

## **SUPPLEMENTARY AGREEMENT TO SUBMIT THE DISPUTE TO ARBITRATION BEFORE MILES MEDIATION & ARBITRATION<sup>1</sup>**

ABC Transport Services LLP, as incorporated in the State of California having its registered address at 1234 Pacific Coast Hwy, Malibu, CA - 90245 and Mr. John Smith, as residing in the State of Georgia having his registered address at 4789 Ashford Parkway, Dunwoody, GA - 30378 (hereinafter collectively referred to as “**Parties**”) to this arbitration agreement dated January 15, 2023 (hereinafter referred to as “**Arbitration Agreement**”) unequivocally agree as follows:

1. Any dispute, claim, conflict, or controversy arising out of, or in relation to the employment agreed dated February 10, 2018 (“**Contract**”) with respect to its termination, validity, enforcement, or interpretation thereof, including the existence, scope, or applicability of the present Arbitration Agreement shall be determined by arbitration before Miles Mediation & Arbitration pursuant to Miles Employment Arbitration Rules & Procedures, 2023.
2. The Arbitration Agreement overrides and substitutes all such prior existing dispute resolution clauses contained in the Contract or any such dispute resolution agreement entered between the Parties with respect to disputes, claims, conflicts, or controversies arising out of or in relation to the Contract.
3. The venue of the arbitration proceedings shall be Atlanta. The law governing the Arbitration Agreement shall be the law of Georgia.
4. The language of the arbitration proceedings shall be English unless otherwise agreed by the Parties.
5. The number of arbitrators shall be one.
6. The Miles Employment Arbitration Rules & Procedures, 2023 are incorporated as part and parcel to this Arbitration Agreement.
7. In the event of an epidemic, pandemic, or any other emergency declared by a local/national government, the Parties agree that the arbitration proceedings may be held virtually in a manner as mutually agreed upon by the Parties and the concerned arbitral tribunal.
8. The Arbitration Agreement shall be binding on the Parties, and all their assigns, successors, and privies-in-title.
9. The Arbitration Agreement has been signed by the Parties by themselves or through their authorized representatives, as more particularly named hereinbelow.

### **EXECUTED AND SIGNED BY THE DULY AUTHORISED REPRESENTATIVES OF THE PARTIES**

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<sup>1</sup> The purpose of this draft supplementary agreement is informational and educational only. Please note that by using this supplementary agreement, Miles Mediation & Arbitration Services, LLC is neither providing legal advice nor creating any attorney-client relationship with you. You should not act upon or rely on any information provided by this document, without engaging and seeking the advice of an attorney. Miles Mediation & Arbitration Services, LLC does not guarantee the enforceability of the supplementary agreement.

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Signature of authorized representative  
of ABC Transport Services LLP

/s/

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Name: Ms. Jane Doe

Date: 01.15.2023

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Signature of authorized representative

/s/

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Name: Mr. John Smith

Date: 01.15.2023