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**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** .....

**Skyfox Poland Sp. z o.o.  
Grunwaldzka 472B  
80-309 Gdańsk**

• **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 **Skyfox Poland** 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 **Skyfox Poland** 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.

The Carrier hereby authorises **Skyfox Poland** to set off any claims, penalties, or fines imposed on Omida Sp. z o.o. for the Carrier's non-compliance with the MiLog and AentG Acts against the payments due to the Carrier.

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- **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 **Skyfox Poland** 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 **Skyfox Poland** Sp. z o.o. and the Carrier and shall entitle **Skyfox Poland** 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 **Skyfox Poland** Sp. z o.o.

This document shall be integrally incorporated in each contract concluded between the parties.

.....  
place and date

.....  
signature (title, personal stamp)

.....  
company stamp