

Seafarer's Signature

I also certify that I have received the Employer's Drug and Alcohol Policy for Shipboard Personnel, Complaint Resolution Policy, and Sexual Harassment Policy for Shipboard Personnel, and agree that I will abide by the terms and conditions set forth in each.

an arbitrator to re-arbitrate any dispute if the Seafarer concerned does not claim it within a reasonable period of time to be defined by national laws or regulations or collective bargaining agreements. If the Seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, the Seafarer agrees, on his/her own behalf or on behalf of his/her heirs, executors, and assigns, that any and all claims, grievances, and disputes of any kind whatsoever relating to or in connection with the Seafarer's employment with Company (including, but not limited to, claims for personal injuries, wages, or otherwise), no matter how described, pleaded or styled, or whether asserted against Company, Master, Employer, Ship Owner, Vessel or Vessel Operator, shall be referred to and resolved exclusively by binding arbitration pursuant to the United Nations Convention on Recognition and Enforcement of Foreign Arbitral Awards (New York 1958) ("The Convention"), except as otherwise provided in any government mandated contract, such as the Standard POBA Contract for Seafarers from the Philippines. The arbitration shall be administered by the American Arbitration Association ("AAA") under its International Dispute Resolution Procedures. No dispute may be joined with another lawsuit, or in arbitration with a dispute of any other person or reserved on a class-wide basis. For purposes of this paragraph, the term "Company" also includes all officers, directors, agents, employees, stockholders, parent corporations, subsidiary corporations, affiliated and corporate officers, successors, and assigns. A single arbitrator is to be jointly appointed by the Seafarer, on one side, and Company, on the other side, unless the parties cannot agree to an arbitrator, in which case the AAA shall select the arbitrator, in which case the AAA shall select the arbitrator among six (6) names submitted by the Seafarer and three submitted by Company ("Selection Process"). In the event the Selection Process is invoked, each party shall have the right to strike one of the three (3) names submitted by the other party for any reason, or for no reason. The AAA shall then select the arbitrator from the remaining names. The language of the arbitration shall be English). The place of the arbitration shall take place in Nassau, Bahamas. The physical venue for the arbitration final hearing will be in Miami, Florida unless the Seafarer has been denied a visa for entry into the United States after all available efforts have been exhausted and in which case the physical venue for the arbitration final hearing will be in Nassau, Bahamas. The substantive law to be applied to the arbitration shall be the law of the flag state of the vessel. Each party, upon the written request of the other party, promptly provide the other with copies of documents relevant to the issues raised by any claim or counterclaim on which the producing party relies in support of or in opposition to any claim or defense. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator according to the IBA Rules on the Taking of Evidence in International Commercial Arbitration, which determination shall be conclusive. All discovery shall be completed within sixty (60) days following the appointment of the arbitrator. To the extent the arbitrator deems suit additional discovery relevant and appropriate, Depositions shall be limited to a maximum of three (3) per party. Additional depositions may be scheduled only with the permission of the arbitrator and for good cause shown. Each deposition shall be limited to a maximum of three (3) hours duration. All objections are reserved for the arbitration hearing except for objections based on privilege and propriety or confidential information.

The Company and the Seafarer acknowledge and knowingly waive any right they have to a jury trial. The arbitration referred to in this paragraph is exclusive and mandatory. In addition, the Company and the Seafarer agree that the Arbitrator shall have exclusive authority to resolve any claims, grievances, and disputes relating to the validity and enforceability of this agreement, as well as any and all disputes relating to the location of the arbitration, applicable choice of law, and the procedures and rules employed during the arbitration. Lawsuits or other proceedings between the Seafarer and the Company may not be brought except to enforce a decision of the Arbitrator. The Seafarer shall continue to satisfactorily and in good faith perform his/her duties and the parties shall abide by this Agreement while disputes or grievances are being resolved.

[illegible]