

**CARRIER'S DECLARATION OF COMPLIANCE WITH THE GERMAN MINIMUM WAGE ACT BT-DS 18/1558
(REFERRED TO AS THE MILOG ACT)**

Carrier's name or company stamp:

Address:

KRS:

NIP:

PORTUNO Sp. z o.o.

Grzybowska 87

00-844 Warszawa

ARTICLE I

The Carrier represents that he has read the Minimum Wages Act Bt-Ds 18/1558 (hereinafter referred to as the MiLoG Act) and covenants he shall take all steps necessary to ensure compliance with the regulations of the said Act and abide by them to the letter.

Moreover, the Carrier assures that all his employees are invariably paid wages stipulated in the MiLoG Act and standing at EUR 8.50 per hour for all Services performed in the Federal Republic of Germany, and any Services destined to, originating from, or performed in transit across the Federal Republic of Germany, waiting time included.

The above does not apply to the drivers' mandatory rest time specified in the regulations concerning mandatory rest for drivers.

The Carrier is obliged to plan the travel, in terms of the route and duration, so as not to violate the regulations of the MiLoG Act.

The Carrier undertakes he shall take all measures necessary to ensure that the subcontractors he hires also comply with the standards of the MiLoG Act and that they acknowledge the assumption of full liability for compliance with the requirements of the MiLoG Act by their own subcontractors.

The Carrier is obliged to provide Portuno Sp. z o.o. immediately, on its first demand, with documents evidencing compliance with the MiLoG Act by the Carrier and his Subcontractors.

ARTICLE II

The Carrier covenants he shall indemnify Portuno and immediately assume all liability for any claims, penalties or fines imposed by third parties, public authorities of the Federal Republic of Germany included, in consequence of the Carrier's or his subcontractors' failure to abide by the MiLoG Act.

ARTICLE III

The Carrier's obligations arising herefrom shall be binding on him as of the date he signs this Declaration and expire upon the lapse of five years after the date his co-operation with Portuno Sp. z o.o. ends. The obligations referred to in Article II shall remain valid indefinitely.

ARTICLE IV

The Carrier hereby confirms that all terms agreed in the contract and applicable to its performance remain unaltered.

ARTICLE V

Any violation by the Carrier of the obligations and covenants specified herein shall be deemed a gross breach on the terms of the contract between Portuno Sp. z o.o. and the Carrier and shall entitle Portuno to terminate the contract with immediate effect.

ARTICLE VI

Any disputes arisen from compliance with this document or in connection herewith shall be resolved of jurisdiction over the registered address of Portuno Sp. z o.o. This document shall be integrally incorporated in each contract concluded between the partie

.....