
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): May 31, 2021

GARRETT MOTION INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other jurisdiction
of incorporation)

1-38636
(Commission
File Number)

82-4873189
(I.R.S. Employer
Identification Number)

La Pièce 16, Rolle, Switzerland
(Address of principal executive offices)

1180
(Zip Code)

Registrant's telephone number, including area code: +41 21 695 30 00

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 par value per share	GTX	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Following the successful emergence from chapter 11 bankruptcy proceedings by Garrett Motion Inc. and certain of its affiliates (the “Company”), the Company has determined that Peter Bracke, the Company’s Chief Transformation Officer and a named executive officer, will cease serving in his role as Chief Transformation Officer as of June 1, 2021 and will terminate employment with the Company on November 30, 2021 (the “Termination Date”), pursuant to a Notice of Termination delivered by the Company to Mr. Bracke, dated May 31, 2021 and filed as exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein (the “Termination Notice”).

In connection with Mr. Bracke’s termination of employment, on June 1, 2021, Garrett Motion Sàrl and Mr. Bracke entered into a Settlement Agreement, filed as Exhibit 10.2 to this Current Report on Form 8-K, and incorporated by reference herein (the “Settlement Agreement”) pursuant to which Mr. Bracke will continue to receive his current salary and benefits, including his current cash allowance for personal automobile-related expenses under the Company’s policy for executives, until the Termination Date, and the Company will pay Mr. Bracke a severance payment in the amount of 1,200,000 Swiss Francs (the “Termination Payment”), which will be paid within 45 days after the Termination Date and was calculated in accordance with the terms of the Company’s Severance Plan for Designated Officers upon a termination of employment without “cause.” Mr. Bracke’s receipt of the Termination Payment and the other benefits set forth in the Settlement Agreement is subject to his compliance with the noncompetition, nonsolicitation, nondisparagement and confidentiality obligations set forth in the Settlement Agreement. Mr. Bracke will also participate in a six month outplacement program provided by the Company’s selected outplacement services provider.

The payments and benefits described herein do not purport to be complete descriptions of the Termination Notice or Settlement Agreement or of the provisions summarized herein and are qualified in their entirety by reference to the actual text of the Termination Notice and Settlement Agreement, which are attached hereto as Exhibits 10.1 and 10.2.

Item 9.01 Financial Statements and Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Notice of Termination, dated May 31, 2021
10.2	Settlement Agreement between Garrett Motion Sàrl and Peter Bracke, dated as of June 1, 2021.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: June 4, 2021

Garrett Motion Inc.

By: /s/ Jerome Maironi
Jerome Maironi
Senior Vice President, General Counsel and Corporate Secretary

CERTAIN INFORMATION IN THIS DOCUMENT HAS BEEN OMITTED BECAUSE ITS DISCLOSURE WOULD CONSTITUTE AN UNWARRANTED INVASION OF PERSONAL PRIVACY. INFORMATION THAT HAS BEEN OMITTED ON THAT BASIS IS DENOTED IN THIS DOCUMENT AS “[###].”



Mr. Peter Bracke
[###]

May 31, 2021

Notice of Termination

Dear Peter,

Following the discussions you had with Mr. Olivier Rabiller, President & CEO and Mr. Fabrice Spenninck, Senior Vice President, Chief Human Resources and Communications, we herewith confirm the termination of your employment contract with effect on November 30, 2021 (Termination Date), in accordance with your contractual notice period of six months for the end of a month.

You will be released from your obligations to come to work as of June 1, 2021. Following your early release, your vacation balance of 25.5 days will be considered as taken.

You will continue to receive the salary and benefits to which you are entitled under your current employment relationship until the Termination Date. For the avoidance of doubt, your entitlement to any stock options, restricted units, management or incentive bonus plans or sales incentive plans or growth units shall be governed by the rules of the applicable plans.

At the end of your employment contract, your affiliation to the pension fund will be terminated. Our pension provider AXA will be in contact with you directly and will ask you to provide the instructions for the transfer of vested benefits. If needed, you may contact [###], who will be able to advise you on the options related to your accrued pension savings within the Swiss pension fund.

The Company has contracted a Group accident insurance for its employees, in accordance with the Swiss federal law on accident insurance (LAA). This insurance cover expires at the end of employment, or no later than 30 days thereafter, unless the employee has contracted employment with another company in Switzerland. Consequently, the Company recommends that you contact or change the terms of your current medical insurance to cover global risks on occupational and non-occupational accidents.

If you are affiliated to our collective health insurance Groupe Mutuel, please contact the Unicare team on [###] before the end of your employment contract to redefine your insurance contract.

We recommend that you make contact with your local unemployment office at your best convenience.

Garrett Motion Inc.
Z. A. La Piece 16, 1180 Rolle, Switzerland
www.garrettmotion.com





Your final work certificate will be sent to your home address at the end of your notice period. To this end, please notify the Human Resources Department on [###] of any change of address.

On your last physical day in the office, all Company properties (including but not limited to mobile phone, laptop, corporate credit card, etc.), documentation and access badges need to be handed over to our Human Resources Department. Furthermore, we kindly ask you to provide, a list of all passwords and a statement of all pending matters, indicating their current status as well as any need for action.

Please also settle any outstanding expenses due to the Company in the Concur system.

We also draw your attention to the fact that you are obligated not to disclose any trade or business secrets or other confidential information during your notice period and after the termination of your employment in accordance with your Employment Agreement.

If you wish to commence a new employment before the termination date (November 30, 2021), please keep in mind that you are compelled to inform us and request an anticipated liberation from your obligation to work through the remainder of your notice period. If we then liberate you earlier upon your request, this will automatically affect your remaining salaries, the calculation of which will end at the date of commencement of your new employment, as opposed to the termination date.

We regret to have to terminate your employment contract and wish you all the best for your personal and professional future.

Yours sincerely,

/s/ Fabrice Spenninck

Fabrice Spenninck
Senior Vice President, Chief HR & Communications

Receipt acknowledged:

6/1/2021 /s/ Peter Bracke

[date] Mr. Peter Bracke

Garrett Motion Inc.
Z. A. La Piece 16, 1180 Rolle, Switzerland
www.garrettmotion.com

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AGREEMENT

between

Garrett Motion Sàrl
Zone d'activités La Pièce 16,
1180 Rolle

(the “**Company**”)

and

Peter Bracke
[###]

(the “**Employee**”)

WHEREAS:

- (A) The Company as employer and the Employee have entered into an employment agreement made on September 15, 2015 with amendments dated June 8, 2020 (the “**Employment Agreement**”) which recognized the Employee’s start date of March 23, 1998.
- (B) The Employee is Chief Transformation Officer
- (C) The Company and the Employee have decided to enter into this Agreement in order to set forth the terms and conditions of the termination of the Employment Agreement in full and final settlement of any claims thereunder.

NOW, THEREFORE, the Company and the Employee (the “**Parties**”) agree as follows:

1. Termination of Employment Agreement

- (a) The Parties hereby agree that the Employment Agreement shall terminate with effect from November 30, 2021 (the “**Termination Date**”). In consideration that the Termination Payment exceeds the contractual minimum requirements, the Employee hereby agrees that the term of his employment contract shall not be postponed to a later date than the Termination Date in case of any incapacity (such as illness or accident) occurring before the Termination Date.
- (b) The Employee shall be released from the obligation to work with effect from June 1, 2021. The Employee undertakes to provide the Company with all information and assistance necessary to allow a smooth transition of his duties until the Termination Date.

- (c) From the date of signature of this Agreement until the Termination Date, all the remaining vacation days will be deemed, as part of this Agreement, to be taken by the Employee.

2. Compensation

- (a) The Company shall pay to the Employee his usual salary, subject to all legal and contractual deductions, as well as the cash allowance in accordance with the applicable Company Car Policy until the Termination Date.
- (b) In consideration for his acceptance of the undertakings and obligations under this Agreement, the Company shall pay to the Employee a severance payment in the amount of CHF 1'200'000 gross. The Employee acknowledges that these payments include all and any amounts due to, or which might be claimed by the Employee whether as salary, bonus, remuneration, severance, or for any other ground based on, or in relation with the Employee's employment with the Company (the "Termination Payment").
- (c) The Termination Payment above will be paid within 45 days after the Termination Date on the Employee's usual salary account.
- (d) It is expressly understood that the Termination Payment shall be paid after deduction of all applicable social security contributions and, as the case may be, as of any payroll taxes or other deductions which might be due pursuant to the legislation applicable to such payments.

3. Outplacement

The company shall propose a six-month outplacement program with the Company's selected partner PDP (Performance Development Partner SA).

4. Non-Compete Agreement

The Employee agrees that as a condition of settlement, he shall sign a non-compete agreement with the Company in the form appended to this Agreement as Annexe 1.

5. Return of Property

The Employee shall, on or before the Termination Date, return all Company property and information he has received in the course of his employment with the Company, including but not limited to documents, laptop computer, computer-generated information, reports, books, studies, data, credit cards, employee identification, access cards and other such materials and he shall retain no copies of any such property or information. All of the above property shall be in good condition, save for normal wear and tear.

6. Trade Secrets, Proprietary and Confidential Information

- (a) The Employee hereby undertakes to keep the terms hereof strictly confidential and not to disclose them to any third party unless required by law or any court or governmental authority. The termination of the Employment Agreement pursuant to the terms hereof shall not relieve the Employee from his obligation to keep confidential any confidential and/or non-public information pertaining to the Company and/or its affiliates and/or their activities that has been disclosed and/or became known to him during the term of the Employment Agreement.
- (b) The Employee acknowledges that he continues to be bound by the terms of the Honeywell Employee Agreement Relating to Trade Secrets, Proprietary and Confidential Information signed on September 22, 2015 by the Employee, subject to all references to Honeywell entities applying to Garrett Motion group companies with effect from October 1, 2018. Clauses 9 and 10 of the above-named Trade Secrets, Proprietary and Confidential Information Agreement shall be superseded by the relevant provisions contained in Annexe 1 to this Agreement.
- (c) In case of breach of the above undertakings, the Employee shall pay to the Company liquidated damages in the amount of CHF 10'000 for each instance of violation; for the avoidance of doubt, claim for additional damages incurred by the Company is reserved. The payment of liquidated damages shall not discharge the Employee from complying with these undertakings.

7. Non-Disparagement

The Employee shall not make, participate in the making of, or encourage any other person to make, any public statements, written or oral, which are intended to criticize, disparage, or defame the goodwill or reputation of, or which are intended to embarrass the Company and/or any of the Company's directors, officers, executives, employees, partners, stakeholders, agents or attorneys. The Employee further agrees not to make any negative public statements, written or oral, relating to the employment, the termination of employment, and/or any aspect of the business of the Company.

8. Full and Final Settlement

In consideration for the Termination Payment, the Employee irrevocably and unconditionally releases and forever discharges the Company and its affiliates, including without limitation their directors, officers, executives, partners, stakeholders, agents, attorneys, insurers and employees, past and present, and each of them, from any and all claims in full and final settlement of any rights or obligations that may exist on the date hereof or at any time hereafter in connection with or arising out of the Employment Agreement and/or this Agreement.

9. Binding Effect

This Agreement shall enter into effect upon its execution by both parties.

10. Written Form

This Agreement may not be modified or amended except by written amendments duly executed by the Parties. This requirement of written form can only be waived in writing.

11. Governing law and Jurisdiction

- (a) This Agreement shall be governed by Swiss substantive law in all respects.
- (b) The courts of Lausanne shall have exclusive jurisdiction for any dispute arising out of or in connection with this Agreement.

Validity period of the agreement

For this agreement to be valid, it shall be signed by the employee no later than June 7, 2021.

This Agreement is executed in two counterparts in Rolle, Switzerland.

Date: 5/31/2021

Date: 6/1/2021

/s/ Fabrice Spenninck
Garrett Motion Sàrl

/s/ Peter Bracke
Peter Bracke

Post-Termination Restrictions

1.1 The following definitions apply for the restrictions set out in the remainder of this clause (all other definitions are as set out in the attached Agreement):

“Capacity” means acting as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity (whether directly or otherwise and/or whether acting on your own behalf or in conjunction with any firm, company or person).

“Group Company” shall mean the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary Company of either the Company or any such Holding Company (and “Subsidiary Company” and “Holding Company” shall have the meanings ascribed to them by art. 5 para. 1 Ordinance on Merger Control).

“Group” shall be taken to mean the Company, any Subsidiary Company, any Holding Company and/or any company within the Garrett Motion Inc. corporate group.

“Relevant Period” means the 12 month period prior to the Termination Date.

“Restricted Business” means any of the following list of companies: Borg-Warner, Holset, IHI, MHI, Bosch, Bosch-Mahle JV, Schaeffler-Continental, Voight, ABB (Turbocharger division), Delphi (Turbo remanufacturing division), TMI (Turbo remanufacturing division), Asysum, VEGE, J-Rone, Melett, Turbo Technics, Caterpillar (Turbo remanufacturing division), Mecatrans, KTS, Masterpower, Precision Turbo, Renault (Turbo remanufacturing division), KBB (Turbocharger division), NAPIER (Turbocharger division), MTU (Turbocharger division), MAN (Turbocharger division), GE (Turbocharger division), Mitsui (Turbocharger division), EMD (Turbocharger division), Cummins, Continental, Tianli (Weifu), Tienyen, Shouguang, Fuyuan, Hyundai-Wia, Valeo, commercial and passenger vehicle Original Equipment Manufacturers in the performance of turbocharging and electric boosting activities including but not limited to RSA, PSA, VW group, Daimler, BMW, FCA, Volvo, MAN, Scania, and Perkins.

“Restricted Customer” means any firm, company or person who, during the Relevant Period, was a customer (or prospective customer) of the Company or any other member of the Group and with whom you had contact with or about whom you became aware or informed of during your employment with the Company.

“Restricted Partner” means any firm, company or person who, during the Relevant Period, was a client or business partner (or prospective client or business partner) of the Company or any other member of the Group and with whom you had contact with or about whom you became aware or informed of during your employment with the Company.

“Restricted Person” means anyone employed or engaged by the Company and/or any member of the Group and with whom you dealt with in the course of your employment in the Relevant Period (but excluding any employee employed in an administrative, clerical, manual or secretarial capacity); and

“Territory” means (noting the seniority and global nature of your role): (a) all jurisdictions across the globe in which the Company or any member of the Group have business operations; and/or (b) all jurisdictions globally where, during the Relevant Period, the Company and/or any member of the Group undertook Restricted Business and in respect of which during the Relevant Period you were involved or for which you had management responsibility.

- 1.2 In order to protect the Group’s legitimate proprietary interests, confidential information and its businesses and employees, including but not limited to, Garrett’s business methods, business systems, strategic plans, plans for acquisition or disposition of products, expansion plans, financial status and plans, financial data, customer lists and data, and personnel information to which you have had access to as a result of your employment with the Company, and noting the seniority and global nature of your role, you expressly covenant with the Company (for itself and as trustee and agent for each Group Company) that you shall not:
- (a) for a period of 12 months after the Termination Date, be involved in any Capacity with any business concern in the Territory which is (or intends to be) in competition, whether directly or otherwise, with any Restricted Business;
 - (b) for a period of 12 months after the Termination Date, solicit or endeavour to entice away from the Company and/or other member of the Group, the business or custom of a Restricted Customer or Restricted Person with a view to providing goods or services to that Restricted Customer or Restricted Person in competition with any Restricted Business;
 - (c) for a period of 12 months after the Termination Date, deal or otherwise be involved with the provision of goods or services to (or otherwise have any business dealings with) any Restricted Customer or Restricted Person in the course of any business concern which is in competition with any Restricted Business; and/or
 - (d) for a period of 12 months after the Termination Date, in the course of any business concern which is in competition with any Restricted Business, offer to employ or engage or otherwise endeavour to entice away from the Company and/or any other member of the Group, any Restricted Person (whether or not such person would be in breach of contract as a result of such employment or engagement).
- 1.3 None of the restrictions in sub-clause 1.2 above shall prevent you from holding an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company, whether or not it is listed or dealt in on a recognised stock exchange.
- 1.4 The periods for which the restrictions in sub-clause 1.2 apply shall not be reduced by any period that you spend on garden leave immediately before the Termination Date.

- 1.5 If you receive an offer to be involved in a business concern in any Capacity prior to the Termination Date, or before the expiry of the last of the covenants in sub-clause 1.2, you shall give the person making the offer to you a copy of this clause 1 and shall tell the Company the identity of that person as soon as possible after receiving such offer.
- 1.6 You confirm that you have entered into the restrictions in sub-clause 1.2 with the Company having been given sufficient time to properly consider the content and implications for you. Further, you warrant and represent your experience and capabilities are such that the restrictions contained in sub-clause 1.2 will not, upon the termination of your employment with the Company prevent you from obtaining employment or otherwise earning a reasonable living.
- 1.7 Each of the restrictions set out in sub-clause 1.2 are intended to be separate and severable. If any of the restrictions themselves shall be held to be void but would otherwise be valid if part of their wording were deleted or amended, such restriction shall apply with such deletion or amendment as may be necessary to make it valid or effective.
- 1.8 You understand that a violation of the obligations under this clause 1 is likely to cause serious damage to the Company and/or another member of the Group. Therefore, upon any breach of your obligations under this clause 0, you agree that you shall repay to the Company an amount equal to the Termination Payment set out in clause 2(b) of the attached Agreement. The Company's right to claim damages is expressly reserved. Furthermore, the Company shall in any event be entitled to seek judicial enforcement of your obligations.
- 1.9 You further agree that a remedy at law for any breach or threatened breach of the provisions of this clause 1 would be inadequate and therefore agree that the Company shall be entitled to injunctive relief in case of any such breach or threatened breach. You acknowledge and agree that the Company may apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive relief in order to enforce or prevent any violation of the provisions of this clause, and that money damages would not be an adequate remedy for such breach. You acknowledge and agree that a violation of this clause would cause irreparable harm to the Company and/or the Group, and covenant that you will not assert in any proceeding that a violation or further violation of this clause: (i) will not result in irreparable harm to the Company and/or Group; or (ii) could be remedied adequately at law. The Company's right to injunctive relief shall be cumulative and in addition to any other remedies available at law or equity. In the event that a court determines that you have breached or threatened to breach this clause, you agree to reimburse the Company for all attorneys' fees and costs incurred in enforcing its terms. However, nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available for any such breach or threatened breach against you or your new employer, which may also include, but not be limited to, contract damages, lost profits and punitive damages.

Signed /s/ Peter Bracke

Dated 6/1/2021