that FMC determines are necessary in FMC's sole discretion, to ensure that its employment of each Employee complies with all applicable labor and employment laws, including, but not limited to, those laws relating to unlawful discrimination and wrongful termination.

Service Agreement «Client_short»

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Page 2 of 18

3) Compliance with Laws

- a) FMC and Fisker agree that they will comply with all applicable federal and state laws and regulations that are applicable in performing the Services in UAE.
- b) FMC and Fisker will neither undertake nor cause or permit to be undertaken any activity that either (i) is illegal under or (ii) would have the effect of causing Fisker or FMC to violate any laws, decrees, rules or regulations in effect in service-country or any other country in which FMC does business, including but not limited to the United States Foreign Corrupt Practices Act and the UK Bribery Act.

4) Non-Exclusive and No Guarantee

- a) FMC is free to perform Services for other clients; Fisker is free to order Services for other Service companies and does not commit to ordering any amount of Services from FMC. FMC will not utilize Employee(s) for other projects unless agreed by the Fisker.

5) Work-related Injuries or Illness

- a) If Fisker becomes aware, that an Employee has suffered (or is alleged to have suffered) an injury or illness in connection with performing Services or on Fisker's property, it will notify FMC as soon as possible and within 2 business days. Similarly, if FMC becomes aware that an Employee has suffered (or is alleged to have suffered) an injury or illness in connection with performing Services or on FMC Services DMCC's property, it will notify Fisker as soon as possible and within 2 business days. FMC will also share information regarding Employee's medical treatment, absences, etc. so that Fisker can comply with any reporting requirements.

6) Fees and Invoicing

- a) The fee paid to FMC by Fisker for the services rendered by FMC to Fisker is further specified in Annex 1 and may comprise: (a) a fee for the Services ("Service Fee"); and (b) Employment Costs, as set forth below, and (c) Employees expenses.

"Employment Costs" means all emoluments, taxes, benefits, and other remuneration which have been agreed to by Fisker or are due as mandated by applicable law directly in connection with Employee's employment. Such Employment Costs shall be set forth in Annex 2, and may include the compensation and benefits (including but not limited to salary, taxes, pension plans, private health insurance, bonuses, payments, paid time off or other benefits due to Employee as a result of the employment or termination of employment and any other benefits) which Employees are entitled to receive, and which are paid or provided by or on behalf of FMC in relation thereto.

For the avoidance of doubt, Fisker will cover all costs associated with the termination process of Employee(s) including potential legal fees, severance payments, etc. The severance cost will depend on the length of the employment as well as of the reason for dismissal.

- b) FMC will send an invoice to Fisker as defined in Annex 1.
- c) FMC has the right to adjust its Service Fee in writing every year, subject to at least three (3) months' notice. If Fisker objects to the adjustment of the Service Fee, then Fisker may terminate the corresponding Service Agreement pursuant to the Duration and Termination section. If Fisker does not terminate the Services, the adjustment of the

Service Agreement «Client_short»

Page 3 of 18

Confidential

Service Fee shall apply for Fisker from the effective date onwards. For the avoidance of doubt, currency rate adjustments are not subject to the prior notice requirement outlined in this clause.

7) Currency, Exchange Rate and Taxes

- a) Depending on the tasks performed by the Employee, VAT might be applicable. If VAT is or becomes chargeable on any supply performed under this Agreement, and FMC is required to account to the relevant tax authority for such VAT, the Fisker will pay to FMC (in addition to and at the same time as paying for such supply) an amount equal to the amount of such VAT. According to current laws in the UAE is not applicable.
- b) All payments must be made in the currency defined in Annex 1 ("Billing Currency").
- c) Any exchange rate conversion or fluctuation between the Billing Currency and currency paid to the Employee(s), or currency agreed for the fee for the services, will be billed to Fisker.
- d) Changes in taxes, and other elements outside of FMC's influence, such as social security contributions, that may change the calculation of the Employment Costs will be billed to Fisker.

8) Confidentiality

- a) Each Party (the "Receiving Party") agrees to maintain secret and confidential any information disclosed (oral or in writing) to it by the other Party or its Affiliates, subsidiaries, or customers (collectively, the "Disclosing Party") in connection with the Agreement in any form that is marked "Confidential", "Company Secret", or similar terminology, or that the Receiving Party should reasonably understand under circumstances that the Disclosing Party expects to be treated as confidential (the "Confidential Information") and that is disclosed by the Disclosing Party or received by the Receiving Party during the Term in connection with this Relationship. The Disclosing Party (or its Affiliates, subsidiaries, or customers, as applicable) shall retain all right, title, and interest to its Confidential Information. The Receiving Party agrees that no ownership of any of Disclosing Party's Confidential Information is conveyed to the Receiving Party pursuant to this Agreement.
- b) The Parties may disclose such Confidential Information only to those of their directors, officers, employees, agents, service providers or subcontractors who need to know such information in order to enable the Parties to perform their obligations in connection with the Agreement.
- c) Confidential Information shall not include information which:
 - i) is already known to the Receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the Disclosing Party;
 - ii) is subsequently disclosed to the Receiving Party without any obligations of confidentiality by a third party who has not obtained it directly or indirectly from the Disclosing Party;
 - iii) is or becomes generally available to the public or otherwise is or becomes part of the public domain after its disclosure other than through any act or omission of either Party or its agents and/or employees in breach of this Agreement; or
 - iv) is or was independently developed by the Receiving Party without the use of or reference to Confidential Information of the Disclosing Party; or
 - v) is approved for disclosure by the Disclosing Party in writing.
- d) Each Party shall ensure that all its employees, directors, officers, agents and/or subcontractors who have access to any information of the other Party to which the

Service Agreement «Client_short»

Page 4 of 18

Confidential

obligations of this Section apply, shall be made aware of and be subject to at least as restrictive obligations and shall further ensure that, in so far as is reasonably feasible, all such employees, directors, officers, agents and/or subcontractors shall either enter into written undertakings in favor of the other Party or are legally obligated to maintain the information as confidential, each in accordance with terms no less restricted than this Section.

- e) Notwithstanding the foregoing, this Agreement shall not prevent the Receiving Party from disclosing Confidential Information of Disclosing Party solely to the extent required by a judicial order, legal obligation, or otherwise as required by the laws of any relevant jurisdiction or regulations issued by any regulatory or governmental body, provided that, in such event, the applicable Receiving Party shall promptly notify the applicable Disclosing Party to allow intervention to contest or minimize the scope of the disclosure (including the application for a protective order or other appropriate remedy). In the absence of a protective order or other appropriate remedy, if the applicable Receiving Party nonetheless is, in the opinion of its legal counsel, required by law or applicable governmental authority to disclose the applicable Disclosing Party's Confidential Information, disclosure may be made only as to that portion of such Confidential Information that such Receiving Party is advised by legal counsel is legally required to be disclosed. The applicable Receiving Party shall exercise commercially reasonable efforts to obtain assurance that confidential treatment shall be accorded such Confidential Information.
- f) FMC shall maintain electronically and/or in writing such records and accounts as are required by applicable laws.

9) Data Protection

- a) In this Agreement, "Personal Data" means information defined as personal data, personal information, or an equivalent term under relevant Data Protection Laws, processed in connection with this Agreement.
"Adequate Country" means a country or territory that a relevant authority such as the European Commission or a national data protection authority has recognized under applicable Data Protection Laws as providing adequate level of protection for the international transfer of Personal Data. "Data Protection Laws" means all applicable data protection and privacy laws, rules, regulations, governmental orders, and subordinate legislation, now or hereafter in force, applicable to a Party in the performance of its obligations or exercise of its rights under this Agreement. "Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.
- b) The Parties acknowledge that with respect to the processing by each Party of any Personal Data, each Party shall act as an independent controller.
- c) After termination of the applicable Services Agreement, Personal Data shall be retained by the Parties for no longer than the minimum retention period required by applicable national laws. FMC will keep Personal Data relevant to provisions that survive termination of the contract as long as those provisions apply. In addition, FMC will keep relevant Personal Data as to necessary to enforce its legal rights such as those rights contained by any non-disclosure agreements between FMC and the Employees.
- d) Each Party will:
 - i) implement appropriate technical and organizational measures to ensure the security of the Personal Data;
 - ii) provide reasonable cooperation and assistance to the other Party as may be necessary

Service Agreement «Client_short»

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Page 5 of 18

to enable such other Party to: (i) comply with any obligations of such other Party (or its other Affiliates) under Data Protection Laws, (ii) facilitate the handling by the other Party of any actual or reasonably suspected Personal Data Breach, (iii) comply in any investigations or audits by a regulator or supervisory authority, (iv) comply with any request from or on behalf of a data subject concerning Personal Data, (v) respond to any queries or complaints from Employees.

- e) Each Party warrants and undertakes that it shall comply (and contractually require their agents, service providers, sub-processors or subcontractors to comply) with applicable Data Protection Laws. Each Party is and shall remain independently responsible for the processing it carries out as controller.
- f) To the extent either Party makes available to the other Party any Personal Data in connection with this Agreement prior to making available any Personal Data, the disclosing Party shall comply with any applicable consent, transparency and disclosure requirements under Data Protection Laws with respect to such Personal Data;

10) Intellectual Property

- a) FMC agrees that, to the fullest extent under applicable law, Works shall be deemed the exclusive property of Fisker in accordance with this Section. FMC agrees that, excluding any FMC Materials (as defined below), any and all works of authorship, including all papers, materials, drawings, graphics, writings, devices, notes, records, documents, analytics, products, product plans, systems, computer programs, hardware, software (including any and all programs, object code, source code, outlines, routines, subroutines, revisions, supplements, modules, upgrades, logic and processes, architecture, functional and technical specifications, in each case, in any language, format or medium), and all designs, discoveries, inventions, engineering, services, technologies, ideas, strategies, configuration information, methods, processes, developments, formulas, research, concepts, names, brands, domain names, techniques, logic, know-how, algorithms, and any and all improvements to any of the foregoing (whether or not any of the foregoing are patentable, registrable, or otherwise protectable under any patent, trademark, copyright or other law), in each case, which may be discovered, made, invented, conceived, developed, designed, created, reduced to practice, compiled, improved, modified, performed, produced or delivered, individually, or jointly with others, during Employee(s)' employment by FMC in connection with services defined in Annex 2 and any and all foreign and domestic, registered and unregistered, copyrights, patents, design rights, trademark rights and any and all other proprietary rights of any sort throughout the world (collectively, "Intellectual Property Rights"), applications for registrations therefor and any other intellectual property rights arising out of any of the foregoing (all of the foregoing, collectively, "Works", and each of the foregoing, a "Work") shall, to the fullest extent under applicable law, be exclusively owned by the Fisker as provided herein.
- b) If any Work, and/or any of the Intellectual Property Rights related thereto are not, by operation of law or agreement, considered owned by Fisker or if ownership of any right, title or interest in any Work does not otherwise vest exclusively in Fisker, FMC hereby irrevocably assign, without further consideration, any and all rights, title and interests (including any and all Intellectual Property Rights) in and to any Work. Furthermore, FMC

Service Agreement «Client_short»

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Page 6 of 18

hereby waives, and shall cause its Employees to waive, all moral rights in any Work subject to copyright protection (whether by virtue of this Agreement or otherwise).

- c) If, and solely to the extent, any Work, and/or any of the Intellectual Property Rights related thereto are not irrevocably and unconditionally assignable or are not otherwise transferable to Fisker as a matter of law as contemplated in this Section, FMC hereby grants the Fisker and its successors a perpetual, irrevocable, worldwide royalty free, nonexclusive, sub-licensable right and license to fully exploit and exercise all such technology and Intellectual Property Rights which are owned by FMC and/or Employee(s).
- d) Without limiting the foregoing and in addition, thereto, FMC acknowledges and agrees that this Agreement does not (and shall not be construed to) grant to FMC or its Employees any right, title or interest in or to any Works, Confidential Information of Fisker, Personal Data and/or Intellectual Property Rights related to any of the foregoing. FMC shall cause Employees who have access to any such materials subject to the obligations of the Confidentiality section and this Section be made aware of such obligations pursuant to a Confidentiality and Invention Assignment Agreement or provisions in the Employment Agreement to the same extent, executed by FMC and Employee. Notwithstanding anything to the contrary contained herein, to the extent permissible under applicable local law, the applicable Confidentiality and Invention Assignment Agreement or similar provision may grant Fisker rights and remedies with respect to claims arising from an Employee's conversion or other improper use of any Works, Confidential Information of Fisker and/or Personal Data.
- e) As between the Parties, it is acknowledged and agreed that FMC owns all right, title, and interest in the FMC Materials, including any Intellectual Property Rights related thereto. "FMC Materials" means any and all materials, data, information, processes, software, intellectual property or other items, tangible or intangible, owned, licensed or created by or on behalf of FMC or any third party that is: (a) owned, licensed or developed by FMC prior to the Effective Date; (b) developed or licensed by FMC outside of the scope of this Agreement; or (c) that are generally applicable to FMC's know-how, products and services and are not unique to the business of Fisker.
- f) To the extent Fisker or its customers provide FMC with certain data, information, and materials hereunder, including personally identifiable information (collectively, "Fisker Materials"), such Fisker Materials shall remain the property of Fisker or its customer, as applicable. FMC may use such Fisker Materials solely in connection with the provision of the Services and its performance of its obligations under this Relationship. It is acknowledged and agreed that:
 - i) Fisker owns and shall maintain all right, title and interest in the Fisker Materials, or has full and sufficient authority to allow FMC to use the Fisker Materials in the manner contemplated by this Relationship; and
 - ii) Fisker Materials and FMC's use and access thereof shall not infringe upon or misappropriate any patent, copyright, trade secret, or another proprietary right of any third party or otherwise violate or conflict with the rights of any third party or any applicable laws, rules or regulations.

11) Breach of Agreement

- a) Without limiting any and reserving cumulatively all of Parties rights and remedies under the Relationship, including those set forth in the Indemnity, Liability and Limitations section of this Agreement, and at law and in equity, if either Party (the "Non-Breaching Party") believes that the other Party (the "Breaching Party") has breached any of the terms

and conditions of this Agreement, it shall provide written notice to the Breaching Party setting forth the details such alleged breach in sufficient detail to provide the Breaching Party with a reasonable opportunity to cure such breach to the extent curable, which in no event shall exceed fourteen (14) days following the date of such notice ("Breach Cure").

12) Indemnity, Liability and Limitations

- a) FMC shall indemnify, defend and hold, at its sole cost and expense, Fisker and its principals, employees, agents, directors, officers, representatives, and assigns (collectively "Fisker Indemnities"), harmless from and against any and all third party claims, demands, suits, and causes of actions (collectively, "Claims") together with all loss, damage, liability, cost, charge or expense (including reasonable legal fees and any costs of enforcement) ("Loss" or collectively, "Losses") arising thereto, caused by, arising out of, relating to, or resulting from those Claims in connection with: (a) any breach by FMC of an obligation as set forth in this Agreement; (b) any use by the Fisker of the FMC Materials as contemplated under this Agreement; and (c) the gross negligence or willful misconduct of FMC and/or its Affiliates and its principals, agents, directors, officers, representatives, and assigns in connection with this Agreement.
- b) Fisker shall indemnify, defend and hold, at its sole cost and expense, FMC, its Affiliates and each of their principals, employees, agents, customers, directors, officers representatives, and assigns (collectively "FMC Indemnities"), harmless from and against any Claims together with all Losses arising thereto, caused by, arising out of, relating to, or resulting from those Claims in connection with: (a) any breach by Fisker of an obligation as set forth in this Agreement; (b) any use by FMC or any Employee of the Fisker Materials as contemplated under this Agreement; (c) the gross negligence or willful misconduct of Fisker and/or its Affiliates and their principals, employees, agents, directors, officers, representatives, and assigns in connection with this Agreement; (d) any and all Employment Claims and Employment Claim Damages as set forth below; and (e) any and all Employment Costs.

For the avoidance of doubt, Fisker shall not be obligated to indemnify FMC for any Employment Claims, Employment Claim Damages, or Employment Costs that arise solely due to FMC's breach of its obligations under this Agreement.

"Employment Claims" means any and all claims, demands, suits, and causes of actions brought against either Party in connection with the employment of any Employee or the termination of the employment of any Employee due to Fisker's actions or omissions, including claims by any Employee in connection with his or her employment, engagement or the termination of his or her employment or engagement (including but not limited to, any claim in respect of unfair or wrongful dismissal, redundancy, termination payments or otherwise; breach of the terms of employment or Employment Agreement; discrimination or harassment; human rights violations; whistleblowing; equal pay; violation of wage and hour laws; defamation; personal injury; violation of Data Protection Laws, including any actions based on the assertion that the provision, retention or use of such data, documents, information, and/or instructions infringes any right of FMC employee(s) or any other third parties). "Employment Claim Damages" means any sums paid or payable, including but not limited to, legal fees, statutory penalties, damages awards and Losses, resulting from or in connection with an Employment Claim and the defense of such Employment Claim pursuant to this Section 15.2.

- c) With respect to the indemnity clauses above, the indemnified party shall solely conduct the defense of any such claim or action and all negotiations for its settlement or compromise; provided, however, that (i) no settlement or compromise may attach liability or fault to the other Party, shall be entered into or agreed to without the other Party's prior written approval, where such written approval shall not unreasonably be withheld; (ii) the other Party has the right to participate, at its own expense, in the defense and/or settlement of any such claim or action in order to protect its own interests; (iii) the other Party shall provide reasonable cooperation and information needed for the indemnified Party to conduct the defense of any such claim.
- d) Each Party shall notify the other Party, as soon as reasonably practicable, of any claim being made, or any action threatened or brought against either Party, which arises in any way in connection with the activities contemplated in the Relationship.
- e) Each Party's maximum, cumulative liability in connection with this Agreement shall be limited to the amount of Service Fees paid and/or payable in connection with which the Claim has arisen in the twelve (12) month period immediately prior to such Claim arising.
- f) Neither Party shall be liable for any indirect, consequential, incidental, special, punitive or exemplary damages or any loss of profit, loss of business or contracts, lost production or operation time, loss of goodwill or anticipated savings, however arising, whether such loss was foreseeable or if the Party which would otherwise be liable for such loss was advised of its possibility.
- g) The liability limitations in this Section shall not apply to: (a) damages sustained by either Party as a result of bodily injury, death, or damage to tangible property, for which the other Party or any of its Affiliates, agents or subcontractors is legally liable; (b) any obligation or failure by the Fisker to pay any amounts due or past due and owing to FMC pursuant to the terms of this Agreement; and (c) any indemnifications pursuant to this Section.
- h) The Parties agree that FMC will be not held liable by Fisker for any and all claims in connection with an Employee's conversion or other improper use of Works, Intellectual Property Rights, Confidential Information of Fisker and/or Personal Data or any other failure to comply with the obligations imposed on the Employee as set forth in the applicable Employment Agreement, and/or pursuant to the Confidentiality and Invention Assignment Agreement or similar provision.
- i) Except for the representations and warranties explicitly set forth in this Agreement, the Parties make no representations or warranties of any kind, whether oral or written, whether express, implied, or arising by statute, custom, course of dealing or trade usage, with respect to the subject matter hereof, in connection with this relationship. The Services under this Relationship are provided "as is" and as available without any warranty. FMC specifically disclaims any and all implied warranties or conditions of title, merchantability, fitness for a particular purpose, and non-infringement. FMC does not warrant uninterrupted services.

13) Duration and termination

- a) The initial term of this Agreement will commence on the Effective Date of this Agreement and will be unlimited.
- b) Each Party will notify the other Party of its intent to terminate this Agreement, in writing, at least one (1) month in advance.
- c) If Fisker wishes to terminate the Relationship, the Agreement, any Agreement with an Employee that is employed by FMC on Fisker's behalf, it shall first inform FMC of its

written intent to do so. Upon receipt of the aforementioned intent to terminate, FMC will inform Fisker of the option(s) available to terminate the corresponding Employees. The options for termination provided by FMC shall include duration, costs, and applicable risks associated with each option respectively. After Fisker has chosen the desired termination option, provided in writing, FMC will terminate the Employees accordingly.

- d) If on the date of termination of the Agreement, one or more Employment Agreements with Employees hired on behalf of Fisker is/are still in effect, this Agreement shall continue in relation to those Employment Agreements.
- e) Either Party may immediately terminate, in whole or in part, this Agreement by giving the other written notice if:
 - i) the other materially breaches any term of this Agreement and it is unable to provide for a Breach Cure as set out in the Breach of Agreement section;
 - ii) the other becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a receiver is appointed of its business; or voluntary or involuntary petition in bankruptcy or insolvency is filed or proceedings for the reorganization or winding-up of that Party are instituted, or has any distress, execution or other process levied or enforced against the whole or a substantial part of its assets (which is not discharged, paid out, withdrawn or removed within twenty-eight (28) days), or is subject to any proceedings which are equivalent or substantially similar to any of the foregoing under any applicable jurisdiction, or ceases to trade or threatens to do so; or
 - iii) without prejudice to either Party's right to compensation of any losses or damages it has incurred as a result thereof and any other rights it may have, and without any compensation being due by that Party if the other Party: (a) engages in reprehensible behavior or conduct that may negatively impact its public image and, by association, the public image of the former Party; or (b) engages in activity that is otherwise illegal or unlawful.

14) Obligations on termination

- a) Upon termination of the Agreement, unless otherwise agreed to in writing by the Parties, each Party shall destroy or return to the other Party all items of Confidential Information (and in the case of FMC, Fisker Data) belonging to the other Party.
- b) The termination of the Agreement shall not release the Fisker from its obligations to pay any fees owed to FMC.
- c) The provisions of Fees and Invoicing, Confidentiality, Data Protection, Intellectual Property and this Section, shall survive without limitation after the termination of the Agreement.

15) Marketing

- a) FMC will seek prior written approval from Fisker to cooperate in marketing efforts by permitting FMC to: (a) post Fisker's name and logo on FMC's website; and (b) publish content and/or a press release indicating that FMC is providing Services for the Fisker; and (c) use Fisker as an occasional reference for the press, analysts, and prospective customers of FMC.

16) Force majeure

- a) No Party shall be liable to another Party for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by circumstances

beyond its reasonable control, including but not limited to, fire, flood, war, computer hacking, embargo, epidemic, pandemic, strike, riot, inability to secure materials and transportation facilities, an Employee's death, illness or disability, or the intervention of any governmental authority, in each case not otherwise invoking a breach of this Agreement.

- b) For the purposes of this Agreement, any failure or delay arising directly or indirectly from the COVID-19 pandemic or any measures taken by a competent authority to control the COVID-19 pandemic (a "COVID-19 Delay") shall be considered to be a circumstance beyond the Parties' reasonable control.
- c) If such delay continues for more than thirty (30) days, the Party damaged by the inability of the other Party to perform its obligations shall, notwithstanding the provisions of Duration and Termination, have the right to terminate this Agreement with immediate effect upon written notice. Notwithstanding anything to the contrary herein, applicable law may obligate FMC to pay Employee(s) even if such Employee(s) are no longer able to perform any or all of the Services due to illness or disability. In such event, Fisker shall continue to pay FMC Fees with respect to such Employee(s) in accordance with this Agreement and applicable law, and such payment obligations shall survive termination of this Agreement, including but not limited to termination due to a COVID-19 Delay. For the avoidance of doubt, FMC shall have no obligation to provide a replacement for any such Employee who cannot perform any or all of the Services due to illness or disability.

17) Dispute resolution

- a) FMC and Fisker will attempt to amicably resolve any dispute arising under this Agreement. If the Parties are unable to resolve the dispute within 30 days following notice of the dispute, the Parties agree that all unresolved disputes shall be determined exclusively by arbitration before a single arbitrator pursuant to the commercial arbitration procedures of the American Arbitration Association ("AAA"), and administered by AAA in accordance with its Commercial Arbitration Rules. The Parties shall endeavor in good faith first to attempt to resolve the controversy or claim through mediation administered by the AAA, before commencing any arbitration. Any mediation or arbitration shall be confidential (except as may be required in any judicial proceeding brought to enforce these arbitration provisions or any award rendered hereunder) and shall be conducted in Los Angeles County and the parties hereto irrevocably submit to the jurisdiction of the state and federal courts of California for any proceedings incidental to arbitration or for the confirmation and enforcement of any award. The prevailing party in such arbitration shall be entitled to recover its reasonable costs and attorneys' fees as shall be determined by the arbitrator."

18) Choice of Law

- a) This agreement will be governed by and construed in accordance with the laws of the United States, without reference to any conflicts of law principles thereof. All litigation must be brought in a court of competent jurisdiction in Los Angeles County, California and the Parties agree to submit to the personal jurisdiction of such courts.

19) Communication

- a) All notices and other communications required or permitted in connection with the Relationship shall be in writing and shall be sent by either electronic mail (email) or registered mail to the relevant address, electronic or otherwise, of the contact person of the relevant Party.

Service Agreement «Client_short»

Confidential

Page 11 of 18

- b) In the event the contact details of a Party have changed, the respective Party shall duly notify and shall inform the other Party of its new contact details.
- c) The Parties agree that the notices and other communications sent via registered mail shall be considered as received by the recipient Party after five (5) business days following the day of mailing and that all the notices and other communications sent via email shall be considered as received after one (1) business day following the day of the email.

20. Miscellaneous

- d) If changes in tax legislation in the applicable country(ies) in which the Services are provided occur, and, as a result, it is no longer possible and/or financially feasible for FMC to provide the Services, or a part thereof, then the Parties will enter into good faith negotiations to make alternative arrangements and/or amend the Services in a manner so as to retain the original purpose and intent of the same as much as possible.
- e) This Agreement sets out all of the terms that have been agreed between the Parties in relation to the subjects covered by it and supersedes all previous agreements between the Parties relating to such subjects. Provided always that nothing in this Section will operate to limit or exclude any liability for fraud or fraudulent misrepresentation, no other representations or terms shall apply or form part of this Agreement. Each Party acknowledges that it has not been influenced to enter this Agreement by and shall have no right or remedy (other than for breach of contract) in respect of, anything the other Party has said or done or committed to do, except as expressly recorded in this Agreement.
- f) The failure of either Party to enforce at any time any article or part thereof of this Agreement, or the failure to require timely performance by the other Party of any article or portion thereof, shall in no way constitute a present or future waiver of such article or portion thereof, nor in any way affect the validity of each Party to enforce each and every Article of this Agreement. Except as otherwise expressly set forth herein, no specification herein of any particular legal or equitable remedy shall be deemed or construed to prohibit either Party from seeking or obtaining any other remedy under this Agreement, at law or in equity.
- g) Notwithstanding the above, Parties may assign or transfer this Agreement without such consent to a successor to substantially all of that Parties' assets or business to which this Agreement relates. Any reimbursements due and owing prior to the assignment shall remain the responsibility of the Fisker.
- h) Each Party shall cooperate with the other Party, execute such further instruments, documents, and agreements, and give such further written assurances, as may be reasonably requested by the other Party to carry into effect the intents and purposes of this Agreement.
- i) If any article or term provision in this Agreement is found or held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the Parties shall negotiate in good faith, a substitute, valid and enforceable provision which most nearly effects the Parties' intent in entering into this Agreement.
- j) This Agreement may be signed by original or scanned copy and in counterparts and each of such counterparts will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

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Page 12 of 18

IN WITNESS WHEREOF, this Agreement has been duly executed by FMC and client-long on the date first set forth above.

Fisker Group Inc.

FMC


Jennifer Kaushek (Jan 12, 2024 05:25 PST)

Name Jennifer Kaushek

Position EVP, Human Resources

Fisker Group Inc.

01/12/2024

Date


Peter J. Heidinger

Chairman

FMC Services DMCC

01/15/2024

Date

ANNEX 1

COMMERCIAL CONDITIONS

1) FMC Service Fee

Per employee, per month

USD 1.500

Additionally, to the service fee, Fisker will cover **all employment costs** and expenses of the Employee (e.g. salaries, social security contribution, taxes, private health insurance, travel expenses, purchase price of PC and mobile phone, phone charges, severance cost, visa costs etc.). **Annex 2** outlines the estimated monthly employment cost for each Employee selected for this project.

Annex 3 outlines the FMC Office Fee

FMC's office in Dubai can be used without extra charges.

2) Invoicing

- The planning shall be done in such a way that the project is not pre-financed by FMC.
- Fisker and FMC shall jointly make a cost estimation for the anticipated costs for one month (including travel expenses and fees), FMC will ask for an advance for one-month costs, this advance will be paid at the beginning of the project and will be kept at FMC. At the end of the project this advance will be deducted from the last invoice respectively repaid.
- Invoicing will be done monthly at the beginning or mid of each month with a single invoice, covering the accrued costs of the last month and the salary from the current month. The first regular invoice will be sent at the beginning of the second month. Each subsequent month, FMC shall submit the accrued costs of the last month.
- Employment cost will incur in local currency (AED) and will be converted to US Dollar using the FX rate of FMC local banking partner.
- All payments are to be made in US Dollar against the invoice on a net-30 basis.

3) Termination of Employee

The notice period for terminating this agreement is 30 days on top of the notice period for the employee. Within 30 days, FMC Group will initiate the termination process of the employee. The length of the notice period depends on local legal regulations and the employment agreement. In most cases, the employee receives a severance payment on top of the notice period. The amount is negotiated with the employee.

The agreements end after the successful dismissal of the employee. Fisker will continue covering all costs indicated in this agreement (service fees, employee's salary, etc.) until the last day of employee's employment. Fisker covers all costs associated with the termination process (including potential legal fees, severance payments, etc.). The severance cost will depend on the length of the employment as well as of the reason for dismissal.

4) Entice Away

Fisker shall be given the opportunity to entice away the Employee(s), if Fisker will register their own company in UAE. The employee will be transferred to Fisker with the entitlements of the employee (seniority, dismissal conditions, and protection against dismissal).

The planning shall be done in such a way that the project is not pre-financed by FMC.

5) Work location

Except while working in an FMC office or while on authorized travel, Employee(s) will work from their home office. The Parties acknowledge that Fisker has no control over and is not responsible for Employee's working conditions, office equipment, computer, phone, internet service, etc. Employee is responsible for ensuring that they have the tools, equipment, and services necessary to perform the required work. For Fisker's convenience and the better protection of its intellectual property, it will provide Employee with a Fisker email account on its internal email system. Fisker

6) Duties of Employee

- a) Duties are defined in Annex 2 and in Job Description referenced therein
- b) Employee will not:
 - Hold themselves out as an employee or agent of Fisker;
 - Sign contracts on behalf of Fisker;
 - Provide suppliers (or potential suppliers) or government officials with any gift, meal, entertainment, or payment;
 - Accept any gift, meal, entertainment, or payment from suppliers (or potential suppliers) or government officials.

Annex 2

Letter of Assignment for each employee (sample different from country to country – preview available in employee leasing data)

Personal information employee

First name employee: Marcel
 Last name employee: Kruetzfeldt
 Job title: Business Development Manager, ME
 Job description: See attachment
 Email of employee
 Phone number of employee

Employment information

Employment start date: January 15, 2024
 Employment end date
 Visa length
 Work location
 Working hours per week: 40 hours
 Work days per week
 Probation period: 6 months or statutory maximum
 Termination during probation period: From employer to employee 14 days before termination, as amended per statutory requirements; from employee to employer: 1 month
 Who can terminate the contract during probation period
 Termination period after probation period
 Employment contract type
 Annual Leave (calendar days): In compliance with minimum requirements with regard to leave applicable to individual's length of service.
 Maternity Leave (calendar days)
 Paternity Leave (optional)
 Executive status

Salary package, all values in AED

Basic salary: USD 180,000 annually
 Accommodation allowance
 Food allowance
 Transportation allowance: Car allowance of up to USD 600 monthly
 Health insurance allowance
 Other allowance
 Sum, without flexible bonus 0
 Bonus max. per year
 Comments of

Health insurance for the employee is mandatory

Should FMC Services arrange the insurance for the employee? Yes, health insurance

Who will pay for the health insurance of the employee? FMC to provide and Fisker will reimburse FMC on a 1:1 basis.

Coverage of health insurance: Coverage will be equivalent to what was provided from the employer preceeding most recent employer. Individual to provide documented evidence of coverage and costs.
Comments of

Health insurance for the family (voluntary)

Should FMC Services arrange the insurance for the family? : Coverage will be equivalent to what was provided from the employer preceeding most recent employer. Individual to provide documented evidence of coverage and costs

Who should be insured from the family

Who will pay for the health insurance of the family

Coverage of health insurance

Comments of:

Yearly flight ticket for employee and family

Paid Flight ticket home once per year

Non-competition agreement

Non-competition Agreement

List of competing companies

Type of competing business

Time period of non-compete

Area of non-compete

Code of Conduct

Code of Conduct

Date:

Yes

See types of competing business

Automotive

2 years

Automotive development, manufacturing, production, sales, marketing

Fisker will provide a code of conduct

Date:

ANNEX 3

WORKPLACE AND OFFICE FEE

Office workstation in our office in Dubai

- Workstation in our office in Dubai Swiss Tower JLT
- Possibility to use meeting rooms
- Internet access
- Phone line
- Heating and air-conditioning for all rooms
- Office cleaning service



Can be used without extra charges






fis231220ce-Fisker service agreement UAE_Fisker2 clean (part 1) - signed

Final Audit Report

2024-01-15

Created:	2024-01-15
By:	Quynh Anh Nguyen (anguyen@fiskerinc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJuoYxevStPgV1h-i0AtWKx944RrT62DH

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-  Document created by Quynh Anh Nguyen (anguyen@fiskerinc.com)
2024-01-15 - 5:00:19 PM GMT
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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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Wilmington, DE 19801, USA**

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U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE

Re: In re Fisker, Inc. , et al., Case No. 24-11390 (TMH)

CERTIFICATE OF SERVICE

I, Marcel Kruetzfeldt, hereby certify that on 14. August 2025, I caused to be served a true and correct copy of the following documents:

- Response of FMC Services DMCC to Liquidating Trustee's Eleventh Omnibus Objection (Non-Substantive) to Certain Late-Filed Claims (as to Claim No. 4216);
- Declaration of Marcel Kruetzfeldt in support thereof; and
- Exhibit A (cover, introduction, timeline, and combined email correspondence),

by overnight courier so that delivery was completed on or before August 22, 2025 at 4:00 p.m. Eastern Time, upon the following:

Counsel to the Liquidating Trustee (as listed in the Objection's signature block/service list):

Pachulski Stang Ziehl & Jones LLP
Attn: Max B. Litvak, Esq. (and any Delaware co-counsel listed)
919 North Market Street, 17th Floor
Wilmington, DE 19801,
USA Courier/Tracking No(s): 1ZE093R60226073281

Optional Courtesy Copies:

Office of the United States Trustee, Region 3
844 King Street, Suite 2207, Lockbox 35
Wilmington, DE 19801, USA
Courier/Tracking No(s): 1ZE093R60226073281

I declare under penalty of perjury that the foregoing is true and correct.

Dated: 14. August 2025

Respectfully submitted,

M. Kruetzfeldt

Marcel Kruetzfeldt
On behalf of FMC Services DMCC
Burj Daman, Apt 1103, DIFC, Dubai, United Arab Emirates
marcel.o.kruetzfeldt@gmail.com, m.kruetzfeldt@fmcgroup.com
+971-50-6548817



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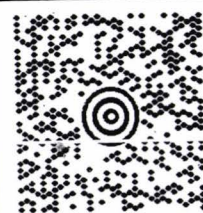
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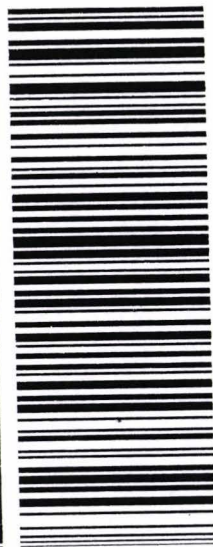
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